AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 18, 2015
7:00 PM

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

2. **Roll Call**

   A. **Roll Call**

3. **Ceremonial Matters**

4. **Public Participation**

5. **Approval of Minutes**

   A. **Board of Aldermen - Regular Meeting - May 4, 2015 7:00 PM**

6. **Agenda Items**

   A. **Council Bill 38: A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with David E. Ross Construction for filter rehabilitation work at the Harrisonville Water Treatment Plan in an amount not to exceed $406,528.**

   B. **Council Bill 039: AN ORDINANCE APPROVING SUPPLEMENT #1 TO THE COST SHARE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

   C. **Council Bill 040: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PHASE 2 OF THE 291, CASS COUNTY, JOB NO. J4P3002**

   D. **Discussion of Strategic Plan Update Process**

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 14th day of May 2014

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Kim Hubbard, City Clerk

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

City of Harrisonville est. 1836

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 4, 2015
7:00 PM

1. Call to Order & Pledge of Allegiance

2. Roll Call

Attendee Name	Title	Status	Arrived
Judy Bowman	Board Member	Present	
Clint Long	Board Member	Present	
Josh Stafford	Board Member	Present	
David Dickerson	Board Member	Present	
Ivan Stull	Board Member	Present	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Brian Hasek	Mayor	Present	

Others Present: City Administrator Keith Moody, City Attorney Steve Mauer, Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Chris Deal, EMS Director Larry Francis, Street Department Supervisor Rodney Jacobs, Public Works Director Jerry Gibbs and Assistant Public Works Director Eric Patterson.

Mayor Hasek announced that he would like for those who want to comment on an agenda item to raise their hand to be recognized before commenting and that he will announce when there's open discussion. Mayor Hasek noted he believes this would provide for better documentation.

3. Ceremonial Matters

None

4. Public Participation

Jay Schick, 705 W. Wall addressed board regarding the standing committee appointments and the lack of representation for some wards and that Alderman Bowman was not appointed to any of the committees. Mayor Hasek responded that he filled the positions that were vacant from the results of the election and tried not to change too much due to the learning curve of the new incoming board members.

John Foster, 2619 Duncan Circle, expressed his disappointment in the Mayor for the appointments made to the standing committees. Mr. Foster stated he did not buy the Mayor's his excuse of the learning curve of the new board members as there was a new alderman that was serving on all four committees. Mr. Foster noted the lack of utilization of the ladies on board on the committees. Mr. Foster stated he thought the Mayor should rescind the appointments made to the standing committees.

Doug Meyer, 2617 Duncan Circle, noted Alderman Long was on 3 committees and 1 alternate and he was still in the learning curve and the he did not think there was balance on the committees.

Mr. Meyer asked if Mr. Bennett had filled out an application, it was stated he had not but had expressed his interest in serving on the P & Z commission verbally. It was confirmed that were two individuals who had completed applications. Mr. Meyer stated he thought the recommendations to the Planning and Zoning Commission could have been handled better.

Mr. Meyer asked Mayor Hasek about the state audit of the city that he had stated about having during the candidate forum and Mr. Hasek stated the board could not initiate a state audit that it would need to be initiated by a citizen or a commissioned board. Mr. Meyer asked what reasons he had for having a state audit and Mayor Hasek stated the leadership had been the same for the last 14 years and that the audit would evaluate the performance of the city.

Virgil Butler, 606 N. King Terrace, talked about the new police station being voted down twice and after the second time the city took funds from places it shouldn't have been taken from and that is one of the reasons for asking for a state audit. Mr. Butler talked about the water studies that have been done in the past and that because of the studies the city made an agreement to purchase water from Kansas City, and now the city does not think we need the water from Kansas City. Mr. Butler inquired as to why law suite hasn't been filed against the company that performed the study giving incorrect numbers regarding the need for additional water. Mr. Moody explained that an analysis was done which estimated the growth of the city and that the lake was not part of the analysis.

Mr. Butler asked Mayor Hasek to be the first to sign the petition for a state of audit of the City of Harrisonville. Mayor Hasek signed.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Apr 20, 2015 7:00 PM

Minutes were approved.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Morris Coburn, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Milner, Coburn, Dahlman

6. Agenda Items

A. A Resolution Authorizing the City Administrator to Execute an Agreement with Jedd Beasley for the Purpose of Abatement of Health and Environmental Violations 2015-2016

City Attorney Mauer read Council Bill 036 by title only. Director DeLuca reviewed the bid and reported only one bid was received by Jedd Beasley. Mr. DeLuca reported that Mr. Beasley currently provides this service and staff has not received any complaints regarding Mr. Beasley. Mayor Hasek asked how often we have to use him and Mr.DeLuca noted there no numbers available as it is very seasonal job. It was noted that when the City does need to utilize Mr. Beasley's services that a lien is then placed on the property so that the City can try and recoup some of the cost incurred by the City. It was also noted that Mr. Beasley provides his own insurance.

Council Bill 036 became Resolution 024.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Morris Coburn, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Milner, Coburn, Dahlman

B. AN ORDINANCE TO AMEND SECTION 385.120 OF THE HARRISONVILLE CITY CODE PROHIBITING UTILITY VEHICLES ON CITY STREETS.

City Attorney Mauer read Council Bill 037 by title only. Chief Hofer reported the recently passed UTV Ordinance was given to the officers to begin enforcement and they brought up concerns that were not addressed in the ordinance. Chief Hofer noted a red-lined version of the ordinance that was in the agenda packets and felt it addressed the majority of the officers concerns and asked for guidance on inspection of the UTV's, the crossing of prohibited roadways, and the fee limitation of $15. It was noted that per state statute the city was limited to charging no more than $15 for permits. There was also regarding inspections and the requirements of state law.

Alderman Coburn made the motion to suspend the rules and move Council Bill 037 to it's second reading proceeding with the ordinance as presented. The motion was seconded by Alderman Dickerson and approved by the following roll call vote:

Ayes: Aldermen Stull, Coburn, Long, Dickerson, Dahlman, Bowman, and Milner.

Nays: None

Absent: Alderman Stafford

Abstain: None

Council Bill 037 became Ordinance 3310

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Milner, Coburn, Dahlman

C. 2014 Citizen Satisfaction Survey Presentation by ETC

Chris Tatham, ETC, reviewed the citizen satisfaction survey which was distributed to residents earlier in the year. Mr. Tatham reported every household received a survey and there were 669 completed. The main areas of concerns were growth of Harrisonville, higher paying jobs, maintenance of streets and the flow of traffic/traffic congestion.

D. Discussion of Strategic Plan Update Process

Mayor Hasek announced this item would be moved to another meeting.

E. Appoinment Process

Mayor Hasek invited discussion of the appointment process. Alderman Milner asked if this item should be tabled since it was on the Finance/Personnel Agenda for next Monday night. Alderman Dickerson stated he thought questions should be answered that were brought up during public participation.

Appointment process discussion was tabled.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Judy Bowman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Milner, Coburn, Dahlman

7. Aldermen and Committee Reports

Alderman Bowman acknowledged the Chamber of Commerce and Love the Square Organization for the great job they did with the Kentucky Derby Evernt. Alderman announced that she and Alderman Dahlman would be holding their first Town Hall Meeting for Ward 1 June 6th, 8am at the Chamber of Commerce Office. Alderman Bowman noted the meeting was open to all that wanted to attend and to the other Board members.

Alderman Dahlman state she was looking forward to the upcoming Town Hall meeting as well as the Junk-n-the-Trunk and Farmers Market.

Alderman Coburn mention the change he had to make to his city email and that the website was not updated with the current boards information.

Alderman Dickerson wished Alderman Bowman and Dahlman good luck with their Town Hall meetings.

Alderman Long commented what a great idea the Town Hall meetings and he would look at trying to follow her lead.

Alderman Stull reported he had toured the new shooting range and commented on what a fantastic facility it was and that the owner had shared that working with city was good.

Alderman asked Chief Hofer if thought the employees moral was different after moving into the new police facility. Chief Hofer stated that he thought it was better.

Alderman Milner commented on the Community Garden and how great it was. It was noted that the Historical Society was maintaining.

8. Report from the City Administrator

Mr. Moody gave an update on the property purchased from the County and that we have to still work through the process of clearing the title. There was discussion regarding the criteria for the request of proposal for the site.

9. Report from the Mayor

Mayor Hasek reported he attended the Kentucky Derby Event and that he had a good time. Mayor Hasek encouraged everyone to drive the house on Butler and Washington that was being remodeled and what a good job the individual was doing.

10. Questions from the Media

No questions.

11. Adjourn to Executive Session

Alderman Stull moved to adjourn to Executive Session for the purpose of Section 610.021 (1), legal actions and Section 610.021 (3) Personnel. Alderman Milner seconded the motion which was approved with the following roll call vote:

Ayes: Aldermen Bowman, Dahlman, Coburn, Milner, Dickerson, Long and Stull

Nays: None

Abstain: None

Absent: Alderman Stafford

The Board adjourned to Executive Session at 8:22 PM

The Board reconvened to regular session at 9:17 PM

12. Adjourn From Regular Session

Alderman Coburn, made motion to adjourn. Alderman Milner seconded the motion and it was approved by a voice vote.

The meeting adjourned at 9:18 pm.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Eric Patterson, Asst. Director**

DATE: **May 14, 2015**

SUBJECT: **Water Treatment Plant Filter Replacement Bid**

Type of Item: *Bid*

Staff Report:

Bids were opened on May 5th for the Filter Rehabilitation contract. A summary of the 6 bids that were received is listed below. The Public Works Committee has given their recommendation for approval to enter into a contract with David E. Ross Construction.

This is just the first step in the construction process, and will not be financed. We have the funds to pay this out of the CWSS fund balance since we have received our money from the sale of the KCMO water line project. The rest of the needed improvements are in design right now and are expected to be ready to solicit bids early next year. We are hopeful that these will be financed through the SRF program.

Bid Tabulation:

1.) David E. Ross Const.	$406,528.00
2.) Foley Company	$477,194.00
3.) Radmacher Brothers Excavating	$494,300.00
4.) Crossland Heavy Contractors	$495,000.00
5.) IrvanBilt Company	$547,700.00
6.) Pyramid Excavation Const.	$679,444.00

This is below the estimated cost provided by the engineers ($670,000.00 + 20% contingency) and staff is asking the Board of Aldermen to approve a construction contract with David E. Ross Construction in an amount not to exceed 406,528.00. Staff also is requesting Board approval of an additional $40,000.00 for contingencies that may come up to keep the project moving forward and avoid possible delay charges from the contractor. These would still have to be approved by the City Administrator. Staff would also inform the Board when and if any of the contingency money is used.

Council Bill No. 38

Resolution No.

A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with David E. Ross Construction for filter rehabilitation work at the Harrisonville Water Treatment Plan in an amount not to exceed $406,528.

WHEREAS, the City of Harrisonville must select a contractor for filter rehabilitation work at the Harrisonville Water Treatment Plant, and

WHEREAS, a notice was posted and bids were accepted for this work, and

WHEREAS, David E. Ross Construction was the low bidder for the project,

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 David E. Ross Construction for filter rehabilitation work at the Harrisonville Water Treatment Plant in an amount not to exceed $406,528.00

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 18th day of May 2015

____

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

____

Kim Hubbard, City Clerk

WITNESS my hand and seal 18th day of May 2015

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Keith Moody, City Administrator**

DATE: **May 13, 2015**

SUBJECT: **291 Phase 2 Cost Share Agreement Amendment**

Type of Item: *Approval*

Background: Phase 2 of the 291 improvement project was awarded Cost Share Funding through MoDOT in 2013 in the amount of $2,305,904. A Cost Share Agreement between the City and MoDOT was approved on 8/8/13 as a requirement to utilize those funds. In that original agreement cost overruns on right of way acquisition, utility relocation, and construction are the City's responsibility, which was conveyed by agreement to the 291 TDD.

Fiscal Impact: The Phase 2 financing agreement approved in early 2015 between the City and the 291 TDD includes a condition that the Phase 2 Cost Share Agreement between the City and MoDOT be revised to make cost overruns on right of way acquisition, utility relocation, and construction the responsibility of MoDOT. Supplement #1 to the Cost Share Agreement before you transfers that responsibility to MoDOT.

Recommendation: Staff recommends approval of Supplement #1 to the Cost Share Agreement as this eliminates exposure of the City providing financing of overruns for Phase 2 costs.

Council Bill No. 039

Ordinance No.

AN ORDINANCE APPROVING SUPPLEMENT #1 TO THE COST SHARE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City wishes to continue to make improvements to Highway 291 through Job J4P3002, and

WHEREAS, a cost share agreement between the city and Missouri Highways and Transportation Commission has been reached concerning financing of the improvements and,

WHEREAS a copy of the agreement is attached and made part of this ordinance,

NOW, THEREFORE, the City ordains as follows:

Section 1: That Supplement #1 to the Cost Share Agreement between the City of Harrisonville, Missouri, and the Missouri Highways and Transportation Commission, a copy of which is attached hereto, is hereby approved and adopted.

Section 2: That the Mayor of the City of Harrisonville, Missouri is hereby authorized and directed to execute Supplement #1 of the Cost Share Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on May 18th, 2015, and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 18th day of May 2015.

____

Brian Hasek, Mayor & Ex Officio

Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 18th day of May 2015.

CCO Form:
Approved:
Revised:
Modified:

Route291, Cass County
Project No. J4P3002
City of Harrisonville

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE SUPPLEMENTAL AGREEMENT #1

THIS COST SHARE SUPPLEMENTAL AGREEMENT #1 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Harrisonville (hereinafter, "City").

WITNESSETH:

WHEREAS, on August 8, 2013, the Commission and City entered into a Cost Share Agreement (hereinafter, "Original Agreement") as to the public improvement to construct improvements to Route 291 from the north city limits to Royal Street.

WHEREAS, the Commission and City now desire to revise the Original Agreement as provided in Cost Share Supplemental Agreement #1.

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

(1) REVISION: Paragraph **(10) FINANCIAL RESPONSIBILITIES** of the Original Agreement is hereby removed in its entirety and replaced with the following:

(10) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the City agrees as follows:

(A) The current estimate for the total project cost is five million three hundred sixteen thousand nine hundred fifty-six dollars ($5,316,956.00). The cost-share eligible activities include design engineering, right-of-way acquisition, utility relocation, construction, and construction contingencies. The cost-share ineligible activities include preliminary engineering review, right-of-way incidentals, construction engineering and installation of continuous lighting. The total project cost is broken down by category on an attached table marked "Exhibit B" and made part of this Agreement.

(B) The City is responsible for design engineering costs estimated to be three hundred seventy-five thousand dollars ($375,000). The City is responsible for the balance of design engineering costs in excess of three hundred seventy-five thousand dollars ($375,000). Payment will be made by the City directly to the selected design consultant.

(C) In addition to the payment described in paragraph (10)(B), the City will pay a lump sum contribution of one million nine hundred thousand dollars ($1,900,000) toward the total project costs as follows:

1. STP-Urban Funds: The City has received an allocation of funding from STP-Urban funds programmed through the Mid-America Regional Council in the amount of one million one hundred thousand dollars ($1,100,000). The City authorizes the Commission to use these funds on this project for right-of-way, utility and construction related expenses.

