



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 19, 2015
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 - Jan 5, 2015 7:00 PM**
- 6. Agenda Items**
 - A. Public Hearing for Vacating Morrison Alley**
 - B. Council Bill 007: AN ORDINANCE VACATING AN UNIMPROVED ALLEY LYING SOUTH OF BLOCK 216 AND NORTH OF BLOCK 221 IN ORIGINAL HARRISONVILLE, HARRISONVILLE, CASS COUNTY, MISSOURI.**
 - C. Public Hearing for Manor Lane Vacation**
 - D. Council Bill 008: AN ORDINANCE VACATING MANOR LANE FROM THE NORTH LINE OF LOT 145 TO THE SOUTH LINE OF LOT 145 (EXCEPT THE NORTH 25 FEET OF LOT 145) IN THE HILLCREST SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI.**
 - E. Public Hearing for Vacating Portions of Mark Twain Street and Short Street**

- F. **Council Bill 009: AN ORDINANCE VACATING A PORTION OF MARK TWAIN STREET AND A PORTION OF SHORT STREET IN THE ORIGINAL TOWN OF HARRISONVILLE, CASS COUNTY, MISSOURI.**
 - G. **Council Bill 094: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF HARRISONVILLE, MISSOURI TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH CASS COUNTY PROFESSIONAL FIREFIGHTERS, LOCAL 3112**
 - H. **Council Bill 010: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER WITH PAR ELECTRIC TO INCLUDE CONSTRUCTION LABOR ON THE LAKE HARRISONVILLE CROSSING PROJECT IN AN AMOUNT NOT TO EXCEED \$92,000.**
 - I. **Council Bill 011: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BELL LUMBER & POLE CO. FOR THE PURCHASE OF ELECTRIC POLES FOR USE IN THE LAKE HARRISONVILLE DISTRIBUTION CROSSING IN AN AMOUNT NOT TO EXCEED \$29,496**
 - J. **Council Bill 012: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BOWERS ENGINEERING AND SURVEYING FOR THE SURVEY OF LAKE HARRISONVILLE PROPERTY BOUNDARIES IN AN AMOUNT NOT TO EXCEED \$45,000.**
- 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 15th day of January 2015

Sheryl Stanley, Deputy 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
JANUARY 5, 2015
7:00 PM

1. **Call to Order & Pledge of Allegiance**
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	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Kevin Wood	Mayor	Present	

Also: Administrator Keith Moody, Director of Finance Mike Tholen, Sheryl Stanley, Deputy City Clerk, recording, Community Development Director Rick DeLuca, Director of Emergency Services Larry Francis, parks & Recreation Director Chris Deal, Police Chief John Hofer, Director of Public Works Jerry Gibbs.

3. **Ceremonial Matters**
 - A. **A Service Award to Honor Robert Edwards for 30 Years of Loyal Service to the City of Harrisonville**
A service award was presented to Robert Edwards for 30 years of service to the City.
 - B. **A Service Award to Honor John Hofer for 10 Years of Loyal Service to the City of Harrisonville**
A service award was presented to John Hofer for 10 years of service to the City.
4. **Public Participation**
 - A. **Public Comments**

Brian Hasek, 1300 E. Pine, told the aldermen that he regularly tracks his utility usage and his December bill showed a 20% increase in water costs. He told the aldermen he thought the increases, which were approved after the November ballot issue passed, would not take effect until Jan. 1, and he asked if people could expect similar increases next year.

Mr. Moody responded that the new rates are part of the 2015 budget and he has told the aldermen there could be a similar increase for 2016. However, that is a preliminary estimate and it could be less based upon the sale of the water rights, lower costs during the upgrade of the water plant, etc.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Dec 15, 2014 7:00 PM

Morris Coburn moved that the minutes from Dec. 15, 2014 be accepted as presented. Marcia Milner seconded the motion. Minutes approved.

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

6. Agenda Items

A. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT FOR INSTALLATION OF INFRASTRUCTURE AND ISSUANCE OF A BUILDING PERMIT IN CONNECTION WITH THE DEVELOPMENT OF THE MORNINGVIEW DEVELOPMENT GENERALLY LOCATED AT MORNINGVIEW DRIVE AND STATE ROUTE 7.

Rick DeLuca presented a proposed development agreement with Freddie Pope for installation of infrastructure on a parcel of land south of the intersection of Morningview Drive and Mechanic Street. Bret Reece moved the agreement be accepted and Bret Brown seconded. Motion passed, 7-1, with Morris Coburn dissenting.

Council Bill 001 became Resolution 001.

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

B. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE EQUIPMENT FOR THE PURCHASE OF 1/3 OF THE PERSONAL PROTECTIVE EQUIPMENT (FIREFIGHTER TURNOUT GEAR) IN AN AMOUNT NOT TO EXCEED \$18,231.

Larry Francis told aldermen that only one supplier had responded to the call for bids for the final one-third of bunker gear, i.e. Feld Fire Equipment had submitted a bid for \$18,231 for the equipment. Since the department is pleased with the gear purchased during the past two year from Feld, Chief Francis asked the board to approve this bid as well. Bret Reece moved, Ivan Stull seconded. Vote 8-0.

Council Bill 002 became Resolution 002.

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

C. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH PR FITNESS EQUIPMENT (MATRIX FITNESS) FOR THE LEASE PURCHASE OF SIX TREADMILLS IN AN AMOUNT NOT TO EXCEED \$27,240.73.

Chris Deal informed board members that most of the Community Center's treadmills have not been replaced since the facility opened. With the increase in membership, this is a good time to replace equipment. Four bids for the lease-purchase of six new treadmills were received and PR Fitness Equipment was the low bidder. Commerce Bank offered the most attractive financing rate at 3% interest. David Dickerson moved and Bret Brown seconded. Vote 8-0.

Council Bill 003 became Resolution 003.

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

D. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MILNER O'QUINN FORD FOR THE PURCHASE OF ONE (1) POLICE INTERCEPTOR SEDAN AND TWO (2) POLICE INTERCEPTOR SUV'S IN AN AMOUNT NOT TO EXCEED \$79,537.00

Alderman Marcia Milner left the dais at 7:15 p.m. John Hofer told aldermen that funding for the replacement of three vehicles was in the current budget and he hoped to order

them as soon as possible in case Ford Motor was planning to discontinue production. Comparing bids from Milner O'Quinn to the state bid, the difference was \$659. David Dickerson asked why we weren't keeping our vehicles longer, and Administrator Moody said we are consolidating the fleet and the cars in question are 2007 and 2008 models. We want our patrol cars to be fuel efficient, to be reliable when kept outside, and to have good traction in snow and ice. As we replace older cars, we will keep the most reliable and trade others. Doug Meyer moved the bill be accepted. Stacey Dahlman seconded. Motion passed, 5-2, Aldermen Coburn and Dickerson voting no.

Council Bill 004 became Resolution 004.

Marcia Milner returned to the dais after the vote was taken.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Doug Meyer, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Brown, Reece, Meyer, Stull, Dahlman
NAYS:	David Dickerson, Morris Coburn
ABSTAIN:	Marcia Milner

E. A RESOLUTION DECLARING THE EXISTING ROHN LATTICE TOWER LOCATED AT THE OLD POLICE FACILITY, 208 E. PEARL TO BE SURPLUS PROPERTY AND ARRANGING FOR ITS REMOVAL

Chief Hofer presented the request to have the old radio tower declared surplus property so it could be removed from city property. He said the tower did not pass its most recent inspection and that City Attorney Mauer had drafted the contract between the city and Mr. John Coffey for its removal. Morris Coburn moved the tower be declared surplus and removed. Ivan Stull seconded. Motion passed 8-0.

Council Bill 005 became Resolution 005

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

F. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER WITH LEHMAN BROTHERS FOR WATERLINE IMPROVEMENTS IN THE 291/COMERCIAL STREET PROJECT IN AN AMOUNT NOT TO EXCEED \$20,000

Jerry Gibbs reported that making the new sewer connection on Commercial was problematic because other infrastructure blocks a smooth connection between the lines. Needed repairs would require approximately 80 feet of water line be replaced.

Aldermen noted that this would have to be accomplished with a contract, not a change order.

Bret Reece moved and Ivan Stull seconded a motion to amend the council bill as reflect a contract approval, not a change order. Motion passed 8-0.

David Dickerson moved and Marcia Milner seconded the motion to approve. Motion passed 8-0.

Council Bill 006 became Resolution 006.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

7. Aldermen and Committee Reports

None

8. Report from the City Administrator

Mr. Moody told aldermen that all the items on the police station punch list have now been completed and final payment will be made shortly.

9. Report from the Mayor

Mayor Wood said it has been his pleasure to serve as Mayor for 14 years and on the Board of Aldermen for 3 years prior to that, but he has decided not to run for re-election. He is looking forward to spending time with his family and especially his grandchildren.

10. Questions from the Media

None

11. Adjourn to Executive Session

No Executive Session

12. Adjourn From Regular Session

David Dickerson moved the meeting be adjourned. Morris Coburn seconded. Motion passed 8-0.

The meeting adjourned at 7:30 p.m.

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

Minutes Acceptance: Minutes of Jan 5, 2015 7:00 PM (Approval of Minutes)

Regular Meeting**Monday, January 5, 2015****7:00 PM**

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Jan 5, 2015 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Public Hearing for Morrison Alley Vacation

Type of Item: *Public Hearing*

Issue:

The applicant has requested that an undeveloped portion of an unnamed alley behind his house be vacated.

Background:

Location: That portion of undeveloped alley located between Blocks 216 and 221 of original Harrisonville. (See Attached Map)
Applicant: Scott Morrison

This is an undeveloped portion of an unnamed alley. The right-of-way was platted in the 1800s and is 15 feet wide. Staff is recommending that the city vacate the alley but keep the right-of-way as a utility easement.

Options:

The City may:

- Approve the request to vacate.
- Conditionally approve the application to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval



A. Discussion Item (ID # 1713)

Public Hearing for Vacating Morrison Alley

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of said alley.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public alley and forever vacate the following described alley, subject to the following reservation of the existing easements.

All of that portion of the unimproved alley lying south of Block 216 and north of Block 221 in Original Harrisonville, Harrisonville, Cass County, Missouri.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON JANUARY 19, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 19th DAY OF JANUARY 2015.

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

Kim Hubbard
City Clerk

APPROVED by the Mayor this 19th day of January 2015.

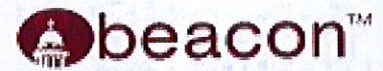
Attachments:

Morrison Alley Vacation attachments (1) (PDF)

Morrison Alley Vacation photos (DOCX)

Morrison Alley Vacation 2014 BOA Memo (1) (DOC)

Cass County, MO



Date Created: 11/19/2014



Parcel ID	132141103000109001	Alternate ID	n/a	Owner Address	MORRISON, SCOTT A & DEBORAH S
Sec/Twp/Rng	4-44-31	Class	Residential		705 E WALL
Property Address	705 E WALL HARRISONVILLE	Acreage	0.258		HARRISONVILLE MO 647010000
District	5713001				
Brief Tax Description	ORIG TOWN W65' E150.17' BLK 216 (Note: Not to be used on legal documents)				

Last Data Upload: 11/19/2014 1:47:48 AM



developed by
The Schneider Corporation
www.schneidercorp.com

All of that portion of the unimproved alley lying south of Block 216 and north of Block 221 in Original Harrisonville, Harrisonville, Cass County, Missouri.

Attachment: Morrison Alley Vacation attachments (1) (1713 : Public Hearing for Morrison Alley Vacation)



City of

Harrisonville

est. 1836

6.A.a

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

APPLICATION FOR STREET/ALLEY VACATION

Name of person(s) requesting vacation: SCOTT A. MORRISONAddress of person(s) requesting vacation: 705 E. WALL ST.Phone No. _____ Work No. _____ Cell No. (816) 517-9348

Attach legal description of right-of-way to be vacated:

Attach map showing location of right-of-way to be vacated, indicating nearby streets and adjacent properties.

Purpose for which request to vacate street/alley is being made:

IN ORDER TO USE A PORTION FOR STORAGE SPACE

Names and addresses of property owners adjacent to the property to be vacated.

