



AMENDED AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 7, 2016
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 - Special Meeting - Feb 16, 2016 6:00 PM**
 - B. Board of Aldermen - Regular Meeting - Feb 22, 2016 7:00 PM**
- 6. Agenda Items**
 - A. Public Hearing for a Special Use Permit Application of Robert & Danielle Welch for the establishment of a business that would sell retail items (landscaping, erosion control, tools) as well as provide a location for an erosion control contractor, at 3003 Cantrell Road**
 - B. Council Bill 018: An Ordinance Granting a Special Use Permit to Robert & Danielle Welch for the purpose of establishing a business that would sell retail items as well as provide an area for a contracting business located at 3003 Cantrell Road, Harrisonville, Missouri.**
 - C. Council Bill 019: Preliminary Plat of Debra Shantz Hart of Housing Plus, LLC, for Harrisonville Villas, Lot 1, located West of Jefferson Parkway and North of the Community Center, Harrisonville, Missouri**

- D. Council Bill 020: A RESOLUTION TO SHOW THE SUPPORT OF THE BOARD OF ALDERMEN FOR AN APPLICATION OF GRANT FUNDS FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAY SAFETY STEP (SPECIAL TRAFFIC ENFORCEMENT PROGRAM) PROGRAM; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID APPLICATIONS FOR GRANT FUNDS**
 - E. Council Bill 021: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH GOLDEN VALLEY TRACTOR FOR THE PURCHASE OF ONE (1) 72-INCH, MID-MOUNT FINISH MOWER IN AN AMOUNT NOT TO EXCEED \$20,330**
 - F. Council Bill 022: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DESIGN/BUILD CONTRACT WITH CAS/BURNS AND McDONNELL TO MAKE REPAIRS TO THE DIGESTER BASIN FLOOR AT THE WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED \$845,450.**
 - G. Council Bill 023: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460, BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES.**
 - H. Council Bill 024: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE CHAPTER 700, SECTION 400.480 BY ESTABLISHING NEW RATES FOR SEWER SERVICES.**
 - I. Council Bill 025: AN ORDINANCE OF THE CITY OF HARRISONVILLE ESTABLISHING A NEW RATE FOR RESIDENTIAL SOLID WASTE COLLECTION.**
 - J. Council Bill 026: AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.**
- 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 3rd day of March

Kim Hubbard, City Clerk

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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
SPECIAL MEETING
CITY HALL
FEBRUARY 16, 2016
6:00 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	Absent	
Josh Stafford	Board Member	Present	
David Dickerson	Board Member	Present	
Ivan Stull	Board Member	Present	6:02 PM
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	6:12 PM
Brian Hasek	Mayor	Present	

Others in attendance: Interim City Administrator Mike Tholen, Finance Director Marcella McCoy, Public Information Officer Sheryl Stanley, Community Development Director Rick DeLuca, Assistant Public Works Director Eric Patterson and City Clerk Kim Hubbard.

3. **Agenda Items**
 - A. **An ordinance to ESTABLISH A MORATORIUM ON THE COLLECTION OF CAPACITY INVESTMENT RECOVERY FEES ESTABLISHED IN ORDINANCE 3132**

John Foster, 2619 Duncan Circle, addressed the Board regarding the moratorium that was put into place four (4) years ago, waiving 25 building permits and that eighteen (18) have been used.

Mayor Hasek read Council Bill 017 by title only. Mr. Tholen reported that the Board had discussed this item a few weeks ago and that staff was asked to present a defined area of the square that would be eligible to receive the incentive, there was discussion whether the capacity recovery fee should be discounted or no charge at all and whether there should be an end date which would provide some incentive to develop the square. There was also discussion whether there should be a time limit on the moratorium and it

was discussed that vacant lots within the defined perimeter would be included in the moratorium.

Mike Freeland, 1226 E 25th Street South, Independence, MO shared the timeline that he has encountered in getting his business on the square going and thinks that a timeline of less than five (5) years wouldn't work.

It was also noted that the timeline on the moratorium can be extended.

Alderman Dickerson made the motion to amend Council Bill 017 by deleting time period ending December 31, 2017 and move Council Bill 017 to its second reading. Alderman Coburn seconded the motion and it was approved by the following roll call vote:

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

Nays: None

Absent: Alderman Long

Abstain: None

Mayor Hasek read Council Bill 017 for a second time as amended. Council Bill 017 became Ordinance 3352.

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

4. Adjourn From Special Session

Alderman Coburn moved to adjourn from the meeting. Alderman Dickerson seconded and it was approved by a voice vote. The meeting adjourned at 6:40 PM.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Feb 16, 2016 6:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 22, 2016
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: Interim City Administrator Mike Tholen, City Attorney Steve Mauer, Finance Director Marcella McCoy, Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Street Department Supervisor Rodney Jacobs, Public Works Director Jerry Gibbs and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**

- A. **FFA Week 2016**

Mayor Hasek read proclamation recognizing FFA Week, the following FFA members were present: Ty Cook, Abby Kirk, Mikaila Livingston, Nick McCleave, Issac Schrock, Jared Ford, Alexis Taylor, Zach Bolinger and Tiffany Hartzler.

- B. **Badge #255 Retirement**

Police Chief Hofer conducted the ceremony retiring badge number 255 of Officer Sumner. Chief Hofer recognized Officer Sumner's family which was in attendance.

4. **Public Participation**

Martin Cooper, 28505 E 275th Street, Harrisonville, voiced his concerns of panhandlers in Harrisonville.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Feb 1, 2016 7:00 PM

Minutes were approved.

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

B. Board of Aldermen - Special Meeting - Feb 10, 2016 6:00 PM

Minutes were approved.

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

6. Agenda Items

A. AN ORDINANCE TO AMEND CHAPTER 700, SECTIONS 700.230 OF THE UTILITIES ORDINANCE REGARDING THE USE OF WELL WATER IN THE CITY OF HARRISONVILLE, MISSOURI.

City Attorney Mauer read Council Bill 016 for it's second reading by title only. Director DeLuca reviewed that the amendment adds an exemption for water production. Mr. DeLuca reported that during discussions, Water District #9 did not have any issues with this amendment of allowing well water to be used in production. There was discussion that this amendment is for industrial purposes. A request was made to have a memorandum of understanding from all water districts and it was noted that even if business is inside city limits but not serviced by the city for water the industry would still need to meet the requirements of the water district providing service.

Council Bill 016 became Ordinance 3353.

RESULT:	ADOPTED [5 TO 3]
AYES:	Bowman, Stafford, Stull, Milner, Dahlman
NAYS:	Clint Long, David Dickerson, Morris Coburn

B. DIGESTER FINDINGS & RECOMMENDATIONS

Director Gibbs reviewed the findings of the digester floor and the estimated repair cost is \$877,000. Mr. Gibbs explained he will be reviewing the cost detail to determine if there is any risk the city can take in the repairing of the digester to decrease the city's cost and will be looking at finance options. Mr. Gibbs reported that MPUA has a ten (10) year financing program that charges 4% interest. Mr. Gibbs stated he would bring his findings back to the board at their next meeting

Minutes Acceptance: Minutes of Feb 22, 2016 7:00 PM (Approval of Minutes)

7. Aldermen and Committee Reports

Alderman Bowman thanked the staff for their work on the SRF funding and to Mr. DeLuca for updating her and Alderman Dahlman on economic development projects. Mr. Tholen reported he had contacted Mr. Lauber regarding the 353 for Harrisonville Senior Living Development.

Alderman Dahlman said she enjoyed the ceremony for Officer Sumner.

Alderman Corburn shared his surprise at learning about some homeless people behind the pawn shop on Commercial Street and he requested that a breakdown of the utility expense and revenue and it's allocation be shared with the public.

Alderman Milner asked Aldermen Dickerson, Coburn and Long why they voted no on Council Bill 016. Alderman Coburn stated he thought it was unfair by not having something in writing from the water districts, Alderman Dickerson shared that he thought the city was giving permission for an industry to use a well when they were being serviced by another entity and that sewer charges would be able to be circumvented.

Alderman Long referenced a deal done around 1973 regarding drilling of wells and the lines that needed to be ran. Alderman Coburn stated we don't allow RV owners to take waste to the WWTP any longer.

Alderman Dickerson said he had enjoyed the ceremony for Officer Sumner and noted that Officer Sumner's dad and his dad worked together.

Alderman Long stated he had enjoyed the ceremony for Officer Sumner as well.

Alderman Stull stated his commented on Officer Sumner teaching self defense.

Alderman Stafford asked for an update on the Mechanic Street Project. Mr. Gibbs reported the project had been awarded to Miles Construction and that work should begin in about five (5) days and there is no timeline right now.

8. Report from the City Administrator

Mr. Tholen commented on the filter at the Waste Water Treatment Plant, that he was impressed with the badge ceremony, recognized that City Attorney Mauer has been representing the City for 20 years and noted staff was working on budget re-appropriations.

9. Report from the Mayor

Mayor Hasek stated he hoped everyone has been enjoying the nice weather and that he enjoyed the ceremony for Officer Sumner. Mayor Hasek extended his appreciation to Chief Hofer for answering his questions in a timely manner and noted that he knows we have work on the WTP and we will get it right and will keep moving forward.

10. Questions from the Media

None.

11. Adjourn From Regular Session

Alderman Coburn moved to adjourn the meeting. Alderman Milner seconded and it was approved by a voice vote. The meeting adjourned at 8:01pm.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Feb 22, 2016 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: March 1, 2016
SUBJECT: Public Hearing for a Special Use Permit Application of Robert & Danielle Welch

Type of Item: *Public Hearing*

Issue: Approval of Special Use Permit

Background:

Request: Approval of a special use permit for the establishment of a business that would sell retail items (landscaping, erosion control, tools) as well as provide a location for an erosion control contractor.

Location: 3003 Cantrell Road

Applicant: Robert & Danielle Welch

Owner: Community Bank of Raymore

Existing Zoning: "C-2" Service Business District

Adjacent Zoning: North: I-49 ROW
"C-2" Service Business District
South: "C-2" Service Business District
Unincorporated
West: Unincorporated
East: "C-2" Service Business District

The applicants are requesting to operate a retail business (which would include no less than 1,500 square feet of floor area) with an erosion control contractors business. The retail business would sell a variety of items for erosion control, landscaping items and tools. The remaining area within the structure would be used for office space (to be shared by the retail portion of the business and contracting office) and the erosion control contracting business. The storage of equipment and materials would be located behind the existing structure.

The reason for the special use permit is that this request would be for a mixed use. Typically, a contractor is located in an industrial area. The subject property is zoned “C-2” Service Business District. The City of Harrisonville does not have a zoning district that allows for a mix of industrial and commercial uses.

CONDITIONS TO BE INCORPORATED INTO THE SPECIAL USE PERMIT:

The Use

This SUP authorizes the operation of a retail business which would include no less than 1,500 square feet of floor area. The retail business would sell a variety of items for erosion control, landscaping items and tools. The remaining area within the structure would be used for office space (to be shared by the retail portion of the business and contracting office) and the erosion control contracting business. The storage of equipment and materials would be located behind the existing structure.

Driveway & Parking Areas

The driveway and parking area must be paved to meet or exceed city standards.

Storage Yard

The storage yard may remain gravel. The storage yard must be screened from view.

Ownership

The special use permit is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Expansion of Facilities

Expansion of the building will be allowed. However, any expansion beyond 2, 500 square feet will require an amendment to the special use permit.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from adjacent properties and roadways.

Time Limit

Time Limit = 15 years (*Applicant may reapply for renewal of SUP after expiration*)

Options:

The City may:

- Approve the special use permit with the conditions as presented.
- Modify the conditions outlined in the special use permit and then approve the permit.
- Deny the request for special use permit.

Recommendations:

Planning and Zoning Commission: (February 18, 2016)

Approval, contingent upon meeting the above listed conditions.

Staff Recommendation:

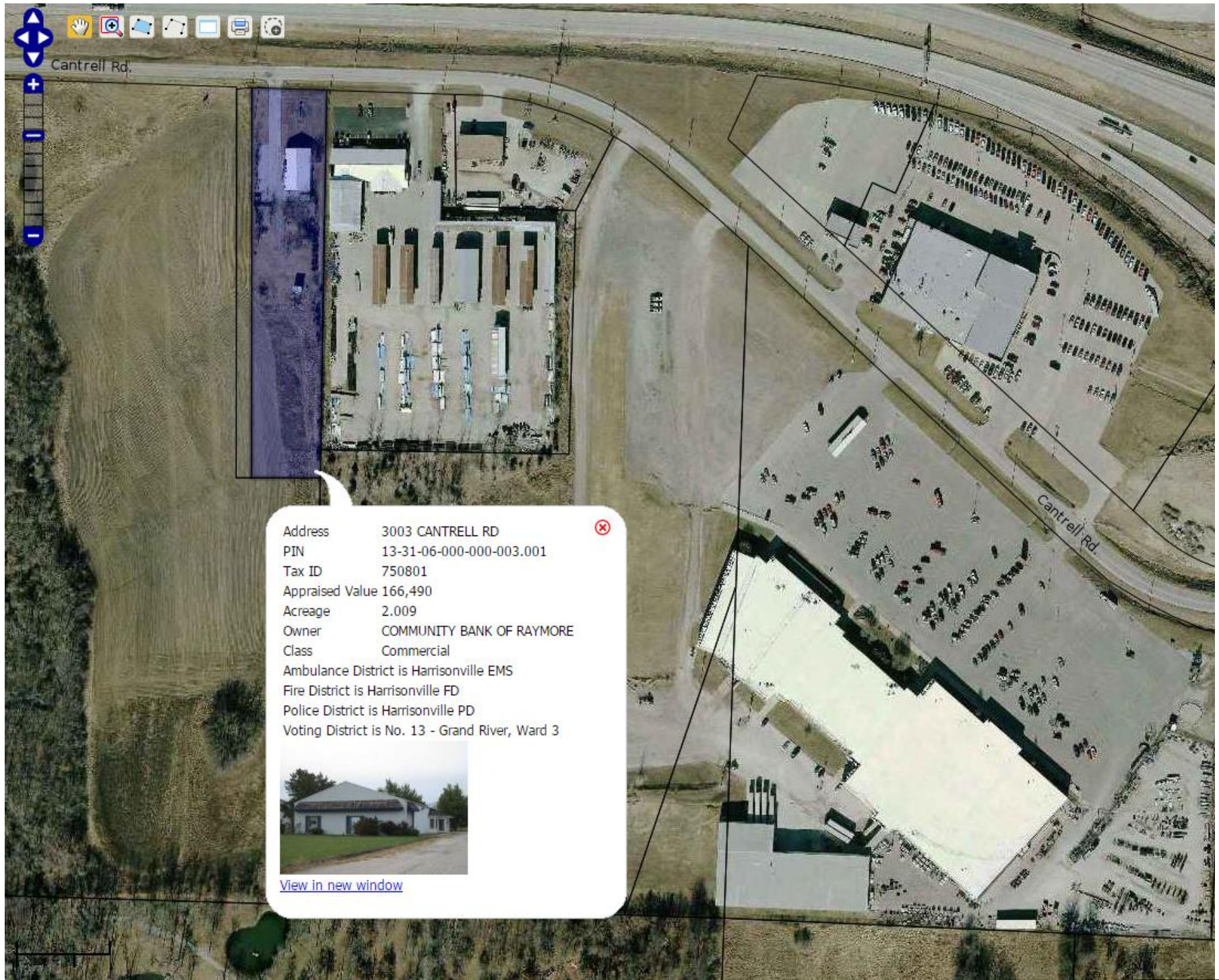
Approval, contingent upon meeting the above listed conditions.