2. City Funds: The remaining lump sum of eight hundred thousand dollars ($800,000), no more/no less, will be deposited in two lump sum payments and shall be available to cover other project costs as described herein. The City shall submit Payment #1 in the amount of three hundred thousand dollars ($300,000) for the right-of-way acquisition and utility relocation associated with the project, for deposit with the Commission prior to the issuance of an Acquisition Date by the Commission. The City shall submit Payment #2 in the remaining amount of five hundred thousand dollars ($500,000) for deposit with the Commission five days prior to the project advertisement for construction. The checks for each of the Payments # 1 and 2 shall be made payable to the Director of Revenue – Credit State Road Fund. If the City fails to make any of the deposits on the due dates provided herein, the Commission is under no obligation to continue with the project and any funds previously deposited by the City pursuant to this Cost Share Supplemental Agreement #1 which are deemed by the Commission in its sole discretion as no longer needed for the project, shall be returned to the City. The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund.

(D) The Commission is responsible for the balance of the project in excess of two million two hundred seventy-five thousand dollars ($2,275,000), excluding the balance of design engineering costs in excess of three hundred seventy-five thousand dollars ($375,000) which is the responsibility of the City. The maximum Commission contribution from the Cost Share Program will be two million three hundred five thousand nine hundred four dollars ($2,305,904) available in state fiscal year 2016. Remaining funds necessary will be provided by the Commission's Kansas City District funds.

(E) Any additional enhancements, betterments or additional scope to these improvements that may be requested by the City during project development phase shall be at the City's sole cost and subject to Commission's approval in its sole discretion. If granted, such approval must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Cost Share Supplemental Agreement #1, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Cost Share Supplemental Agreement #1 as if fully written in this Cost Share Supplemental Agreement #1.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

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

Executed by the City this ____ day of ____________, 2015.

Executed by the Commission this ____ day of _________________, 2015.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

____

Title ______________________________

ATTEST:

____
Secretary to the Commission

Approved as to Form:

____
Commission Counsel

CITY OF HARRISONVILLE, MO

By ______________________________

Title ______________________________

ATTEST:

By ______________________________

Title ______________________________

Approved as to Form:

____

Title ______________________________

Ordinance No ____________________

EXHIBIT B
Contract Between
Missouri Highways and Transportation Commission
And
City of Harrisonville, Missouri

Project Name:	Route 291, Cass County
MoDOT Job Number:	J4P3002
Description:	The widening of Route 291 from the north city limits to Royal Street in the city of Harrisonville

Definition of "Total Project" for Cost Sharing Includes:

Design Engineering	Construction	Utilities
Right-of-Way Acquisition	Construction Contingencies	

Definition of "Total Project" for Cost Sharing Excludes:

Design Engineering Review	Right-of-Way Incidentals	Construction Engineering

Project Estimate

	Current Estimate	Cost Share Eligible	City	MoDOT
Design Engineering	$ 375,000	$ 375,000	$ 375,000	-
Design Engineering Review	$ 63,853	-	-	$ 63,853
Right-of-Way Acquisition & Utilities	$ 616,557	$ 616,557	$ 300,000	$ 316,557
Right-of-Way Incidentals	$ 122,000	-	-	$ 122,000
Construction	$ 3,797,749	$3,797,749	$1,600,000	$ 2,197,749
Continuous Lighting	-	-	-	-
Construction Contingencies	$ 75,955	$ 75,955	-	$ 75,955
Construction Engineering	$ 265,842	-	-	$265,842
Total	$ 5,316,956	$ 4,865,261	$ 2,275,000	$ 3,041,956

Project Responsibilities

Design Engineering	City
Design Engineering Review	MoDOT
Right-of-Way Acquisition	MoDOT
Letting	MoDOT
Construction Engineering	MoDOT

Financial Responsibilities

City of Harrisonville – Local Funds	$ 1,175,000
City of Harrisonville – STP-Urban Funds	$1,100,000
MoDOT Cost-Share Funds (50% of cost share eligible items up to $ 2,305,904)	$ 2,305,904
MoDOT KC District Funds	$ 736,052

How are cost overruns and underruns handled?
The City will be responsible for overruns and underruns for the design engineering. MoDOT will be responsible for all overruns and underruns for design engineering review, right-of-way acquisition and utilities, right-of-way incidentals, construction, construction contingencies and construction engineering.

CCO Form: RM08
Approved: 03/04 (BDG)
Revised: 05/11 (AR)
Modified:

Route 291, Cass County
Project No. J4P3002
City of Harrisonville

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT

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

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on August 5, 2011, the Cost Share Committee approved the City's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the City of Harrisonville in the cost of the Commission's Project to make improvements to Route 291from the north city limits to Royal Street.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Along Route 291 from the north city limits to Royal Street in the city of Harrisonville.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

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

furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

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

(8) INDEMNIFICATION:

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

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

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

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

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

(9) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this agreement:

(A) The City agrees to provide the following:

1. Assistance to the Commission with obtaining environmental documents as requested by the Commission.

2. The necessary environmental work to obtain the floodplain development permit and the storm water permit.

3. All geotechnical studies necessary for the design of the improvements.

4. The location for any required public meetings or hearings, and the production and distribution of flyers advertising each meeting. The City will also be responsible for the production of all exhibits for the public.

5. Selection or cause the selection of a design consultant and the scope of services for the design consultant's contract.

6. All plans (including but not limited to preliminary, right-of-way, and final design plans), computations, estimates, specifications and other work performed by said design consultant for the herein improvements, which shall be submitted for review and approval by the Commission and Federal Highway Administration (FHWA). Prior to approval by the Commission and FHWA, the Commission may, in its sole discretion, require the design consultant to make changes to any plans and specifications.

7. Assistance to the Commission with any necessary right-of-way activities as requested by the Commission.

8. Coordination with utility companies in connection with this project, as needed by the Commission.

9. Conveyance by deed to the Commission, at no cost or expense to the Commission, of any City owned right-of-way deemed necessary for construction of this project by the Commission.

10. Review of the bids for purposes of awarding the Commission's construction contract. If the lowest responsive bid is greater than 10% above the engineers estimate then the Commission may not award said construction contract unless the City concurs in such award, the City shall provide concurrence within three days of the bid opening by the Commission.

11. Review of all proposed change orders during construction, when such review is desired by the City. The City may make recommendations to the Commission concerning such change orders, but the Commission, in its sole discretion, will ultimately decide whether to approve any change order.

12. A consultant or a City staff member to be available during all phases of construction at the request of the Commission.

13. Performance of any other City responsibilities obligated elsewhere within this Agreement.

(B) The Commission agrees to provide the following:

1. Conduct any necessary environmental studies or obtain any necessary environmental clearances, excluding the environmental work to obtain the floodplain development permit and the storm water permit.

2. Review and approval of all plans (including but not limited to preliminary, right-of-way, and final design plans), computations, estimates, and specifications. Prior to approval by the Commission, the Commission may, in its sole discretion, require the design consultant to make changes to any plans and specifications.

3. Assistance to the City with obtaining environmental documents and coordinate with FHWA, and any other applicable state or federal agencies, for review of such documents. The Commission and these other agencies, in their sole discretion, shall determine whether such documents are approved for the project, and may require the City to assist the Commission with any changes to the environmental documents prior to approval.

4. Review of all geotechnical studies necessary for the design of the improvements. The Commission, in its sole discretion, shall determine whether such studies are approved for the project, and may require the design consultant to make changes to the studies prior to approval.

5. Staff to acquire the necessary right-of-way and perform the necessary property acquisition actions in connection with this project, including but not limited to seeking appraisals, performing negotiations, providing relocation assistance and payments, making payments for property acquired, and proceeding with any eminent domain proceedings necessary to acquire the desired real property and property interests. The Commission will also prepare the alternate location proposals letter.

6. Assistance with utility company coordination in connection with this project, upon request by the City.

7. Advertising for the approved construction project. The Commission will receive bids, award the construction contracts and administer the construction contracts.

8. Review and approval of all change orders requested during construction. The commission, in its sole discretion, will ultimately decide whether to approve any change order.

9. Construction inspection for the project.

10. Collection, administration, and disbursement of all federal transportation funds designated for use in any phase of the design or construction for those project improvements approved through the regulatory approval and permitting processes.

11. All coordination with FHWA during design and construction.

12. Performance of any other Commission responsibilities obligated elsewhere within this Agreement.

(10) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the City agrees as follows:

(A) The current estimate for the total project cost is Five Million, Four-Hundred Thirteen Thousand, Six Dollars ($5,413,006.00). The cost-share eligible activities include design engineering, right-of-way acquisition, utility relocation, construction, and construction contingencies. The cost-share ineligible activities include preliminary engineering review, right-of-way incidentals, construction engineering and installation of continuous lighting. The total project cost is broken down by category on an attached table marked "Exhibit B" and made part of this Agreement.

(B) The Commission is responsible for fifty percent (50%) of the cost of design engineering, right-of-way acquisition, utility relocation, construction contingencies and construction up to a maximum contribution of Two Million, Three-Hundred Five Thousand, Nine-Hundred Four Dollars ($2,305,904.00). This maximum Commission contribution from the Cost Share Program will be available in state fiscal year 2016, but no later than August 15, 2015

(C) The Commission is responsible for one hundred percent (100%) of the design engineering review costs currently estimated to be Sixty-Three Thousand, Eight-Hundred Fifty-Three Dollars ($63,853.00), which are in addition to the Commission's financial responsibility under the Cost Share Program at no cost or expense to the City.

(D) The Commission is responsible for one hundred percent (100%) of the right-of-way incidental costs currently estimated to be Thirty Thousand, Nine-Hundred Dollars ($30,900.00), which are in addition to the Commission's financial responsibility under the Cost Share Program at no cost or expense to the City.

(E) The Commission is responsible for one hundred percent (100%) of the construction engineering costs currently estimated to be Three-Hundred Five Thousand, Eight-Hundred Forty-Six Dollars ($305,846.00), which are in addition to the Commission's financial responsibility under the Cost Share Program at no cost or expense to the City.

(F) The City wishes to accelerate the right-of-way acquisition and utility relocation before the Commission's funding becomes available in state fiscal year 2016. Therefore, the City will: (a) deposit or cause the deposit of funds for the total cost of right-of-way acquisition estimated to be Two-Hundred Thirty-One Thousand, Seven-Hundred Fifty Dollars ($231,750.00) into the Commission's local fund ten (10) days prior to the acquisition of right-of-way by the Commission, (b) deposit or cause the deposit of funds for the total cost of utility relocation currently estimated to be Two-Hundred Twenty-Two Thousand, Seven-Hundred Eighty-Nine Dollars ($222,789.00) into the Commission's local fund thirty (30) days prior to the commencement of the utilities relocation work. Also, if the actual amount deposited by the City for right-of-way acquisition or utility relocation is less than the actual obligation of the City for those activities, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation.

(G) The City wishes to have final design plans completed before the Commission's funding becomes available in state fiscal year 2016. Therefore, the City will select or cause the selection of a design consultant to prepare final design plans and pay for the costs of such design services estimated to be Four-Hundred Twenty-Five Thousand Dollars (($425,000.00).

(H) The City's obligation for construction and construction contingencies shall be the amount equal to total costs for construction and construction contingencies less Commission's cost share contribution, as well as 100% of the total costs for installation of continuous lighting. The City will be credited for fifty percent (50%) of the funds previously deposited for right-of-way acquisition and utilities relocation, and for fifty percent (50%) of the funds paid to the consultant for preliminary engineering. The City's obligation shall be reduced to account for that credit. The City shall deposit the resulting amount for construction, construction contingencies, and installation of continuous lighting, currently estimated to be One Million, Eight-Hundred Twenty-Six Thousand, Nine-Hundred Sixty-Five Dollars ($1,826,965.00), into the Commission's local fund sixty (60) days prior to the project's letting by the Commission. If the City fails to make the deposit, the Commission is under no obligation to continue with the project.

(I) If the actual right-of-way acquisition cost is less than the deposited amount of Two-Hundred Thirty-One Thousand, Seven-Hundred Fifty Dollars

($231,750.00), then the remainder may be credited to the City and subtracted from the amount that it is required to deposit for utility relocation or construction. Also, if the actual utility relocation cost is less than the deposited amount of Two-Hundred Twenty-Two Thousand, Seven-Hundred Eighty-Nine Dollars ($222,789.00), then the remainder may be credited to the City and subtracted from the amount that it is required to deposit for right-of-way acquisition or construction. Also, if the actual amount deposited by the City for right-of-way acquisition or utility relocation is less than the actual obligation of the City for those activities, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation.

(J) The City is responsible for the balance of the design engineering, right-of-way acquisition, utility relocation, construction, and construction contingency costs in excess of the Commission's maximum cost-share contribution of Two Million, Three-Hundred Five Thousand, Nine-Hundred Four Dollars ($2,305,904.00).

(11) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the local fund and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(12) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

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

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

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

the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

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

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

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

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

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

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

(22) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

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

Executed by the City this 23 day of October, 2012.