Jeannie BAKER 701 E. WallBill McGowen 709 E. WallJames Wingo 706 E. Mechanic~~Janet F.G.~~ Collette Culver 702 E. Mechanic

(The persons making this request for vacation of right-of-way will be responsible for sending notice by certified mail to these property owners of this request for vacation of street/alley. A copy of this application will be considered appropriate notice of the request for vacation.)

A copy of Section 515.020 of the Code of Ordinances of the City of Harrisonville was given to me at the same time as this application. I understand that:

- This application must be on file with the City Clerk for 30 days before it can be presented to the Board of Aldermen for approval.
- Should any person object to this request who owns land which abuts upon this street/alley this application must remain on file an additional 30 days before presentation to the Board of Aldermen for approval.
- If this vacation is approved by the Board of Aldermen, the right-of-way vacated will revert to the adjoining property owners in the proportion in which it was originally taken from them. The City makes no representation as to ownership of the property vacated, and I understand that it may not revert 50/50.
- I understand that I must send notice of this request, certified mail, to the adjoining property owners no later than 20 calendar days after filing of this request. I will provide proof to the City Clerk of this mailing.

Date: Nov 14, 2014Scott A. Morrison
Signature of Applicant(s)

Date filed: _____

Kim Hubbard
City Clerk

ADJACENT PROPERTY OWNERS:

Note: The certified letters must be mailed to the adjacent property owners. Keep the receipts and green cards. Give these to April Clark at City Hall before the public hearing on Thursday, December 18. I have enclosed a map showing the location of the right-of-way to be vacated. Send a map along with the letters.

William & Lela May McGowen
709 E. Wall Street
Harrisonville, MO 64701

Jeanne Baker
701 E. Wall Street
Harrisonville, MO 64701

James Wingo
706 E. Mechanic
Harrisonville, MO 64701

Collette Culver
702 E. Mechanic
Harrisonville, MO 64701

Janet and Eugene Breaux
700 E. Mechanic
Harrisonville, MO 64701



View of Alley looking west.



View of Alley looking east.

M E M O R A N D U M

TO Mayor Wood & Board of Aldermen

FROM Rick DeLuca, Director of Community Development

DATE January 8, 2015

SUBJECT Morrison Alley Vacation

Type of Item: Action Item

Issue:

The applicant has requested that an undeveloped portion of an unnamed alley behind his house be vacated.

Background:

Location: That portion of undeveloped alley located between Blocks 216 and 221 of original Harrisonville. (See Attached Map)

Applicant: Scott Morrison

This is an undeveloped portion of an unnamed alley. The right-of-way was platted in the 1800s and is 15 feet wide. Staff is recommending that the city vacate the alley but keep the right-of-way as a utility easement.

Options:

The City may:

- Approve the request to vacate.
- Conditionally approve the application to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval



View of Alley looking west.



View of Alley looking east.



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Ordinance for Morrison Alley Vacation

Type of Item: *Approval*

Issue:

The applicant has requested that an undeveloped portion of an unnamed alley behind his house be vacated.

Background:

Location: That portion of undeveloped alley located between Blocks 216 and 221 of original Harrisonville. (See Attached Map)

Applicant: Scott Morrison

This is an undeveloped portion of an unnamed alley. The right-of-way was platted in the 1800s and is 15 feet wide. Staff is recommending that the city vacate the alley but keep the right-of-way as a utility easement.

Options:

The City may:

- Approve the request to vacate.
- Conditionally approve the application to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval

Council Bill No. 007**Ordinance No.****AN ORDINANCE VACATING AN UNIMPROVED ALLEY LYING SOUTH OF
BLOCK 216 AND NORTH OF BLOCK 221 IN ORIGINAL HARRISONVILLE,
HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of said alley.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public alley and forever vacate the following described alley, subject to the following reservation of the existing easements.

All of that portion of the unimproved alley lying south of Block 216 and north of Block 221 in Original Harrisonville, Harrisonville, Cass County, Missouri.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON JANUARY 19, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 19th DAY OF JANUARY 2015.

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

Kim Hubbard

City Clerk

APPROVED by the Mayor this 19th day of January 2015.



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Public Hearing for Manor Lane Vacation

Type of Item: *Public Hearing***Issue:**

The applicant has requested that an undeveloped portion of Manor Lane be vacated.

Background:

Location: That portion of undeveloped Manor Lane located South of Crestwood (See Attached Map)

Applicant: Jesse Bailey

This is an undeveloped portion of Manor Lane. The right-of-way was platted in 1959 and it has never been fully developed. The right-of-way is 25 feet wide and adjacent to Missouri Route 291. Staff is recommending that the city vacate the street but keep the right-of-way as a utility easement. This portion of Manor Lane abuts the property owned by Jessie Bailey (applicant), Walter and Norma Durbin (located to the South) and Missouri State Route 291 (located to the west). The City has already vacated the majority of the undeveloped portion of Manor lane.

Options:

The City may:

- ☐ Approve the request to vacate Manor Lane.
- ☐ Conditionally approve the application to vacate Manor Lane.
- ☐ Deny the request to vacate Manor Lane.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval

C. Discussion Item (ID # 1715)

Public Hearing for Manor Lane Vacation

AN ORDINANCE VACATING MANOR LANE FROM THE NORTH LINE OF LOT 145 TO THE SOUTH LINE OF LOT 145 (EXCEPT THE NORTH 25 FEET OF LOT 145) IN THE HILLCREST SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI.

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of Manor Lane.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public street and forever vacate the following described street, subject to the following reservation of the existing easements.

All of the Manor Lane right-of-way lying between the north line of lot 145 and the south line of lot 145, except the north 25 feet of lot 145, in the Hillcrest Resurvey Subdivision, Harrisonville, Cass County, Missouri as shown on the recorded plat thereof.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON JANUARY 19, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 19th DAY OF JANUARY 2015.

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

Kim Hubbard

City Clerk

APPROVED by the Mayor this 19th day of January 2015.

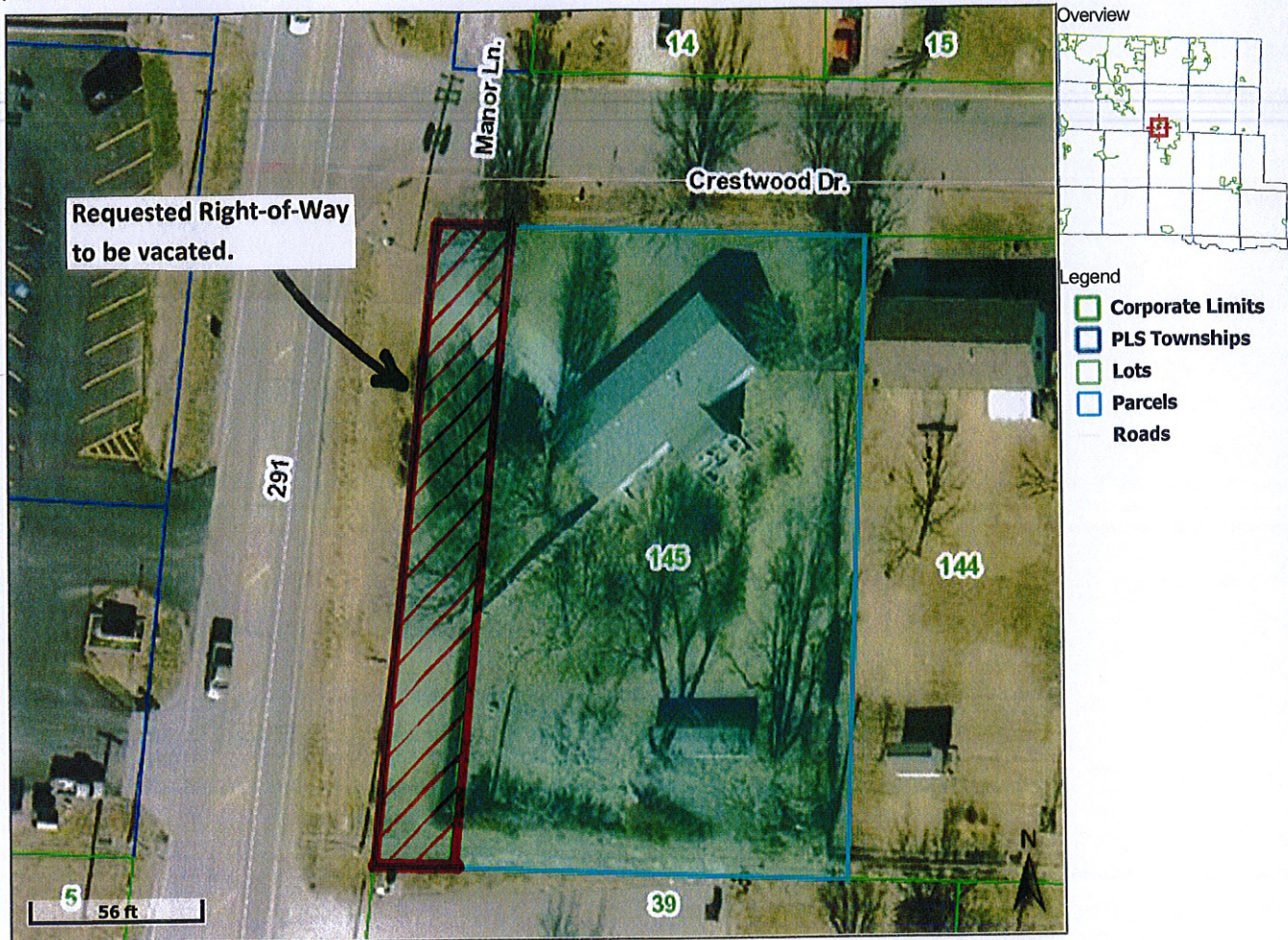
Attachments:

Manor Lane Vacation Attachments 2014 (1) (PDF)

Cass County, MO



Date Created: 11/6/2014



Parcel ID 080833200003084000

Sec/Twp/Rng 33-45-31

Property Address 2005 CRESTWOOD DR
HARRISONVILLE

District 6013001

Brief Tax Description HILLCREST ADDITION LOT 145

(Note: Not to be used on legal documents)

Alternate ID n/a

Class Residential

Acreage 0.755

Owner Address BAILEY, JESSIE A
2005 CRESTWOOD DR
HARRISONVILLE MO 647010000

Last Data Upload: 11/6/2014 1:40:21 AM

LEGAL DESCRIPTION:

All of the Manor Lane right-of-way lying between the north line of lot 145 and the south line of lot 145, except the north 25 feet of lot 145, in the Hillcrest Resurvey Subdivision, Harrisonville, Cass County, Missouri as shown on the recorded plat thereof.

Attachment: Manor Lane Vacation Attachments 2014 (1) (1715 : Public Hearing for Manor Lane Vacation)



City of

Harrisonville

est.
1836

6.C.a

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

APPLICATION FOR STREET/ALLEY VACATION

Name of person(s) requesting vacation:

Jessie A. Bailey

Address of person(s) requesting vacation:

3005 Crestwood Drive
Harrisonville, Mo. 64701

Phone No. _____

Work No. _____

Cell No. 816-258-1904

Attach legal description of right-of-way to be vacated:

Attach map showing location of right-of-way to be vacated, indicating nearby streets and adjacent properties.

Purpose for which request to vacate street/alley is being made:

Control and Sale of Property

Names and addresses of property owners adjacent to the property to be vacated.

Mo. Dot-Kansas City Area District
600 NE Colbern Rd. Lees Summit 64086Walter and Norma Durbin
402 S. Dalsey Ave, Harrisonville, Mo 64701

(The persons making this request for vacation of right-of-way will be responsible for sending notice by certified mail to these property owners of this request for vacation of street/alley. A copy of this application will be considered appropriate notice of the request for vacation.)

A copy of Section 515.020 of the Code of Ordinances of the City of Harrisonville was given to me at the same time as this application. I understand that:

- This application must be on file with the City Clerk for 30 days before it can be presented to the Board of Aldermen for approval.
- Should any person object to this request who owns land which abuts upon this street/alley this application must remain on file an additional 30 days before presentation to the Board of Aldermen for approval.
- If this vacation is approved by the Board of Aldermen, the right-of-way vacated will revert to the adjoining property owners in the proportion in which it was originally taken from them. The City makes no representation as to ownership of the property vacated, and I understand that it may not revert 50/50.
- I understand that I must send notice of this request, certified mail, to the adjoining property owners no later than 20 calendar days after filing of this request. I will provide proof to the City Clerk of this mailing.