A. Discussion Item (ID # 2132)

Public Hearing for a Special Use Permit Application of Robert & Danielle Welch for the establishment of a business that would sell retail items (landscaping, erosion control, tools) as well as provide a location for an erosion control contractor, at 3003 Cantrell Road

Attachments:

Welch SUP Attachments - BOA 3-7-16 (PDF)



FEE: \$50
 REC'D BY: RS
 (STAFF USE ONLY)

**APPLICATION
 FOR
 SPECIAL USE PERMIT
 CITY OF HARRISONVILLE**
 PLEASE PRINT

CASE NO.: SUP- 1601
 PC DATE: 2/18/16
 (STAFF USE ONLY)

REQUESTED SPECIAL USE PERMIT FOR: Welch Silt Fence + Erosion Control, LLC
 GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: 3003 Cantrell Road
Harrisonville, MO 64701
 LEGAL DESCRIPTION: See Attached
 ACRES/SQ. FT.: 2.33 / 3520
 CURRENT ZONING ON PROPERTY: C-2 CURRENT LAND USE: Vacant

PROPERTY OWNER'S NAME(S): Community Bank of Raymore PHONE: 816-322-2100
 COMPANY: _____ FAX: _____
 MAILING ADDRESS: 801 W. Foxwood Dr. Raymore MO 64083
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: _____

APPLICANT/AGENT'S NAME(S): Robert J. & Danielle Welch PHONE: 816-695-3270
 COMPANY: _____ FAX: 816-779-4800
 MAILING ADDRESS: 24406 S. Persimmon Lane Peculiar MO 64078
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: welchsiltfence@fairpoint.net

ENGINEER/ARCHITECT'S NAME(S): _____ PHONE: _____
 COMPANY: _____ FAX: _____
 MAILING ADDRESS: _____
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: _____

NOTE: *It is recommended that the applicant schedule a meeting with city staff prior to the submission of an application. An application will not be considered complete until all required material has been submitted. The Planning and Zoning Commission meeting will not be scheduled until the application is complete. It is the applicant's responsibility to obtain a copy of the agenda, staff report and staff recommendation prior to the scheduled meeting. It is the applicant's responsibility to be familiar with the applicable city land use ordinances and requirements prior to the submission of the application. See attached material for examples and instructions.*

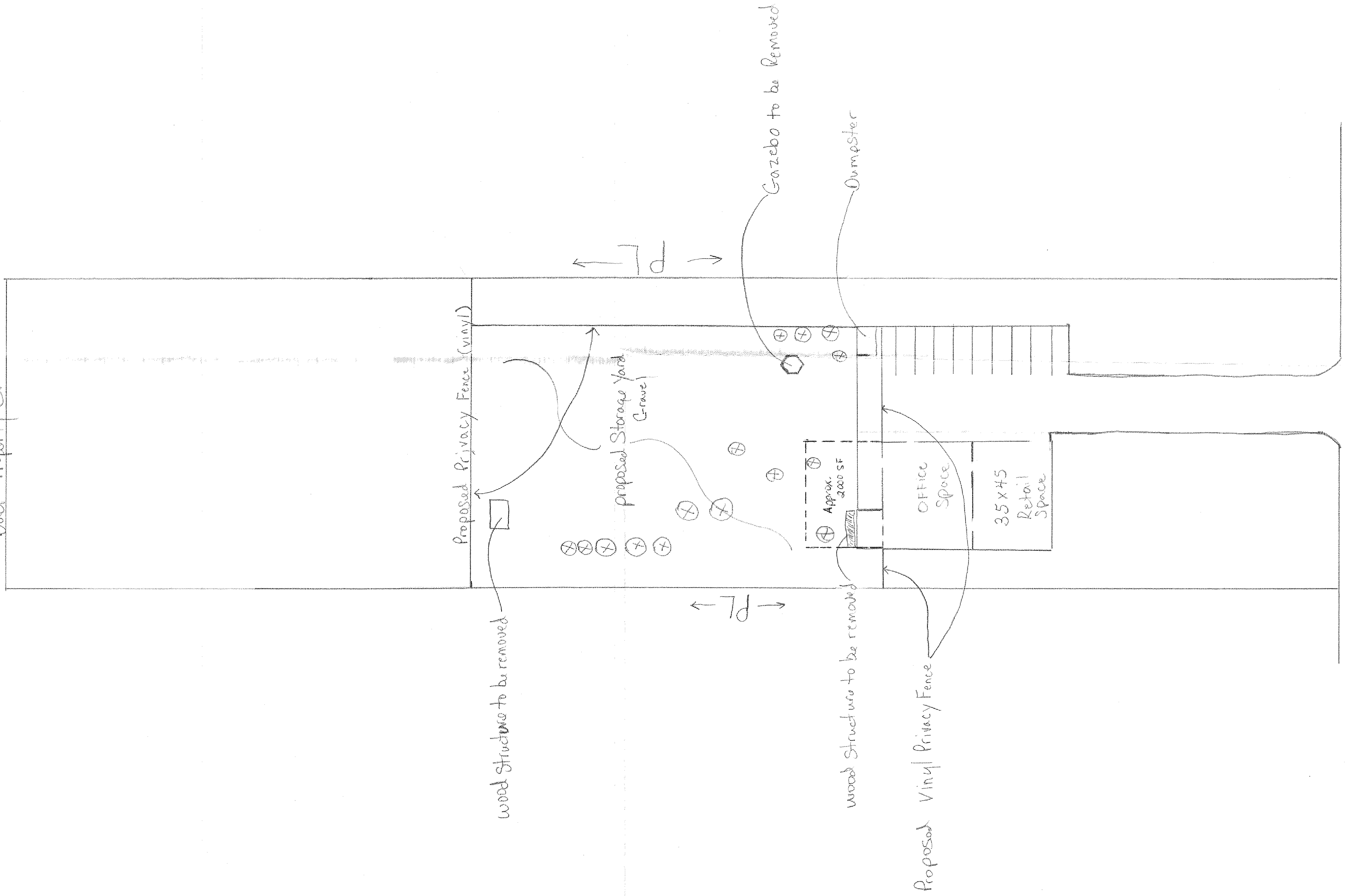
SIGNATURE OF OWNER OR AGENT: [Signature]
 NOTE: IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION

Rec'd CK# 2311
 1/21/16

LEGAL DESCRIPTION
3003 Cantrell Road

A tract of land described in Book 3781, at page 421, in the Office of the Recorder of Deeds in Cass County, Missouri, in part of Lot 6 of the NE quarter of fractional Section 6, Township 44, Range 31, in Cass County, Missouri, more particularly described as follows: from the SE corner of Lot 6 of the NE quarter of fractional Section 6, aforesaid, run thence S 89 degrees, 29' 15" W along the south line thereof, 718.47 feet; thence N 01 degrees 32' 30" W, 700.00 feet to a point on the south ROW line of Cantrell Road, as now located, thence N 89 degrees 47' 30" E along said ROW line 145.00 feet; thence S 01 degrees 32'30" E, 700.00 feet to the true point of beginning. Contains 2.33 acres, more or less, subject to any existing easements, or right of ways.

Back Property Line

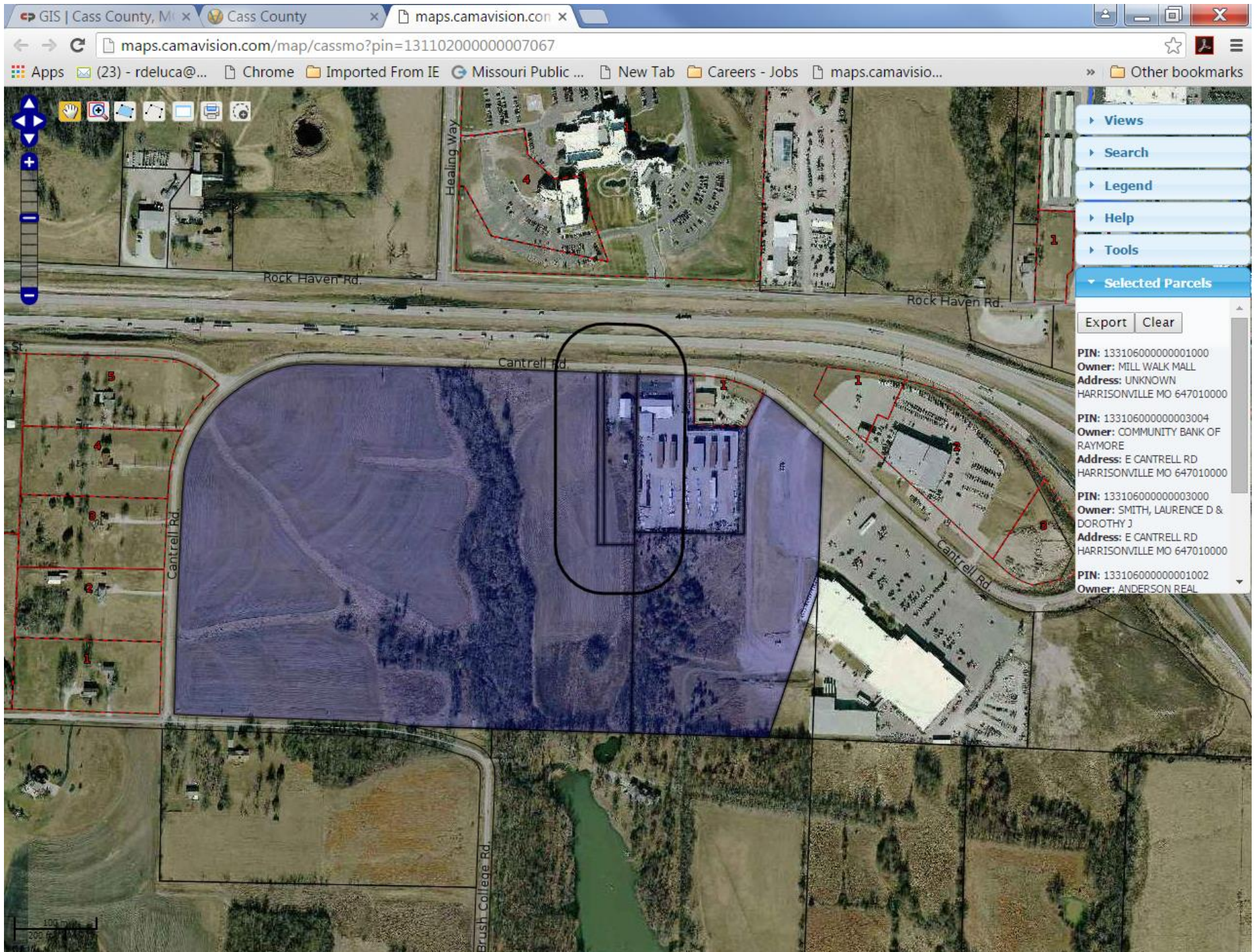


1"=35'

⊗ Tree to remove

--- Proposed Future Shop

± PL → Property Line



Surrounding Property Owners

Laurence & Dorothy Smith
905 N. Commercial Street
Harrisonville, MO 64701

Mill Walk Mall
2601 Cantrell Road
Harrisonville, MO 64701

Anderson Real Property Group
18202 S. 4160 Road
Claremore, OK 74017



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: March 1, 2016
SUBJECT: An Ordinance Granting a Special Use Permit to Robert & Danielle Welch

Type of Item: *Approval*

Council Bill No. 018**Ordinance No.**

An Ordinance Granting a Special Use Permit to Robert & Danielle Welch for the purpose of establishing a business that would sell retail items as well as provide an area for a contracting business located at 3003 Cantrell Road, Harrisonville, Missouri.

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF ESTABLISHING A BUSINESS THAT WOULD SELL RETAIL ITEMS AS WELL AS PROVIDE AN AREA FOR A CONTRACTING BUSINESS LOCATED IN HARRISONVILLE, CASS COUNTY, MISSOURI.

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo (1986) and the Harrisonville City Code, with said hearing being held February 18, 2016, the Commission has submitted its recommendation of approval contingent upon meeting the conditions as outlined in this Special Use Permit to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on March 7, 2016; and

WHEREAS, the legal description of the property is as follows:

A tract of land described in Book 3781, at page 421, in the Office of the Recorder of Deeds in Cass County, Missouri, in part of Lot 6 of the NE quarter of fractional Section 6, Township 44, Range 31, in Cass County, Missouri, more particularly described as follows: from the SE corner of Lot 6 of the NE quarter of fractional Section 6, aforesaid, run thence S 89 degrees, 29' 15" W along the south line thereof, 718.47 feet; thence N 01 degrees 32' 30" W, 700.00 feet to a point on the south ROW line of Cantrell Road, as now located, thence N 89 degrees 47' 30" E along said ROW line 145.00 feet; thence S 01 degrees 32' 30" E, 700.00 feet to the true point of beginning. Contains 2.33 acres, more or less, subject to any existing easements, or right of ways.

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

Section 1. A special use permit for the purpose of establishing a retail business as well as an erosion control contractors business to be located at 3003 Cantrell Road, contingent upon the following:

The Use

This SUP authorizes the operation of a retail business which would include no less than 1,500 square feet of floor area. The retail business would sell a variety of items for erosion control, landscaping items and

tools. The remaining area within the structure would be used for office space (to be shared by the retail portion of the business and contracting office) and the erosion control contracting business. The storage of equipment and materials would be located behind the existing structure.

Driveway & Parking Areas

The driveway and parking area must be paved to meet or exceed city standards.

Storage Yard

The storage yard may remain gravel. The storage yard must be screened from view.