Executed by the Commission this 8 day of August, 2013

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Title Chief Engineer

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF HARRISONVILLE, MISSOURI

By

Title City Administrator

ATTEST:

By Kim Hubbard

Title City Clerk

Approved as to Form:

Title:

Ordinance No 3218

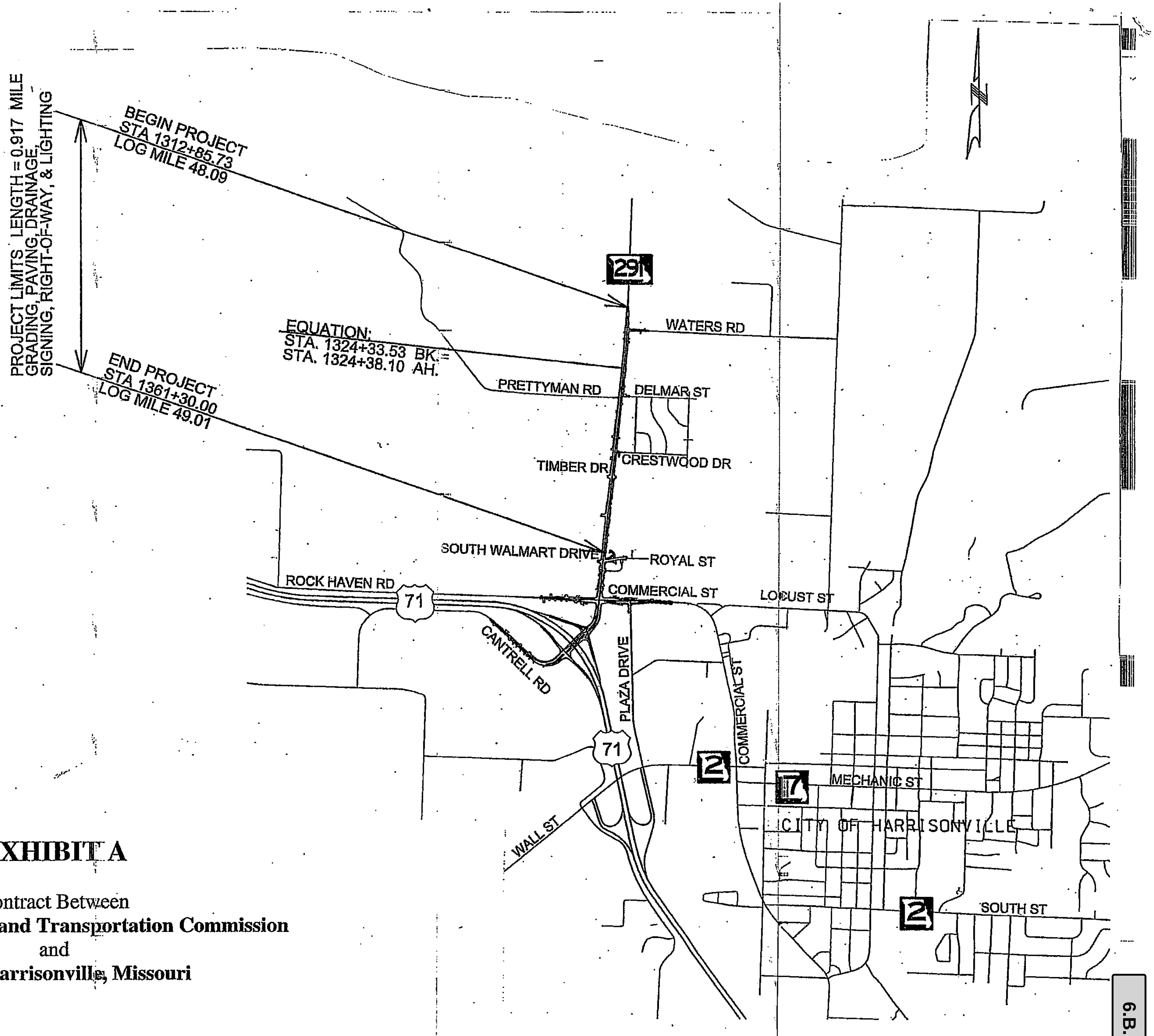

EXHIBIT A

Contract Between
Missouri Highways and Transportation Commission
and
City of Harrisonville, Missouri

EXHIBIT B

Contract Between

Missouri Highways and Transportation Commission

and

City of Harrisonville, Missouri

Route 291, Cass County
MoDOT Job Number J4P3002

Description: The widening of Route 291 from the north city limits to Royal Street in the city of Harrisonville

Definition of "Total Project" for Cost Sharing includes:

Design Engineering	Construction	Utilities
Right-of-Way Acquisition	Construction Contingencies	

Definition of "Total Project" for Cost Sharing excludes:

Design Engineering Review	Right-of Way Incidentals	Construction Engineering

Project Estimate (Includes 3% per year for Inflation)

	Current Estimate	Cost Share Eligible
Design Engineering	$ 425,000	$ 425,000
Design Engineering Review	$ 63,853	$ -
Right-of-Way Acquisition	$ 231,750	$ 231,750
Right of Way Incidentals	$ 30,900	$ -
Utilities	$ 222,789	$ 222,789
Construction	$ 3,742,317	$ 3,742,317
Continuous Lighting	$ 309,515	$ -
Construction Contingencies	$ 81,037	$ 81,037
Construction Engineering	$ 305,846	$ -
Total	$ 5,413,006	$ 4,702,892

Project Responsibilties

Design Engineering	City
Design Engineering Review	MoDOT
Right-of-Way Acquistion	MoDOT
Letting	MoDOT
Construction Engineering	MoDOT

Financial Responsibilities

City of Harrisonville - Local Funds	$ 2,706,503	
MoDOT Cost-Share Funds 50% of cost share eligible items up to $2,305,904	$ 2,305,904	
MoDOT Design Engineering Review (KC District)	$ 63,853	
MoDOT Right-of-Way Incidentals (KC District)	$ 30,900	
MoDOT Construction Engineering (KC District)	$ 305,846	

How are overruns and underruns handled?

The City of Harrisonville will pay for any cost overrun expenses. Cost underruns will be reimbursed to the city of Harrisonville based upon their pro-rata share of the investment

COUNCIL BILL 061

ORDINANCE NO. 3218 (019-12)

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION DESIGNATING THE IMPROVEMENTS FOR THE 291, CASS COUNTY, JOB NO. J4P3002.

WHEREAS, on August 5, 2011, the Cost Share Committee approved the City's Application to the Cost Share Program and a Cost Share Agreement was developed

WHEREAS, the City has created the Transportation Development District (TDD) to fund its obligations under this agreement

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into a Transportation Commission Municipal Agreement with the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, to the public improvement designated as Route 291, Cass County, Job No. J4P3002 shall consist of right of way, grading, paving, drainage, lighting, adding lanes and sidewalks along Route 291.

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

Beginning at Station 1312+85.73, a point 487 feet north of Water Road, run in a generally southerly direction along existing Route 291 to Station 1361+30, a point approximately 186 feet north of South Wal-Mart Drive. Length of improvement within city is approximately 0.917 mile

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

Vote taken as follows:

AYES: Aldermen Dahlman, Meyer, Reece, Pfautsch, Coburn
NAYS: None
ABSENT: Aldermen Dickerson, Stull, Mollenhour
ABSTAIN: None

Read two times by title only on October 1, 2012, and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 1st day of October, 2012.

K W Wood

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

ATTEST:

Kim Hubbard

Kim Hubbard, City Clerk

APPROVED by the Mayor this 1st day of October 2012.

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Keith Moody, City Administrator**

DATE: **May 13, 2015**

SUBJECT: **Municipal Agreement for Phase 2 of 291 Project**

Type of Item: *Approval*

Background: MoDOT requires a municipality to enter into an agreement (Municipal Agreement) that temporarily conveys city right of way that is part of a MoDOT project to MoDOT during the construction of that project and for the city right of way to revert back to the City after the project is complete.

Review: The city streets that intersect with 291 along the Phase 2 project limits include: Waters Road, Delmar, Crestwood, Prettyman, and Timber Drive. The right of way of these streets (within the project construction limits) will be temporarily under MoDOT authority during construction of Phase 2.

Recommendation: Staff recommends approval of the Municipal Agreement.

Council Bill No. 040

Ordinance No.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PHASE 2 OF THE 291, CASS COUNTY, JOB NO. J4P3002

WHEREAS, the city has determined that it wishes to continue the improvements along Highway 291 in Phase 2 of Job No. J4P3002 and

WHEREAS, the Missouri Department of Transportation requires a municipality to temporarily convey city rights of way during such projects, with the stipulation that the rights of way will revert back to the city after the project is complete, and

WHEREAS, the city streets that will be affected are Waters Road, Delmar, Crestwood, Prettyman Road and Timber Drive

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into a Transportation Commission Municipal Agreement with the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, to temporarily convey the rights of way to the streets specified above to the commission.

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read two times by title only on May 18, 2015, and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 18th day of May, 2015.

Brian Hasek, Mayor & Ex Officio
Chairman of the Board of Aldermen

ATTEST:

____

Kim Hubbard, City Clerk

APPROVED by the Mayor this 18th day of May 2015

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/14 (AR)
Modified:

Municipal Agreement
Route: 291
County: Cass
Job No.:J4P3002

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT

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

WITNESSETH:

WHEREAS, on August 5, 2011, the Cost Share Committee approved the City's Application to the Cost Share Program and a Cost Share Agreement was executed on August 8, 2013.

WHEREAS, the Commission and the City now desire to enter into this Municipal Agreement to further define their respective duties and responsibilities related to the project that is the subject of this Municipal Agreement.

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 291, Cass County, Job No. J4P3002 shall consist of right of way, grading, paving, drainage, lighting, adding lanes and sidewalks along Route 291.

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

Beginning at Station 1312+85.73, a point 487 feet north of Waters Road, run in a generally southerly direction along existing Route 291 to Station 1361+30, a point approximately 186 feet north of South Walmart Drive. Length of improvement within city is approximately 0.917 miles.

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

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

above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4P3002. The parties' responsibilities with respect to the funding of said improvements are outlined in the separate Cost Share Agreement between the parties dated August 8, 2013, as amended now or in the future, (hereinafter, collectively referred to as the "Cost Share Agreement").

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

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

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The actual cost incurred in the right-of-way acquisition shall be shared between the City and the Commission as detailed in the separate Cost Share Agreement between the parties.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

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

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

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be

under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

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

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

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

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, excluding the portions of the City street system described in this Agreement that were temporarily accepted as part of the State Highway System for the purposes of this project pursuant to Paragraph (16) of this Agreement. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

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

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

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

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

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

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

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

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

(23) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

(A) To the City:
Keith Moody
City Administrator
City of Harrisonville, Missouri
300 E. Pearl Street
Harrisonville, MO 64701
Phone No.: 816-380-8916
Facsimile No: 816-380-8906

(B) To the Commission:
Dan Niec, P.E.
District Engineer
MoDOT Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086
Phone No.: 816-607 2281
Facsimile No: 816-622-6323

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

(28) ASSIGNMENT: Neither party shall assign, transfer or delegate any interest in this Agreement without the prior written consent of the other party.

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

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

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

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

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

[remainder of page intentionally left blank]

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

Executed by the City this ___ day of ____________, 20__.

Executed by the Commission this ____ day of _______________, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: ___________________________

Title: __________________________

ATTEST:

____
Secretary to the Commission

APPROVED AS TO FORM:

____
Commission Counsel

CITY OF HARRISONVILLE, MISSOURI

By: ___________________________

Title: __________________________

ATTEST:

By: ___________________________

Title: __________________________

APPROVED AS TO FORM:

By: ___________________________

Title: __________________________

Ordinance Number_________________

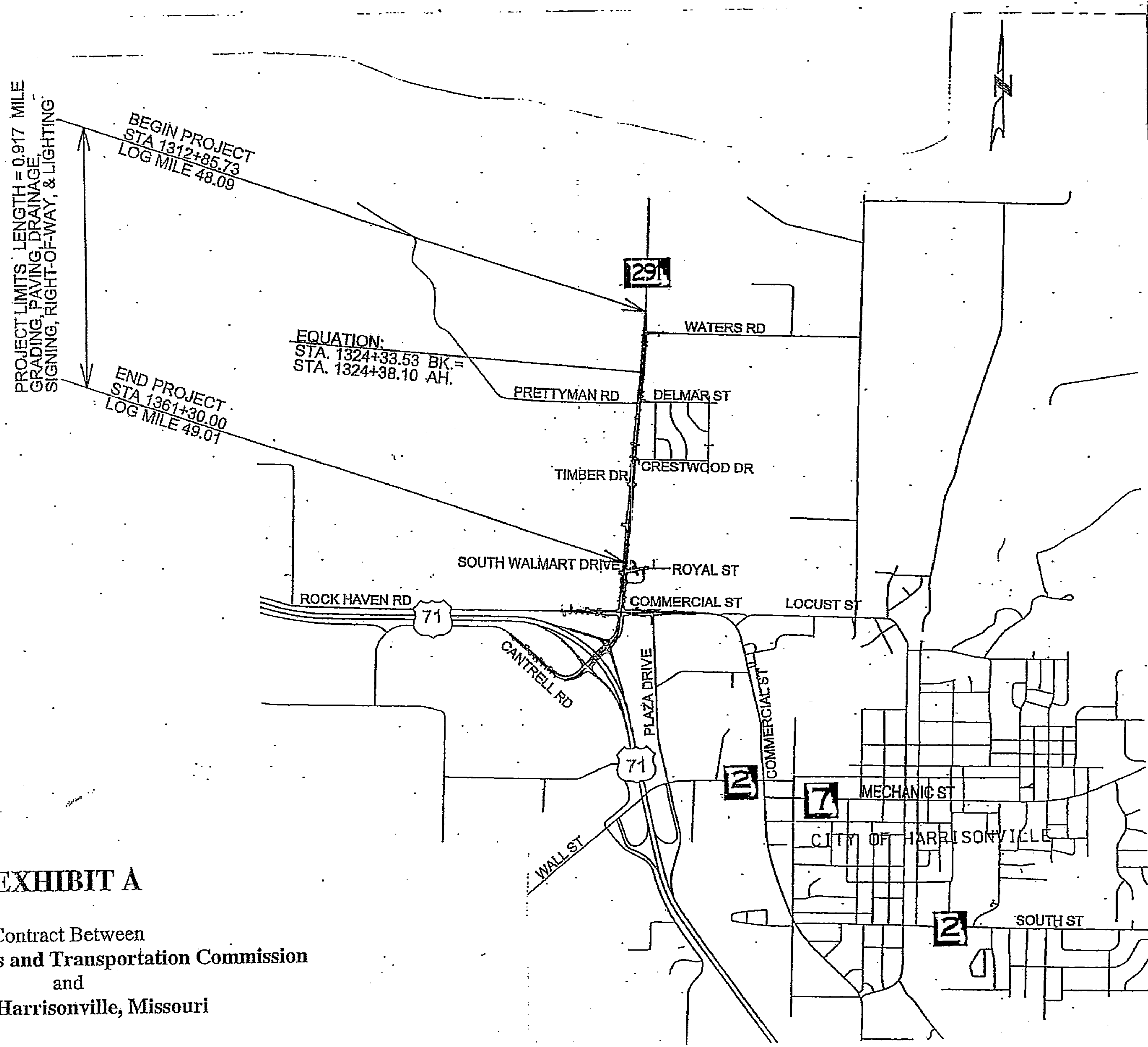

EXHIBIT A

Contract Between
Missouri Highways and Transportation Commission
and
City of Harrisonville, Missouri

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Keith Moody, City Administrator**

DATE: **May 13, 2015**

SUBJECT: **Discussion of Strategic Plan Update Process**

Type of Item: *Presentation*

Background: In 2008-2009 Harrisonville embarked upon a community-driven strategic planning process. Attached is the final report from that process, administered by the National Civic League, along with the status report on the Directives that the Implementation Committee has been working with the City at accomplishing since 2009. As you can see from the status report nearly all of the Directives have been accomplished. With that and the passing of six years the Board identified on Objective for the 2015 budget as listed below.

1. **Complete an Update to the Citizen's Strategic Planning Process**

Justification: In 2009 the citizens/business owners of Harrisonville completed a strategic planning process facilitated by the National Civic League. That process engaged more than a hundred stakeholders from the community in a nine month process of learning about the services and facilities of the city, investigating areas of concern expressed by the community and developing initiatives for the elected officials to pursue as the city moves forward in setting strategy. Nearly all of those initiatives have been completed and the city should take this opportunity to engage our community stakeholders in a similar fashion to report on how those initiatives have been employed over the past 5 years as well as developing strategic initiatives for the future.

The process would again be facilitated by an expert in the area of strategic community planning. There would likely be 8 to 12 meetings held in the evenings or weekends to allow for as much participation as possible.

Cost Estimate: $50,000 **Account 01-6-0101-0413**

Completion Date: July 31, 2015

Responsible Party: Public Information Officer and City Administrator

Submitted By: Mayor and Board of Aldermen

Review: Work on the objective has waited for completion of the April elections so that all the elected officials would be part of the entire process. At this stage staff is looking for direction on how to proceed with selecting a facilitator. The National Civic League still performs these services although they have a new facilitator. There are other facilitators that Board members have had positive experience with through the Missouri Municipal League training, events such as Mike Mowery of Strategic Government Resources and Chris Fabian of the Center for Priority Based Budgeting. The Board may choose to continue using the NCL, request proposals from select facilitators or do an open RFP process. The more options considered the longer it will take to get started and hence reach completion.