Date: 11-26-2014

Signature of Applicant(s)

Jessie A. BaileyDate filed: 11/26/14

City Clerk

Jim Hubbard

ADJACENT PROPERTY OWNERS:

Note: The certified letters must be mailed to both property owners. Keep the receipts and green cards. Give these to April Clark at City Hall before the public hearing on Thursday, December 18. I have enclosed a map showing the location of the right-of-way to be vacated. Send a map along with the letters.

MoDOT - Kansas City Area District
600 NE Colbern Road
Lee's Summit, MO 64086

Walter and Norma Durbin
402 S. Halsey Ave.
Harrisonville, MO 64701



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Ordinance for Manor Lane Vacation

Type of Item: *Approval*

Issue:

The applicant has requested that an undeveloped portion of Manor Lane be vacated.

Background:

Location: That portion of undeveloped Manor Lane located South of Crestwood (See Attached Map)

Applicant: Jesse Bailey

This is an undeveloped portion of Manor Lane. The right-of-way was platted in 1959 and it has never been fully developed. The right-of-way is 25 feet wide and adjacent to Missouri Route 291. Staff is recommending that the city vacate the street but keep the right-of-way as a utility easement. This portion of Manor Lane abuts the property owned by Jessie Bailey (applicant), Walter and Norma Durbin (located to the South) and Missouri State Route 291 (located to the west). The City has already vacated the majority of the undeveloped portion of Manor lane.

Options:

The City may:

- Approve the request to vacate Manor Lane.
- Conditionally approve the application to vacate Manor Lane.
- Deny the request to vacate Manor Lane.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval

Council Bill No. 008**Ordinance No.**

**AN ORDINANCE VACATING MANOR LANE FROM THE NORTH LINE OF
LOT 145 TO THE SOUTH LINE OF LOT 145 (EXCEPT THE NORTH 25 FEET
OF LOT 145) IN THE HILLCREST SUBDIVISION IN HARRISONVILLE, CASS
COUNTY, MISSOURI.**

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of Manor Lane.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public street and forever vacate the following described street, subject to the following reservation of the existing easements.

All of the Manor Lane right-of-way lying between the north line of lot 145 and the south line of lot 145, except the north 25 feet of lot 145, in the Hillcrest Resurvey Subdivision, Harrisonville, Cass County, Missouri as shown on the recorded plat thereof.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON JANUARY 19, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 19th DAY OF JANUARY 2015.

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

Kim Hubbard

City Clerk

APPROVED by the Mayor this 19th day of January 2015.



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Public Hearing for MarkTwain Street & Short Street Vacations

Type of Item: *Public Hearing***Issue:**

The applicant has requested that an undeveloped portion of Mark Twain Street and Short Street be vacated.

Background:

Location: South and east of Trakside Mini-Storage (801 N. Lexington)
 Applicant: Bill Clark
 Adjacent Owners: Bill Clark & City of Harrisonville

The applicant has requested that an undeveloped portion of Mark Twain Street and Short Street be vacated (see attached maps). The only 2 adjacent property owners are the City (City Park) and the applicant. If the City chooses to vacate the street, an easement will be necessary within the subject right-of-ways.

Since this vacation is directly adjacent to City Park, staff presented this request to the Park Board for their recommendation. The Park Board tabled this request at their December meeting.

The applicant made a similar request in 2012. The 2012 request had been tabled until the law suit that Bill Clark, which had been filed against the residents that about the undedicated gravel Vine Street alley, has come to conclusion. There was also the possibility that the City may become a part of this suit. Judge Cook's decision determined/established the new property lines along the abandoned 100 foot street of railroad right-of-way. The undedicated gravel Vine Street alley resides within this abandoned railroad right-of-way. Consequently, staff is comfortable in moving forward with this vacation process.

NOTE: Mr. Clark is requesting an access off of Lexington Street. It should be noted that the floodplain is adjacent to, and within, the subject right-of-way. It may not be possible to construct the access point. If it is possible, it will likely impact how the requested access many be constructed.

Options:

The City may:

- ☐ Approve the request to vacate.
- ☐ Conditionally approve the application to vacate.
- ☐ Deny the request to vacate.

Planning and Zoning Commission Recommendation*(December 18, 2014)*

Approval

Park Board Recommendation

Pending

*Note: This is going before the Park Board because the ROW is adjacent to Park property.***Staff Recommendation:**

Approval

E. Discussion Item (ID # 1717)**Public Hearing for Vacating Portions of Mark Twain Street and Short Street**

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of that portion of Short Street and Mark Twain Street to be vacated.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as public streets and forever vacate the following described streets, subject to the following reservation of the existing easements.

PART OF THE RIGHT-OF-WAY OF MARK TWAIN STREET, AND PART OF THE RIGHT-OF-WAY OF SHORT STREET, AS PLATTED IN DUTRO'S ADDITION TO THE TOWN OF HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF LOT 6 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, THENCE SOUTH 1°55'11" WEST ALONG THE WEST LINE THEREOF, 693.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: CONTINUING THENCE SOUTH 1°55'11" WEST ALONG THE WEST LINE OF SAID LOT 6, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SHORT STREET AS PLATTED IN SAID DUTRO'S ADDITION, 215.19 FEET; THENCE NORTH 88°21'49" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MARK TWAIN STREET AND AN EASTERLY PROJECTION THEREOF, AS PLATTED IN DUTRO'S ADDITION TO THE TOWN OF HARRISONVILLE, 253.00 FEET TO THE NORTHWEST CORNER OF BLOCK 26 IN SAID DUTRO'S ADDITION; THENCE NORTH 1°38'11" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF LEXINGTON STREET AS NOW LOCATED, 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 19 IN SAID DUTRO'S ADDITION; THENCE SOUTH 88°21'49" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MARK TWAIN STREET, 213.30 FEET TO THE SOUTHEAST CORNER OF BLOCK 19 IN SAID DUTRO'S ADDITION, THENCE NORTH 1°55'11" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SHORT STREET AS PLATTED IN SAID DUTRO'S ADDITION, 155.54 FEET; THENCE SOUTH 87°51'17" EAST, 40.00 FEET TO

THE TRUE POINT OF BEGINNING. CONTAINS 21,403 SQUARE FEET, MORE OR LESS,
SUBJECT TO ANY EXISTING EASEMENTS.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON JANUARY 19, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 19th DAY OF JANUARY 2015.

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

Kim Hubbard

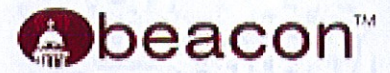
City Clerk

APPROVED by the Mayor this 19th day of January 2015.

Attachments:

Mark Twain - Clark Vacation Attachments (1) (PDF)

Cass County, MO



Date Created: 10/17/2014



Last Data Upload: 10/17/2014 1:57:48 AM

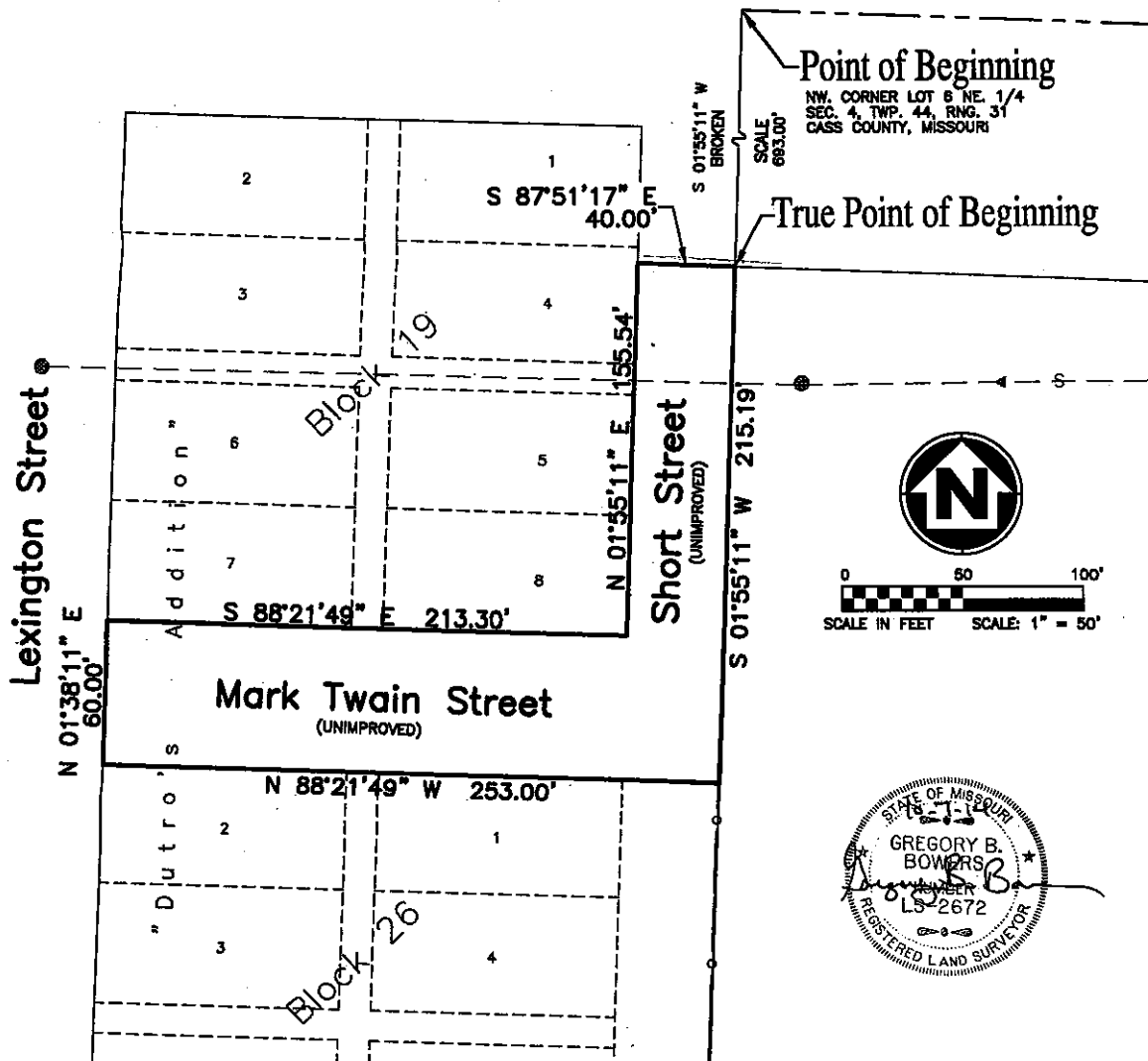
developed by
The Schneider Corporation
www.schneidercorp.com

Attachment: Mark Twain - Clark Vacation Attachments (1) (1717 : Public Hearing for MarkTwain Street & Short Street Vacations)

Tract Sketch

Description:

PART OF THE RIGHT-OF-WAY OF MARK TWAIN STREET, AND PART OF THE RIGHT-OF-WAY OF SHORT STREET, AS PLATTED IN DUTRO'S ADDITION TO THE TOWN OF HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF LOT 6 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, THENCE SOUTH 1°55'11" WEST ALONG THE WEST LINE THEREOF, 693.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: CONTINUING THENCE SOUTH 1°55'11" WEST ALONG THE WEST LINE OF SAID LOT 6, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SHORT STREET AS PLATTED IN SAID DUTRO'S ADDITION, 215.19 FEET; THENCE NORTH 88°21'49" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MARK TWAIN STREET AND AN EASTERLY PROJECTION THEREOF, AS PLATTED IN DUTRO'S ADDITION TO THE TOWN OF HARRISONVILLE, 253.00 FEET TO THE NORTHWEST CORNER OF BLOCK 26 IN SAID DUTRO'S ADDITION; THENCE NORTH 1°38'11" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF LEXINGTON STREET AS NOW LOCATED, 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 19 IN SAID DUTRO'S ADDITION; THENCE SOUTH 88°21'49" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MARK TWAIN STREET, 213.30 FEET TO THE SOUTHEAST CORNER OF BLOCK 19 IN SAID DUTRO'S ADDITION, THENCE NORTH 1°55'11" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SHORT STREET AS PLATTED IN SAID DUTRO'S ADDITION, 155.54 FEET; THENCE SOUTH 87°51'17" EAST, 40.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 21,403 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.