Ownership

The special use permit is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Expansion of Facilities

Expansion of the building will be allowed. However, any expansion beyond 2, 500 square feet will require an amendment to the special use permit.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from adjacent properties and roadways.

Time Limit

Time Limit = 15 years (*Applicant may reapply for renewal of SUP after expiration*)

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ ONE TIME BY TITLE ONLY ON MARCH 7, 2016. READ FOR A SECOND TIME BY TITLE ONLY ON MARCH 7, 2016 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 7TH DAY OF MARCH, 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 7th day of March 2016.



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: March 1, 2016
SUBJECT: Preliminary Plat of Debra Shantz Hart of Housing Plus, LLC

Type of Item: *Approval*

Issue:

The Applicant has requested approval of a preliminary plat.

Background:

Location: West of Jefferson Parkway - north of the
Community Center.

Applicant: Debra Shantz Hart, Housing Plus, LLC

Owner: James Welborn

Existing Zoning: “R-3” Cluster or Garden Apartment District
Note: The “R-3” designation is a planned district.

Adjacent Zoning: North: “R-1” Single Family Residential
South: Harrisonville Community Center
East: “R-1” Single Family Residential District
“A” Agriculture District
West: “R-1” Single Family Residential District

Acres: 10 Acres

Lots: 1

The “R-3” District is a planned district that allows for innovative house techniques such as patio houses, zero lot line homes and mixed housing developments. The applicant is proposing 48 4-plex units. The structures would all be located on the same property. The property must be platted prior to development. A site development plan has been included with your information. Construction plans will be necessary for the infrastructure improvements as required by the City code.

Infrastructure:

The following is a general outline of infrastructure that will be needed for the project.

Roadways: The road, Timber Drive, would be a collector street. This roadway is shown in the Comprehensive Plan and would be developed through the Welborn property and connect to Timber Drive at State Route 291 as development occurs. Given its collector status, Staff recommends that the City restrict parking along Timber Drive. Approximately 484 feet of roadway will be developed with this project. (NOTE: The access road is NOT a public roadway. The housing units will be addressed off of Timber Drive.)

Sidewalks: Sidewalks will be required along both sides of Timber Drive.

Storm Water: A storm water management plan will be required. Fee-in-lieu of detention *may* be an option at this site.

Water: A public water line must be extended along Timber Drive to serve the development as required by City Code. The development of water lines within the site will also be necessary.

Fire Code Requirements: Fire flows must meet or exceed the standards as outlined in the Fire Code. Fire hydrants will be required every 400 feet along Timber Drive. Additional hydrants on site will be required.

Sanitary Sewer: A sanitary sewer main extension will be required to serve the proposed development. Approximately 1,300 feet of sanitary sewer main will be necessary for this project.

Power Lines: All utility lines (power lines) must be placed underground as required by City Code.

Options:

The City may:

- Approve the preliminary plat.
- Conditionally approve the preliminary plat.
- Deny the preliminary plat.

Planning & Zoning Commission Recommendation: (February 18, 2016)

Approval contingent upon compliance with the improvements and standards as outlined in Harrisonville's land use and development regulations.

Staff Recommendation:

Approval contingent upon compliance with the improvements and standards as outlined in Harrisonville's land use and development regulations.

Council Bill No. 019

Resolution No.

Preliminary Plat of Debra Shantz Hart of Housing Plus, LLC, for Harrisonville Villas, Lot 1, located West of Jefferson Parkway and North of the Community Center, Harrisonville, Missouri

A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN APPROVING THE PRELIMINARY PLAT FOR HARRISONVILLE VILLAS LOCATED IN SECTION 33, TOWNSHIP 45, RANGE 31, HARRISONVILLE, CASS COUNTY, MISSOURI.

WHEREAS, the above preliminary plat is located within the city limits of Harrisonville, Missouri, located in the Section 33, Township 45, Range 31; and,

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

WHEREAS, the Planning and Zoning Commission reviewed the preliminary plat for the above proposed development on February 18, 2016 and hereby recommends approval to the Board of Aldermen; and,

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

WHEREAS, the legal description of the property is as follows:

A tract of land located in the East half of Section 33, Township 45 North, Range 31 West, Cass County, Missouri, and being part of the tract described by the Deed recorded in Book 3838, Page 758 and being more particularly described as follows:

Beginning on the East line of said Section 33, at the Northeast corner of the Final Plat of Community Center, recorded in Plat Book 17, Page 61; thence from the Point of Beginning and with the North line of said Plat, N 87°21'30"W, 484.00 feet; thence leaving said North line N 2°01'25"E, 900.00 feet; thence S 87°21'30"E, 484.00 feet to the East line of said Section 33; thence with the East line of said Section, S 2°01'25"W, 900.00 feet to the Point of Beginning and containing 10.00 acres.

NOW THERE, BE IT RESOLVED BY THE HARRISONVILLE BOARD OF ALDERMEN that the preliminary plat for Harrisonville Villa's is hereby accepted by the City of Harrisonville.

Passed and approved on this 7th day of March 2016, and approved by the Board of Aldermen and the Mayor of the City of Harrisonville, Missouri this 7th day of March 2016.

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

ATTEST:

Kim Hubbard, City Clerk

SET MY HAND AND SEAL this 7th day of March, 2016.



Harrisonville Villa's – Project Location

RECEIVED

JAN 2 / 2016

CITY OF HARRISONVILLE

SITE PLAN FOR HARRISONVILLE VILLAS

HARRISONVILLE, CASS COUNTY, MISSOURI

DEVELOPER:
HOUSING PLUS L.L.C.
SPRINGFIELD, MO 65804
Ph.# (417)689-3763

HARRISONVILLE SR VILLAS
HARRISONVILLE, CASS COUNTY, MISSOURI

Quist Engineering, Inc.
Civil Engineering for Residential &
Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: wquist@quistengineering.com

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1st ISSUE

REVISIONS

SHEET NO.
C2.0

JOB NO.
3159

NOTES

1. ALL WATER LINES ON LOT 1 OF HARRISONVILLE VILLAS WILL BE PRIVATE WITH TWO METERS.
2. ALL SANITARY SEWER MAINS WILL BE PUBLIC WITH DEDICATED EASEMENTS TO THE CITY.
3. ALL PRIVATE SANITARY SEWER LATERAL CONNECTIONS PER BUILDING AND NOT PER UNIT.
4. ALL ROADS WITHIN LOT 1 WILL BE BUILT TO CITY STANDARDS.
5. ALL STORM CONVEYANCE SYSTEMS ON LOT 1 WILL BE PRIVATE.
6. ALL UTILITIES BUILT WITHIN THE DEDICATED ROW WILL BE PUBLIC AND DEDICATED TO THE CITY.

PLAN NOTES:

1. 3/4" CITY STREET PER CITY STANDARD RE: SEE CITY DETAIL WITH STRAIGHT BACK CURB
2. 2" PRIVATE ROAD PER CITY STANDARD RE: SEE CITY DETAIL WITH ROLL BACK CURB
3. 4" THICK x 5'-0" WIDE CONC. WALK. PROVIDE EQ. SPACED CONTROL JOINTS @ 5'-0" O.C. BETWEEN EXPANSION JOINTS (E.J.) PROVIDE E.J.'S EVERY 50'-0" MAX., UNLESS DIMENSIONED OTHERWISE.
4. ACCESSIBILITY RAMP RE: SEE SHEET C210
5. PAINT ACCESSIBLE PARKING SYMBOLS ACCORDING TO APWA PAVEMENT MARKING STANDARDS. RE: SEE SHEET C210
6. INSTALL ACCESSIBLE PARKING SIGN "TYPE B" RE: SEE SHEET C210
7. STRIPE PAVING WITH 4" WIDE STRIPE & PAINT ACCORDING TO APWA PAVEMENT MARKING STANDARDS.
8. STRAIGHT BACK CURB & GUTTER (DRY) RE: SEE SHEET C210
9. STRAIGHT BACK CURB & GUTTER (WET) RE: SEE SHEET C210
10. LAZY BACK CURB & GUTTER RE: SEE SHEET C210
11. TRASH ENCLOSURE RE: SEE ARCHITECTURAL PLANS
12. SITE MONUMENT SIGN RE: SEE ARCHITECTURAL PLANS
13. CITY ACCESSIBILITY RAMP: SEE CITY DETAILS
14. CITY SIDEWALK: RE: SEE CITY DETAIL
15. CITY CURB: RE: SEE CITY DETAIL
16. MODULAR BLOCK RETAINING WALL RE: SEE SHEET C210
17. GAZEDO RE: SEE ARCHITECTURAL PLANS
18. MAIL BOX: RE: COORDINATE WITH POSTAL SERVICE
19. CURB WALK RE: SEE SHEET C210
20. 4" WALKING TRAIL: MATERIAL?
21. HEAVY CONCRETE RE: SEE SHEET C210
22. LIGHT CONCRETE PAVEMENT: SEE SHEET C210
23. FLAG POLE RE: SEE SHEET C210

GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. PERFORM TEMPORARY EROSION CONTROL MEASURES IN ACCORDANCE WITH ALL STATE & LOCAL REQUIREMENTS. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT IMPROVEMENTS ARE IN PLACE.
3. ALL PARKING STALLS SHALL BE MARKED W/ A 4" WIDE STRIPE. PARKING STRIPES TO BE PAINTED ACCORDING TO SPECIFICATIONS.
4. CONSTRUCT ALL SIDEWALKS WITH 2% MAX. CROSS SLOPE AWAY FROM BUILDING UNLESS OTHERWISE SHOWN ON PLANS.
5. PLACE EXPANSION JOINTS, IN SIDEWALKS AT 50' MAX. SPACING, AT ALL DIRECTION CHANGES AND WHEN ADJACENT TO BUILDINGS.
6. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
7. LAYOUT ALL SIDEWALKS AND PAVEMENT APPROX. TO LINES SHOWN. FINAL APPROVAL BY ARCHITECT PRIOR TO COMMENCEMENT OF SIDEWALK CONSTRUCTION OPERATIONS.

PROJECT CONTACTS: ROBERT WALQUIST, P.E.
812 NE COLUMBUS ST
LEE'S SUMMIT, MISSOURI 64063
Phone: (816) 550-5675

SITE PLAN

TRACT A
9,246 sq. ft.
0.21 acres

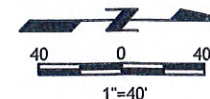
LOT 1
363,370 sq. ft.
8.34 acres

SYMBOL LEGEND

PROPOSED	EXISTING
NH ●	NH ○
CB ●	CB ○
JB ●	JB ○
FI ●	FI ○
FE: A	FE: A
FD ●	FD ○
WV ●	WV ○
WM ●	WM ○
ST ●	ST ○
UT ●	UT ○
GW ●	GW ○
ET ●	ET ○
TP ●	TP ○
CP ●	CP ○
CO ●	CO ○
EO ●	EO ○

LINE LEGEND

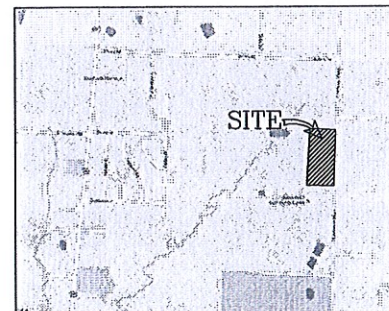
PROPOSED	EXISTING
Storm Line	Storm Line
Sanitary Line	Sanitary Line
Water Line	Water Line
Building Line	Building Line
Easement Line	Easement Line
4' Sidewalk	4' Sidewalk
2' Curb	2' Curb
Contour	Contour
Tree Line	Tree Line
Fence Line	Fence Line
Gas Line	Gas Line
Overhead Telephone Line	Overhead Telephone Line
Underground Telephone Line	Underground Telephone Line
Overhead Electrical Line	Overhead Electrical Line
Underground Electrical Line	Underground Electrical Line



DEVELOPMENT INFORMATION
A. TOTAL LAND AREA = 10.00ac
B. TOTAL DEDICATED ROW = 1.45ac
C. TOTAL AREA TRACT A = 0.21ac
D. TOTAL LAND AREA LOT 1 = 8.34 ac
E. TOTAL NUMBER OF UNITS = 48units
F. TOTAL UNITS PER ACRE = 4.8 units/acre

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 31 9751, CASS COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 3838, PAGE 258 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING ON THE EAST LINE OF SAID SECTION 33, AT THE NORTHEAST CORNER OF THE FINAL PLAT OF COMMUNITY CENTER, RECORDED IN PLAT BOOK 17, PAGE 6, THENCE FROM THE POINT OF BEGINNING AND WITH THE NORTH LINE OF SAID PLAT, N 87° 21' 30" W, 484.00 FEET, THENCE LEAVING SAID NORTH LINE N 2° 01' 23" E, 900.00 FEET, THENCE S 87° 21' 30" E, 181.00 FEET TO THE EAST LINE OF SAID SECTION 33; THENCE WITH THE EAST LINE OF SAID SECTION, S 2° 01' 23" W, 900.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES.



LOCATION MAP

FEE: \$105.00

REC'D BY: _____

(STAFF USE ONLY)

**APPLICATION
FOR
PLATS
CITY OF HARRISONVILLE**
PLEASE PRINT

CASE NO.: PP-1602

PC DATE: 2-18-16
(STAFF USE ONLY)PLEASE ☒ APPLICABLE☒ PRELIMINARY☐ FINAL☐ SMALL SUBDIVISIONNAME OF PROPOSED SUBDIVISION: Harrisonville Villas, LPLOCATION OR ADDRESS OF SUBJECT PROPERTY: 2432-2530 S Jefferson ParkwayLEGAL DESCRIPTION: AttachedZONING ON SUBJECT PROPERTY: R-3 CURRENT LAND USE: Vacant LandTOTAL ACREAGE: 10 Acres NUMBER OF LOTS: 1DEVELOPER'S NAME(S): Becky Selle, Debra HartPHONE: 417-887-6682COMPANY: Housing Plus, LLCFAX: 417-887-6692MAILING ADDRESS: 1525 E Republic Rd., Springfield,

MO 65804

STREET

CITY

STATE

ZIP

PROPERTY OWNER'S NAME(S) Jim D & Carol S WelbornPHONE: 816-619-4633COMPANY: Welborn Family TrustFAX: 816-657-2038MAILING ADDRESS: P.O. Box 234DrexelMissouri64742

STREET

CITY

STATE

ZIP

ENGINEER'S NAME(S): Robert WalquistPHONE: 816-550-5675COMPANY: Quist Engineering, Inc.FAX: NoneMAILING ADDRESS: 821 NE Columbus St. Lee's Summit, Missouri84063

STREET

CITY

STATE

ZIP

NOTES:

- SEE ATTACHED "GUIDE TO PLATTING" FOR INFORMATION REGARDING HARRISONVILLE'S PLATTING PROCESS.
- TEN (10) COPIES OF THE PROPOSED PLAT MUST ACCOMPANY THIS APPLICATION FOR STAFF REVIEW.
- AFTER STAFF REVIEW, FIVE (5) REVISED PLATS WILL BE REQUIRED INCLUDING A REVISED 8 1/2" X 11" COPY.
- IT IS RECOMMENDED THAT THE APPLICANT OBTAIN A COPY OF THE STAFF REPORT PRIOR TO THE PLANNING AND ZONING MEETING.
- IT IS THE APPLICANTS RESPONSIBILITY TO BECOME FAMILIAR WITH THE APPLICABLE CITY LAND USE ORDINANCES AND REQUIREMENTS PRIOR TO SUBMITTING AN APPLICATION FOR PLAT.