D. Discussion Item (ID # 1860)

Discussion of Strategic Plan Update Process

Attachments:

Final Report 2009 (PDF)

Strategic Planning Status Report 2014 (DOC)

Final Report
& Action Plans

Presented to the

Mayor & Board of Aldermen

From the Stakeholders of

HARRISONVILLE

The Next Step

June 1, 2009

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Special Thanks

Our deep appreciation is extended to Mr. Derek Okubo of the National Civic League for the tireless leadership, contagious optimism and skilled facilitation that he provided our stakeholder group throughout the interesting process of collaborative discovery and consensus building. Thank you for challenging us to imagine a better Harrisonville that builds upon the cultural foundation and heritage that are the gifts bequeathed by those before us.

Dedication

This Blueprint For Action, and the collaborative effort that generated it, is dedicated to the generations of Americans, leaders and citizens whose wisdom, courage, character, and decency has enabled us to enjoy a standard of living that is among the rarest and best of all mankind on earth. Standing upon their shoulders and good deeds, we were able to imagine much more than would have been possible without the gifts of their prior struggle. We took so much for granted.

To the generations of future Americans who will someday find sanctuary in Harrisonville, for your sake, we have attempted to build upon the good that defines Harrisonville. Our goal has been to leave behind a better civic platform upon which you can pursue your dreams, nurture your family's souls and help Harrisonville take "The Next Step" toward greater sustainability and comfort for her future generations.

Forward

Dear Mr. Mayor and Honorable City Council:

On behalf of the Stakeholders from each of the various Stakeholder committees of the Strategic Planning group, we wish to express our genuine appreciation for the unique and important opportunity that you provided to Harrisonville's citizens to participate in "Harrisonville – The Next Step". We appreciate this opportunity to collaborate and engage with our local government for the benefit of shaping the City and its future according to our collective vision of what we believe is practical, appropriate and achievable.

Your willingness to fund the leadership of Mr. Derek Okubo, of the National Civic League, was a generous act. We interpreted that decision to symbolize your interest in engaging all of Harrisonville's citizens, without exception, to join you in visioning and acting with purpose, and the strength of unity, to create a better community. We share your earnest intent, and in that spirit, we solicited our friends and neighbors for their support and participation.

Accompanying this letter is the product of our (yours and ours) many months of exploration, discovery, thought, persuasion and compromise – our recommended blueprint for advancing Harrisonville to excellence for generations to come.

As with any process of discovery, we have not completed our learning. The challenges facing Harrisonville are not all known. The world around us is constantly changing. With that in mind, our recommendations represent a starting place and the foundation for what we believe is the first step to move forward - beginning today.

We are optimistic that this process has ignited a new partnership of citizen engagement with local government. With that in mind, we volunteer our continued commitment to objective fact finding, opportunity analysis, strategic solution development and respectful partnership.

Specifically, we believe that there exists a shared vision for Harrisonville's citizens to enjoy a higher quality of living that can be sustained for generations, provides a robust mix of job opportunities that are capable of sustaining families, provides a globally competitive educational system that distinguishes Harrisonville as a unique incubator for intellect, a diverse canvas for the expression and enjoyment of all of the arts and sports, and a nurturing culture of social fabric founded in safety, security, respect, justice and liberty. Overarching this vision is a new focus on achieving self-sufficient, sustainable water and renewable energy utilities as the foundation of our vision for Harrisonville's ideal future quality of life.

Please continue to engage us as you have with the important invitation you extended to serve on this committee. We trust that you will respect our efforts, viewpoints, intentions, recommendations and requests, and that you will earnestly partner with us to move Harrisonville toward a higher quality of life.

With great appreciation for the sacrifices that each of you makes regularly for Harrisonville – thank you.

Sincerely,

The Chairpersons,
Harrisonville – The Next Step, Launching Strategies for Future Generations

Introduction

Harrisonville – The Next Step
Launching Strategies For Future Generations

The City of Harrisonville's Board of Alderman and Mayor initiated this process of citizen engagement, discovery and collaboration with the City under the facilitation of The National Civic League. The objective of the process was understood to be for the purpose of driving citizen engagement to perform collaborative visioning for Harrisonville's future and to help the City chart its course for the coming years. The process consisted of two major phases, the Initiation phase and the Stakeholder Visioning phase.

Mr. Derek Okubo, of the National Civic League, served as the process guardian and facilitator for all of the Harrisonville Next Step meetings. Mr. Derek Okubo's work was contracted by the City of Harrisonville. His skilled leadership provided the framework for the ongoing visioning process.

His participation and leadership assured that the meetings that he facilitated, and the process that he inspired, represented a safe place for the open dialogue and collaborative discussions that needed to be nurtured in order to assure that the Stakeholders would feel unthreatened and participate freely. He also was attentive to the dangers arising from domineering personalities and negativity. He challenged the group to address problems – not people. He emphasized the positive. He challenged the group to bring solutions. Derek was a very effective facilitator.

The process was kicked off with the invitation of approximately fifteen Harrisonville citizens who were invited by the City to serve as the "Initiating Committee". The first meeting of the Initiating Committee was held nearly a year ago on June 18, 2008 in the Harrisonville Community Center. Since then, literally hundreds of hours, have been invested by the City's staff, Board of Alderman members, Mayor and strategic planning group.

Below is the Job Description that Derek presented to the Initiating Committee members.

Initiating Committee Member
Job Description

Title: Initiating Committee Member
Reports to: NCL Facilitator
Time Commitment: Up to 6-10 hours per month for two months

Responsibilities:
The individuals serving in this position will address all process and logistical oriented matters in preparation for the community-wide Visioning and Strategic Planning effort. This committee is crucial to the effort and will set the tone for the entire initiative.

Duties:
- Finalize Project Design
- Set Project Calendar
- Identify Meeting Site
- Select Project Chairs
- Create the project infrastructure
- Identify Stakeholders
- Develop the strategies to recruit stakeholders
- Select a project name
- Address other process and logistical issues

Relevant Skills, Education and Experience:
- Good process skills
- Highly accountable and a self starter;
- Well organized, excellent attention to detail, and ability to handle multiple tasks in a fast paced environment;
- Team player;
- Commitment to the broader good of the community; and
- Energetic and the ability to collaborate with diverse personalities.

In Phase 1 of the process, the Initiating Committee was charged with the responsibility of identifying and recruiting a broad cross-section of Harrisonville citizens to serve as "Stakeholders" in the important Phase 2 of the visioning process.

The potential stakeholders' names were chosen (nominated) without restriction by the Initiating Committee members. No nominations were rescinded. This membership was intended to be neutral, avoided targeting or excluding specific demographics, as well as civic organizations, clubs and churches. The goal was deliberate that citizens of all characteristics were solicited for participation. The Stakeholders were solicited with a letter addressed to them personally and inviting them to join the process.

In an effort to understand the potential membership of the Stakeholders' group, and to fill any obvious demographic gaps, the nominee/participant list was categorized according to the following categories:

Gender: F=Female; M=Male;
Age: -25=25 years old and younger;
-40=40 years old and younger;
-55=55 years old and younger;
+55=older than 55 years;
Race: W=white; Af=African=American; As=Asian-American; H= Hispanic-American; Am-In=American Indian; M/E=Multi-Ethnic;
Residency: N=New (less than five years); E=Established (more than five years);
City Location: N=North; S=South; E=East; W=West;
Marital Status: S-Single; SC=Single with children; M=Married; MC=Married with Children

Given Harrisonville's predominantly white demographics, Mr. Okubo observed that the potential membership appeared to be mostly white and in the age classification of 40 to 55 years of age.

Approximately 250 people were solicited for participation. The early sessions experienced participation rates of approximately 45 to 60 people. Attendance at the later sessions tapered off to approximately 35 to 40 people. Derek predicted that this declining participation would be the case based on his sixteen years of experience in this role with similar communities.

A Stakeholder Job Description was developed to communicate expectations of the Stakeholder team members. It appears on the next page

HARRISONVILLE
The Next Step

Stakeholder Job Description

Title: Stakeholder
Reports to: Project Chairpersons, Broad Stakeholder Group

This position requires a commitment of 3-10 hours per month, depending on the meeting schedule.

Responsibilities:
Stakeholders are responsible for all the content development of the strategic plan during the stakeholder phase. Specifically, the stakeholders will develop the community vision statement, the community assessments, select target areas to address and develop a plan of action to create the desired results. Stakeholders must use their ability to look beyond their parochial interests and focus on the greater good of the entire community.

Duties:
- Commit to the process and attend as many meetings as possible.
- Willing to ask the questions that need to be addressed.
- Be willing to listen to and discuss challenging issues in a civil manner with people of different viewpoints and interests.
- Provide their opinions and ideas.
- With fellow stakeholders, develop a strategic plan that will benefit the entire community.
- Work with the project chairs and the facilitator on creating a welcoming, positive environment for the stakeholders.
- Be champions of the project to the broader community.

Relevant Skills, Education and Experience:
- Highly accountable and a self starter;
- Well organized, excellent attention to detail and ability to handle multiple tasks in a fast paced environment;
- Team player with a genuine interest in the health of their community;
- Problem solver; able to focus on what needs to be in place to make things work;
- Creative and energetic;
- Willing to collaborate with diverse personalities;
- Ability to have lots of fun; and
- An excellent sense of humor.

The first meeting was conducted on September 25, 2008 at the Harrisonville Community Center. In this meeting, Derek presented the challenge to the Stakeholders. He explained that this effort will help Harrisonville chart its course for the coming years, and that everyone's participation is a key element to choosing the direction the community will take.

During the first meeting, Derek presented a draft of the "Harrisonville Strategic Planning Project Timeline" to set the expectations and goals of the process. A copy of that plan is presented below:

Harrisonville Strategic Planning Project

Draft Time Line

Note: This timeline illustrates the project components with the process framework outlined in the proposal.

Stage 1: Initiating Stage

This description of the Initiating Stage is based on three-hour meetings every two weeks. However, these pre-planning sessions can be conducted one week apart, thereby cutting the Initiating Stage in half.

June 18, 2008	**Initiating Committee Session A** Outcomes: Orientation on the process; Clarity on Roles and Responsibilities Gained; Agree on Project Outcomes; Brainstorm Interests and Perspectives; and Set Staffing.
June 30, 2008	**Initiating Committee Session B** Outcomes: Begin Fine-Tuning the Process Design; Discuss Project Name; Begin Stakeholder Analysis; Address Resource Issues; Begin Exploring Outreach, Research and Coordinating Committees.
July 14, 2008	**Initiating Committee Session C** Outcomes: Agree on Meeting Site; Set Meeting Calendar; Finalize Stakeholder List; Develop Recruitment Strategies; Discuss Outreach Strategy; Kick-Off Planning.
Aug 2008	**Initiating Committee Session D** Outcomes: Committees are Set; Timeline and Strategies for Stakeholder Recruitment Are Set; Kick-off Planning Set; Hand-off to Coordinating Committee is set.
Aug/Sept 2008	**Preparing for the Kick-off** Recruitment begins; Follow-up with potential stakeholders; Review of stakeholder list to check balance; Outreach to media and other key perspectives begins.

Stage 2: Stakeholder Planning Stage

This description of the Stakeholder Planning Stage is based on meetings of three to three and half-hours every three weeks on Tuesdays.

Sept 9, 2008	**Stakeholder Session 1 - Kickoff Meeting** Outcomes: Purpose, Concept, and Approach Clarified and Understood; Stakeholder Buy-in and commitment to the process and timetable is achieved. Create Vision Themes; Drafting Committee Formed.
Sept 30, 2008	**Stakeholder Session 2 – Civic Index** Outcomes: Assessment of the community's civic infrastructure and the implications toward community efforts.
October 21, 2008	**Stakeholder Session 3 - Community Scan** Outcomes: Review and discussion of trend data; Discuss likely future; first cut of KPAs
November 11, 2008	**Stakeholder Session 4 - Selection of Key Performance Areas** Outcomes: Select and break into KPA work teams; become clear on tasks, expectations and responsibilities.
December 2, 2008	**Stakeholder Session 5 - Evaluating Key Performance Areas** Outcomes: Work Session focusing on Mini-Visions and assessment of KPA
January 13, 2009	**Stakeholder Session 6 - Evaluating Key Performance Areas** Outcomes: Report out; Stakeholders Agree on Work team Work to Date; Preliminary Overlap Across Key Performance Areas is Identified; Agreement on Mini-visions and preliminary Goals and Rationales.
February 3, 2009	**Stakeholder Session 7 - Evaluating Key Performance Areas** Outcomes: Work Session focusing on goals and strategies; begin work on responsible parties, timelines, resource needs.
February 24, 2009	**Stakeholder Session 8 - Evaluating Key Performance Areas** Outcomes: Report out; Stakeholders agree on the work to date; focus on goals, rationales, strategies and action steps.
March 17, 2009	**Stakeholder Session 9 - Action Planning and Implementation Strategies** Outcomes: Final work session focusing of completion of final details.
April 7, 2009	**Stakeholder Session 10 - Action Planning and Implementation Strategies** Outcomes: Final Report Out, focusing on action steps, responsible parties, timelines, and resource needs.
April/May 2009	**Final Report Writing Begins**
June 2009	**Final Report Completed, Printed, Released to Community;** Implementation Begins.

The purpose of the first meeting was to orient participants to the planned process and the reasons that the National Civic League chooses to facilitate projects in their specific manner. He explained that this project is starting with a blank slate, and the participants in this effort would begin filling in the different parts of the plan as it progressed. He explained that by the end of the planning process, the resulting strategic plan would be a product of the stakeholders' cumulative efforts. He explained that for us to be as successful as we intend to be in this project, their participation was crucial.

Participants were enthusiastic about the opportunities that lay ahead for them.

In the first exercise, participants in small groups discussed two questions:

1) What are the pressing issues facing Harrisonville? 2) What makes addressing those issues difficult?

Derek explained that the purpose of this exercise was to demonstrate that difficulties in addressing community challenges are usually more process related than content related. Issues don't stop communities as much as communities stop themselves in how they address those issues. In creating the safe space for this project, people with different interests and viewpoints will come together to identify a shared vision, shared definitions of problems and the solutions to address them. He predicted that many of the challenges we will tackle will be complex in nature, and therefore to be effective in addressing them, cross sector participation would be required. It is for those reasons that we convened a wide variety of people to chart the next steps of Harrisonville's future.

During the last part of the meeting, participants focused on the ideal state of Harrisonville and developed vision themes describing that ideal state. These themes were used to develop the vision statement that provided us with the target that all of our goals and strategies focused upon. These themes were given to a small committee made up of stakeholders who then drafted a vision statement for Harrisonville – The Next Step. The vision statement was then reviewed in our third meeting.