BOWERS SURVEY LLC
ESTABLISHED 1962

1908 W. MECHANIC STREET, SUITE 104
P.O. BOX 71
HARRISONVILLE, MISSOURI 64701
PHONE (816) 380-4821



City of

Harrisonville

est.
1836

6.E.a

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

APPLICATION FOR STREET/ALLEY VACATION

Name of person(s) requesting vacation: William CLARKAddress of person(s) requesting vacation: 26120 S. Southwood Rd.
HARRISONVILLE, MO. 64701Phone No. 9132080743 Work No. SAME Cell No. SAME

Attach legal description of right-of-way to be vacated:

Attach map showing location of right-of-way to be vacated, indicating nearby streets and adjacent properties.

Purpose for which request to vacate street/alley is being made:

To ACCESS adjoining property for Improvements
Property has been mowed & maintained by me for 11 yrs

Names and addresses of property owners adjacent to the property to be vacated.

William CLARK
26120 S. Southwood Rd. Harrisonville MO
64701

(The persons making this request for vacation of right-of-way will be responsible for sending notice by certified mail to these property owners of this request for vacation of street/alley. A copy of this application will be considered appropriate notice of the request for vacation.)

A copy of Section 515.020 of the Code of Ordinances of the City of Harrisonville was given to me at the same time as this application. I understand that:

- This application must be on file with the City Clerk for 30 days before it can be presented to the Board of Aldermen for approval.
- Should any person object to this request who owns land which abuts upon this street/alley this application must remain on file an additional 30 days before presentation to the Board of Aldermen for approval.
- If this vacation is approved by the Board of Aldermen, the right-of-way vacated will revert to the adjoining property owners in the proportion in which it was originally taken from them. The City makes no representation as to ownership of the property vacated, and I understand that it may not revert 50/50.
- I understand that I must send notice of this request, certified mail, to the adjoining property owners no later than 20 calendar days after filing of this request. I will provide proof to the City Clerk of this mailing.

Date: 9-25-2014William Clark
Signature of Applicant(s)Date filed: 10-15-14receivedKim Hubbard
City Clerkforwarded to R. DeLuca 10/15/14

Packet Pg. 37

Attachment: Mark Twain - Clark Vacation Attachments (1) (1717 : Public Hearing for Mark Twain Street & Short Street Vacations)

ADJACENT PROPERTY OWNERS:

Bill Clark (applicant)
802 N. Lake
Harrisonville, MO 64701

City of Harrisonville
300 E. Pearl Street
PO Box 367
Harrisonville, MO 64701

City of
Harrisonville
est. 1836
STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Ordinance for Mark Twain Street & Short Street Vacations

Type of Item: *Approval*

Issue:

The applicant has requested that an undeveloped portion of Mark Twain Street and Short Street be vacated.

Background:

Location: South and east of Trakside Mini-Storage (801 N. Lexington)
 Applicant: Bill Clark
 Adjacent Owners: Bill Clark & City of Harrisonville

The applicant has requested that an undeveloped portion of Mark Twain Street and Short Street be vacated (see attached maps). The only 2 adjacent property owners are the City (City Park) and the applicant. If the City chooses to vacate the street, an easement will be necessary within the subject right-of-ways.

Since this vacation is directly adjacent to City Park, staff presented this request to the Park Board for their recommendation. The Park Board tabled this request at their December meeting.

The applicant made a similar request in 2012. The 2012 request had been tabled until the law suit that Bill Clark, which had been filed against the residents that about the undedicated gravel Vine Street alley, has come to conclusion. There was also the possibility that the City may become a part of this suit. Judge Cook's decision determined/established the new property lines along the abandoned 100 foot street of railroad right-of-way. The undedicated gravel Vine Street alley resides within this abandoned railroad right-of-way. Consequently, staff is comfortable in moving forward with this vacation process.

NOTE: Mr. Clark is requesting an access off of Lexington Street. It should be noted that the floodplain is adjacent to, and within, the subject right-of-way. It may not be possible to construct the access point. If it is possible, it will likely impact how the requested access many be constructed.

Options:

The City may:

- ☐ Approve the request to vacate.
- ☐ Conditionally approve the application to vacate.
- ☐ Deny the request to vacate.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Park Board Recommendation

Pending

Note: This is going before the Park Board because the ROW is adjacent to Park property.

Staff Recommendation:

Approval

Council Bill No. 009

Ordinance No.

**AN ORDINANCE VACATING A PORTION OF MARK TWAIN STREET AND A
PORTION OF SHORT STREET IN THE ORIGINAL TOWN OF
HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of that portion of Short Street and Mark Twain Street to be vacated.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as public streets and forever vacate the following described streets, subject to the following reservation of the existing easements.

PART OF THE RIGHT-OF-WAY OF MARK TWAIN STREET, AND PART OF THE RIGHT-OF-WAY OF SHORT STREET, AS PLATTED IN DUTRO'S ADDITION TO THE TOWN OF HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF LOT 6 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, THENCE SOUTH 1°55'11" WEST ALONG THE WEST LINE THEREOF, 693.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: CONTINUING THENCE SOUTH 1°55'11" WEST ALONG THE WEST LINE OF SAID LOT 6, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SHORT STREET AS PLATTED IN SAID DUTRO'S ADDITION, 215.19 FEET; THENCE NORTH 88°21'49" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MARK TWAIN STREET AND AN EASTERLY PROJECTION THEREOF, AS PLATTED IN DUTRO'S ADDITION TO THE TOWN OF HARRISONVILLE, 253.00 FEET TO THE NORTHWEST CORNER OF BLOCK 26 IN SAID DUTRO'S ADDITION; THENCE NORTH 1°38'11" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF LEXINGTON STREET AS NOW LOCATED, 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 19 IN SAID DUTRO'S ADDITION; THENCE SOUTH 88°21'49" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MARK TWAIN STREET, 213.30 FEET TO THE SOUTHEAST CORNER OF BLOCK 19 IN SAID DUTRO'S ADDITION, THENCE NORTH 1°55'11" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SHORT STREET AS PLATTED IN SAID DUTRO'S ADDITION, 155.54 FEET; THENCE SOUTH 87°51'17" EAST, 40.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 21,403 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON JANUARY 19, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 19th DAY OF JANUARY 2015.

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

Kim Hubbard

City Clerk

APPROVED by the Mayor this 19th day of January 2015.



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: December 16, 2014
SUBJECT: Fire Union Memorandum of Understanding

Type of Item: *Contract*

Background: A management team consisting of Chief Francis, Chief Hofer and Director Tholen met and conferred with three fire union representatives from 12/20/11 through October of 2012. These meetings concentrated on gaining an understanding of the Union's position on each section of the proposed MOU. This also served as the management team's opportunity to explain management's perspective on each of the sections. The City Administrator began participating in these meetings in November of 2012, focusing on 5 primary issues identified by the union team. After options on each of these points were offered with no resolution, each team invited legal counsel to participate in negotiations, which began in July of 2014.

Review: The MOU primarily follows the terms currently spelled out in the City's Personnel Policy, although there are differences. These are summarized below:

Articles 1, 2, 3 and 4: These sections are unique to the MOU but are necessary sections if you are to approve an MOU.

Section 5.02: Allows employees to remotely attend a union meeting during "ready time", which is when they are not scheduled to perform duties and may relax. They still must respond to emergency calls and may not leave the station.

Article 6: Defines the work year and work schedule, which the Personnel Policy does not do. This will limit the City's ability to make changes in the work schedule during the contract if it so desires.

Section 7.03: Establishes how an open shift is to be filled. It is in keeping with the process currently followed and provides flexibility to minimize overtime and prevent putting a part time person in a situation where they must be provided benefits.

Article 8 Mandatory Overtime: The Personnel Policy does not spell out a specific process for requiring a person to work overtime. The language is in keeping with current practice and provides flexibility to address the same issues expressed in section 7.03 above.

Section 9.03: The last sentence provides for a forfeit of call back pay if the employee leaves

without being released. The Personnel Policy is silent in this regard.

Section 10.04: Provides that an employee attaining a Paramedic license shall be moved into the Paramedic pay grade even if they were hired as an EMT (lower pay grade). This is the current practice of the City though it is not specified in the Personnel Policy.

Section 16.01 and 17.01: These sections provide that Union employees shall receive the same insurance benefits provided to all other employees and the contribution by the City for these benefits shall be the same for Union employees as all other employees.

Article 18: States the City shall provide Professional Malpractice Insurance for Union employees. The City currently does this but it is not expressed in the Personnel Policy.

Article 21: States the City shall provide uniforms and protective equipment, which the City currently does but it is not expressed in the Personnel Policy.

Section 22.03: Describes the method/practice currently employed by the City to review and make changes to the Pay Scale. The language also requires that the Union be provided the information supporting a proposed change for review and recommendation two weeks prior to the presentation to the Personnel/Finance Committee. It also provides them an opportunity to meet with the City Administrator to discuss the changes, though the City is not required to obtain the Union's consent or approval for any changes. The Personnel Policy does not spell out in detail how changes to the Pay Scale will be developed or reviewed, nor does it provide an opportunity for employees to review the information, meet with the City Administrator or make recommendations prior to presentation to the Personnel/Finance Committee. It states merely that it shall be reviewed and a recommendation made for any changes. Of course, all employees are welcome to attend the meeting at which the presentation is made to the Personnel/Finance Committee.

Article 23: Personnel Reductions procedures are more detailed in the MOU than what we have in the Personnel Policy although the approach is similar.

Article 24: Discipline language is similar to the Personnel Policy, except it provides for the Employee to have a Union representative present.

Article 25: Grievance Procedure language is similar to the Personnel Policy, except in Section 25.03 the Employee may appeal a decision by the City Administrator to a newly formed Grievance Committee consisting of the Municipal Judge (fee shared if there is one), a Union Representative, and a City representative.

Article 26: Provides for a Labor-Management Committee specific to the Union. Although the other departments do not have a formal committee, we have had employee-based committees to address topics that are important to the employees.

Article 27: This section addresses “Ready Time,” the time when employees are on duty but not engaged in assigned tasks. Ready Time is not addressed in the Personnel Policy and the time period has had much discussion. The management team has worked to negotiate a consistent period for “ready time” each day, regardless of whether the day is a weekend or holiday. The language provides Captains the flexibility to release staff to “ready time” early.

Article 28: Promotion procedures reflect our current practices but are not detailed as such in the Personnel Policy. Language reflects the City's desire to promote from within but does not preclude hiring from outside.

Article 29 and 30: These sections create additional parameters under which we must manage. While the language is consistent with current practice or considered to be reasonable by the management team, it is not addressed in the Personnel Policy.

Article 31: Formally states that the City will “attempt to maintain staffing of 7 employees at all times” and spells out a captain and two paramedics shall be included in those 7 positions. This is consistent with what we schedule (1 captain, 3 paramedics and 3 EMTs) each shift. We do not always have seven people or this exact make up due to not being able to fill all absences due in part to not having enough part time and overtime budgets to pay a full time employee OT or part time employees to fill vacancies from sick leave, vacation, comp time, FLSA leave, work comp issues, funeral leave, vacancies due to turn over, and military leave. We attempt to fill the seven positions, but are not always able to do so. This is the case in all of our departments. The negotiated language allows for flexibility in circumstances where the City is unable to staff at 7 employees but it does not allow the City to make an overall policy decision to change the make-up of the staff or the target number without meeting and conferring with the Union.

Articles 33 & 35: Spell out current practice not expressed in the Personnel Policy.

Article 37: Provides for a three year term to the agreement.

Budget Impact: Language is not anticipated to create additional costs beyond those currently experienced or anticipated in the 2015 budget. Article 25 could produce additional expense if the number of grievances filed results in the Municipal Judge invoicing for his time.

Recommendation: The management team supports approval of the MOU.