SIGNATURE OF APPLICANT: Becky SelleDATE: 1/27/2016**RECEIVED****JAN 27 2016**

CITY OF HARRISONVILLE

Exhibit A**Description 2 – 10 acre tract:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 3838, PAGE 758 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID SECTION 33, AT THE NORTHEAST CORNER OF THE FINAL PLAT OF COMMUNITY CENTER, RECORDED IN PLAT BOOK 17, PAGE 61; THENCE FROM THE POINT OF BEGINNING AND WITH THE NORTH LINE OF SAID PLAT, N 87° 21'30"W, 484.00 FEET; THENCE LEAVING SAID NORTH LINE N 2°01'25"E, 900.00 FEET; THENCE S 87°21'30"E, 484.00 FEET TO THE EAST LINE OF SAID SECTION 33; THENCE WITH THE EAST LINE OF SAID SECTION, S 2°01'25"W, 900.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES.



Housing Plus, LLC is a Missouri based affordable housing development company specializing in tax credit financed single-family and multi-family development with supportive services.

Housing Plus, LLC is a woman owned business enterprise (WBE) which was formed by Becky Selle and Debra Hart. In collaboration with civic leaders, public and private financial partners and non-profit agencies, Housing Plus is dedicated to **improving the viability of communities in Missouri** through the development of well-designed and professionally-managed affordable housing. Housing Plus listens to community stakeholders and civic leaders and responds to their varied interests. In partnership with well-established local non-profit agencies, **Housing Plus delivers quality affordable housing** to work force, special needs and senior households.

THE TEAM

DEBRA SHANTZ HART

Hart is a graduate of Missouri State University (B.S. Economics 1984) and University of Missouri-Columbia (J.D. 1988). She has practiced law for over twenty years representing clients in the areas of real estate development, real estate finance and business law. She served as Vice-President and General Counsel for John Q Hammons Hotels for thirteen years. She has been doing affordable housing development since 2008. She has worked to create strategic partnerships with nonprofit organizations already entrenched in the community to provide services and resources that improve tenants lives and provide essential support services necessary to break the cycle of poverty.

BECKY SELLE

Selle is a graduate of Drury University (B.A. Accounting/Masters of Business Administration) and a Certified Public Accountant. She has dedicated her career to providing families with more than just a roof over their head. Her focus is on energy efficient, high quality developments that provide support services and are financially stable. Prior to starting Housing Plus with Hart, Selle served as Controller and Development Director for an affordable housing developer and management company in Missouri that developed over 350 units during her tenure and managed a 700 unit portfolio. From development through compliance, Selle has the broad based experience needed to bring a project to completion and ensure its success throughout compliance.



DEVELOPMENTS

FULBRIGHT SPRINGS I AND II

Seventy-one single-family homes and a community building located just north of the Springfield, Missouri city limits. Community Partnership of the Ozarks has partnered to provide an on-site resource coordinator and provide educational opportunities for our tenants.

HIGHLAND RIDGE SENIOR

Fifty senior duplex units located in Nixa, Missouri. This development is the essence of what affordable housing should be delivering - exceptional quality at rental rates that are more attractive than virtually all other "affordable" developments.

HOPE COTTAGES

Thirty-two scattered site single-family homes located in Joplin, Missouri. This development was designed to provide replacement affordable housing after the devastating EF5 tornado in May, 2011.

WEBSTER GROVES

Thirty single-family homes located in West Plains, Missouri. This development is the first affordable single-family development in West Plains and is located in close proximity to service amenities and the West Plains' elementary and high school. Construction will begin in 2013.

BEACON VILLAGE

Housing Plus is serving as a development consultant to The Kitchen, Inc to develop forty-four units of affordable housing in Springfield, Missouri. Approximately one-half of the units will house formerly homeless individuals and families. The Kitchen, Inc. will provide case management services.

REFERRALS

Troy Bolander, Joplin Assistant City Manager: **417.624.0820**

Roseann Bentley, Greene County Commissioner: **417.868.4112**

Janet Dankert, Director, Community Partnership of the Ozarks: **417.888.2020**

Rorie Orgeron, Executive Director, The Kitchen, Inc.: **417.837.1500**





TO: Board of Aldermen
FROM: John Hofer, Director
DATE: February 25, 2016
SUBJECT: STEP Grant 2016

Type of Item: *Approval*

Issue: Annual STEP (Special Traffic Enforcement Program) grant application.

Background: With regards to our 2016-2017 STEP (Special Traffic Enforcement Program) grants, we seek your continued support of this program. The City of Harrisonville has participated in this Missouri Department of Transportation, Division of Highway Safety STEP program since 2001. This program provides funding for overtime pay, specifically allowing for an officer(s) to target high traffic crash areas with enforcement.

This year, we have requested \$14,000.00 in assistance. Included in this request are \$6,000.00 for Sobriety Check Points and/or DWI Enforcement, \$4,000.00 for Hazardous Moving Violations (Speeding) and \$4,000.00 for Occupant Safety (Seat Belt Enforcement). There is no city match required for any of these grants. These grant programs are specifically for overtime associated with the enforcement of traffic violations, and reimbursed to the City on a monthly basis.

Again this year we need is your signature of support on the application authorization forms (attached).

The Harrisonville Police Department appreciates your continued support and your consideration with these grants.

Council Bill No. 020**Resolution No.**

**A RESOLUTION TO SHOW THE SUPPORT OF THE BOARD OF ALDERMEN
FOR AN APPLICATION OF GRANT FUNDS FROM THE MISSOURI
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAY SAFETY
STEP (SPECIAL TRAFFIC ENFORCEMENT PROGRAM) PROGRAM;
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID
APPLICATIONS FOR GRANT FUNDS**

WHEREAS, the City of Harrisonville is an expanding city in the growing county of Cass; and

WHEREAS, the Harrisonville Board of Aldermen deems it necessary to improve public safety to serve its citizens.

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

1. Those applications made under the Special Traffic Enforcement Program Grant of the Missouri Department of Transportation for a grant to assist in overtime for Sobriety Check Points and/or DWI Enforcement, overtime for Hazardous Moving Violation Enforcement, and overtime for Occupant Safety Enforcement totaling \$14,000.
2. That the Mayor and Board of Aldermen support said application grant proposals.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

PASSED AND RESOLVED by the Board of Aldermen of the City of Harrisonville, Missouri, this 7th day of March 2016.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and Seal of the City of Harrisonville, Missouri, this 7th day of March 2016.



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Harrisonville
will participate in Missouri's Highway Safety Program.

(* HAZARDOUS MOVING VIOLATIONS - SPEEDING)

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor

Attachment: STEPS Grants 2016 (2129 : STEP Grant 2016)



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Harrisonville
will participate in Missouri's Highway Safety Program.

(*DWI Enforcement Grant)

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor

Attachment: STEPS Grants 2016 (2129 : STEP Grant 2016)



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Harrisonville
will participate in Missouri's Highway Safety Program.

(*OCCUPANT PROTECTION/SEATBELT ENFORCEMENT)

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor

Attachment: STEPS Grants 2016 (2129 : STEP Grant 2016)



TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: February 29, 2016
SUBJECT: Purchase of 72 inch Mid Mount Finish Mower for Parks

Type of Item: *Approval*

Council Bill No. 021**Resolution No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH GOLDEN VALLEY TRACTOR FOR THE
PURCHASE OF ONE (1) 72-INCH, MID-MOUNT FINISH MOWER IN AN
AMOUNT NOT TO EXCEED \$20,330**

WHEREAS, the City of Harrisonville has determined that Golden Valley Tractor is competent to perform services for the City of Harrisonville; and

WHEREAS, Golden Valley Tractor agrees to perform services for the City of Harrisonville;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Golden Valley Tractor for the purchase of one (1) 72-inch, mid-mount finish mower for the Parks and Rec Department in an amount not to exceed \$20,330.

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 7th day of March, 2016.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 7th day of March 2016

MEMO

TO: The Board of Alderman

CC: Mayor Hasek, Mike Tholen

FROM: Chris Deal, Parks and Recreation Director

DATE: March 2, 2016

RE: Purchase of a 72 inch Mid Mount Finish Mower for Parks

Included in the 2016 budget for the Parks & Recreation Department is the replacement of a used Mid Mount Finish Mower for a new Mid Mount Finish Mower for the purpose of maintaining the city park system. Bids were sent out to local vendors and placed in the area media for open bids from the public. A total of 5 vendors responded to this bid.

Attached to this memo is the bid tabulation sheet from the vendors who participated in this bid. As you will note on the bid sheet, the bid prices that are marked in red did not meet the bid specifications (*Specifications not met were engine size and horse power*). The low bid is from Golden Valley Tractor, located in Harrisonville for the total cost of \$20,330.00. The two lower bids did not meet bid specifications.

The budgeted amount for this mower is \$22,000.00. The low bid is \$1,670.00 under the budgeted amount. Parks & Recreation Department staff and the Park Board recommend approval for this equipment purchase. I will be happy to answer any questions. Thank you.

CITY OF HARRISONVILLE, MISSOURI

Parks & Recreation Department

Bid Tabulation - Project # RFP-P&R-2016-01 72 inch Mid Mount Finish Mower 02/22/2016

<u>Company Name</u>	<u>City/Location</u>	<u>Contact</u>	<u>Bid Total</u>
<i>Red means the bid did NOT meet specifications - (Size of the engine and horse power was not met)</i>			
Golden Valley Tractor	Harrisonville, MO	Buddy Wallen	\$17,150.00
Heartland Tractor	Harrisonville, MO	Andrew Weibling	\$17,226.50
Golden Valley Tractor	Harrisonville, MO	Buddy Wallen	\$20,330.00 *
Heritage Tractor	Adrian, MO	Jeff Van Slyke	\$21,538.00
Pro Turf Products	Lenexa, KS	Brad Davisson	\$21,986.80
Vahrenberg Implement Inc.	Higginsville, MO	Doug Vahrenberg	\$22,633.05

Attachment: Bid Tabulation for Mid Mount Finish Mower 2016 (2131 : Purchase of 72 inch Mid Mount Finish Mower for Parks)



TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: March 2, 2016
SUBJECT: DIGESTER REPAIR CONTRACT

Type of Item: *Contract*

At the Board of Alderman Work Session on February 22 the recommended alternative to completely removing the interior cracked concrete basin floor was discussed. The estimated lump sum price not to exceed was \$877,000. Staff requested additional time to review the line item charges and where CAS allocated cost. In a design build contract the contractor assumes all of the risk if their solution cannot be completed successfully. The contractor explained the labor equipment and materials required to complete the work. Three areas were identified where the contractor had inflated the price of the item based on uncertainty. These items are now identified as an allocation. If the contractor needs less the final price will be reduced to the city. The reverse is also true. This approach was used in the filter contract with David Ross Construction successfully.

The contract price and scope is as follows:

CAS/Burns and McDonnell Design-Build Scope

City of Harrisonville MO Emergency Digester Repair-

Price - \$ 845,850.00

- Performance and payment bonds for construction price (not on design)
- GL, UL, PL and builders risk insurance included
- Prevailing wages per current wage determination. Certified payrolls will be submitted weekly.
- Tax exemption certificate to be provided by City. Tax for items not covered by the exemption certificate is included in proposal
- Phase 1 services agreement cost is included in the lump sum proposals and will not be billed separately unless Phase 2 contract is not executed.
- Includes all labor, materials, equipment and supervision to complete the scope of the work
- Includes all design and construction administration fees for the work
- Install ten (10) piezometers at locations TBD
- Install five (5) trench checks in locations and sizes TBD as an allowance item

- Remove existing dome cover and place immediately adjacent to the existing digester
- Removal of the existing pipe and diffusers and save for replacement
- Sawcut around perimeter of existing thickened slab inside the existing wall and cut slab into numerous pieces for removal
- Removal of existing slab - material to be trucked and disposed of off site
- Over-excavation of subgrade material approximately two (2) feet below the underside of existing slab - to be trucked on or off site for disposal.
- Replace over-excavated area with clean granular material with filter fabric below
- Supply and install a fabric wrapped 4" drain system underslab and within the new aggregate layer and piped to a common point for a 24"D vertical access point. This will be inside the wall of the existing structure and allow the City to use for future pump access.
- Dowel into the existing thickened slab with dowels spaced at 12"OC to align with new slab rebar
- Pour new 8" thick slab
- Install 14 PRV's
- Reinstall existing pipe and diffusers. Coordinate with EDI for inspection of diffusers and pipe. In the event that the piping or diffusers need to be replaced an allowance of \$10,000.00 is included in the lump sum price.
- Reset the dome cover
- Site will be clean and fine graded but will not be seeded or landscaped
- Startup
- Allowances are items that are covered in the lump sum price for the specific budget of the item detailed. Costs for these items will be tracked at cost with no markup for overhead and profit. In the event that the costs made are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the costs are less than the amounts listed, the Owner shall be entitled to the amounts remaining. Allowances included in lump sum price above -
 - Trench checks - \$40,000.00
 - Outside large crane rental to remove and reset dome - \$16,000
 - Pipe and diffuser material - \$10,000.00

RECOMMENDATIONS - Staff is recommending proceeding and authorizing the city administrator to sign a design/build contract with CAS/Burns and McDonnell to replace the floor in the No 1 Digester damaged by hydraulic water pressure under the floor in the amount of \$845,850. Financing options are still being considered.

Council Bill No. 022**Ordinance No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A DESIGN/BUILD CONTRACT WITH CAS/BURNS AND
McDONNELL TO MAKE REPAIRS TO THE DIGESTER BASIN FLOOR AT
THE WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED
\$845,450.**

WHEREAS, the City of Harrisonville has determined that CAS/Burns and McDonnell is competent to perform services for the City of Harrisonville; and

WHEREAS, CAS/Burns and McDonnell agree to perform services for the City of Harrisonville;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to execute a Design/Build Contract with CAS/Burns and McDonnell to make repairs to the digester basin floor at the wastewater treatment plant at a cost not to exceed \$845,850.