During the second meeting, we assessed Harrisonville's civic infrastructure – the invisible infrastructure that communities utilize to make decisions and solve problems. This was important because a strong civic infrastructure will help us in our future implementation. Additionally, it will enable us to address ongoing issues as they arise. We also considered Harrisonville's "as is" condition using data presented by City Staff of Harrisonville. (Thanks to Ms. Sheryl Stanley for this important data and insightful work.) This data enabled us to understand Harrisonville's current strengths and future opportunities as well as its current weaknesses and future threats. Derek also asked us to imagine the likely future without any intervention and to select the areas that we believed represented the priorities that we must focus upon. This exercise provided the first steps toward developing strategic plans and Key Performance Areas (KPAs).

The Key Performance Areas, or KPAs that emerged were:

1) Quality of Life
2) Local Government
3) Economic Development
4) Education

Focusing on these four KPAs, the Stakeholders broke into committees, or work teams, charged with the duty of exploring the issues around each KPA, and then visioning the future possibilities around each of these KPAs. Many work sessions were conducted in support of the KPA work process steps. Derek set clear expectations for the outcomes and constantly counseled the groups throughout the processes to encourage the full exploration of the issues and to avoid jumping to solutions before all the issues had been explored. He was diligent in his work to monitor the behaviors and group dynamics within each KPA team and guarded against bullying and dominating personality impacts.

The KPAs teams were tasked to create mini-visions for each of their KPA areas. Numerous "report outs" to the larger audience of the entire Stakeholder group were conducted at various points in the process to test the KPA teams' progress and allow for input from the larger Stakeholder group. During these sessions, the inter-relatedness of the work and the overlaps became apparent. Preliminary goals and rationales were tested in this broad manner to validate the appropriateness of the various KPA teams' progress.

Later sessions focused on the identification of strategies designed to achieve the goals, as well as the identification of the responsible parties that would need to be engaged in the implementation phases. Timelines were tied to each and the required resources were also identified. Action steps became the final focus and ultimate deliverable.

Each KPA presented their recommended action steps in the Final Report Out session for the entire Stakeholder group to evaluate and approve. This meeting was held on April 7, 2009 and marked the last formal meeting of the Stakeholder group through the six-plus month process.

The varied Action Steps that were developed are presented in detail in Section VII., of this document, entitled "Action Steps".

The Process Description

At a very high level, the following outline describes some of the details of the due diligence process that each KPA followed in the development of their recommended Action Plans.

Education

Processes:

1. Held individual group meetings to develop the issues we wanted to target.
2. Attended meetings with the school's Public Relations Director for valuable advice and information through our processes.
3. Attended meetings with members of the school board to discuss their current direction and future plans.

Milestone:

1. The Early Childhood Center being placed on a ballot for the summer of 2009.

Local Government

Processes:

1. Attended meetings with city officials and the supervisors in order to perform objective fact finding, to gather their insights and to understand their perspectives. Discovery meetings were conducted with each of the following departments: streets, electric, sewer and water, codes administration, finance, police, fire and the City Administrator.
2. Attended informational meetings with the engineering firms currently employed for the purposes of upgrading our sewer plant to comply with evolving EPA and DNR regulations, and the water supply plan for assessing and providing the strategic water supply needs for Harrisonville's future growth estimates.
3. Attended an informational meeting with Universal Asset Management to hear their work on current and future projects of sustainable communities and what possible areas that could be explored for Harrisonville.
4. Continually met in our individual KPA group and shared our gathered information to develop the priority issues and proper action steps.

Milestones:

1. Seeing our city leadership and council already taking actions on proposed areas of concern.

Quality of Life

Processes:

1. With revitalization of our historic square's business environment being our focus, meetings with current property owners on the square were held to gain their insight and interests.
2. Meetings were held with members of the Chamber of Commerce to discuss their willingness to help promote and support events around the square.

3. The Harrisonville Historical Society was called upon for knowledge and vision for the square.
4. Internet research was also done to gather information on other communities that have revitalized their historical squares and helped them to thrive.

Milestones:

1. The scheduled car shows on the square in the summer of 2009.

Economic Development

Processes:

1. Meetings were held with local business owners to gather information on the current climate of their businesses and any insight to future opportunities they may see.
2. Contacts were made with Missouri Economic Development, Missouri Economic Research and Information Center, Harrisonville Chamber of Commerce and Harrisonville City Hall to gather facts on the past, present, and future.
3. Attended an informational meeting with Universal Asset Management to hear work being done on communities that are focusing on sustainability.

Milestone:

1. Universal Asset Management (UAM) offered, and the Economic Development Committee accepted the offer, for UAM to create a Road Map to help Harrisonville understand its opportunities to evolve to become a more "green" and sustainable community. This Road Map is expected to be delivered in the next few months. It is expected that it may represent a starting place for new initiatives.

Vision Statement

Harrisonville – The Next Step
Vision Statement

Harrisonville is a vibrant, growing city embracing and attracting people from all walks of life. Leveraging its location at the cross roads of five major thoroughfares, Harrisonville promotes and supports a broad spectrum of business and industry. Harrisonville collaborates with developers, builders, businesses, industry and agriculture to facilitate the growth of our community that continues to promote self reliance, renewable energy and sustainability initiatives. Harrisonville nurtures a competitive school system preparing students for careers in a global economy. Harrisonville consistently attracts and retains highly qualified professional educators and provides state-of-the-art facilities and programs that balance sports, athletics and the arts.

Our government collaborates with a highly engaged and informed community to plan for strategic direction and implementation. Harrisonville's government consistently models integrity, transparency of decision making criteria and accountability for results. The old Cass County Court House, at the center of our beautiful historic square, reflects our small town sense of pride and symbolizes our pioneer spirit. Harrisonville is a safe community for families and people of all ages with many cultural activities and events throughout the year that support the social and developmental needs of its citizens. Harrisonville celebrates a rich historic past with many festivals and community events.

The Action Plans

So you are about to proceed to the core of the long awaited deliverables – The Action Plans.

We want to stop you right here.

It's important that we take a minute to state the obvious. It's so easy to miss the best part of a discovery by seeking something that is revolutionary or huge. The risk lies in looking for something big and thereby inadvertently missing the best small point. We've heard comments that we didn't really come up with anything new, or big or revolutionary. And perhaps we didn't. But we're not done trying. We're just getting started. Besides, big sweeping changes usually are the product of an accumulation of small baby steps. This is the first of the small steps that we can take together.

Here are some important thoughts. It goes like this……

There have been some that have expressed negative attitudes and have had personal agendas that they have tried to push forward. We all heard from them often throughout this process. We know that many others have heard them as well. And we've heard them before. The screams for change can be painfully piercing. This will always be the case with any process of change. But we decided that there is something to be learned from them. They are our customers. And on some points they are right. And when they are, we all have an obligation to admit it. And then we have the obligation to respond appropriately regardless of how badly we disdain their delivery. Our goal is that we don't let them discolor our ability to hear them and to listen. Our goal is to find the good to be derived from this process and the potential to work together, in earnest, going forward and looking forward, with meaningful responsive actions. Not just words.

Despite the noise of those that always view the glass as half empty, we gained an appreciation for all that is good with Harrisonville.

For instance, many of our city services are very dependable and taken for granted. The quality of Harrisonville's police, fire and ambulance services are perceived to be among the best. The quality of our parks and recreation programs and facilities are fantastic. The quality of our storm water management is perceived to exceed our national peers by a wide margin. Our satisfaction with Harrisonville's solid waste management service is very high. And on the very few (rare) occasions that our electric service is interrupted, we are reminded how easy it is to take such a critical and well-delivered service for granted. The service is so good that we nearly forget it exists. That doesn't imply that we think that the rates for this service are the best. We don't. But - we appreciate the quality of the service. We trust that together we'll fix the rates.

We think that the all encompassing and critical measure of the quality of life in Harrisonville is very high. It's a great place to raise kids. It's a great place to live. It's considered to be a good place to buy a home and it's a nice place to retire. We are all here for one or more of those reasons. And that's why we care about it. We've chosen Harrisonville for our own.

And right along with it, the overall image of our community and the appearance of the City are high. The recent City survey validates these findings. Most of us agree. But that doesn't mean that we can't improve it, together, on practical terms that we all find palatable.

Given the demographics of our City, we think we're doing pretty well.

Are there areas to improve and strengthen? Definitely. If there weren't, there would have been no need for the Next Step process. As a City, we're not done growing toward perfection yet. Some of our improvement ideas are in the pages that follow. There are quite a few. So don't let the number of them obscure the positive focus that we have of our City. We are hopeful for Harrisonville. If we weren't hopeful, we would have left Harrisonville long ago. We want for Harrisonville to improve – responsibly, practically and appropriately for what we want Harrisonville to be. And unfortunately, we may all have to settle for an evolution when we'd prefer to have a revolution.

Case in point – how's Arnold doing in California? If a state can go broke, can a city? If a city can go broke, can a developer, a builder, a business owner or a homeowner? Do we need to temper our demands for legislated upgrades and codes that provide no funding to enable compliance? Some of us think so. But we'll get to that later.

When we review the areas of strength in Harrisonville, most of them are the product of public money or publicly managed funding. Remember the parks and recreation attribute? Remember the quality of the electric service? Remember the police protection? Fire protection? Ambulance and emergency services? All are great. And we probably missed some – like the sewer and water. Oh yeah. Thank goodness for the quality of those essential staples and services. It's so easy to take so much for granted.

Here is the primary point. There is a lot that is right about Harrisonville and what our current and prior administrations have done to create our current standard of living. Too few people realize the long hours, the late hours, the tireless efforts that our City's leaders put in. Too few people realize how little remuneration they receive to reimburse them for their efforts. Too few people thank them for the great job they do. But most scream ugly when something fails.

So – it's imperative that our leaders hear us. Thank you. Thank you for the great job on these important aspects of what you accomplish for us each day. You gave us a lot to work with. You've done a lot right. Because of you, and those generations of leaders before you, Harrisonville has a lot to be proud of. In the pages that follow, we are asking that you keep this perspective. Don't lose the focus of how far we've come and how good life is in Harrisonville today.

We are ready to engage to make Harrisonville better. We request that you read on. In fact, we are asking that you please study it. Study it slowly, carefully and thoughtfully. And then let's get to know each other better as citizens, identify our common ground and figure out how to get Harrisonville to The Next Step. We think that Harrisonville deserves our support.

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Beautification of Community.

Priority Issue Being Addressed: Improve the first impression of Harrisonville.

Rationale for Addressing the Issue: Increase residents and businesses; encourage growth; expand tax base.

Strategy to Address the Issue: Develop and expand community partnerships.

Action Step	Parties Involved	Timeline	Resource Options
1. Identify what needs to be improved: Private Properties Public Properties	Economic Development Director/ Economic Development committee	Three Months	Staff Time
2. Identify existing groups that have ongoing projects on the books and what they are doing.	Economic Development Director/ Economic Development committee/ Community	Three months	Staff Time
3. Develop and implement City and community supported low interest revolving loan fund / subsidized interest program to assist local businesses to make upgrades.	City Manager	6 to 12 months	Staff Time Partnership with local financial institutions / City Staff
4. Identify outside resources such as government programs, grants or not for profit partnerships and procure funding.	Economic Development Director	6 to 12 months	Staff Time

Measures of Success (optional):______________________________

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Support and promote existing business and attract new business including an anchor industry or destination concept that creates employment that sustains families.

Priority Issue Being Addressed: Improve Quality of Life and Community through Economic Development.

Rationale for Addressing the Issue: Foster a positive business environment and add employment opportunities.

Strategy to Address the Issue: Leverage existing and future resources to create growth.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate the potential to create an airport development board & plan to expand development of related industrial opportunities adjacent to the airport.	Board of Aldermen / Mayor	3 months	Staff Time
2. Development of a strategy to leverage the Centerpoint Intermodal Facility and the pending I-49 corridor by development of sales, service and education opportunities that are related to the direct and ancillary businesses involved in the projects. (i.e. Trucking industry related businesses; service training partnerships with manufacturers)	Economic Development Director	Ongoing	Staff Time
3. Evaluate the development of a plan to create and implement a destination concept to increase tourism and business growth. (i.e. Medical campus associated with Cass Regional Hospital. Community College & education focal points)	Economic Development Director/ Economic Development Committee/ Mayor	12 Months	Staff Time
4. Develop a small revolving loan fund / subsidized interest program to support local business improvements and investment. (Complements Beautification action step)	Economic Development Director / City Manager	6 to 12 months	Staff Time Partnership with local Banks / City Funding or subsidization
5. Explore / expand City of Harrisonville / Cass County partnerships on existing or new, economic development initiatives, new regional service provider solutions (i.e. Waste To Energy Strategy, Quarry, Landfill,) and work towards strategic alliances on future projects.	Economic Development Director / Board of Aldermen / Economic Development committees for Harrisonville and Cass County	Ongoing	Staff and committee member time Potential funding as projects develop

Measures of Success (optional):<u>Increase in Tax Base by ____% each year. (possibly match GNPgrowth as a minimum)</u>

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Develop a road network and user friendly existing streets and support structure.

Priority Issue Being Addressed: Improve Traffic Flow.

Rationale for Addressing the Issue: Improve Quality of Life; enhance traffic flow / reduce congestion; encourage business growth.

Strategy to Address the Issue: Improve and expand existing road network.

Action Step	Parties Involved	Timeline	Resource Options
1. Implement existing Mechanic Street development plan.	Board of Aldermen / Mayor	6 months	Staff Time Bonding Other financial resources-TBD
2. Refine City Master Plan and evaluate priorities.	Economic Development Director / City Manager	6 months	Staff Time
3. Budget and start to accumulate dedicated funds for identified priority projects.	Board of Aldermen	6 months	Staff Time
4. Research and evaluate impact fee to determine feasibility compared to other metro communities.	Economic Development Director / City Manager	6 to 12 months	Staff Time

Measures of Success (optional): Mechanic Street Project completed within 10 years.

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Create a sustainable community

Priority Issue Being Addressed: Develop sustainability and evolution to more independence and self-sufficiency of various life sustaining resources and needs for the Harrisonville community.

Rationale for Addressing the Issue: Provide growth and increase standard of living; provide opportunities for businesses and residents; increase tax base.

Strategy to Address the Issue: Promote existing "open" areas; create incentives for business investments in sustainability projects; promote cooperation between local utility and political bodies.

Action Step	Parties Involved	Timeline	Resource Options
1. Review the pending Plan being presented by Gary Lee of Universal Asset Management.	Economic Development Director / City Manager	3 Months	Staff Time
2. Determine where to start and why among the priorities of recycling, water and energy components for a sustainable community.	Economic Development Director / City Manager	3 Months	Staff Time
3. Identify funding sources / resources.	Economic Development Director / City Staff	3 to 6 Months	Staff Time
4. Implement education and communication strategies with the public / stakeholders to increase awareness why a sustainable community is an appropriate goal.	Economic Development Director / City Staff	3 to 6 Months	Staff Time Printing costs Material costs
5. Develop resource acquisition strategy for obtaining land, funding and infrastructure.	Economic Development Director	12 Months	Staff Time Grants, DNR, Federal Government programs, MARC
6. Implement a Harrisonville specific plan for a sustainable community. **(i.e. recycle treated sewage water for industrial use)** **(i.e. explore conversion of solid waste material into fertilizer product or bio solids for use in energy production)** **(i.e. Develop renewable energy sources that enable Harrisonville to become an energy sustainable community)**	Economic Development Director / Board of Aldermen / City Staff /Engineering Consultant	18 Months	Staff Time Grants, DNR, Federal Government programs, MARC, City Budget

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Commercial property retention, development and expansion

Priority Issue Being Addressed: Financial and economic impacts of tax based financing programs on the entire Harrisonville community.