Council Bill No. 094**Resolution No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF
HARRISONVILLE, MISSOURI TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH CASS COUNTY PROFESSIONAL FIREFIGHTERS,
LOCAL 3112**

WHEREAS, designated members of the city management team have engaged in a series of meetings with members of Cass County Professional Firefighters Union, Local 3112, to discuss personnel matters, and

WHEREAS, the attached Memorandum of Understanding has been drawn up and reviewed by legal counsel on both sides,

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 this Memorandum of Understanding on behalf of the City of Harrisonville

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 19th day of January 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 19th day of January 2015

AGREEMENT BETWEEN

The City of Harrisonville

&

**Cass County Professional
Firefighters
Local 3112**

January 2015

Attachment: MOU Final 12-16-14 (1691 : Fire Union Memorandum of Understanding)

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Agreement Between
The City of Harrisonville
 And
Local 3112, I.A.F.F.

We, the undersigned, as representatives of our respective organizations, wish to enter into an Agreement for the common good of the citizens we serve and ourselves. The City of Harrisonville (Employer) and Local 3112 will do everything within our power to uphold and live by the Mission Statement of the City of Harrisonville and Harrisonville Emergency Services.

We will follow and uphold all Agreements, policies, procedures, and practices made between us and/or adopted by the Board of Aldermen of the City of Harrisonville. We will always conduct ourselves as professionals and act in good faith in all of our dealings, with no hidden reservations or intent to mislead, keeping our mission and the citizens we serve as our main concern.

We will not run for office in any election for governing positions in the City of Harrisonville, or with any company or governing body which does business with or has any contract or Agreement with the City of Harrisonville (running for and participating in Local 3112 elections excluded). We find that doing so would constitute unethical behavior. We will not demean or defame the City of Harrisonville nor the Employees, officers, and members of either organization.

Article 1

PREAMBLE

1.01 The parties to this Agreement are the City of Harrisonville and Local 3112 of the International Association of Fire Fighters, referred to herein respectively as the Employer and Union/Employees.

1.02 It is the purpose of the Agreement to:

- (a) Establish procedures for the resolution of disputes concerning the interpretation or application of the specific terms of this Agreement.
- (b) Set forth in written form the understanding between the Employer and the Employees concerning salaries and other conditions of employment for the term of this Agreement.
- (c) Achieve and maintain harmonious relations between the Employer and the Local, to provide for equitable and peaceful adjustments of differences which may arise.

Article 2 RECOGNITION

- 2.01** The Employer recognizes Local 3112 as the sole and exclusive bargaining representative of a bargaining unit consisting of all full-time Captains, firefighter/paramedics and firefighter/EMTs employed by the City's Emergency Services Department.
- 2.02** Employees in some situations, particularly when serving as temporary shift commanders, are acting in a managerial capacity and any actions taken by them in that capacity are not subject to internal Union action.

Article 3 DEFINITIONS

- 3.01** EMPLOYEE: A full-time shift member as represented by the Union.
- 3.02** EMPLOYER: The City of Harrisonville or its lawfully designated representatives.
- 3.03** NORMAL PAY RATE: The Employee's hourly pay rate within the pay plan.
- 3.04** OVERTIME: Work performed at the direction of the Employer in excess of 106 hours in a 14-day cycle or as otherwise defined within ARTICLE 7.01 of this agreement.
- 3.05** SCHEDULED SHIFT: A consecutive work period, which includes meals, breaks, and rest periods, 24 hours in length, starting 0700 hours-ending 0700 hours.
- 3.06** CALLBACK: Return of an Employee to a specific work site to perform assigned duties during an emergency situation at the expressed authorization of the Employer at a time other than an assigned shift.
- 3.07** SENIORITY BY RANK: Length of continuous service within the Employee's present job classification.
- 3.08** DEPARTMENT SENIORITY: Length of the Employee's continuous service within the department.

- 3.09** IMMEDIATE FAMILY: Employee's spouse, children, grandchildren, grandparents, parents, brothers, and sisters, including those by marriage.
- 3.10** PERSONNEL POLICY: The Harrisonville Personnel Policy as it exists as of the date of execution of this Agreement.

Article 4

MANAGEMENT RIGHTS

- 4.01** The Union recognizes that the Employer retains, whether exercised or not, solely and exclusively, all expressed and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's service delivery is conducted, managed, and administered, except insofar as such rights are limited by the Agreement. The Union recognizes the right of the Employer to establish and maintain rules and procedures for the administration of the Harrisonville Emergency Services after consultation with the Employees during the term of the Agreement. In the event of a conflict between City or Departmental rules, policies, or procedures and this Agreement, the Agreement shall prevail. Any amendments to this Agreement must be in writing, signed and adopted by the parties.
- 4.02** It is understood by the parties that every incidental duty connected with operations enumerated in the job descriptions is not always specifically described; nevertheless, it is intended that the Employees shall perform all such duties.
- 4.03** The Employer reserves the right to discipline or terminate Employees for good reason.
- 4.04** The Employer shall determine and establish methods and processes by which duties are performed subject to the express terms of this Agreement.
- 4.05** The Employer shall have the right to transfer Employees within the Department subject to the expressed terms of this Agreement.
- 4.06** The Employer shall notify the Union of any proposed changes in policies regarding working conditions. The Employer will allow a reasonable time to meet and confer with the Union prior to implementing said changes. Both parties will be subject to the duty of good faith and fair dealing that accompanies all agreements.

- 4.07** Management reserves the right to make shift changes and assignments to best serve the organization.

Article 5
UNION BUSINESS

- 5.01** The Union shall elect Local employees from the bargaining unit to act as officers of the Union and shall inform the Employer in writing of such officers, including periodic changes. Neither officers nor members shall be discriminated against because of participation in Union activities.
- 5.02** Subject to emergency calls, Employees who are on duty during Union meetings may participate in such meetings electronically during ready time, utilizing their own computer(s) and the Department's wi-fi connection, once that connection is available.

Article 6
WORK SCHEDULE

- 6.01** The normal work year is two thousand nine hundred twenty (2920) hours; to be comprised of either assigned shifts or authorized leave time.
- 6.02** The normal designated work rotation shall consist of 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, followed by 96 hours off duty.

Article 7
OVERTIME

- 7.01** Work by non-exempt Employees in excess of their regular hours of work shall be considered overtime. Employees will be paid time and one-half for hours worked in excess of 106 per work period and as otherwise specified in this Agreement.
- 7.02** Overtime shall be calculated to the nearest fifteen (15) minutes unless the Employer implements a time-keeping system that is more accurate.

7.03

All open shifts will be filled in the following manner:

- a) The part time employees by position will be notified first of the open position. They will have 30 minutes to respond for the open shift. The Department may choose not to notify some or all of the part-time employees and proceed instead to full-time employees.
- b) If there is no response to the open shift, or if the Department elects not to utilize part-time personnel, then the full time employees by position will be notified. They will have 30 minutes to respond for the open shift. If more than one full-time employee responds, management may select from among those employees responding in order to minimize the number of overtime hours worked.
- c) If there is no response to the open shift then the provisions of Article 8 will take effect.
- f) Management will make reasonable accommodations for the member to handle personal affairs, if necessary, when a member is drafted for duty.

Article 8

MANDATORY OVERTIME

8.01

If an open shift is not filled by the procedures defined in Article 7, the Employer will attempt to fill the position through mandatory overtime as follows. The Department may but is not required to utilize part-time employees to fill positions using mandatory overtime.

8.02

Each shift shall maintain a "Draft List" listing each member of the shift eligible for mandatory overtime and recording the date each time an employee is required to work mandatory overtime.

- a) Lists that exist at the time of this Agreement will continue to be used.
- b) If a list is lost or becomes unusable, a new list will be started using department seniority, with the least seniority at the top of the list and eligible for mandatory overtime first.
- c) New department employees will be placed first on the draft list of their assigned shift.
- d) Employees that transfer from one shift to another will have the date of their last mandatory overtime from their old shift entered onto the draft list of their new shift.

- 8.03** When mandatory overtime is necessary, the employee with the minimum necessary qualifications with the longest time since their last mandatory overtime will be required to work. In the event that one employee cannot work the entire overtime due to length of continuous service limits, the employee with the minimum qualifications and the next longest time since their last mandatory overtime will also be required to work. The employee with the greatest department seniority will be allowed to choose which half of the mandatory overtime they will work.

Article 9

CALL BACK

- 9.01** All Employees who have completed their regular work schedule and left their normal place of work and who are called back to perform unscheduled emergency work, shall be compensated for not less than two (2) hours at a rate of time and one-half. After an Employee has been called back, under the above stipulated guidelines, that Employee shall receive no additional compensation for any additional call within that stipulated two (2) hour time period beginning with the original call back. All hours worked under the above stipulated Call Back guidelines shall be paid at a rate of time and one-half. Employees who are called to work less than one hour before the beginning of their normal work schedule do not qualify for the minimum two hour (2) payment. Pay for call in begins at the time the Employee arrives at the work site. Only hours actually worked will be counted in determining eligibility for overtime compensation. The City will pay no meal allowance.
- 9.02** If a full-time Employee is held over during an emergency past the designated time for shift change, the additional time will be recorded to the nearest fifteen (15) minutes, unless the Employer implements a more accurate method of time-keeping, and compensated in compliance with FSLA guidelines.
- 9.03** “Premium call-back pay” is pay (pursuant to the two-hour minimum) for time not actually worked, and time and one-half pay that would otherwise not be due because the employee has not worked 106 hours in the pay period. If an Employee who is called back leaves the assigned location without being released by the Department Director or his or her designee, that Employee forfeits Premium call-back pay and may be subject to discipline.

Article 10

PARAMEDIC TRAINING

- 10.01** If the Employer provides paramedic training without charging the cost of tuition to Employees, any Employee who voluntarily choose to take such training shall be required to sign an agreement with the Employer providing that if the Employee leaves the employment of the Employer voluntarily within less than two (2) years after completion of the training, the Employee will be required to repay the tuition at the time of entry which may be deducted from any amounts due by Employer to Employee. Twenty-five percent (25%) of the tuition shall be forgiven for each six (6) months of continuous employment after the training.
- 10.02** The department shall make every attempt to ensure that the student is able to attend classes.
- 10.03** Employer shall attempt to schedule Employees to allow attendance at paramedic class for those Employees to elect to pay tuition for the class themselves and not enter into an agreement with the Employer as provided in section 10.01.
- 10.04** When the Employee shows proof of passing the class and produces a EMT-P license to the Employer; the Employer shall pay the Employee at the level at which the Employee is licensed, regardless of whether the Employee is in that position at the time of passing the class.
- 10.05** If the Employee is hired in a Paramedic position without a Paramedic license, then the Employee shall not be paid as a Paramedic until appropriate Paramedic license is on file with the Employer.

Article 11

SENIORITY

- 11.01** The Employer shall be responsible for compiling a current seniority list, by rank, of all Employees and providing it to the Union upon request.
- 11.02** Department seniority shall be the determining factor for promotions only when all other job related qualifications are equal.

Article 12 VACATION

12.01 VACATION LEAVE

Employees shall be eligible for and accrue vacation leave credit as follows:

- (a) First full month following hire date to five years of service – 112 hours per year.
- (b) Beginning of year six to end of fifteen years of service – 168 hours per year.
- (c) Over fifteen years of service – 224 hours per year.

12.02 VACATION SCHEDULING

Employees may not take vacation leave until they have earned the vacation leave. Supervisors shall schedule vacation leave with regard for operating requirements, seniority of Employees, and insofar as possible, with the request of the Employee. Deadline for vacation requests shall be fourteen (14) days before scheduled vacation date. Vacation requests can be made within fourteen (14) days of scheduled vacation date with approval from shift commander.

12.03 VACATION CARRYOVER

Vacation leave shall be taken during the year it is accrued or during the year following its accrual. Annual vacation leave accrued for employees shall not exceed the maximum allowed at the end of the fiscal year. At the end of the City's fiscal year, employees having more than the allowed accrued hours will lose those excess hours, except as stated below.

12.04 Pay in lieu of vacation will only be granted when the Department Director affirms that the employee cannot be spared from the job without jeopardizing the City's services.