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 7th day of March, 2016.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 7th day of March 2016

DESIGN/BUILD CONTRACT

This Design/Build Contract (this “**Contract**”) is made and entered into on _____, 2016, by and between the City of Harrisonville, Missouri (“**Harrisonville**” or “**Owner**”) and Burns & McDonnell and CAS Constructors LLC, Harrisonville Joint Venture, (collectively “**Contractor**”) with respect to the provision of certain labor, materials, equipment and related work and services in connection with the Emergency Digester repair on certain real property owned by the City (the “**Project**”).

SECTION I General Provisions

1. The services and work to be provided hereunder by Contractor is for the benefit of Harrisonville. As and to the extent provided in this Contract, Contractor shall provide all design, engineering, work and services required by the terms hereof for the emergency repair of the digester for Owner.
2. Contractor acknowledges that time is of the essence and agrees to take all steps necessary to ensure timely completion of the Work.
3. Contractor acknowledges that it has described and represented itself and its Subcontractors (including those professionals retained by Contractor) to Harrisonville as possessing experience and knowledge in projects of the same type and nature as the instant Project. Contractor agrees that the services and work provided by Contractor and its Subcontractors shall be performed in a manner consistent with those standards of professional skill, care and diligence applicable to design/build providers of comparable experience and knowledge in similar circumstances.

SECTION II Scope Of Work

1. As used in herein the term “**Work**” shall mean and include, all design services and construction work as set forth in, or reasonably inferable from the requirements set forth in the Project Concept and this Contract, including but not limited to labor, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies, taxes, permits and other property and services necessary to timely and properly produce all work and completed construction required by, or reasonably inferable from this Contract, including all labor, services, equipment and materials necessary to produce fully connected, complete, operational and functional systems, finishes and work. In performing the Work, Contractor shall comply with and give all notices required by all laws, ordinances, rules, regulations or building codes and statutes bearing on the Work or the performance thereof.
2. Contractor represents that, prior to the execution of this Contract, Contractor has carefully inspected the conditions relevant to the performance of the Work and has been given the opportunity to uncover and/or remove existing finishes and structures to the extent necessary to obtain a full understanding of the Work required by this Contract. Based on the foregoing, Contractor represents the Contract Price is adequate to compensate Contractor for all Work required hereby and the Contract Time is sufficient to allow Contractor to fully complete the Work in accordance with the terms hereof.

SECTION III Preliminary Design Services

1. As used herein, the “**Project Concept**” shall mean the preliminary plans and scope of work, attached hereto as Exhibit 1 and incorporated herein by this reference, provided to Contractor setting forth Harrisonville’ goals and desires for Project. The Project shall be designed and constructed by Contractor in accordance with the Project Concept, except as it may be expressly modified by Harrisonville in writing. Contractor acknowledges the Project Concept is intended to set forth desired features, technical requirements, performance characteristics and physical arrangements in a general fashion only and is not an exhaustive list of all design features or requirements for the Project. Unless otherwise agreed to by Harrisonville and Contractor in writing (or in the Project Concept itself), the inclusion of or failure to include any particular item in the Project Concept shall not relieve the design professionals retained by Contractor to assure the technical accuracy of the Project Concept, to modify the Project Concept, when necessary, and to design sound, operable, functional and complete components for the Project, consistent with applicable standards of professional skill, care and diligence.

2. Contractor acknowledges and agrees that a budget of \$845,5850.00 U.S. dollars (the “**Project Budget**”) has been established for the total cost of constructing the Project within the Contract Time (defined below) and in conformance with the Project Concept and the terms of this Contract. The Project Budget includes compensation for all costs of designing and constructing fully completed, connected, installed and functional systems and finishes. Contractor acknowledges and agrees that the Contract Time and the Construction Budget are adequate and reasonable for the scope and nature of the work required by this Contract and the Project Concept.

3. In accordance with the Project Concept, Contract Time and the Project Budget, Contractor shall prepare for approval by Harrisonville preliminary design documents for the Project consisting of drawings and other documents illustrating the basic scale and relationship of the Project and its components. By submitting the preliminary design documents to Harrisonville, Contractor will be representing that the Contract Price established herein is adequate to compensate Contractor for all design and construction Work required by this Contract and is sufficient to pay the cost of all labor, work, services, materials and equipment needed to fully, timely and properly perform such work, except and only to the extent that Contractor is entitled to an increase in the Contract Price pursuant to the provisions of this Contract. Costs which would cause the Contract Price to be exceeded shall be paid by Contractor without reimbursement by Harrisonville.

4. Contractor acknowledges that the Contract Price has been established prior to the complete preparation of schematic design documents, design development documents or construction documents for the Project. Contractor agrees, however, that the further delineation of the design for the Project, through the development of further drawings and specifications subsequent to the execution of this Contract, shall entitle Contractor to an increase in the Contract Price only to the extent that the later design is the result of a material change, which shall not include the development of drawings, specifications or other engineering or design documents subsequent to the execution of this Contract in a manner consistent with the design concepts expressed in or reasonably inferable from the Project Concept.

SECTION IV **Design Services**

1. Contractor shall provide the final design and engineering work necessary for the Project. In connection with such design and engineering work, Contractor shall provide Harrisonville with plans, specifications, drawings and other design documents, as appropriate, which shall be adequate and sufficient, consistent with applicable standards of professional skill, care and diligence, to fix, describe and coordinate each component of the Work in sufficient detail to allow those persons or entities performing Work to complete such construction in accordance with the Project Concept and any applicable building codes and regulations (“**Final Design Documents**”).

2. Contractor shall provide, either directly or through design professionals retained by Contractor, all design services, labor, materials, and other facilities or services necessary for the proper execution and completion of the design work for the Project. Contractor shall be responsible for the professional quality, technical accuracy and internal coordination of the Final Design Documents and for the acts and omissions of itself and any design professionals retained to provide design services on the Project. Contractor shall cause the design services required for the Project to be performed only by qualified design professionals, including to the extent required by applicable law, duly licensed architects and/or engineers. The design work for the Project shall be performed in a manner consistent with applicable standards of professional skill, care and diligence, and the Final Design Documents shall comply with governing codes, applicable laws and requirements of public authorities in effect when this Contract is executed by Owner and Contractor.

3. Contractor shall cause any and all design professionals retained by Contractor to provide design services for the Project to execute an Acknowledgement in the form attached hereto as Exhibit 2, whereby the design professionals recognize Harrisonville and Owner as an expressly intended third-party beneficiary of the agreement between Contractor and such design professional. Contractor agrees that any errors, omissions or other defects in the Project’s design will be corrected (either through revised drawings or through written or field modifications or clarifications, as appropriate) with reasonable promptness and at no cost to Owner. In addition, Contractor shall correct or replace any completed construction work that does not comply with the requirements of this Contract or with applicable codes or laws, promptly and at no cost to Owner.

4. As part of the design work required by this Contract, Contractor shall prepare and submit drawings, documents and applications incident to and shall file documents required to obtain any necessary approvals of the design and construction of the Project from governmental authorities having jurisdiction over the Project. Contractor shall be responsible

for paying the application fees, governmental charges or other costs required in connection with obtaining necessary approvals from such governmental authorities.

5. Contractor shall pay all royalties and license fees, and shall defend any suits or claims for infringement of patent rights, and shall save Owner harmless from loss on account thereof, to the extent that Contractor or any architect, engineer or design professional hired by Contractor has required a particular design, process or product of a particular manufacturer in connection with the Project.

6. All drawings, plans, specifications, renderings and models and other design work (including CAD diskettes) provided as part of Contractor's services for the Project shall be the joint property of Owner and Contractor (or its applicable Subcontractor) whether the Project is executed or not, and shall not be used by any person other than Harrisonville on projects other than the Project unless expressly authorized in writing by Harrisonville. Contractor specifically agrees to incorporate the provisions of this Paragraph in all contracts for the services of Contractor's architects, engineers and other Subcontractors.

SECTION V

Construction Work

1. Contractor shall provide all labor, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies, taxes, permits and other property and services necessary to timely and properly produce all work and completed construction required by, or reasonably inferable from, the Project Concept (except as expressly modified by Harrisonville in writing) and the Final Design Documents approved by Harrisonville, including all labor, services, equipment and materials necessary to produce fully connected, complete, operational and functional systems, finishes and work. In performing the Work, Contractor shall comply with and give all notices required by all laws, ordinances, rules, regulations or building codes and statutes bearing on the Work or the performance thereof.

2. By commencing with construction of the Project, Contractor represents that it has reviewed all plans, specifications, reports, test data and other information relating to the Project, made a thorough inspection of the Project site (during which inspection Contractor has correlated its personal observations with the requirements of the latest design documents), acquainted itself with all physical and observable conditions under which the Work will be performed, and acquainted itself with all other conditions relevant to the Work.

3. Contractor shall at all times enforce strict discipline and good order among its employees, its Subcontractors and other persons and entities hired to perform the Work, and Contractor shall not employ or permit to be employed any unfit person, anyone not skilled in the work assigned to him or her, any worker that will cause labor disputes or work stoppages or anyone with respect to whom Harrisonville has reasonable objection. As used herein, the term "**Subcontractor**" shall mean and include any person or entity retained by the Contractor in connection with the Project and any other person or entity who has a direct contract with the Contractor to perform any portion of the Work on the Project (including design professionals, subcontractors, materialmen and suppliers) and all other persons or entities (whether such persons or entities are subcontractors or sub-subcontractors) who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of the Contractor.

4. Contractor shall supervise the Work to assure compliance with the following: (i) the Project Concept and the Final Design Documents; (ii) all applicable laws, codes and regulations; (iii) standards of care established in this Contract; and (iv) standards of all utilities and local authorities having jurisdiction.

5. In the event of duplications or conflicts within or between the Final Design Documents and/or Project Concept the most detailed and complete method of the work and the highest quality materials and equipment shall be construed as the requirements.

6. Contractor shall supervise the construction of the Project which will be performed by the Contractor to assure compliance in a thoroughly first class and workmanlike manner, with due regard to security and safety for all workers, nearby buildings and properties and the occupants thereof, and shall be in good and usable condition at the date of Substantial Completion. Contractor shall cause the Work to be coordinated with any other work being performed or to be performed by Harrisonville (including any landscaping or decorating work). Harrisonville shall coordinate any work being performed by Harrisonville so that such work being performed by Harrisonville will not interfere with or delay the completion of any Work on the Project.

7. All material not specified on the Final Design Documents as to manufacturer, size, design or price shall be as selected by Contractor and submitted to Harrisonville for its review and approval, in its absolute discretion. Selections are to be made from suppliers recommended by Contractor and approved and acceptable to Harrisonville. Contractor shall not permit the Contractor to incur costs exceeding the stated Project Budget without the prior approval of Harrisonville.

8. Harrisonville, without invalidating this Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Price and the Contract Time being adjusted accordingly. Notwithstanding any contrary provision, changes in the Work, adjustments in the Contract Price and adjustments in the Contract Time may be accomplished after execution of this Contract only by the express written agreement of Harrisonville and approved by the Harrisonville Board of Aldermen. Contractor shall not commence the performance of any Work that it believes entitles Contractor to an increase in the Contract Price or an extension of the Contract Time without first receiving Harrisonville's written authorization to proceed with such Work and Harrisonville's agreement as to any increases in the Contract Price or extension of the Contract Time.

SECTION VII

Compensation And Payment

1. For the proper performance of all Work required by this Contract, Harrisonville shall pay Contractor a total, lump sum compensation of eight hundred, forty-five thousand, eight-hundred fifty and No/100 Dollars (\$845,850.00), subject only to any adjustments as provided elsewhere in this Contract (the "**Contract Price**"). The Contract Price shall constitute the exclusive and full compensation to Contractor for the proper performance of the Work (inclusive of all overhead, profit, general conditions, royalties, licenses, permits necessary to gain the rights to use and install any component of the Project, costs associated with the use of computer assisted design and drafting techniques or programs, travel expenses, copying costs, long distance telephone and facsimile charges or other out-of-pocket expenses incurred in connection with the Project and any other amounts whatsoever), absent changes expressly authorized by Harrisonville in writing. To the extent Harrisonville contributes or provides any work, services, equipment, materials or other items covered by or included in the Contract Price, Harrisonville shall be entitled to a corresponding reduction in the Contract Price and adjustment to the Schedule of Values. [NO ALLOWANCES OR UNIT PRICES WILL APPLY].

2. Prior to the commencement of construction, Contractor shall submit to Harrisonville a "**Schedule of Values**" which allocates the entire Contract Price among the various portions of the Work and separately itemizes the Contract Price. If requested by Harrisonville, Contractor shall produce data to substantiate the accuracy of the Schedule of Values. The Schedule of Values, unless objected to by Harrisonville, shall be used only as a basis for reviewing Contractor's applications for payment.

3. Periodic payments for the performance of the Work shall be made as follows. Contractor shall submit a payment application to Harrisonville on the _____ (____) day of each month. Each monthly payment application shall request payment only for Work then performed by Contractor, materials then installed by Contractor as part of its Work on the Project (unless otherwise agreed in writing by Harrisonville), and Work completed as of the date of the payment application and authorized by Harrisonville. Each monthly payment application shall be accompanied by lien waivers for the full amount of payment requested, in form and substance acceptable to Harrisonville, that have been executed by Contractor and all Subcontractors, invoices, receipts, Subcontractor payment applications and such other supporting documentation as Harrisonville may reasonably request. Provided that an application for payment is received by Harrisonville on or before the _____ (____) day of a given month, Harrisonville shall make payment to Contractor, not later than the _____ (____) day of the following month, of all amounts approved in such application for payment, minus applicable retention as provided for in this Contract.

4. The amount of each progress payment shall be computed as follows: (1) take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated to that portion of the Work in the Schedule of Values; (2) add the applicable portion of the Contractor's Fee shown on the Schedule of Values based on the overall percentage of Work completed; (3) subtract the aggregate of previous payments made by Harrisonville; (4) subtract retention of ten percent (10%) of the total of items (1) through (3) above; and (5) subtract amounts, if any, which Harrisonville has withheld hereunder. In addition, each payment application may include requests for payment on account of changes in the work which have been properly authorized by Owner, minus applicable retention as set forth herein.