Rationale for Addressing the Issue: Improve the Curb Appeal of Harrisonville, Increase businesses; encourage growth; expand tax base.

Strategy to Address the Issue: Develop a framework and model that incorporates all aspects of tax based financing decisions including impact on the existing business environment in Harrisonville.

Action Step	Parties Involved	Timeline	Resource Options
1. Develop a model that incorporates both quantitative and qualitative measures to accurately and comprehensively evaluate the impacts (intended / unintended; positive / negative) of tax based financing projects.	Economic Development Director/ Economic Development committee	Three Months	Staff Time / community member time
2. Develop qualitative and quantitative measures with community input as well as identify determine peer group measures to utilize in the evaluation and decision model. Develop thresholds / benchmark measures that must be met by projects in Harrisonville.	Economic Development Director/ Economic Development and Strategic Planning committee/ Community	Three months	Staff Time / community member time
3. Conduct modeling of projects as a part of the consideration for tax based financing.	Economic Development Director/ City Manager	As projects presented / considered	Staff Time / community participant time
4. Address all impacts, with specific focus to negative or unintended impacts and develop strategies / plans to mitigate the consequences.	Economic Development Director / City Manager / Economic Development committee / Board of Aldermen	As projects presented / considered	Staff Time
5. Communicate results of the impact modeling to all stakeholders.	Board of Aldermen / Economic Development committee	As modeling results are available	Board and community member time
6. Continue to identify outside resources such as government programs, grants or not for profit partnerships, development companies that might have resources available for projects in the Harrisonville community.	Economic Development Director / City Manager	Ongoing	Staff Time

Measures of Success (optional):____

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Education

Priority Issue Being Addressed: Providing and locating post secondary education opportunities in Harrisonville.

Rationale for Addressing the Issue: Retain students in the local area and economy as well as attract students from other areas. Post secondary education opportunities will also be valuable to attract new residents to the Harrisonville community.

Strategy to Address the Issue: Utilize community involvement to build momentum.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate the feasibility of developing a post secondary / community college in Harrisonville.	Community Members / Education Committee / R9 Superintendent	6-12 Months	Staff Time Community involvement
2. Hold a closed meeting with the R9 Superintendent and Cass Career Center Director.	Education Committee / Superintendent	Within 6 Months	R9 Staff Committee membership
3. Evaluate the level of support and interest by surrounding communities for a post secondary / community college in Harrisonville.	Community members / Education Committee	6-12 Months	Community members / Committee members
4. Establish a pro-active community advocacy group to help build consensus and define mission / program needs.	Education Committee / R9 Board / Community leaders	6-12 Months	Staff Time Committee membership Community Leader time
5. Determine resources available and plan to acquire resources.	Education Committee / TBD	6-12 Months	Committee members
6. Procure funding and establish post secondary / college program.	TBD	3-5 Years	TBD

Measures of Success (optional):____

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Education

Priority Issue Being Addressed: Early Childhood Education and Daycare

Rationale for Addressing the Issue: Provide additional resources for a strained portion of the Harrisonville community which will enhance the success of the next levels of the Harrisonville school system.

Strategy to Address the Issue: Utilize community involvement to build consensus and momentum.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate Cost / Benefits associated with an Early Childhood Center and Daycare and the location of such a center to facilitate traffic patterns of patrons using the facility	R9 District / Private Daycare providers / community supporters	6-12 months	Community members R9 Resources
2. Hold closed meetings with the Harrisonville R9 Superintendent.	Community Supporters / R9 District Superintendent	6 months	Education Committee / R9 Superintendent
3. Recruit and develop an organized body of citizen advocates to promote a "new" schedule (daycare) to the school board and community.	Education Committee / R9 District / Community Supporters	6 -12 months	Education Committee members/ Community Supporters
4. Utilize community consensus building to develop the plan program and structure / activities.	Education Committee / Community Supporters	12 months	Community Advocates
5. Determine possible funding sources and pursue funding.	R9 District / Community supporters	12 months	R9 Resources / Community Advocacy Group
6. Upon outcome of prior steps, develop a follow up action plan for the execution of the construction of the Center and Daycare	TBD	3-5 years	TBD

Measures of Success (optional):____

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Quality of Life

Priority Issue Being Addressed: Activities and Events in Harrisonville.

Rationale for Addressing the Issue: Provide citizens entertainment and shopping opportunities without leaving Harrisonville.

Strategy to Address the Issue: Form volunteer event committee.

Action Step	Parties Involved	Timeline	Resource Options
1. Work with the City to appoint a coordinator / implementation committee.	Quality of Life committee / Board of Alderman / community leaders	1-6 months	City Staff / community members
2. Develop collaborations with Harrisonville organizations (such as Lions, C/C, community churches) to develop a central liaison / contact point for the community.	Community group membership / City Staff / Quality of Life committee members	1-3 months	Community resources / input
3. Develop specialized committees; i.e. Festivals; sporting events; contests.	Event Coordinator / community committee	3-9 months	Community resources / input
4. Create a timeline / calendar of events taking place throughout the year.	Event Coordinator	3- 12 months / ongoing	Event coordinator / local groups for input / activity notices
5. Create a means of advertising / information dissemination; i.e.: emails; mailers; online networking forums; websites.	Event Coordinator	Ongoing	Event Coordinator / some budget dollars

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Quality of Life

Priority Issue Being Addressed: Bike Trails and Green Spaces.

Rationale for Addressing the Issue: Create more bike trails and green spaces as requested by Harrisonville's citizens in its survey to enhance quality of life.
Strategy to Address the Issue: Work with Harrisonville Parks Department and Board to create.

Action Step	Parties Involved	Timeline	Resource Options
1. Request Board of Aldermen authorization for the Parks Department in the creation and development of bike trails and green spaces.	Quality of Life committee / Board of Aldermen / Parks Department and Board	3 months	Board(s) and volunteer time
2. Evaluate the feasibility and phased implementation necessary to develop and implement a bike trail / green space network throughout Harrisonville. Incorporate prior studies and work regarding challenges, barriers, opportunities, locations and corridor development.	Parks Department and Board / Quality of Life committee	6 months to 1 year	Staff and volunteer time
3. Evaluate the feasibility of creating a "corridor" that connects with neighboring communities to expand the Katy Trail network and, if viable, develop an implementation plan.	Parks Department and Board / Quality of Life Committee / neighboring community members	1 year	Staff time / committee and community member time / possible State of Missouri resources
4. Research the process of becoming a stop on the Tour of Missouri Bicycle race in future years and develop a strategy to become a part of future race courses.	City Staff / Economic Development Director / various Harrisonville and Cass County Board and leadership members	1-6 months	Staff and member time
5. Assess the availability of grants and governmental funding sources to facilitate construction of the trail network.	City Staff	1-12 months	Staff time
6. Develop plan and layout of bike trails and green spaces.	Parks Department / Planning and Zoning Board / Community and Committee members	12 to 18 months	Staff and volunteer time
7. Begin phased construction of bike trails and green spaces.	Parks Department / City Staff / Community volunteers	12-18 months	Staff and volunteer time / Budget dollars

Measures of Success (optional):<u>Completion of the first 5 miles of dedicated trails / green spaces.</u>

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Quality of Life

Priority Issue Being Addressed: Tourism

Rationale for Addressing the Issue: Promote revenue generation and entertainment on the Harrisonville Square District.

Strategy to Address the Issue: Develop local businesses to occupy empty spaces in Square District.

Action Step	Parties Involved	Timeline	Resource Options
1. Explore the possibility of the creation of incentives for businesses to move to the Square District. i.e. tax deductions for maintaining historical value of buildings.	Board of Alderman / City Manager	1 year	Staff time
2. Identify funds available to help build and renovate.	City Staff	12-18 months	Staff time
3. Promote the use of space above Square businesses as lofts or apartments.	Local Businesses	Ongoing	Local Business resources
4. Networking with parties such as SBA, Kauffman Foundation, Culinary Institute to match leads and needs for vacant locations / needed services for the Harrisonville community and promote new retail shops and businesses.	Chamber of Commerce / Economic Development Director	Ongoing	Local Business and community time and resources

Measures of Success (optional):____

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Quality of Life

Priority Issue Being Addressed: Promoting and expanding volunteerism

Rationale for Addressing the Issue: Provide leadership opportunities while promoting individuals in the community.

Strategy to Address the Issue: Create a volunteer bank/clearinghouse.

Action Step	Parties Involved	Timeline	Resource Options
1. Create a committee to determine where volunteers are needed.	Quality of Life Committee / City staff	3 months	Committee Resources / community group input
2. Advertise volunteer bank / clearinghouse opportunities through city website, email updates and flyers in utility bills.	Volunteer Committee	3-6 months	Volunteer Committee time
3. Gather volunteer pool and identify interests and skills through application / survey process.	Volunteer Committee	6-12 months	Volunteer Committee time / local group time
4. Match volunteers with specific projects.	Volunteer Committee / Project groups	Ongoing	Volunteer Committee members / local group members time
5. Publicize successes.	Volunteer Committee / Various groups	Ongoing	Community group publications / local newspaper publicity.

Measures of Success (optional):____

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Government

Priority Issue Being Addressed: Inconsistent term transition creates gaps in representation and potentially limits the voter's ability to effect change in a timely manner.

Rationale for Addressing the Issue: The perception by the electorate is that their City government does not: 1) provide an adequate opportunity to participate; 2) provide an adequate opportunity to be heard; 3) perform objective due diligence on matters that come before them; 4) provide the ability to hold elected officials accountable in a timely manner; 5) respect or value the opinions and input of the citizens. In some cases this perception may arise from inadequate communication to the electorate.

Strategy to Address the Issue: Creation of a Community Action committee charged with evaluation of the issues and developing recommendations for resolution.

Action Step	Parties Involved	Timeline	Resource Options
1. Establish Community Action Group from registered voters.	Board of Aldermen / community members /	1-2 Months	Staff and community time
2. Review existing term structure for Board of Aldermen and present recommendation.	Community Action Committee	1-3 Months	Community member time
3. Implement recommendation from Community Action Group.	Board of Aldermen / community members /	6 months	Possible Ballot initiative
4. Review new issues and make recommendations.	Community Action Group	Ongoing	Community member time

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Government

Priority Issue Being Addressed: Evaluate the costs/benefits and options for improved facilities for City Hall and the Police Department.

Rationale for Addressing the Issue: The Police Department building and City Hall both are considered inadequate and in need of major rework which some have stated would not be cost effective.

Strategy to Address the Issue: Develop action plan to implement facility upgrade.

Action Step	Parties Involved	Timeline	Resource Options
1. Obtain Team 21 report on project findings.	Committee of 21 and Staff	Within 60 days	Volunteers and Staff
2. Re-Task Team 21 committee and possibly modify membership.	City Council / Staff	Within 60 days	Staff
3. Determine appropriate course of action / project direction.	City Council/Staff /Community Advisory group	Within 90/120 days	
4. Determine funding for this project and set a budget.	City Council/Staff / Community Advisory group	One year	
5. Hire an architect to draw plans based upon funds that the city has to do the job.	City council/Staff/Community Advisory group	One year	General fund
6. Implement facility project.	Architect, City Council/Police Chief/Staff/ Community Advisory Group	One to two years	General fund and possible bond issue

Measures of Success (Optional): Completing the entire project within a five year time line.

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Codes and Zoning Administration.

Rationale for Addressing the Issue: Create transparency between zoning and codes and all building requirement decisions that have often been confusing and leave gray areas for inconsistent interpretation and enforcement of regulations and lack of consistent answers.

Strategy to Address the Issue: Create the position of City Engineer to be the department head of Codes and Zoning.

Action Step	Parties Involved	Timeline	Resource Options
1. Develop job description for City Engineer as the Department head of codes and zoning.	Board of Alderman and Human Resources	By end of 2009 to be put in place for fiscal year 2010	Budget for Codes And Zoning department within existing funding
2. Create new reporting process for the codes and zoning departments and establish the finalization process for all plan reviews and approvals.	City Engineer and Board of Alderman	First quarter 2010	
3. Redefine staffing accountabilities to work in new structured department.	City Engineer	First quarter 2010	
4. Continue to create a friendly and consistent environment in codes administration for applicants and citizens.	City Engineer and staff	Ongoing	

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Codes Administration – Permit Information Packets.

Rationale for Addressing the Issue: Obtaining permits for residential, commercial, and zoning is at times unclear and leaves applicants with questions that need answered and creates many gray areas that can cause unforeseen issues in the building process that can be costly or misunderstood.

Strategy to Address the Issue: Publish Permit Information Packets for each type of construction project.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate the benefit of developing complete packets of information and instructions for each type of project permit that can be provided to applicants.	Codes Administration Department	Within 1 year	
2. Create a systematic review to maintain an updated information packet.	Codes Administration Department	Annually	

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Electric Department

Rationale for Addressing the Issue: Electric rate growth accelerates at a pace that outstrips per capita growth and is above other regulated governed utilities.

Strategy to Address the Issue: Provide a quality service to the citizens at a fair and reasonable price.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate the establishment of a citizens committee to review electric rates regularly to be consistent with regulated utility cost of 11.5% cap.	Board of Alderman and citizens committee	Immediate	
2. It is recommended that a strategic review of the power consortium strategy be conducted.	Board of Alderman and citizens committee	Within 1 year	
3. It is recommended that Harrisonville consider the performance of cost accounting for all electric fund expenses to insure accurate segregation and supported with detail and line item accountability.	Board of Alderman and citizens committee	1 year and ongoing	
4. Set rate basis to be consistent or below regulated public utilities.	Board of Alderman	Annually	

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Emergency services – 24 hour 7 day Fire Department.

Rationale for Addressing the Issue: Community is currently under served with inadequately staffed Fire Department.

Strategy to Address the Issue: Passage of Tax on April ballot of 2/8ths cents sales tax for Fire Department.

Action Step	Parties Involved	Timeline	Resource Options
1. Passage of Tax on April ballot.	Citizens of Harrisonville	Immediate	Tax revenue
2. Create a citizens advisory panel as a resource to provide community input as part of future staffing and funding needs.	Board of Alderman	Immediate	Citizen advisory committee

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Codes-Buildings

Rationale for Addressing the Issue: Current codes and ordinances result in situations that are perceived as burdensome, onerous and economically not feasible. This creates pockets of empty buildings, lost economic activity, lost tax revenue, an environment that is not conducive to businesses as well as aesthetically unappealing areas in Harrisonville.

Strategy to Address the Issue: Create Citizens Advisory Committee compiles of cross section of the Harrisonville community.