Article 13 SICK / BEREAVEMENT LEAVE

13.01 All full-time employees shall earn sick leave credit on a monthly basis for each calendar month actually worked. Employees shall accrue sick leave at the rate of 5.54 hours per pay period. New employees shall begin accruing sick leave on the first day of the pay period following their employment. The maximum amount of sick leave that may be accrued shall be 1440 hours.

- 13.02** Sick leave may never be taken in advance of earning the time. Use of accrued sick leave may be taken only for illness, disability, or pre-scheduled medical and dental appointments for employee, his/her spouse, children, step-children, parents, or any other person of which Employee may be legal guardian. Sick leave must be called in for verbal approval from the shift commander and written request for such leave must be submitted on the next work day following absence. Absence due to sickness, injury or disability in excess of accrued balance shall be charged against vacation time accrued, personal leave or leave without pay, in that order.
- 13.03** Employees shall notify their shift commander as soon as possible but at least two hours prior to the beginning of the scheduled work shift in order to be eligible for sick leave pay. The exception to this will be under extreme circumstances approved by the shift commander.
- 13.04** Employees shall continue to keep their duly authorized supervisor informed of their condition if the absence is more than one shift in duration.
- 13.05** Employees who are absent without Sick Leave are subject to counseling following Personnel Policy Section V, Paragraph F, subsection 4.
- 13.06** Employees may not engage in other work or activities that would hinder them in recuperation and allow them to return to work in an appropriate time. An Employee may be contacted by a fire department representative each duty day that he/she is on sick leave. Employees in conflict with this section are subject to counseling following Personnel Policy Section V, Paragraph F, Subsection 4.
- 13.07** **SICK LEAVE DONATION**
- In the event that an ill or injured full-time Employee has exhausted all sick leave, accrued vacation, accrued holiday and any accumulated compensatory time, he/she may be eligible for a donation from any full-time employee of any department. The donating Employee must have at least one year of full-time service with the City.
- Any donated sick leave hour must have been accrued in prior calendar years. The donating Employee's accrued sick leave balance shall not be reduced below 96 hours, and the donating Employee's accrued vacation leave balance shall not be reduced below 120 hours at the time of the donation.
- The ailing Employee is eligible to receive sick leave donations until he/she reaches his/her 91st consecutive day of leave or until disability insurance benefits

are received. The Employee receiving the donation will be credited with one hour's compensation at the Employer's normal rate for that Employee. Any hour donated will be deducted from the sick leave time available by the donating Employee.

An Employee may not donate sick leave to an ailing Employee who is actively working.

Donated time must be in increments of four (4) hours. Names of individuals donating leave will remain anonymous.

Donated sick leave will be distributed as received. Once sick leave has been donated the hours will be given to the ailing Employee and not returned to the donating Employee.

Sick hours donated shall not be counted as "use of sick leave" as defined in the sick leave conversion policy in Paragraph F, Subsection 2 of the Personnel Policy. Employees needing to utilize the policy will contact the Human Resource Department to initiate the process. Information will be distributed throughout the organization that the Employee is initiating the policy. Those Employees that are interested in donating some of their sick leave to this Employee will then contact the Human Resources Department.

13.08

BEREAVEMENT LEAVE

An Employee shall be granted funeral leave with pay for up to twenty four (24) hours to attend a funeral in the Employee's or Employee's spouse's immediate family or eight (8) hours for extended family. Additional time, to be deducted from sick leave, may be granted with the approval of the Department Director where extenuating circumstances exist.

Article 14

EXTENDED / LEAVE OF ABSENCE

14.01

REASONS FOR LEAVE

The following are the reasons for which an employee can take leave under the Family and Medical Leave Policy.

- (1) The birth of the employee's child and in order to care for the child;
- (2) The placement of a child with the employee for adoption or foster care;

- (3) To care for a spouse, child, or parent who has a serious health condition;
- (4) A serious health condition that renders the employee incapable of performing the functions of his or her job according to the employee's job description.
- (5) The entitlement for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement. When both spouses are employed by the same employer, the total amount of leave that they can take, combined, may be limited to twelve (12) weeks (480 hours) for the birth or adoption of a child.
- (6) This section will stay in accordance with FMLA.

14.02 OFF-DUTY INJURIES/ILLNESS

Employees who suffer off-the-job illness or injury may be eligible for "Light Duty." The City allows and encourages employees to come back to work, even if they cannot fully perform the essential functions of their position. Light Duty assignments may not always be available and all decisions determining whether or not Light Duty assignments are available will be made at the discretion of the Department Director. Such Light Duty shall not exceed those limits as defined in Paragraph K, Subsection 10 of the Personnel Policy. Employee may be eligible for FMLA leave as defined in applicable law and Section V.G of the Personnel Policy.

14.03 INJURIES / ILLNESS IN LINE OF DUTY

Employees who suffer on-the-job illness or injury are covered under State Workers' Compensation statutes and regulations for the duration of the illness or injury. All full-time regular or introductory employees will be granted injury leave or light duty status in the event of a bona-fide on-the-job injury.

14.04 ADDITIONAL MEDICAL OPINION

When an Employee desires to return to work from an off duty injury or a line of duty injury for which the Employee was not taking FMLA leave, and the Department does not concur that the Employee is in a physical and/or mental condition which is necessary for reinstatement at the Employee's rank/position as outlined in the job descriptions, a second medical opinion may be requested by the Department. The Employee may be examined by a physician selected and paid for by the Employer. The physician's report shall be used by the Department Director and City Administration to further evaluate the Employee's physical and mental ability to perform at the Employee's rank/position as outlined in the job descriptions along with the original attending physician's report.

14.05 APPLICATION FOR DISABILITY RETIREMENT

Any employee who is finally determined to be permanently disabled and who does not desire and who is not eligible for employment in a different position of the City service, and who formally applies for disability retirement pursuant to the Local Government Employees' Retirement System laws and regulations shall be given a letter signed by the City Administrator formally recommending on behalf of the City, that such retirement be granted.

Article 15**HOLIDAYS**

15.01 The Employer shall provide the following as paid holidays to Employees:

New Year's Day	Labor Day
Memorial Day	Good Friday
Independence Day	Thanksgiving Day
Christmas Day	President's Day
Christmas Holiday	Day after Thanksgiving
Veteran's Day	

15.02 Employees required to work on a Holiday shall be compensated at their regular rate of pay including applicable overtime, plus twelve hours of pay as their holiday benefit.

15.03 All full-time Employees not scheduled to work on the holiday will receive twelve (12) hour's pay at the Employee's regular rate.

Article 16**MEDICAL AND DENTAL INSURANCE**

16.01 Regular full-time employees shall be eligible for medical, dental, and other insurance that may be provided by the Employer. The Employer shall contribute to the cost of insurance for Employees in the same amount as other full-time City employees. Dependents shall be eligible for coverage on the same terms as the dependents of other full-time City employees. For Employees who enroll in these

programs, the effective date of coverage shall be the first day of the calendar month following employment unless starting on the first day of the month at which time coverage is immediate. During authorized leave of absence with pay, the coverage shall be continued. Employees will be responsible for paying their own, and their dependents', health and dental insurance while on approved leave of absence without pay in excess of one week unless on approved FMLA or military leave.

- 16.02** The Union will continue to have a representative on the Employer's benefits committee.

Article 17

SUPPLEMENTAL INSURANCE

- 17.01** Regular full-time Employees shall be eligible for life and other insurance that may be provided by the Employer. The Employer shall contribute to the cost of insurance for the Employee in the same amount as it contributes for other employees of the City. The Employee is responsible for any coverage he/she elects for his or her dependents. During authorized leave of absence with pay, including workers' compensation leave, the coverage shall be continued. Employees will be responsible for paying their own life, supplemental, and dependent insurance premiums while on approved leave of absence without pay in excess of one week unless on approved FMLA or military leave.

Article 18

PROFESSIONAL MALPRACTICE INSURANCE

- 18.01** The Employer shall provide professional malpractice insurance for Employees who are required to perform emergency medical services and/or apply lifesaving techniques in the line of duty. Employees so covered must be state licensed or Emergency Medical Technicians or EMT-Paramedic.

Article 19

RETIREMENT

- 19.01** Upon completion of six (6) month's employment, or based on the Employees eligibility, an Employee shall be enrolled in the Missouri Local Government Employee Retirement System (LAGERS), at the level adopted by the City for its Employees.

Article 20

SEVERANCE

- 20.01** Employees who are separated from the City service shall be compensated for vacation time accrued up to the date of separation, to the maximum accruals stated in Section V, Paragraph D, Subsection 2 of the Personnel Policy, except for Employees who fail to provide two weeks written notice of their resignation. This compensation will be at the Employee's pay rate at the time of termination. The Employer shall deduct from any ordinary vacation pay any sums which such Employee may owe to the Employer, and such Employee shall be entitled to receive only the amount of such vacation pay, less the amount of such deduction.

Article 21

CLOTHING / PERSONAL PROTECTIVE EQUIPMENT

- 21.01** The Department shall furnish to all Employees all required protective equipment the Employer shall deem necessary. The protective clothing will meet the current standards for serviceability (NFPA). These items shall be replaced at the Employer's expense when damaged beyond repair during any department activity unless caused by the negligence of the Employee. If the Employee is determined by the Department Director to have been negligent then the Employee shall pay for the replacement.
- 21.02** The Employer furnishes uniforms to all full-time uniformed Employees. Uniform items damaged during emergency operations or any department activity will be replaced by the Employer. Others damaged outside of emergency operations may be replaced at the discretion of the Department Director. Uniforms shall be kept in a clean and neat order by each Employee and are expected to be worn only while representing the Employer or when going to or from work, including incidental errands.

Article 22

SALARIES

- 22.01** Minimum starting base hourly wage shall be as established by the City of Harrisonville Compensation Structure. Hourly rate will be figured by dividing the minimum annual wage for the Employee's classification by $(2,756 + (164 * 1.5))$.
- 22.02** Overtime (time and one half) will be paid for all hours in excess of 106 per 14-day work period, for all hours worked in excess of employees' regularly-assigned shifts, and as otherwise provided by this Agreement.
- 22.03** When formulating the base annual pay each year for budgeting purposes, the City Administrator will provide the Union with the comparable cities used and the results of the wage survey. The comparison cities used for bargaining unit positions shall be the same cities used as comparables for other city employees. Search criteria and results will be provided in writing to the Union at least two weeks prior to inclusion in the budget proposal presented to the Personnel and Finance Committee, in order to allow time for the Union to request to meet and confer pursuant to Article 26 prior to finalization of the budget proposal. If meet and confer is requested, the City Administrator will be one of the three Employer representatives.

Article 23

PERSONNEL REDUCTION

- 23.01** When layoffs or reduction in the work force are necessary, they shall be accomplished in the following manner. Employees shall be laid off according to seniority within the department.
- When a reduction involves a rank higher than firefighter, Employees so displaced may bump into the next lower rank in which they have previously served. Likewise, those displaced Employees may bump into the next lower rank, etc., until Employees of the lowest rank and least seniority with the department shall be laid off.
- In the event that two (2) or more Employees in the lowest rank have the same Employment date, then Employees will be laid off in accordance with the seniority list.
- Employees selected for layoff shall be provided at least three (3) months' notice of such action.

- 23.02** Employees laid off shall be recalled in the reverse order of layoff for a period of up to two (2) years, after which Employer shall have no obligation to recall Employees or to recall Employees in any particular order.
- 23.03** The Employer may rehire Employees who have been placed on a reemployment list subject to the approval of the City Administrator. Employees who are rehired under this provision shall be reinstated and credited for his/her previous employment when computing vacation and other benefits, as provided in these rules except that, if the layoff has been for less than one (1) year, the five (5) continuous years of employment after rehire will be waived with the exception of the Lagers Retirement and that will be based upon the Lager's requirements at the time.