5. Except as otherwise provided herein, retention equal to ten percent (10%) of all outstanding applications for payment shall be held by Harrisonville until all work on the Project is Substantially Complete. At Substantial Completion of the Project, all such retention shall be released to Contractor, except that a sum equal to one hundred and fifty percent (150%) of the value of any work remaining to be completed on the Project shall be withheld until Final Completion, including the release of any liens asserted against the Project and final release of all claims of any Subcontractors who have performed any work on the Project. Release of retention and the making of final payment by Harrisonville shall be conditioned on the final completion of the Work and the receipt by Harrisonville of such lien and claim releases executed by Contractor, and its Subcontractors, that Harrisonville may reasonably request. Contractor shall fully comply with all provisions of Chapter 436 R.S.Mo, and shall defend, indemnify and hold Harrisonville and Owner harmless from and against any loss or damage, including without limitation attorneys' fees and court costs, caused by the Contractor's failure to comply with such provisions.

6. Contractor shall cause all Work required by, or reasonably inferable from, the Project Concept and the Final Design Documents to be performed in accordance with this Contract and within the Project Budget. Contractor hereby guarantees to Harrisonville that the cost of all such Work shall not exceed the Project Budget established herein; costs which would cause the Construction Budget to be exceeded shall be paid by Contractor without reimbursement by Harrisonville.

7. Without limiting any rights or remedies otherwise available, Harrisonville shall have the right to withhold from payment otherwise due to Contractor such sums as may be necessary to protect Harrisonville against any loss or damage reasonably expected to result from: (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of Contractor to ensure that Subcontractors are promptly and fully paid; (4) the breach of this Contract by Contractor; (5) intentional or negligent acts or omissions of Contractor. When the reasons for withholding payment are removed, payments shall be made for amounts withheld because of them in the next applicable progress payment. No payment made by Harrisonville pursuant to this Contract, nor any partial or entire use or occupancy of the Work by Harrisonville shall be considered as, or deemed to imply, acceptance of any such Work.

8. Contractor shall pay each Subcontractor, materialman or supplier within 10 days after receipt of payment from Harrisonville, out of the amount paid to Contractor pursuant to this Contract. Contractor shall, by appropriate agreement with each Subcontractor require each Subcontractor to make payments to sub subcontractors and suppliers in similar manner. In order to require that Contractor makes prompt payment to its Subcontractors, Harrisonville shall have the right, but not the obligation, to issue payments to Contractor in the form of joint checks payable both to Contractor and its Subcontractors, as appropriate. In addition, Contractor hereby authorizes and consents to direct communications, at any time and in any fashion, between Harrisonville and any Subcontractors on the Project, regarding the Work performed on the Project and the status of payments to said persons or entities for said Work.

9. Contractor shall permit Harrisonville, and/or any accountant, person or entity designated by Harrisonville, to audit Contractor's books for the purpose of determining the correctness and allowability of all charges made on the basis of the Contract Price. Contractor shall produce any and all data which Harrisonville may request for any such purpose. Contractor shall keep such full and detailed accounts as may be necessary to reflect its operations with respect to such charges and such records shall be maintained for a period of at least three (3) years after final payment to Contractor. Contractor hereby authorizes Harrisonville, and/or Harrisonville's designee, to check directly with its Subcontractors the charges for labor, material and other items appearing in Contractor's bills rendered to Harrisonville and the balances due on such charges and to obtain sworn statements and waivers of lien from any such Subcontractors.

SECTION VIII

Time And Schedule

1. Contractor shall cause Substantial Completion of all Work to occur on or before _____, 2016, and shall cause Final Completion of such services and work to occur within ten (10) days after the accomplishment of Substantial Completion (the times for achieving Substantial Completion and Final Completion are referred to herein as the "**Contract Time**"). Contractor understands that timely completion of the work and services required hereby is of the essence in this Contract.

2. Contractor agrees to assign more personnel, increase construction manpower, increase the number of working hours per shift, increase the number of shifts per day, increase the number of working days per week, reschedule activities (or any combination of the aforesaid), work overtime and take such other measures as may be necessary to overcome any delays experienced on the Project, without any extension of time or increase in the Contract Price. In the event that delays are

experienced due to causes that are beyond the reasonable control of Contractor, the Contractor and their respective employees and agents (including delays resulting from acts of God, inclement weather, strikes, acts of war or fire or other casualties) (an “**Excused Delay**”), the remedy with respect thereto shall be an increase in compensation corresponding to the actual costs required to overcome the delay.

3. “**Substantial Completion**” of the work and services is hereby defined as the last to occur of both: (1) the date Contractor procures and delivers to Harrisonville all certificates, permits, approvals and consents with respect to the Project required under applicable law for occupancy and use of the area of the residence in which the Project is being performed (except such certificates, permits, approvals or consents that cannot be procured due to reasons beyond the reasonable control of Contractor or the Contractor, in which event this condition shall not apply to such extent); and (2) the date when all services and work are sufficiently complete in accordance with this Contract to allow Harrisonville to occupy and utilize the Project for its indicated purpose and for showcase on the Television Show. For the work to be considered Substantially Complete, the Project site must be left “broom clean,” all boxes, crates, etc. shall be hauled off of and away from the Project site, all glass, hardware and fixtures shall be thoroughly cleaned, all paint stains, spots, smears, marks and dirt shall be removed from all surfaces, and all tile and/or wood floors shall be washed so as to present clean work to Harrisonville for acceptance. Upon request by Harrisonville, Contractor shall conduct a walk-through of the Project with Harrisonville and Owner.

4. As used herein, the term “**Final Completion**” of the work shall mean the completion of all of the services and work, including but not limited to completion and/or correction of all punch list items to the satisfaction of Harrisonville, payment and release of all mechanic’s, materialmen’s and like liens, delivery of all warranties and guarantees and assignments thereof, equipment operation and maintenance manuals, and removal of any remaining rubbish, tools and surplus materials and equipment from the job site.

5. If Contractor fails to carry out the Work in accordance with the Contract or, should Contractor fail to continuously and diligently perform, forward and prosecute the Work such that Harrisonville reasonably determines that the Project will not be completed on or before the schedule Substantial Completion date, Harrisonville may, without prejudice to any other remedy Harrisonville may have, hire another person or entity to perform the services and/or work which Contractor is failing to prosecute diligently and shall have the right to deduct from payments then or thereafter due to Contractor the reasonable cost of performing such work. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Harrisonville.

SECTION IX

General Provisions Relating to the Performance of the Work

1. Harrisonville hereby designates _____ as its representative authorized to act on Harrisonville’ behalf with respect to the Project (hereinafter “**Harrisonville’ Representative**”). In the event Contractor receives any instructions or approvals, either in writing or orally, by persons other than Harrisonville’ Representative designated pursuant to this paragraph, Contractor shall notify Harrisonville’ Representative of such instructions or approvals and shall not act upon such instructions or approvals until provided with directions from Harrisonville’ Representative.

2. Contractor hereby designates _____ as its Project Representative. Contractor’s Project Representative shall be a knowledgeable member of Contractor’s Project team, shall be responsible for coordinating, scheduling and supervising the services and work required by this Contract, shall be the person who attends any meetings and conferences with Harrisonville required by this Contract, and shall be the person responsible for communicating, on behalf of Contractor, with Harrisonville, all Subcontractors and such other persons or entities involved with the Project as may be necessary for the timely and proper performance of Contractor’s services and work hereunder, shall be available to Harrisonville (in person or via telephone) at all times during normal working hours throughout the Project in order to answer questions and to resolve problems relating to Contractor’s services and/or work pursuant to this Contract, and shall be in attendance on a full time basis at the Project site on each day during which construction is being performed.

3. Contractor agrees that it will perform the Work in compliance with the Project Concept (except as expressly modified by Harrisonville in writing), the Final Design Documents approved by Harrisonville, applicable standards, laws, codes and regulations, the standards of all utilities and local authorities having jurisdictions over the Project.

4. Contractor shall maintain its Work site in a clean and orderly condition during the construction period. Contractor shall contain all construction materials, equipment, fixtures and debris within the Project and shall promptly and

properly remove all of its unused construction materials, equipment, shipping containers, packaging debris and flammable waste from the Project. Contractor shall leave its Work site in a broom clean condition at the end of each day during which Work is performed.

5. Contractor shall be responsible to ensure that the Work is performed by qualified workmen. Contractor shall be responsible for and shall coordinate all its Work and shall assure that it is of good quality, free from faults and defects, and conforms to the applicable drawings, specifications and descriptions. Work that is not in conformance with these requirements shall be repaired or replaced promptly. Contractor shall be responsible to Harrisonville for the acts and omissions of Contractor's employees and of its Subcontractors, and their agents and employees and any other persons performing portions of the Work under the direction of Contractor or any of its Subcontractors.

6. In connection with the Work, Contractor shall maintain in good order a record copy of all drawings, specifications, and other records relating to the Work, marked to record changes made during the process of construction. These documents shall be made available to Harrisonville for inspection and review during the course of the Work, as requested by Harrisonville. Within ten (10) days after Substantial Completion, Contractor shall deliver to Harrisonville a complete set of as-built drawings marked to record changes made during the process of construction.

7. At all times from the commencement of construction, Contractor shall cause to be maintained by design professionals, contractors or subcontractors who perform design, engineering, construction or other services on the Project the following insurance coverage: (i) comprehensive general liability insurance and comprehensive property damage insurance; (ii) statutory worker's compensation insurance; (iii) property insurance covering the Project, protecting the interests of Contractor, Owner, Harrisonville and all Contractors or Subcontractors covering the services to be provided pursuant to this Contract.

8. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Harrisonville, and its respective affiliated entities, officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, including without limitation attorneys fees, arising out of or resulting from performance of the services and work to be performed by or on behalf of Contractor pursuant to this Contract. At its own expense, Contractor shall defend all suits or claims alleging such injury or damages and shall pay all charges of attorneys, court costs, and all other costs and expenses in connection therewith. This obligation shall survive acceptance of the Work by Harrisonville.

9. Contractor warrants that all Work will be new, of good quality and in conformance with the requirements of this Contract, the Project Concept and the Final Design Documents approved by Harrisonville, and shall be free from defects in material or workmanship not inherent in the nature or quality of the Work. In addition to the forgoing, Contractor warrants that the Work will be free from failure under ordinary usage for a period of one (1) year after completion of all Work performed by Contractor on the Project. Promptly after receipt of written notice thereof, Contractor shall correct any defects in material or workmanship and any damage to other work or property caused by such defects or the repairing of such defects, at its own expense and without cost to Owner or Harrisonville and without interruption to Owner's or Harrisonville's use and occupancy of the Project.

10. All guarantees or warranties or equipment or materials furnished to Contractor by any manufacturer or supplier shall be deemed to run to the benefit of, and are hereby assigned to, Harrisonville. If any manufacturer or supplier of any equipment or material furnishes a guarantee for a period in excess of one (1) year from the date of Final Completion, Contractor's warranty shall be deemed to extend for like period as to such equipment or material. Prior (and as a condition) to final payment for the work, Contractor shall deliver to Harrisonville copies of all guarantees and warranties on equipment and materials furnished by all manufacturers and suppliers to Contractor and all Subcontractors together with duly executed instruments properly assigning the guarantees and warranties to Harrisonville and Owner, and shall also deliver to Harrisonville all related manufacturer's instructions, related maintenance manuals, replacement lists and any technical requirements necessary to maintain the effectiveness of any such warranties.

11. Contractor shall pay all taxes measured by the wages of all its employees as required by law and shall be solely responsible and liable for payment of said taxes. Contractor shall indemnify and hold Owner and Harrisonville harmless on account of any tax measured by the aforesaid wages of employees of Contractor, assessed against Owner or Harrisonville.

12. Contractor shall obtain all insurance and payment bonds, performance bonds, etc., required by Harrisonville City Code and Missouri law. Harrisonville shall be named as an additional insured and/or beneficiary on all insurance policies and bonds.

SECTION X

Termination And Suspension

1. Harrisonville may terminate this Contract, with or without cause, upon two (2) days written notice to Contractor. In the event Harrisonville terminates this Contract without cause, Contractor shall be entitled to compensation only for the work performed by Contractor and accepted by Harrisonville, up to and including the date of termination. Harrisonville agrees that acceptance of such services shall not be unreasonably withheld. Further, in the event Harrisonville so terminates this Contract without cause, Harrisonville agrees to pay for services, materials and supplies ordered prior to the date of termination by Contractor, for use in connection with the Project, and necessary for the reasonable discharge of Contractor's responsibilities under this Contract. In the event Harrisonville terminates this Contract for cause, Contractor shall be liable to Harrisonville for all costs and damages incurred by Harrisonville as a result of Contractor's acts, omissions, fault, negligence, errors or breach of contract, including attorney's fees and the costs of correcting and/or completing the work required by this Contract. After all such damages have been paid, Contractor shall be entitled to the amount, if any, remaining due to Contractor (after deducting such damages) for any work performed by Contractor up to and including the date of such termination. If such costs exceed the unpaid balance due to Contractor, Contractor shall be liable to Harrisonville for the difference. As used in this paragraph, "cause" shall mean any breach of this Contract or any negligent or wrongful act or omission of Contractor a termination for cause that is later deemed to be invalid shall be treated as a termination without cause under this paragraph, and Contractor's remedies in the event of any termination of this Contract for any reason shall be limited to the damages allowed by this paragraph.

2. This Contract may be terminated by Contractor only if Harrisonville fails to make payment to Contractor, within thirty (30) days after such payment is due, for Work performed by Contractor in accordance with this Contract and accepted by Harrisonville. In such event, Contractor may, upon ten (10) days' written notice to Harrisonville, terminate the performance of Work under this Contract. Unless such payment is thereafter received by Contractor within ____ () days, the termination shall take effect without further notice to Harrisonville. Contractor's sole and exclusive rights in the event of such termination shall be those set forth in paragraph 1 of this Section, and Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of or under this Contract by virtue of such termination or suspension.

3. In the event any lien or claim should be asserted against Harrisonville or attach to the Project on account of Contractor's failure to pay or ensure payment to any party performing services or work hereunder, Contractor promptly (within ten (10) days after request by Harrisonville) shall take such actions as may be necessary to remove the lien or demand and shall be responsible for (and shall indemnify and hold Harrisonville harmless from) all costs, expenses and damages (including reasonable attorney's fees) incurred by Harrisonville as a result of such lien or claim.

4. Payment by Harrisonville to Contractor of any monies pursuant to this Section shall not constitute a waiver of any remedies which Harrisonville may otherwise have against Contractor for any failure of Contractor to perform in accordance with this Contract.

SECTION XI

Miscellaneous

1. All drawings, specifications and other documents prepared by or on behalf of Harrisonville through which the Work to be executed by Contractor is described are the property of Harrisonville and shall not be used by any person other than Harrisonville on projects other than the Project unless expressly authorized in writing by Harrisonville. Contractor may retain one record set of these documents.

2. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction industry meanings are used in accordance with those meanings, unless otherwise defined herein or other context clearly indicates a different meaning.

3. This Contract constitutes the complete and integrated agreement between Harrisonville and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Contract may be amended or modified only by a written document signed by Harrisonville and Contractor. This Contract, all business transacted hereunder, and the legal relations between Contractor and Harrisonville shall be governed and construed solely in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date first written above.

OWNER:
THE CITY OF HARRISONVILLE, MISSOURI
 a Missouri municipality

By _____

Name: _____

Title: Mayor

CONTRACTOR:
BURNS & MCDONNELL
 a Missouri corporation

By: _____

Name: _____

Title: _____

CAS CONSTRUCTORS LLC

By: _____

Name: _____

Title: _____

Attachment: Harrisonville-BurnsMac-CAS Contract (00027684) (2135 : DIGESTER REPAIR CONTRACT)

**EXHIBIT 1
PROJECT CONCEPT**

Attachment: Harrisonville-BurnsMac-CAS Contract (00027684) (2135 : DIGESTER REPAIR CONTRACT)

EXHIBIT 2 ACKNOWLEDGMENT

This Acknowledgment of Third Party Beneficiary is executed this _____ day of _____, 2016 by _____ ("Subcontractor"), retained by Burns & McDonnell ("Contractor") to perform certain work and services for Contractor for the design and/or construction of a single-family dwelling on certain real estate in the City of _____ and County of _____, State of Missouri (the "Project"). In consideration of the contract between Contractor and Subcontractor (the "Subcontract"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees as follows:

1. Subcontractor acknowledges and agrees that Subcontractor is responsible to complete the design and/or construction work required by the Subcontract in accordance with the terms thereof, in accordance with the plans and specifications for the Project, in a manner consistent with applicable standards of professional skill, care and diligence and in compliance with all applicable codes, ordinances and laws.

2. Subcontractor acknowledges that the Project is being performed for the benefit of The City of Harrisonville, Missouri ("Harrisonville") and _____ ("Owner"). In addition, Subcontractor hereby acknowledges and agrees that Harrisonville and Owner are expressly intended third-party beneficiaries of the Subcontract. Subcontractor agrees that Harrisonville' and Owner's status as intended third-party beneficiary does not constitute or create a contractual relationship between Owner or Harrisonville and Subcontractor and does not allow Subcontractor to enforce the Subcontract directly against either Harrisonville or Owner. However, Subcontractor agrees that as an intended third-party beneficiary, Harrisonville and Owner shall have the right to enforce the terms of the Subcontract directly against Subcontractor, without accepting any assignment of the Subcontract, and that in such event Owner shall be entitled to full and direct performance from Subcontractor of the Subcontract and all warranties provided therein. Specifically, in this regard, Subcontractor acknowledges and agrees that it shall be directly and fully responsible to Harrisonville and Owner for the work and services provided by Subcontractor on the Project and for all non-conformities, defects or deficiencies in such work and services provided by Subcontractor for the Project. In addition, Subcontractor hereby agrees that all indemnities and insurance coverages procured by Subcontractor under the Subcontract shall include and run to the benefit of Harrisonville and Owner and their respective agents, employees, officers and servants.

SUBCONTRACTOR:

By: _____
 Name: _____
 Title: _____

Attachment: Harrisonville-BurnsMac-CAS Contract (00027684) (2135 : DIGESTER REPAIR CONTRACT)



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: February 26, 2016
SUBJECT: 2016 WATER RATES

Type of Item: *Approval*

At the February 23rd Board of Aldermen work session staff discussed the water rates necessary to satisfy SRF. SRF's initial direction to staff was the rates must be adequate, suggested a methodology to include Billing & Collection, Administration and Debt Service in the minimum or base rate. After the staff report had been completed and submitted, SRF Unit Chief Darlene Groner contacted staff and indicated she would not submit anything less than applying 75% of the billing & Collection, administration and debt service to the minimum charge. A minimum rate of \$17.28 and \$8.07/1000 gallon volume charge was required.

The Board was not satisfied with a verbal request and ask staff to verify her request by email. Ms. Groner approached her Director with her recommendations and the City Model Rate Structure recommended by the city, of \$13.89 as a minimal charge and \$8.71/1000 gallons as the volume charge. The Director reviewed both structures and determined the City Rate Structure would be adequate. Ms. Groner's email to staff is below providing concurrence of our minimum rate of \$17.28 and \$8.07/1000 gallon volume charge.

"From: Groner, Darleen [<mailto:darleen.groner@dnr.mo.gov>]

Sent: Thursday, February 25, 2016 4:00 PM

To: Jerry Gibbs <jgibbs@ci.harrisonville.mo.us>; Koenig, Ted <ted.koenig@dnr.mo.gov>

Cc: Eric Patterson <epatterson@ci.harrisonville.mo.us>; Graessle, Nathan <Nathan.Graessle@dnr.mo.gov>

Subject: RE: DWSRF Rate Model 75-25 2-23-16.xls

Jerry,

Thank you for the e-mail below. Ted and I discussed your two different rate structures with our management and we will be comfortable with the city's proposed user rate of \$8.71 volume charge and \$13.89 minimum charge.

As discussed on the phone, we normally request all billing and administration costs including debt to be billed in the minimum charge, at a minimum, we do not go below 75% and 25% split between minimum and volume charge respectively. After further review it was determine that the user charge included very conservative numbers in the methodology including a debt service coverage of \$52,423 and conservative water usage values and you did clarify that all billing is now in the minimum charge.

Please proceed with advertising your meetings and hearing as outlined below as soon as possible. We cannot approve plans and specifications until the environmental hearing is complete and the Finding of no Significant Impact is issued and allow a 30 day comment period.

-Hold two public meetings to discuss the following: 1) the scope, need, and alternatives considered for the project; and 2) the proposed impact of the project on user rates.

-Provide a transcript, recording, or other complete record of the meetings and a list of attendees to the Department of Natural Resources.

-Hold one public hearing on the expected environmental impact as result of the proposed project if an Environmental Information Document is required.

-Provide a verbatim transcript of the hearing and a list of attendees to the Department of Natural Resources.

-Provide to the Department of Natural Resources proof that advertisement and notification of the meetings and hearing preceded the meetings and hearing by 30 days.

I believe Nathan has received the plans and specifications and he and Ted plan to provide comments as soon as possible. Let me know if you have any questions.

Darleen Groner, P.E.

Drinking Water Unit Chief

Water Protection Program

Financial Assistance Center

(573) 751-3259

darleen.groner@dnr.mo.gov <mailto:darleen.groner@dnr.mo.gov> ”

Recommendation - SRF has concurred with the proposed minimum charge of \$13.89 for the first 1000 gallons and a corresponding volume charge of \$8.71 per 1000 gallons. Staff is recommending 1st reading of the ordinance to adopt the proposed water rates. The city has been authorized to proceed with advertising for the two public meetings and one public hearing. The notice is attached to the staff report. Dates and time need to be established. Letters of Support for our rehabilitation project will be requested from State Senator Emery and State Representative Pfautsch.

Council Bill No. 023**Ordinance No.****AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460, BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES.**

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

Section 1: That the following described water rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.460 A., Rates Adopted, by the deletion of the old rates and the adoption of the following new rates. All other portions of this Section not set out herein shall remain unchanged.

Section 700.460: Water Rates

1. Commercial.

- a. For the first 1,000 gallons a rate of \$13.89
- b. For all in excess of 1,000 gallons a rate of \$ 0.8710 per 100 gallons or fraction thereof.

2. Residential.

- a. For the first 1,000 gallons a rate of \$13.89
- b. For all in excess of 1,000 gallons a rate of \$ 0.8710 per 100 gallons or fraction thereof.

Section 2: That this ordinance shall become effective for all billings due on or after June 1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. (Date of second reading to be determined.)

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor on _____

Model Drinking Water User Charge Methodology

Appendix A to User Charge System

This appendix presents the methodology to be used in calculating user charge rates and illustrates the calculations followed in arriving at the first year's user charges. The unit costs established in this appendix are based on estimates of expenses. The actual expenses that occur may differ from these estimates and certainly they will change as time passes. Therefore, the unit cost must be reestablished whenever necessary to reflect actual expenses. Once the system is in use, the expenses can be determined from operating records and the unit costs can be adjusted based on these figures. By using the total water metered to customers as a bases for setting the rate, the cost of water loss is distributed even among users.

1. Expenses: The total annual expenses associated with the treatment works, as defined in article II, Section 8, are estimated as follows:

<u>Item</u>	<u>Annual Expense</u>
Billing and Collection	\$ 69,382.25
Administration	\$ 388,717.75
Debt Service-SRF 2016 Loan	\$ 533,289.00
Financial Audit	
Power/Contractual Service	\$ 269,846.00
Labor (including fringe benefits)	\$ 691,046.00
Material Costs	
Replacement Costs (from Appendix C)	\$ 527,302.00
Chemicals/Commodities	\$ 249,527.00
Capital Outlay	\$ 36,315.00
Lake Harrisonville Watershed Protection	\$ 50,000.00
Other Charges	\$ 33,968.00
Debt Service Coverage	\$ 52,423.00
Other (specify)	\$ -
Other (specify)	\$ -
Total Expenses	\$ 2,901,816.00
<u>Revenues Received from Other Sources</u>	
Dedicated Capital Improvement Sales Tax Revenue	\$ -
Other Revenue Fix Fee (Water Tower Cellular Lease)	\$ 53,880.00
Other Revenue (Tap & Connection Fee)	
Total Revenues form Other Sources:	\$ 53,880.00
Total Expenses to be Derived from User Charges:	\$ 2,847,936.00

2. Allocation of Expenses: The total operation and maintenance, including replacement expenses, is allocated in the following manner:

<u>Minimum</u>	<u>Volume</u>
Billing and Collection	\$ 69,382.25
Administration	\$ 112,526.75
Debt Service*	\$ 533,289.00
Financial Audit	\$ -
Anticipated Debt Service	\$ -
Other (specify)	\$ -
Capital Improvement Sales Tax	\$ -
Other Revenue Fix Fee (specify)	\$ (53,880.00)
Total	\$ 661,318.00
Power	\$ 269,846.00
Labor (including fringe benefits)	\$ 691,046.00
DS Coverage	\$ 52,423.00
Replacement (see Appendix C)	\$ 527,302.00
Chemicals	\$ 249,527.00
Capital Outlay	\$ 36,315.00
Lake Harrisonville Watershed	\$ 50,000.00
Distributuion Capital	\$ 33,968.00
Administration	\$ 276,191.00
Total	\$ 2,186,618.00

* Note: The amount of debt service collected in the minimum bill is reduced by the revenues derived from the dedicated Capital Improvement Sales Tax.

Attachment: City Format Rate Model 1-24-16 (2130 : 2016 WATER RATES)



Model Drinking Water User Charge Methodology

3. Annual Metered Water, Billing and, Connection Information

Total water metered to customers	298,704,000	Gallons Per Year
Number of billing periods	12	
Number of Service Connections	3,969	
Flow in Minimum Charge	1,000	Gallons per Month
Flow in Volume Charge	251076000	

4. Volume Charge

Volume Unit Charge	=	$\frac{\text{Annual cost allocated to volume}}{\text{Total water metered to customers}}$
	=	$\frac{\$ 2,186,618.00}{251,076,000}$ N/A
	=	$\$ 0.008709$ per gallon (City's adopted volume charge)
	=	$\$ 8.710000$ per 1000 gallons (rounded up)

5. Minimum Charge

Minimum Charge	=	Annual cost allocated to minimum/Number of service connections/Number of billing periods
	=	$\$ 13.89$

6. Example User Charge

Assume 4,000 gallons used.

User Charge	=	Minimum Charge + [(Gallons Used/1,000) x Volume Charge per 1,000 gallons]
	=	$\$13.89 + [(4,000-1,000/1,000) \times \$8.71]$
	=	$\$ 40.02$ per month

Are rates sufficient?

Annual revenues generated from Minimum Charge	=	Minimum Charge per billing period x Number of Billing Periods x Number of Connections
Annual revenues generated from Minimum Charge	=	$\$13.89 \times 12 \times 3,969$
Annual revenues generated from Minimum Charge	=	$\$ 661,318.00$
Annual revenues generated from Residential Unit Charge	=	Volume Charge x Total Annual Flow in 1000 gallons
Annual revenues generated from Residential Unit Charge	=	$\$8.71 \times 251,076,000/1,000$
Annual revenues generated from Residential Unit Charge	=	$\$ 2,186,871.96$
Total Annual Revenues	=	Annual revenues generated from Minimum Charge + Annual revenues generated from Residential Unit Charge
Total Annual Revenues	=	$\$661,318.00 + \$2,186,871.96$
Total Annual Revenues	=	$\$ 2,848,189.96$
Budget Surplus/(Deficit)	=	Total Annual Revenues - Total Expenses to be Derived From User Charges
Budget Surplus/(Deficit)	=	$\$2,848,189.96 - \$2,847,936.00$
Budget Surplus/(Deficit)	=	$\$253.96$



CITY OF HARRISONVILLE

Notice of Public Meetings and Public Hearing

City of Harrisonville is holding two public meetings and one public hearing related to drinking water system improvements proposed by the City of Harrisonville which may be funded through the Missouri Department of Natural Resources State Revolving Loan Fund (SRF) program and/or other programs. The purpose of the public meetings will be to receive comments and views of interested persons on the project's facility plan related to the proposed improvements and to discuss the impact of the project on user rates. One Public Hearing will be subsequently held to discuss the environmental impact of the proposed improvements. The Public Meeting for the facility plan will be held on **DATE TBD** at **TIME TBD** local time in **City Hall** located at **300 E Pearl Street, Harrisonville, MO**. The User Charge Public Meeting and Environmental Public Hearing will be held consecutively following completion of the Facility Plan Public Meeting at the same location. The public is invited to attend and may ask questions. For additional information please contact Jerry W. Gibbs at **816-380-8964**. Written comments will be entered into the hearing record if received within seven (7) days after the date of the hearing.



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Supervisor
DATE: March 2, 2016
SUBJECT: Sewer Rates Ordinance

Type of Item: *Approval***INTRODUCTION**

The purpose of this memo is to recommend approval of sewer service rates for the remainder of Fiscal Year 2016. The increase will provide for sewer service needs, debt and projects identified for the system.

DISCUSSION

As you may know, sewer services are provided for solely by user rates. User rates provide for operation, maintenance, improvement, expansion, and debt service of the systems. An annual review of the service is complete to identify specific needs of that service. Additionally, the Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MDNR) are continually changing the rules and requirements. The City has the responsibility for making sure the system continually meets changes or has plans to make the changes required to meet requirements. One change that you may be aware of is the requirements to provide disinfection of wastewater using Ultra Violet (UV) technology. This example is included in the projected future needs of the wastewater system.