Action Step	Parties Involved	Timeline	Resource Options
1. Create a Citizens Advisory Committee to work with the Board of Aldermen and the City Codes Department.	Board of Aldermen	1-3 months	Board of Aldermen time
2. Conduct a study of the current codes to evaluate the appropriateness and consistency when measured against the community vision / goals / objectives. Specific study points to include at least: *Identification of community necessities (safety) / needs (enhanced functionality) / wants (aesthetics). *Identification of recurring conflict points. *Identification of conflict resolution strategies and plans. *Resolution of implementation requirements and "triggering" events that prevent practical and financially responsible compliance by owners.	City Staff / Citizens Advisory Committee	6-12 months	Staff / Citizens Advisory Committee time
3. Review existing ordinances for amendments / repeals to insure consistency with community vision / goals / objectives and fairness to owners, and make recommendations.	City Staff / Citizens Advisory Committee	6-12 months	Staff / Citizens Advisory Committee time
4. Implement ordinance changes.	Board of Aldermen	Ongoing	Board of Aldermen
5. Create a systematic review process to evaluate additional enhancements and resolve additional conflict issues.	City Staff / Citizens Advisory Committee / Board of Aldermen	3-6 months	Staff / Board of Aldermen /Citizens Advisory Committee time
6. Create accountability measures to evaluate deployment and application of resources and customer satisfaction.	City Staff / Citizens Advisory Committee / Board of Aldermen	3-6 months	Staff / Board of Aldermen /Citizens Advisory Committee time

Measures of Success (optional):____________________________

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Police Department

Rationale for Addressing the Issue: Insure adequate Police Department staffing to meet community needs.

Strategy to Address the Issue: Review all facts and compare to communities of like size and area coverage.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate conducting peer comparisons regarding staffing levels with community input.	City resource officers, Citizens Advisory committee, and Chief of Police Departments	Annually	
2. Conduct Citizens Public Safety Forum to provide and gather information regarding the Police Department.	Chief of Police / City Manager / Community members /	Annually	

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Codes-Property Maintenance

Rationale for Addressing the Issue: Current codes, in some cases, require unreasonable manpower to enforce, are too restrictive and leave too many gray areas that result in inconsistent application and enforcement.

Strategy to Address the Issue: Create Citizens Advisory Committee compiles of cross section of the Harrisonville community.

Action Step	Parties Involved	Timeline	Resource Options
1. Create a Citizens Advisory Committee to work with the Board of Aldermen and the City Codes Department.	Board of Aldermen / community members	1-3 Months	Staff time
2. Conduct a study of the current codes to evaluate the appropriateness and consistency when measured against the community vision / goals / objectives. Specific study points to include at least: ***Identification of community necessities (safety) / needs (enhanced functionality) / wants (aesthetics).** ***Identification of recurring conflict points.** ***Identification of conflict resolution strategies and plans.**	City Staff / Citizens Advisory Committee	3-12 months	Staff time / Citizens Advisory Committee member time
***Resolution of implementation requirements and "triggering" events that prevent practical and financially responsible compliance by owners.**	City Staff / Citizens Advisory Committee	3-12 months	Staff time / Citizens Advisory Committee member time
3. Review existing ordinances for amendments / repeals to insure consistency with community vision / goals / objectives and make recommendations.	Board of Aldermen	Ongoing	Staff / Board time
4. Implement ordinance changes.	Staff / Citizens Advisory Committee	6 months	Staff / Citizens Advisory Committee member time
5. Create a systematic review process to evaluate additional enhancements and resolve additional conflict issues.	Staff / Citizens Advisory Committee / Board of Aldermen	6 months	Staff / Citizens Advisory Committee member time Board of Aldermen time
6. Create accountability measures to evaluate deployment and application of resources and customer satisfaction.			

Measures of Success (optional):____

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Sewer Department

Rationale for Addressing the Issue: Waste water distribution and treatment plants needs for EPA and DNR compliance by 2011. Current plan of action is believed too costly and needs further review for alternative cost saving measures.

Strategy to Address the Issue: Do further research to develop a more cost effective construction plan to meet future requirements.

Action Step	Parties Involved	Timeline	Resource Options
1. Evaluate the feasibility of contracting with an alternative firm for a value engineering assessment.	Mayor, City Administrator, Board of Alderman, and Citizens advisory committee	Immediately – Prior to formal study delivered to city counsel	Sewer tax or city budget
2. Evaluate the alternative of creating a grass pond for primary peak load capacity.	Second consulting firm	Within the process period to be included in new plan for 2011 compliance	Sewer tax or city budget
3. Evaluate the feasibility of incorporating the existing garage for additional office space needed.	Second consulting firm	Within the process period to be included in new plan for 2011 compliance	Sewer tax or city budget
4. Evaluate the cost / benefits associated with the distribution of solid wastes with existing equipment for green concerns or gasification of solid wastes to create energy to eliminate burning.	Mayor, City Administrator, and Board of Alderman	Within the process period to be included in new plan for 2011 compliance	

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Street Department

Rationale for Addressing the Issue: Harrisonville has failed to create and follow through with key transportation routes that need upgrading to further its citizen's quality of life and to allow for the future growth of our city by implementing ease of access to all major areas of business and residence.

Strategy to Address the Issue: Designate major road improvement areas.

Action Step	Parties Involved	Timeline	Resource Options
1. If feasible, change the sidewalk width ordinance to limit the amount of additional easements needed to expand sidewalk network in Harrisonville.	Board of Alderman, city staff, citizens advisory committee	1 year	
2. Develop a strategy with Cass County to upgrade Waters road to North Jefferson Parkway to 239th street east to Mopac Rd north to 235th Street to 7 Highway north.	Board of Alderman, city staff, Cass County Commissioners, citizens advisory committee	5 to 10 years	State and Federal grants, existing county road tax, city's general fund
3. Develop a master plan for curb and gutter in older parts of Harrisonville.	Board of Alderman, city staff, citizen advisory committee	5, 10, 15 years	Possible special assessment for these areas to share in cost of improvement

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Develop a self sufficient water supply.

Rationale for Addressing the Issue: Current plan for future water source is too costly and is based on non realistic growth rates.

Strategy to Address the Issue: Identify needs based on reality of growth for 5, 10, and 20 years. Identify capacity our current lakes can provide.

Action Step	Parties Involved	Timeline	Resource Options
1. It is recommended that Harrisonville stop all actions that commit to the expenditure of funds associated with the strategy to install a new water supply line from the City of Kansas City, Mo.	Board of Alderman and Mayor	Immediate	
2. It is recommended that a study be completed to determine true capacity of our raw water sources and develop recommendations on strategies to increase capacities.	Board of Alderman and citizen advisory committee	1 year	General fund
3. Recommend investigation of the possibility of land acquisition adjoining lake to raise capacity.	Board of Alderman and citizen advisory committee	1 to 5 years	Bond issue
4. It is recommended that Harrisonville explore aquifer storage for expanded storage capacity to extend peak capacity for periods of peak demand.	Board of Alderman, and citizen advisory committee	5 to 10 years	
5. Recommended a feasibility study to explore conservation, treat at site, distribution, and recycling sewer waste water for industrial purposes in Harrisonville.	Board of Alderman, citizen advisory committee, and industrial users	Implementation of sewer plant 2011	Bond funds

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Develop a self sufficient water supply – (continued)

Rationale for Addressing the Issue:

Strategy to Address the Issue:

Action Step	Parties Involved	Timeline	Resource Options
7. Develop a strategy that will conserve and recycle treated waste for industrial on site use such as car washes as well as provide assistance for existing businesses to implement and convert.	Board of Alderman, citizens advisory committee, and new and existing business owners	5 to 10 years	
8. Add additional distribution and treatment infrastructure if lake capacity is determined adequate to meet Harrisonville's strategic growth needs.	Board of Alderman and citizens advisory committee	1 to 5 years	Bond issue
9. Evaluate an agreement with Tri-County Water Authority or District 10 at minimum levels for purposes of assuring long term supply and future partnership with Tri-County.	Board Of Alderman and citizens advisory committee	1 to 5 years	

Harrisonville - The Next Step
Key Performance Area Action Planning Format

Key Performance Area: Local Government

Priority Issue Being Addressed: Develop a self sufficient water supply – (continued)

Rationale for Addressing the Issue: The City of Harrisonville is to define the strategic water supply requirements in support of strategic development at the industrial park at the Harrisonville airport.

Strategy to Address the Issue: Identify needs based on growth of our industrial park at the Harrisonville airport.

Action Step	Parties Involved	Timeline	Resource Options
11. Explore the willingness and ability of Water District #4 to provide adequate long term water supply to support the strategic industrial growth needs at the Harrisonville airport or pursue other alternatives.	Board of Alderman, Water District #4, Citizens Advisory Committee	1 year	
12. Develop and implement strategy and plan to provide for water supply to the airport industrial park.	Board of Alderman, Water District #4, Citizens Advisory Committee	1 to 5 years	

Next Steps

Current thinking to move the plans ahead

Implementation of the Stakeholders' Action Plan, which represents the culmination of the committee's work and vision development, represents a most critical next step. The Stakeholders' perspective is that this Action Plan represents a Blueprint-For-Action. It is our perspective that the responsibility for the required actions must be shared. It is not the City's responsibility alone to implement this plan. The success of the plan will be determined by our collective actions.

As the architects of this blueprint, it is our stakeholder committees' collective responsibility to provide our engaged, collaborative and objective partnership with Harrisonville's City Mayor, City Council, City Staff, citizens, businesses, organizations and industry to implement the best execution possible of this vision.

As with the construction of any blueprint, that implementation process will require hard work and tolerance on the part of all parties. As with any architectural rendering, our plan will require revisions that are driven by the challenges presented by the need for practicality, the changing world around us, the demands those changes exert on the plan, and the continued exploration of facts that were not obvious to us at inception.

As with the construction of any blueprint, the reality of all of the existing conditions could not be readily known from the design table. Emerging facts will drive the need for change orders – or in this case – plan revisions.

As with any architect, it is our responsibility to understand the shifting priorities of the customers (Harrisonville's citizens), the limits of the implementation crew, their tools, their skills, the work conditions, the materials available, the financial impacts (both public and private), the underlying demographics, and the changing environment (economy) and how these dynamics impact the execution of the plan. These dynamic factors will drive the need for our continued engagement and adaptation throughout implementation to solve the problems that will arise along the way. Our architectural work is not static. It is not done. It is not perfect. We have already found that our vision is improving and our dreams are growing. We reserve the right to embellish the plan, change priorities, and add initiatives.

With this metaphor to guide us, we accept the responsibility for the plan and the commitment that it requires of us, as the architects, to serve the builder (the City) in the execution stage of the plan for the best strategic outcome.

The Implementation team of the Stakeholder group consists of a core team of hard working, objective, clear thinkers, who throughout the initial Stakeholder sessions, have demonstrated the ability to work collaboratively, think strategically, listen respectfully and disagree kindly with an ability to find the common ground essential to enable progress for Harrisonville.

We offer ourselves to be unpaid Consultants who can be solicited by the City for special assignments, leadership, committee work, visioning, volunteerism, critical thinking, exploration, research, engagement, listening and consensus building in support of our city's important initiatives.

Our metrics for success are to be grounded in trust, respect and our willingness and ability to partner objectively as leaders with the City and community, for the strategic good of Harrisonville.

Setting Priorities

As with any plan, priorities must be established. The recommended action plans included timelines for action. Some of these actions identified "immediate" needs for action. Others were very long term by comparison.

Clearly, we believe that we must engage immediately to act together to understand the opportunities at hand. We must assure that Harrisonville is best served with a quick response where necessary and a delayed response where appropriate. We must guard against our ambitions that exceed the current potential of Harrisonville's demographic power to survive the weight of the required investments and debt service.

The longest timeline items will change and evolve, and their implementations will allow technologies and budgets to evolve as well, making their implementations more practical with time.

Working Together as Citizens and City

It has been said that the "camel" was the result of a committee instructed to go and design a "race horse". This possibility is the ultimate example of how outcomes may become shaped through compromise – or the lack of it at the right times.

Highly effective working groups don't just happen. They evolve. The new partnership with the City will be no different.

We will likely have our stages of "storming", "norming" and "performing". Both entities will have responsibility to the other and ultimately to the customers – Harrisonville's citizens - to move swiftly to the "performing" stages.

It is our sincere expectation that neither party will sacrifice the potential of the opportunities that we face by failing to compromise at the right times. We sincerely hope that fairness and practicality will prevail in order to avoid the creation of a "camel" when a "sleek thoroughbred" was envisioned by the Harrisonville's citizens and would have been possible.

Acknowledgements

Sponsors
- Allen Bank
- Applebee's
- Best Burrito
- Commerce Bank
- Our Lady of Lourdes Catholic Church
- Cricket Kroenke
- Norma Keltner
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- Pizza Hut
- Ray Rae's Rib Shack
- Red Dirt Road House
- Sonic
- Universal Asset Management

Volunteers
- Jennifer Coday
- Cricket Kroenke
- Norma Keltner

Initiating Committee
- Virgil Butler
- Obie Carl
- Jennifer Coday
- Dave Coffelt
- Jeff Cryderman
- Barb Gillen
- John Hurd
- Joni Mabary
- Paula Mathes
- Lloyd Rudell
- Ray Shick
- Tim Soulis

Stakeholders

Obie Carl, Tim Soulis (Co-Chairs)

Economic Development KPA

- Joe Allen
- Kim Benjamin, *Chair*
- Brad Bockelman
- Meryl Bohannon
- Diana Bolinger
- Helen Budinger, *Chair*
- Cody Chancellor
- Gary Davidson
- John Foster
- John Hurd
- Katrina Lajoie
- Doug Meyer
- Clint Rudell
- Ray Shick
- Karen Soulis
- Tim Soulis
- Mark Wilson

Education KPA

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- Denise Davidson
- Robin Farooq
- Nichole Marshall, *Chair*
- Andrea Laughlin
- Donna Pfautsch
- Nancy Shelton
- Jill Stewart

Local Government KPA

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- Jack Cotton
- Paula Crigger
- Jeff Cryderman, *Chair*
- Kay Gerke
- Cricket Kroenke
- Mel Mathes
- Darrell Myers, *Chair*
- Cheryl Nickel
- Ron Saffels
- Bill Shelton
- Gerald Tabb
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- Donna Coke
- Brandy Elgen
- Daniel Elgen
- Ron Richardson
- Wendy Richardson
- Megan Rudell, *Chair*
- Jeanne Saffels
- Luke Scavuzzo
- Jay Shick

Process and Meetings Facilitator

Mr. Derek Okubo, The National Civic League

Board of Alderman Attendees, City Staff, & Professional Resources

- Kevin Woods, Mayor
- David Dickerson, Alderman
- Allison Light, Alderman
- Dorothy Young, Alderman
- Keith Moody, City Administrator
- Mike Tholen, Finance Director
- Sheryl Stanley, Communications Information Specialist
- John Hofer, Police Chief
- Larry Francis Fire Chief,
- Chris Cotten, Parks & Recreation
- Keith Thomas, Electric Department
- Bob Surber, Water Department
- Jim Proctor, Street Department
- Steve Rauscher, Codes Administration Department
- Burns & McDonnell Representatives- Wastewater Overview
- Larkin & Associates Representatives – Water Supply Overview

Others:

- Brian Bardo, Growth Industries
- Carol Bohl, Cass County Historical Society
- Gary Lee, Universal Asset Management
- Richard Lloyd, Commerce Bank
- Danny Powell, Chamber of Commerce

Strategic Planning Status Report
June 1, 2014

A. Quality of Life –

1. *Form a volunteer event committee to provide manpower for activities and events*

   Status: The Implementation Committee's Junk in the Trunk program continues to grow each year, holding a monthly swap meet from April through October. They also instituted a Home of the Month program and Business of the Month award program. The Implementation Committee has also partnered with the Chamber of Commerce to organize the annual Burnt District Festival on the square. The Implementation Committee has also brought the Farmers Market back to the square during the summer.