Article 24

DISCIPLINE

- 24.01** Any action which reflects discredit upon the municipal service or is a direct hindrance to the effective performance of the municipal government functions shall be considered good reason for disciplinary action against any Employee of the Department. Circumstances constituting reason for disciplinary action shall be a matter of record. Disciplinary action may include written reprimand, suspension, demotion, or termination. Some of the major reasons for disciplinary action are listed in the Personnel Policy under Section X, Paragraph E.
- 24.02** Any time an Employee is called before a supervisor for the purpose of considering disciplinary action of verbal reprimand or higher, the Employee shall have the right to have Union representation present. It shall be the responsibility of the Employee to inform and arrange for Union representation at a disciplinary meeting. The Employer shall endeavor to give the Employee sufficient advance notice of any such meeting so the Employee may attempt to arrange for Union representation

Article 25

GRIEVANCE PROCEDURE

- 25.01** The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute arising out of the application or interpretation of the terms of the Agreement or applicable provisions of the

Personnel Policy, including alleged unjust discharges or layoffs. Complaints regarding unjust discharges or layoffs must be filed in writing with the Local, and by the Union with Employer, within fifteen (15) calendar days of such discharge or layoff, or the member waives and grievance regarding same. Complaints regarding matters other than alleged unjust discharges or layoffs shall be presented in writing within thirty (30) calendar days of the event(s) giving rise to the grievance. The Employer shall respond to the Local in writing within ten (10) calendar days following the receipt of the grievance. The grievance process will follow the chain of command. This means that the grievance will be presented to the Department Director and then the City Administrator.

25.02 Notice of a grievance shall be in writing and shall clearly set forth the issues and contentions of the grieved party or parties. The Employee's representatives and the Employer's labor representative shall attempt to adjust grievances so presented.

25.03 If the representatives of the Employees and Employer are unable to adjust and resolve a grievance, the Employee or Union may submit the issue, within ten (10) calendar days of receipt of the City Administrator's response to the grievance, for consideration by a Grievance Review Board for an opinion on the matter. The Grievance Review Board shall be made up of one (1) member of the Local, chosen by the Local, one (1) representative of the City (other than the Emergency Services Department Director and the City Administrator), chosen by the City, and the person serving as the City's Municipal Court Judge, who will act as the Chairperson of the Grievance Review Board. In the event the person serving as the City's Municipal Court Judge charges a fee for serving on the Grievance Review Board, the City and the Union shall split the cost equally.

The Grievance Review Board will conduct a hearing at which the City and Union will present evidence and arguments in support of their positions. The Grievance Review Board will consider the matter and render a decision within 14 calendar days of receipt of the grievance, by secret written vote. The Grievance Review Board's decision will be forwarded to the Local and the City Administrator.

25.04 Any of the time limits specified herein may be extended by mutual agreement of the parties.

25.05 There shall be no strikes or lock outs during the term of this Agreement.

Article 26

LABOR-MANAGEMENT COMMITTEE

- 26.01** There shall be a Labor-Management Committee comprised of no more than three (3) representatives for the Employees and no more than three (3) representatives for the Employer. The purpose of the committee shall be to facilitate improved labor-management relations by providing a forum for the discussion of mutual concerns. This committee shall meet as may be scheduled.

Article 27

READY TIME

- 27.01** It is understood that the agreed-upon schedule contemplates that some scheduled hours will be designated as “ready time,” when routine inspections, training time, and testing will not be scheduled. Ready time is defined as the standby time in which no routine activities will be scheduled. This time will be the hours from 17:00 hours to 06:00 hours unless released earlier at the discretion of the Captain on duty. During the ready time period, equipment will be maintained in a manner that ensures readiness to respond to any emergency situation. Both parties agree that special circumstances may arise which may require that duties be performed during ready time.

Article 28

PROMOTIONS

- 28.01** The following procedures shall govern all promotions within the bargaining unit of the Fire Department. All examinations shall be impartial and shall relate to those matters, which will fairly test the abilities of the candidate to discharge the duties of the positions to be filled. Eligibility for promotion to the position of Captain or below shall be based on:

- (1) Inbox-Written Exercise
- (2) Written Examination
- (3) Tactical Exercise
- (4) Supervisory Exercise
- (5) Panel Interview

- 28.02** Employees must be Firefighter 1 & 2 certified, Missouri EMT-B at a minimum, have three (3) years Fire/EMS experience and have a record free of disciplinary

write-ups, probation or suspension within the prior year to take part in the promotion process. Employer wants to and will endeavor to promote from within the Department.

- 28.03** Announcements for promotion examinations shall be posted in each fire Station at least twenty-one (21) days prior to the closing date of the application. Applications received after the closing date shall not be considered.
- 28.04** All applicants will be notified of their final score and relative standing within twenty-one (21) days following the announced promotion. This time period may be extended by agreement of the Union and Department Director.
- 28.05** Promotions shall be in order from the top three (3) of the promotional list.
- 28.06** A promoted Employee shall serve a probationary period of six (6) months.

Article 29

EXTREME WEATHER

- 29.01** Employees will be required to respond to all calls from the public for service regardless of weather conditions. Employees will not be required to do outside routine deferrable maintenance, housekeeping, or training when there is a 25-degree wind chill or 95-degree heat index as measured at Fire Headquarters.

Article 30

OPERATIONAL CHANGE

- 30.01** Reasonable notice should be provided to the Employee in order to provide training at a level that is practical prior to the introduction or the implementation of technological change affecting Employees. The Department shall, by the written notice, furnish the Union with full information of the planned change. This notice shall contain relevant information respecting:
 - (a) The nature and the degree of the change.
 - (b) The date or dates on which the Department plans to effect the change.
 - (c) The location or locations involved.

Article 31**STAFFING LEVELS**

- 31.01** The Employer will utilize Articles 7 and 8 in an attempt to maintain staffing of seven (7) Employees on duty within the Department at all times and available for response to alarms. This staffing will include one (1) Captain or Qualified Captain and two (2) paramedics.

Article 32**E.M.S. LICENSING**

- 32.01** The Department shall provide sufficient training for the Employee to obtain adequate CEUs (Continuing Education Units) as required by the State of Missouri to maintain the EMS licenses of all the EMTs and Paramedics. It is the employee's responsibility to maintain necessary licenses.
- 32.02** It will be the responsibility of the Employee to ensure that he or she has adequate CEU's to relicense his or her National Registry and/or State EMS licensure.
- 32.03** It will be the responsibility of the Employees to provide the EMS Education Coordinator the dates that each license (EMT-B, EMT-P, ACLS, PALS/PEPP, ITLS/PHTLS/BTLS) will expire so that adequate time can be made to have these classes scheduled.

Article 33**WELLNESS PROGRAM**

- 33.01** The Employer may provide time during normal working hours in which personnel may participate in an approved wellness program and regular exercise.

Article 34**ASSIGNED DUTIES**

- 34.01** The Union shall not prohibit or discourage in any way Employees of the Department from fulfilling any duties and/or contracts entered into by the Department and its officers.

Article 35

NEW EMPLOYEES

- 35.01** All new Employees shall be on probation for a period of twelve (12) months. Under special circumstances the Department Director may extend the employees probationary period.
- 35.02** During the probationary period, new employees will be considered members of the bargaining unit and may join the Union.
- 35.03** Probationary employees who are released during the probationary period pursuant to Section IX of the Personnel Policy shall not have the right to appeal that release through the grievance process.

Article 36

SAVING CLAUSE

- 36.01** Should any provisions of the Agreement, or the application of such provision be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted state or federal legislation, such provisions shall be automatically terminated, and the remaining provisions of the Agreement shall remain in full force and effect for the term of the Agreement.

Article 37

DURATION OF AGREEMENT

- 37.01** This Agreement shall be effective from January __, 2015, through January __, 2018, and shall continue in effect thereafter unless either party notifies the other in writing on or before October 1, 2017, that it wishes to meet and confer for purpose of modifying the Agreement. The Agreement shall continue in effect during negotiations for a successor agreement.

THE CITY OF HARRISONVILLE

_____ Date _____
Keith Moody
City Administrator

_____ Date _____
Larry Francis
Fire Chief
Harrisonville Emergency Services

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, EMPLOYEE 3112

_____ Date _____
Jason Honderick
I.A.F.F. 3112 President

_____ Date _____
Henry Scott
I.A.F.F. 3112 Vice President



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Thomas, Director
DATE: December 30, 2014
SUBJECT: Contractor for Lake Harrisonville Intake Pump Feeder Line Project

Type of Item: *Change Order*

Construction of a 12.5KV overhead distribution crossing over Lake Harrisonville using a 1,200' span electrically fed from KCP&L. The overhead crossing will replace the underground primary installed in the lake approximately 30 years ago.

The overhead crossing was designed by Finley Engineering, the same firm that designed the 69KV South Transmission Tie Re-build Project currently under contract and constructed by PAR Electric. The material used will be the department's stocked standardized transmission line hardware for future maintenance and repair. Finley Engineering estimated contractor installation labor costs of \$78,370. My estimate was \$98,538 which included estimated funding for rock boring that could be encountered during structure installations.

I had several negotiations with PAR Electric for a Change Order price to include the Lake Harrisonville Crossing Project construction labor. Their original prices began at \$120,000 and we ended at \$71,000. There will be a \$250/ft. rock adder for structure installations. This is the same rock adder that was negotiated with the South Tie Project. There will definitely be rock encountered during the installations and I believe my cost estimate will be much closer than Finley Engineering upon completion of the project. I estimate the total construction labor to come in under \$92,000 which allows \$21,000 for rock.

We recommend approval of the Change Order to PAR Electric for a not to exceed amount of \$92,000.

This Change Order will be paid for from available funds in CWSS Fund #08-6-0931-3047.

This project was originally scheduled to be completed in December of 2014 but due to contract negotiation issues and design could not begin until the first quarter of 2015. The project was originally included in a lump sum amount in the 2014 budget for raw water infrastructure improvements including the Water Plant, but there was never a specified amount. Original estimates for the project in early 2014 were approximately \$300,000. Final project costs including all labor, material, and engineering are approximately \$180,000. Money will be requested for re-appropriation for this project from the 2014 CWSS Fund Budget, account #08-6-0931-3047.

Council Bill No. 010**Resolution No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A CHANGE ORDER WITH PAR ELECTRIC TO INCLUDE
CONSTRUCTION LABOR ON THE LAKE HARRISONVILLE CROSSING
PROJECT IN AN AMOUNT NOT TO EXCEED \$92,000.**

WHEREAS, the City of Harrisonville Electric Utility has determined that PAR Electric is able to provide construction labor on the Lake Harrisonville crossing project and

WHEREAS, PAR Electric agrees to provide the needed labor for the City of Harrisonville Electric Utility;

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 execute a change order with PAR Electric to include construction labor on the Lake Harrisonville crossing project in an amount not to exceed \$92,000.

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 19th day of January, 2015.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 19th day of January, 2015.



TO: Board of Aldermen
FROM: Keith Thomas, Director
DATE: January 5, 2015
SUBJECT: Poles for Lake Harrisonville Intake Pump Feeder Line Project

Type of Item: *Approval*

Douglas Fir poles for structures required for use in the 12.5KV Lake Harrisonville distribution crossing.

The 12.5KV Lake Harrisonville distribution crossing has been designed by Finley Engineering and the poles need to be purchased for construction by PAR Electric to coincide with the construction of the 69KV South Tie Transmission Line Re-build Project.

Bell Lumber & Pole Co. was the low bidder on the previous projects transmission line structures and also had the quickest delivery.

We recommend approval of the 2-90' H1's and 4-100' H1's to Bell Lumber & Pole Co. for a delivered price of \$29,496 with a self-unloader.

The poles will be paid from funds available in CWSS Fund #08-6-0931-3047.

Council Bill No. 011

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH BELL LUMBER & POLE CO. FOR THE
PURCHASE OF ELECTRIC POLES FOR USE IN THE LAKE
HARRISONVILLE DISTRIBUTION CROSSING IN AN AMOUNT NOT TO
EXCEED \$29,496**

WHEREAS, the City of Harrisonville Electric Utility has determined that Bell Lumber & Pole Co. is able to meet the specifications needed for Douglas fir electric poles to be used in the Lake Harrisonville distribution crossing; and

WHEREAS, Bell Lumber & Pole Co. agrees to provide the needed materials for the City of Harrisonville Electric Utility;

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 Bell Lumber & Pole Co. for the purchase of electric poles to be used in the Lake Harrisonville distribution crossing in an amount not to exceed \$29,496.

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 19th day of January, 2015.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 19th day of January, 2015.



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: January 7, 2015
SUBJECT: LAKE HARRISONVILLE PROPERTY SURVEY

Type of Item: *Agreement*

BACKGROUND

Lake Harrisonville was placed into service in 1972. The surface of the lake covers 420 acres and has a watershed of over 9400 acres. The land for the lake was purchased from over 30 adjoining property owners. There is no information on how the boundary was determined and there appears to be no common distance from the lake to existing fences. In some cases there are no fences. A 1970 "Lake Site" drawing showing the lake was found identifying the properties and showing the property boundary following the lake shoreline in many areas. Bowers Surveying provided the initial surveying for Lankford and Collins. Many of the deeds were found in city files. They did not provide any insight in to the development of the property line.

Staff has applied for a grant from the U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) new Regional Conservation Partnership Program (RCPPE). Our pre-proposal was 1 of 200 out of over 600 accepted and asked to submit a final application. The final application was submitted and an announcement is expected in the next two weeks on the level of funding received. The grant will help implement best management practices for the land adjacent to the lake and in the 9400 acre watershed. The lake needs to be better protected if it is expected to provide a safe and adequate water supply for the next 30 years.

ISSUE

No one is sure how much property the city owns between the lake's edge and the land boundary. In the last forty years some property ownership has changed, fences have been installed and property use has changed. Houses are being constructed closer to the lake to take advantage of the view the lake offers. A boat dock has been installed at some time at one of these locations. A survey will clearly define the lake's property boundaries. Property line markers will need to be installed at each change in direction of the property line.

Bower's Surveying has submitted a proposal for \$45,000 to perform the property survey. Surveying this time of year is beneficial with the lack of foliage to hinder the surveying. The

city will be sending out a letter to each property owner to inform them of the surveying and its purpose. The letter will also inquire if the city granted physical access to the lake's edge for any reason.

Staff is recommending the City Administrator be authorized to sign an agreement with Bowers Engineering and Survey for \$45,000. This project was included in the 2015 Budget, account 08-6-0720-0216 shows \$40,000 was allocated for the project. The proposed overage will be managed within the line item.

Council Bill No. 012**Resolution No.****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH BOWERS ENGINEERING AND
SURVEYING FOR THE SURVEY OF LAKE HARRISONVILLE PROPERTY
BOUNDARIES IN AN AMOUNT NOT TO EXCEED \$45,000.**

WHEREAS, the City of Harrisonville has need of an up to date property survey of land surrounding Lake Harrisonville; and

WHEREAS, Bowers Engineering and Survey agrees to provide the needed services for the City of Harrisonville

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 Bowers Engineering and Survey for a survey of Lake Harrisonville property boundaries at a price not to exceed \$45,000

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 19th day of January, 2015.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 19th day of January, 2015.

January 8, 2015

Mr. Jerry Gibbs, P.E.
Public Works Director
City of Harrisonville
201 W. Chestnut
Harrisonville, MO 64701

Re: Proposal / Agreement for Land Surveying Professional Services for a Boundary Survey of Lake Harrisonville located in Cass County, Missouri.

Dear Mr. Gibbs,

I am pleased to present to you our Cost Proposal / Agreement for surveying services to provide a Boundary Survey of Lake Harrisonville, located in Sections 26, 27, 28, 33, 34 & 35, Township 46, Range 31, and Section 3, Township 45, Range 31, Cass County, Missouri.

Bowers Engineering & Surveying, Inc. (Surveyor) shall provide land surveying services as described in this proposal agreement. This proposal is based on the previous cost proposal provided to you by Greg Bowers, P.L.S., Bowers Survey LLC. As you know, we have combined the surveying and engineering businesses into one business. The purpose of this more formal proposal is to confirm the new company name, our scope of services and fees for the project.

The boundary survey shall be provided as described in the scope of services below. Services shall be provided upon receiving notice to proceed from the City of Harrisonville, (Client).

SCOPE OF SERVICES

1. Boundary Survey

- A. Boundary Survey of the Lake Harrisonville tract located in Sections 26, 27, 28, 33, 34 & 35, Township 46, Range 31, and Section 3, Township 45, Range 31, Cass County, Missouri. The boundary survey shall be provided in conformance with the Missouri Minimum Standards for Property Boundary Surveys. The boundary survey shall be based on the property description provided or confirmed by the client.
- B. Existing utility easements will be shown if easement documents are provided by the client. It will be necessary to have a local title company provide the research and copies of the recorded easement documents. As we understand, it is possible that not all of the easements may have been recorded. If the unrecorded easements are provided we will show or state the easement conditions on the survey, as it may be determined. Any deed copies required to determine boundaries or existing easements will be billed at cost.
- C. Property corners will be set or referenced with 1/2" iron bars with 1" plastic caps. Section corners that may be set as a part of this survey will be 5/8" iron bars with 2" aluminum caps. The corners will be flagged with 30" wood lathe and flagging. If the Client would like for the corners to be flagged with a steel post and sign the posts and signs will be billed at cost, if provided by the Surveyor. All field materials will be billed at cost.
- D. A Plat of Survey drawing will be provided that illustrates the subject tract including a legal description of the property, monumentation of the property and section corners, existing easement limits shown or stated, as applicable, and existing occupation lines, such as fences and tree rows.

COMPENSATION

The estimated cost to you for the above services is \$45,000.00. This is not to be construed as a maximum or minimum, only an estimate. We propose to invoice you at our current hourly rate schedule, a copy of which is attached and made a part of this proposal, plus reimbursable expenses.

INVOICES & PAYMENTS

Bowers Engineering & Surveying, Inc. shall submit its invoices to the Client on a monthly basis or upon completion of each work item. Invoices are due and payable upon receipt and shall be considered past due if not paid within 30 days. If Client fails to make any payment due Surveyor for services and expenses within 30 days of Surveyor's invoice date, then, amounts due Surveyor will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day.

ASSUMPTIONS / NOTES

The professional services that Bowers Engineering & Surveying, Inc. will provide under this Proposal / Agreement include, and are limited to, those described above. All other services are specifically excluded. Listed below are assumptions and notes related to this Proposal.

1. The Client shall provide a letter to all neighboring land owners, making them aware that we will be working along their properties, and as required, possibly crossing their properties to perform the necessary field work.
2. Reimbursable expenses not listed above shall be invoiced at cost.
3. Additional Services shall include surveying items not specifically listed above in this proposal agreement.
4. Refer to Exhibit "A" for Bowers Engineering & Surveying, Inc. Hourly Rate Schedule.

SCHEDULE

Bowers Engineering & Surveying, Inc. will schedule the work upon receipt of the signed Authorization to Proceed Form (attached to this proposal) or upon receipt of Notice to Proceed from the Client. As of the date of this proposal / agreement, we anticipate beginning the work within one to two (1 to 2) weeks, and upon suitable weather conditions. Standard provisions of agreement for professional services is attached and included hereof. Should you have any questions or require additional information, please do not hesitate to contact me at (816) 380-4821 or troy@bowersengineers.com.

Sincerely,

Troy S. Bowers, P.E., P.L.S.
Bowers Engineering & Surveying, Inc.

January 8, 2015

Mr. Jerry Gibbs, P.E.
Public Works Director
City of Harrisonville
201 W. Chestnut
Harrisonville, MO 64701

Re: Proposal / Agreement for Land Surveying Professional Services for a Boundary Survey of Lake Harrisonville located in Cass County, Missouri.

Authorization for Professional Services

I/we hereby authorize Bowers Engineering & Surveying, Inc. to proceed with the services outlined within the Proposal for Engineering and/or Surveying Services and I will be responsible for the invoice of said services.

Signature Title Date

Print Name

Company Name

Billing Address

Attachment: Proposal - Lake Harrisonville Boundary Survey (1712 : LAKE HARRISONVILLE PROPERTY SURVEY)

EXHIBIT "A"**Bowers Engineering & Surveying, Inc.****2015 Hourly Rate Schedule**

Registered Professional Engineer	\$100.00/hour
Registered Professional Land Surveyor	\$100.00/hour
Land Surveyor	\$85.00/hour
One Man Survey Field Crew	\$135.00/hour
Two Man Survey Field Crew	\$150.00/hour
Three Man Survey Field Crew	\$165.00/hour

Equipment

GPS Antennas	\$20.00/hour
ATV or UTV	\$20.00/hour

Reimbursable Expenses

24" x 36" Paper copies	\$ 4.00 / Sheet
24" x 36" Mylar copies	\$ 8.00 / Sheet
8.5" x 11" Project Manual or SWP3 Manual	\$50.00 / Manual
Ownership & Encumbrance Report	At Cost
Application Fees	At Cost
Recorder's Office Fees	At Cost
Field Materials	At Cost

Attachment: Proposal - Lake Harrisonville Boundary Survey (1712 : LAKE HARRISONVILLE PROPERTY SURVEY)

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Bowers Engineering & Surveying, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Indemnification: *The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Bowers Engineering & Surveying, Inc., his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Bowers Engineering & Surveying, Inc.*

Limitation of Liability: *In recognition of the relative risks, rewards and benefits of the project to both the Client and Bowers Engineering & Surveying, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Bowers Engineering & Surveying, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for this contract, whichever is more. Such causes include, but are not limited to, Bowers Engineering & Surveying, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.*

Access to Site: Unless otherwise stated, Bowers Engineering & Surveying, Inc. will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

Information Provided By Others: Client shall furnish at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Bowers Engineering & Surveying, Inc. may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Bowers Engineering & Surveying, Inc. shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Bowers Engineering & Surveying, Inc. shall be submitted to non-binding mediation. Client and Bowers Engineering & Surveying, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Invoices/Payments: Invoices for Bowers Engineering & Surveying, Inc.'s services shall be submitted at Bowers Engineering & Surveying, Inc.'s option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon presentment. If the invoice is not paid within the immediate 30 day period following presentment, Bowers Engineering & Surveying, Inc. may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Bowers Engineering & Surveying, Inc. may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Bowers Engineering & Surveying, Inc. for any such suspension. Client agrees that the remaining work items that are to be provided by Bowers Engineering & Surveying, Inc. (listed in the scope of services within this proposal agreement), shall be paid in full to Bowers Engineering & Surveying, Inc. prior to commencement of other services as a Retainer for services of Bowers Engineering & Surveying, Inc.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (18% Annual Percentage Rate) (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis for mechanics liens on any and all other debt collection remedies available.

Certifications, Guarantees and Warranties: Bowers Engineering & Surveying, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Bowers Engineering & Surveying, Inc. cannot ascertain.

Standard of Care: Services performed by Bowers Engineering & Surveying, Inc. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Termination of Services: This agreement may be terminated by the Client or Bowers Engineering & Surveying, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay Bowers Engineering & Surveying, Inc. for all services rendered to the date of termination, all-reimbursable expenses, and reimbursable termination services.

Ownership of Documents: All documents, including electronic files, produced by Bowers Engineering & Surveying, Inc. under this agreement shall remain the property of Bowers Engineering & Surveying, Inc. and may not be used by the Client for any other endeavor without the written consent of Bowers Engineering & Surveying, Inc.

Hazardous Materials: The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Bowers Engineering & Surveying, Inc., its officers, partners, employees and subconsultants (collectively, Bowers Engineering & Surveying, Inc.) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Bowers Engineering & Surveying, Inc.

Jobsite Safety: Neither the professional activities of Bowers Engineering & Surveying, Inc., nor the presence of Bowers Engineering & Surveying, Inc. or its employees and subconsultants at a construction/project site, shall impose any duty on Bowers Engineering & Surveying, Inc., nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Bowers Engineering & Surveying, Inc. and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, Bowers Engineering & Surveying, Inc. and Bowers Engineering & Surveying, Inc.'s subconsultants. The Client also agrees that the Client, Bowers Engineering & Surveying, Inc. and Bowers Engineering & Surveying, Inc.'s subconsultants shall be made additional insured under the Contractor's policies of general liability insurance.

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 either the Client or Bowers Engineering & Surveying, Inc. Bowers Engineering & Surveying, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Bowers Engineering & Surveying, Inc. because of this Agreement or the performance or nonperformance of services hereunder. The Client and Bowers Engineering & Surveying, Inc. agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Reimbursables: All expenses will be billed directly to the client and are in addition to the contract amount, unless indicated differently in the proposal.