2. *Create bike trails and green spaces – Parks*

   Status: A new trail in City Park adjacent to the outdoor swimming pool was completed and opened in 2012. A southern connection to this new bike trail was also created in cooperation with the school district. Extension of this trail west to Zeller Park is in the works for 2014.

   In 2012 the City completed restoration of the tennis courts, installed a whirl pool and sauna at the community center and made energy efficient lighting improvements at that facility.

   In 2012, the city purchased a mini-excavator which can be used in the parks with the expansion of trails within the parks and by other departments in areas where a backhoe is too large. This will save the city money by avoiding duplication of heavy equipment.

   Drainage improvements were completed in 2011 at the north park ball diamonds. This will continue until all of the fields enjoy drainage tile and terfus infields which will shorten drying time in the event of rain.

3. *Promote businesses relocating to the Square to increase tourism– Economic Development, Chamber, Implementation Committee*

   Status: Since 2010 the City has implemented an education program available to local businesses that provides one-day classes in various business topics such as finding grants, low interest loans and tax incentives.

   A new Economic Development Manager position was created in 2012. This person is actively engaged in promoting the square. In addition properties in the downtown that have been vacant for some time have been listed for sale. The City is working with the seller to identify incentives plans suitable for new occupants as well as offering to partner with the seller in the construction of a public parking facility at the southern end of down town.

   An overlay zoning district has been established on Mechanic Street to afford properties in the original parts of Harrisonville relaxed building setbacks and make the area more attractive to certain types of home-based businesses.

   The City completed work on a new Police Department in early 2014, located just off the square the facility is designed to match the architectural character of the old downtown. The new 12,600 square foot facility cost approximately $2 million and provides additional paved public parking on the east side of downtown. The City is leading by example resulting in a new orthodontist office locating on the square as well as the Chamber of Commerce in 2014.

The Implementation Committee has expanded events downtown through the Junk In the Trunk, Farmers Market, Home of the Month and Burnt District Festival programs.

4. *Encourage and expand volunteer opportunities by creating a volunteer bank/clearinghouse*

<u>Status:</u> Although a volunteer bank has not formally been established the Implementation Committee has expanded volunteer opportunities through the Junk In the Trunk, Farmers Market, Home of the Month and the Burnt District Festival programs.

B. Economic Development

1. *Develop & expand community partnerships*

<u>Status:</u> In 2011 the City partnered with the Cass Regional Medical Center to provide medical transport services. The $150,000 annual fee paid to Harrisonville covers roughly half of the cost of the service and ensures CRMC patrons have access to timely Ambulance service 24/7.

Preliminary design work is complete for the new Hospital Interchange on Hwy. 71; the project will receive funding through a Transportation Development District established through a partnership consisting of the City, Cass County and the local property owners.

The Enhanced Enterprise Zone, another joint venture between the city, county and schools, was established in 2010 and made its first award in 2012. This program creates the opportunity for state and local incentives for existing and new businesses to expand their work force and increase their financial investment in Harrisonville. The district includes all of Harrisonville as well as an unincorporated part of Cass County to the west of Harrisonville that would not have otherwise qualified for the designation.

The 291/71 Transportation Development District which is the result of a partnership between the City and property owners in this area has secured $7 million for phase one construction and $2.3 million for phase two construction of this $20 million interchange replacement and roadway widening project. The TDD Board has crafted an iconic bridge that will serve to create a unique entryway to this major commercial corridor. Construction begins the summer of 2014.

The City and School District renewed an agreement for School Resource Officers and DARE services.

The City has partnered with the City of Peculiar to provide them animal control services on a contractual basis. The ability to provide waste sludge disposal to Peculiar is being investigated.

The City has entered into emergency water purchase agreements with Water Districts 4 and 9.

2. *Leverage existing and future resources to create growth-*

<u>Airport</u>: Apron replacement and runway sealing in 2011 along with resurfacing the entry road and paving gravel parking areas in 2012 are examples of how the City is optimizing the resource we have in the Lawrence Smith Memorial Airport. The environmental impact

assessment required prior to expanding the runway brought to light that funding for an expansion will be dependent upon need. Therefore the City is documenting the need with customers and potential users. The City anticipates entering into a land lease for a business interested in building on the airport property in 2014. We also plan to hold another Open House event in the fall.

Waste Water: Renovation and expansion at the waste water treatment plan during 2011-12 has brought that facility up to the most current clean water standards and positions the city to be able to efficiently meet those standards in the future. The plant's capacity will serve growth demands for the next 30 plus years. In addition to the $3 million grant which the City received to help pay for these improvements the City also received a $225,000 grant to install solar lighting and high efficiency blowers at the plant which was completed in 2012. Sewer rates were lowered 2.5% 1/1/11. Sanitary sewers will be televised over a five year period starting in 2013. A plan for maintenance and repairs will be developed from this information.

Potable Water: A new back-up generator which eliminates vulnerability in the event of a loss of power was installed in 2011 along with a variable frequency drive on the distribution pump which will reduce energy consumption were installed at the water plant. A plant and lake optimization study was completed in in 2013 that yielded a facility improvement plan for how to optimize operating efficiencies, expand treatment capacity of the plant, phasing of improvements, cost of improvements as well as improving the taste and odor of our water. It is expected that with these improvements the plant will serve our needs over the next 30 plus years. Negotiations continue with Lee's Summit and KCMO over sale of the 5 mgd water capacity we own to Lee's Summit. Water rates were lowered 2.5% 1/1/11.

Electric System: Improvement to the electric distribution system over the past decade has resulted in fewer service outages as well as energy losses of 3% or less which is unmatched in the industry. A transformer at the north substation is being placed in 2013-14, in keeping with our replacement program. Our membership in the Missouri Public Utility Alliance has positioned us experience below market increases in energy costs over the next five years. MPUA has invested in electric generation facilities which are new and meet the most stringent clean air standards. Electric rates were lowered 2.5% 1/1/11.

3. *Evaluate the development of a plan to create and implement a destination concept to increase tourism and business growth. (i.e. medical campus associated with Cass Regional Hospital, community college and education focal points)*

   Status: The City, Chamber of Commerce and Implementation Committee continue to partner in holding the Burnt District Festival. As this event grows, we believe it will become a natural draw to our city.

4. *Develop a small revolving loan fund / subsidized interest program to support local business improvements and investment. (Complements Beautification action step)*

   Status: As mentioned, a similar initiative has been tried in the past but lacked support from the local banks. As an alternative the city has placed information on its website covering a myriad of loans and grants available through the state and local government. This topic is also covered in the one-day classes offered periodically here in the city.

5. *Explore/expand City of Harrisonville / Cass County partnerships on existing or new, economic development initiatives, new regional service provider solutions (i.e. Waste to Energy Strategy, Quarry, Landfill,) and work towards strategic alliances on future projects.*

   Status: Our new Economic Development Manger works with the Cass County Economic Development Coordinator on a regular basis. This relationship is proving to be very productive for the City.

6. *Improve and expand existing road network*

   Status: In the last five years, The City has seen more than 50% of our city streets resurfaced or otherwise upgraded. The bridge on North Independence was replaced in the spring of 2014. Reconstruction of Mechanic from Independence to Price will occur in 2015.

   Construction will begin the summer of 2014 on a new diverging diamond interchange at 71/291, a joint project with one of the local TDD's. The second phase of this project will expand 291 to five lanes north to the corporate limits in 2017.

   A TDD also exists for funding a new Hospital Interchange north of Harrisonville.

   Permanent signals along with sidewalk improvements were completed at Mechanic and Elm in 2011.

   Pearl Street was reconstructed in 2011, including new sidewalks and utilities.

   A street improvement master plan was developed in 2011. A sales tax vs. property tax funding question was included in the Citizen Satisfaction Survey, with a sales tax being preferred. A transportation sales tax question that would have funded $1 million in street improvements for a 10 year period was not supported by voters in the April 2014 election.

   The City received a $120,000 grant to replace old street lights with high efficiency street lights in 2011.

7. *Create a sustainable community*

   Objective 1. Review the pending Plan being presented by Gary Lee of Universal Asset Management.

   Status: Harrisonville contracted with Siemens' Corporation to complete an energy audit of the water plant, wastewater plant and community center. We secured funding from Energize Missouri for the improvements and they were completed in 2012.

   The street light improvements, water plant, sewer plant and electric system improvements mentioned in B.2 above all contribute to enhancing sustainability.

   Based on the Cost of Living for a Single Family comparison that was completed by the City in 2013, Harrisonville is one of the five most affordable cities to live in in the KC metro. The total taxes paid by Harrisonville residents are the third lowest in the KC metro where Harrisonville has the lowest Property Tax obligation. Addressing street, sidewalk and storm drainage deficiencies that have existed since the city was developed is not possible with the current revenue stream. Additional taxes would not push the cost of living even above average and should be considered as part of the sustainability question.

Objective 2. Identify funding sources/resources.

Status: With the completion of the single family cost of living comparison the City is now able to determine how our fees and taxes compare to those of our competitors. Harrisonville enjoys among the lowest taxes and has average fees. Combined these two costs yield one of the lowest cost of living for our residents. If maintaining the status quo is the goal then our fee/tax structure is sustainable. If we wish to raise our standards or bring substandard conditions up to current standards then the tax structure in particular is not sufficient. Sales taxes and property taxes are the two funding options that can and should be pursued.

8. *Develop a framework and model to utilize in vetting tax based financing decisions*

Status: The city continues to follow state and local guidelines to evaluate tax based financing decisions. Current state law requires public hearings prior to Board action on tax based financing decisions. Depending upon the type of financing, there may also be additional review and recommendation by citizen committees. In addition, City staffs as well as expert consultants are employed to provide analysis/perspective/opinion/recommendation on financing issues. A framework is in place and utilized to vet the issues.

C. Local Government

1. *Review 4 year terms for aldermen*

Status: The Implementation Committee spent a good portion of 2011 examining and gathering information on the Home Rule/Charter Government issue as one way to correct the unequal staggering of aldermen terms. Because of the group's strong interest in this issue, the Board of Aldermen agreed to place the issue before voters on the April 3, 2012 ballot. The question of establishing a charter commission was soundly defeated. This is an issue that requires a great deal of public education and involvement in order for there to be support. A community wide information campaign must be completed prior to presenting the question to the voters again.

2. *Police Station and City Hall need facility upgrades*

Status: As discussed in item A.3 above the City has completed construction of a 12,600 square foot police facility. In addition, exterior improvements have been completed to City Hall with the final steps planned for the summer of 2014. Interior renovation plans for City Hall were completed in 2013, total cost of the renovations are estimated at $560,000.

3. *Create position of City Engineer to be the department head of Codes and Zoning*

Status: A City Engineer being the department head for Codes and Zoning would be unusual. The City does now have a public works director that has a PE, but continues to rely on outside engineering services as it is not cost or time effective to design projects of any size in house. The Community Development Director is now in charge of planning, building and code enforcement which is common for communities of our size. An Economic Development Manager has also been added to the department and an Assistant Public Works Director position created that assists in this department as well.

4. *Publish permit information packets*

   Status: The permit information packet was updated and is available on the city's website.

5. *Review current and future electric rate structures – Public Works*

   Status: The city reviews electric, sewer and water rates as part of its annual budget process. As previously stated rates were decreased 2.5% on 1/1/11 and no change in those rates occurred for 2012 or 2013. A .5% increase in water and sewer rates occurred in 2014. Power costs went down from 2009 through 2011 returning to 2009 numbers over the period of 2013 to 2013.

6. *Create Citizens Advisory Committee to systematically review property maintenance codes.*

   Status: Though an advisory committee has not been established, the citizens of Harrisonville now have the opportunity to provide their opinion on how well the city is doing at enforcing codes and their impression of the cleanliness and appearance of the city through the biennial citizen satisfaction survey. Per the results of the 2008 survey, the majority of citizens would like the city to improve the appearance of the community and be proactive in enforcing codes that impact the appearance of our town. This remained true in the results of the 2010 survey. The 2010 results show that there has been improvement in 5 of the 7 code enforcement areas with the other two remaining constant. The 2012 results show that satisfaction went down in 6 of the 7 and satisfaction with the appearance of the community also declined. In 2012 we went from proactive to reactive code enforcement and eliminated the full time code enforcement position and the Director of Codes Administration position.

   During the past three years the City has modified development and building codes to address a variety of concerns brought to the City. We will continue to amend regulations in partnership with our residents and businesses where those changes have merit and serve the betterment of our community.

7. *Review staffing needs of Harrisonville Police Department*

   Status: The Harrisonville Police Department continues to operate with 4 additional police officers following the 1/8th of a cent public safety sales tax being passed by voters in 2009. In 2014 overtime was expanded to enhance drug enforcement efforts.

8. *Develop alternative plans for more cost efficient upgrades to sewer department*

   Status: Major upgrades at the WWTP were completed in 2012. An energy audit completed by Siemens identified further ways to operate at peak efficiency. The city obtained $225,000 in grant funding through Energize Missouri to make these enhancements. The installation of a SCADA system as part of the plant upgrades has allowed for more efficient operation and more timely maintenance at the plant.

9. *Designate major road improvement areas*

   Status: As mentioned earlier, a street improvement master plan was developed in 2011, funding for this improvement plan was presented to voters in April of 2014, and was defeated 2 to 1. In addition the city has three TDDs which have or will provide for road improvements at South Commercial and Hwy 71, Commercial and Hwy 7, a new 71 Hwy interchange north of the hospital and a new diverging diamond interchange at 291/71 along with widening to 291.

Mechanic Street has been restriped from Commercial east to Price providing for a three lane configuration. $2.5 million in state funding has been awarded to widen and curb Mechanic from Independence to Price in 2015.

10. *Develop a self-sufficient water supply, based upon reality of growth for 5, 10 and 20 years, identifying the capacity our current lakes can provide, and investigating alternative sources, including purchase from area water districts.*

<u>Objective</u> 1. It is recommended that Harrisonville stop all actions that commit to the expenditure of funds associated with the strategy to install a new water supply line from the City of Kansas City, Mo.

<u>Status:</u> As mentioned above the City has completed a facility improvement plan for the existing water treatment plant. 5 million gallons per day of water from Kansas City is available. Sale of that capacity is being pursued with Lee's Summit. The city has executed an emergency water purchased agreement with Water District 9 and District 4. These agreements provide drought and short term water source coverage to each agency at little cost.

<u>Objective</u> 2. It is recommended that a study be completed to determine true capacity of our raw water sources and develop recommendations on strategies to increase capacities.

<u>Status:</u> The capacity of our raw water source has been assessed and it meets the projected needs of all areas under the jurisdiction of the City to serve at build out (2.8 mgd). The emergency water purchase agreements provide further protection to these numbers/projections.