Staff uses a rate tool to project changes in user rates. A complete update was made in the history data populated in the tool last fall and was presented at that time. Additionally, staff reviewed the capital project needs based on planned projects and projected growth. Currently, the addition of the repairs to the digester at the wastewater treatment plant is under review. This project will be presented to the Board to authorize the contract for repair.

Sewer rates increased in 2014 and 2015 based on increases in operation and planned system improvements and to provide for current and future debt payments. Debt associated with user rates requires a coverage limit to meet annually. That coverage limit is typically at least 110%.

That means operating revenue generated has to provide 100% of the operation expenses and debt payments for each year plus 10% to be used for improvements and expansion.

The debt issuance also requires a reserve balance that typically equals to the last principal payment. Debt service includes yearly principal and interest payments. Current City policy is also to maintain an operating reserve balance. Both of these reserves are held in the projected ending fund balances.

The proposed increase in 2016 rates will continue to provide for the system operation, debt and improvements. The recommended increase in the 2016 rate is 1%. This is a \$0.10 increase in the base rate and a \$0.01 increase per gallon of water used over 1000 gallons. This increase is less than originally presented based on the updated history and assumptions in the rate calculation tool.

Rates will continue to be reviewed annually as part of the budget process and as needs for the system are identified. Capital needs identified over the next 5 years are projected to be paid with existing and future revenue generated without additional debt issuance.

RECOMMENDATION/ACTION REQUESTED

Staff recommends approval of the ordinance presented to increase sewer rates.

Council Bill No. 024**Ordinance No.****AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE CHAPTER 700, SECTION 400.480 BY ESTABLISHING NEW RATES FOR SEWER SERVICES.**

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

Section 1: That the following described sewer rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.480 B, Basic Sewer Service Charge, by the deletion of the old rates and the adoption of the following new rates. All other portions of this section not set out herein shall remain unchanged.

1. Commercial:
 - a. \$10.55 for the first 1,000 gallons
 - b. For all in excess of 1,000 gallons \$0.690 per 100 gal.
2. Residential:
 - a. \$10.55 for the first 1,000 gallons
 - b. For all in excess of 1,000 gallons \$0.690 per 100 gal.

Section 2: That this ordinance shall become effective for all billings due on or after April 1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. Read for the second time by title only on the _____ day of March 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this _____ day of March 2016



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Supervisor
DATE: March 2, 2016
SUBJECT: Refuse Rate Ordinance

Type of Item: *Approval***INTRODUCTION**

The purpose of this memo is to recommend approval of refuse service rates for the remainder of Fiscal Year 2016. The increase will provide for refuse services including residential pick up, household hazardous waste, and city wide cleanup included in the 2016 budget.

DISCUSSION

Like water and sewer services, refuse service is provided for solely by user rates. User rates provide for residential pickup, household hazardous waste, city wide cleanup, and administration of the service.

Solid waste collection is provided to the City through a private contract with a disposal collection company. In recent years this service has been provided by the local service, Town & Country. Fall of 2015 Town and Country sold to Waste Corporation of America (WCA). WCA has honored the existing contract between Town and Country and the City of Harrisonville. This contract has "one-year renewal periods, at City's option, subject to the same contractual terms and conditions so long as the rate per residential account per month is not greater than \$10.80." This means that the contract for 2016 will renew for 2017 as long as the \$10.80 per residential pickup remains the cost.

Each year the budget is developed based upon the average number of users to provide the revenue needed to fund the disposal contract, household hazardous waste contract and for 2016, the city wide cleanup along with the administration of the service. The 2016 budget projects an increase in fund balance of \$6,135. However, this increase was based on a \$0.25 increase in the monthly service. The justification for this increase was to fund the \$10,000 projected cost of the City wide clean up that has been funded by General Fund in past years.

The proposed increase before you tonight is only \$0.16 per month, under \$2 per year. This increase will provide approximately \$530 in additional monthly revenue based on the current number of customers. The proposed change in fund balance will be an increase of \$2,809 instead of the budgeted \$6,135. This will still not allow the refuse fund to meet the two months of operating cash reserve as outlined in policy.

Because the refuse fund is basically a pass through fund, the cash balance has not been a challenge.

RECOMMENDATION/ACTION REQUESTED

Staff recommends approval of the ordinance presented to increase refuse rates.

Council Bill No. 025**Ordinance No.****AN ORDINANCE OF THE CITY OF HARRISONVILLE ESTABLISHING A
NEW RATE FOR RESIDENTIAL SOLID WASTE COLLECTION.**

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

Section 1: That the following described solid waste collection rate is hereby adopted:

Residential: For each dwelling unit, a charge of \$12.65 per month.

(See Harrisonville City code, Chapter 240 for applicability and authority.)

Section 2: That this ordinance shall become effective for all billings due on or after April
1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. Read for the second time by
title only on the _____ day of March 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this _____ day of March 2016



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Supervisor
DATE: March 2, 2016
SUBJECT: FY 2016 Budget Amendment

Type of Item: *Approval*

SUBJECT: Fiscal Year 2016 Budget Amendment #1
Re-Appropriations/Encumbrances

Each year, processes are completed and entries are made to close the Fiscal Year. The Fiscal Year 2015 year-end numbers for revenue and expenditures have been reviewed by fund. There are steps to complete that will impact the Fiscal Year 2016 Budget. Included are encumbrances that are defined as open Purchase Orders, an amount designated to complete a task, purchase or ongoing project. Additionally, there were items included in the Fiscal Year 2015 budget that were not completed. Money was collected for a specific purpose, such as safety or donations that were not spent during the 2015 fiscal year. These are referenced as re-appropriations. Lastly, items that have been identified recently include an increase in the estimated cost of the state audit, repairs to the police facility and request for a new roof on City Hall. These were not included in the 2016 Budget and need to be complete. They are identified as a new appropriation request.

Department directors submitted requests for re-appropriations and new appropriations for review. They included justifications and outlined plans to complete the requests. The tables on the following page reflect Fiscal Year 2015 projected year-end fund balances, the adopted 2016 budget with original 2015 budgeted fund balances and lastly the proposed amended 2016 budget for re-appropriations and encumbrances using the unaudited 2015 ending fund balances. Remember these are unaudited ending balances. I know some of the audit entries include adjustments to write-offs for ambulance, electric, and cwss. The audit entries will affect the ending 2015 ending balances.

FISCAL YEAR 2015 PROJECTED ENDING FUND BALANCE UNAUDITED				
FUND	2015 Beginning Fund	2015 Unaudited Revenue	2015 Unaudited Expense	2015 Projected Fund Balance
General	5,083,745	8,131,716	7,726,765	5,488,696
Electric	3,648,865	11,678,710	12,054,820	3,272,754
CWSS	4,599,182	6,500,571	5,145,540	5,954,213
Park	66,074	516,022	490,674	91,422
Community Center	110,060	1,142,846	1,152,461	100,445
Emergency Services	(306,023)	3,651,779	3,072,933	272,823

FISCAL YEAR 2016 ADOPTED BUDGET

	2016 Beginning Fund	2016 Budgeted Revenue	2016 Budgeted Expense	2016 Projected Fund Balance
FUND	Balance	Revenue	Expense	Balance
General	3,775,398	7,917,238	8,127,323	3,565,313
Electric	2,615,188	12,775,280	12,898,327	2,492,141
CWSS	4,064,536	13,612,330	12,384,518	5,292,348
Park	82,164	502,525	552,523	32,166
Community Center	190,255	1,120,590	1,183,019	127,826
Emergency Services	12,927	3,579,330	3,578,021	14,236

FISCAL YEAR 2016 PROPOSED AMENDMENT

	2016 Unaudited Beginning Fund	2016 Budgeted Revenue	2016 Amendment Request	2016 Projected Fund Balance
FUND	Balance	Revenue	Request	Balance
General	5,488,696	7,917,238	9,078,543	4,327,390
Electric	3,272,754	12,775,280	13,069,523	2,978,511
CWSS	5,954,213	13,612,330	13,593,837	5,972,706
Park	91,422	502,525	552,980	40,967
Community Center	100,445	1,120,590	1,183,569	37,466
Emergency Services	272,823	3,579,330	3,580,866	271,287

Recommendation is to amend the Fiscal Year 2016 Budget to include the 2015 remaining encumbrances, requested re-appropriations and new appropriations. The following detail outlines the projections by fund. Attached is a schedule of actual encumbrances, requests for re-appropriation, and new appropriation by account number.

GENERAL FUND

General Fund is the operating fund for the City. The 2015 Budget projected a decrease in Fund Balance by \$1,308,347. The unaudited 2015 change in Fund Balance is actually an increase of \$404,951. The actual change in Fund Balance will be reflected in the audit report after annual financial audit is complete.

Revenues for 2015 exceeded budget by \$350,702. One major contributor was the telecom settlement that was received in 2015. The telecom franchise revenue for 2015 was over budget by \$372,000. Additionally, expenditures including encumbrances were under budget by \$1,151,520. Remember these are unaudited ending balances. They will change with audit entries.

Encumbrances for General Fund total \$211,076.29, which is mostly Capital Projects. This amount is included in the recommended amendment.

The following table summarizes the projected ending fund balance for General Fund compared to budget.

2015	Budget	Unaudited Actual	Difference over(under)
Beginning Fund Balance	5,083,745	5,083,745	-
Revenue	7,781,014	8,131,716	350,702
Expenditure	9,089,361	7,726,765	(1,362,596)
Projected Ending Balance	3,775,398	5,488,696	1,713,298

2016	Budget	Amendment	Difference over(under)
Beginning Fund Balance	3,775,398	5,488,696	1,713,298
Revenue	7,917,238	7,917,238	-
Expenditure	8,127,323	9,078,543	951,220
Projected Ending Balance	3,565,313	4,327,390	762,077

Note the budget projected ending fund balance for 2016 is significantly lower than the projected ending fund balance with the amendment for 2016. Again this is before any of the 2015 audit entries. So because the 2015 unaudited change in fund balance is an increase the effect for amended 2016 is still an increase compared to 2016 budget.

New appropriation requests are items that have been identified as needs or revisions after the budget development and adoption. The 2016 request for new appropriations are:

1. Increase in the state audit estimate in the amount of \$20,000. When the State Auditors met with staff to review processes the amount shared as an estimated cost is \$40,000 to \$60,000. The 2016 budget only appropriated \$40,000 for this project. Therefore the request for the additional to insure there is sufficient funding for the project to cost \$60,000.
2. Repair to the Police Facility in the amount of \$35,000. Chief Hofer has stated "The exterior archway on the entrance to the police department is starting to fail and is in need of repair. The brick did not seal allowing water to penetrate inbetween the brick and settle behind the brick. This settled water freezes causing the damage. At this point no brick has fallen off the building but there are some areas that appear to be close. When this starts to happen it will become very dangerous for anyone passing under the archway. This is the only public access point to the building.

Eric Patterson and I have consulted with a Mason (bricklayer) for guidance. This Mason feels that the archway can be repaired for between \$30,000 and \$35,000 but stated that it is difficult to estimate the damage under the brick. He feels that the best fix for the archway will be to tear it down, replace the wood support system with concrete board and then rebuild the structure.

The warranty on the building has expired and the General Contractor is no longer in business so I'm not sure if the City would have any recourse against the builders."

3. New roof for City Hall in the amount of \$73,735. The City Hall roof has several leaks. This creates an opportunity for mold and mold becomes a health issue for staff in the building and for citizens that come into the building. Additionally, water damage creates need to make additional repairs to the structure and damages the integrity of the building itself. Staff has asked contractors to take a look at the building and provide an estimate to re-roof.

Historically City Hall has gone through many evolutions as roles and staffing has increased. The City has traditionally taken a deferred maintenance path for much of the structure, including the roof and guttering. As it stands

currently, issues with the roof have manifested to the point of needing repair or replacement. Minor water leakage into the structure has been constant for the last decade. The disrepair of the guttering has caused deterioration/rot of the coping and fascia, additionally it has also caused major issues with the parging (stucco) covering the brick. Large portions have fallen from the building and both brick and mortar course has been failing.

The city is tasked with the upkeep of their facilities. If maintenance is delayed for a longer period, it leads to a larger expense for the appropriate repair/replacement of the facility.

To continue utilizing the current facility, staff recommends fixing the problems correctly. In this case, removal of the existing (out of date and any warranty) roof covering, repair of damaged substrate, repair of all coping and fascia, new roof covering (suggest an EPDM or TPO membrane), and new guttering and downspouts. This repair/improvement will help extend the life of the structure for a number of years.

The request for new appropriation uses less than half of the one-time increase in revenue from the telecom settlement. These items include repairs to the Police Facility, City Hall roof and an increase in the State Audit. All the encumbrances and re-appropriation items were included in the 2015 budget and are carryover projects such as safety, training, and donation expenditures.

General Fund summary: Encumbrances - \$211,075
 Re-appropriation - \$611,410
 New Appropriations - \$128,735

ELECTRIC FUND

Electric Fund revenue for 2015 was below budget by \$1,129,288. This is nearly 10% less than what was budgeted and is primarily due to the abnormal weather conditions. Expenses including encumbrance for 2015 were also below budget by \$1,927,658. In budget comparison this is good, however expenses exceed revenue by \$376,111.

The requested amendment for Electric is for encumbrances and re-appropriation in the amount of \$171,196. This will increase expenses for the 2016 budget to \$13,069,523. Based on budget it will reduce reserves an additional \$171,196.

The ending Electric Fund Balance is projected to be \$2,978,511 based on the requested 2016 amendment. This amount is projected to be greater than the adopted budget by \$486,370 because the projected ending fund balance for 2015 is greater than what was budgeted. The table on the following page outlines the adopted budgets for 2015 and 2016, projected ending balances based on unaudited actuals for 2015.

2015	Budget	Unaudited Actual	Difference over(under)
Beginning Fund Balance	3,648,865	3,648,865	-
Revenue	12,807,998	11,678,710	(1,129,288)
Expenditure	14,051,675	12,054,820	(1,996,855)
Projected Ending Balance	2,405,188	3,272,754	867,566

2016	Budget	Amendment	Difference over(under)
Beginning Fund Balance	2,615,188	3,272,754	657,566
Revenue	12,775,280	12,775,280	-
Expenditure	12,898,327	13,069,523	171,196
Projected Ending Balance	2,492,141	2,978,511	486,370

Electric Fund summary: Encumbrances - \$69,196
 Re-appropriation - \$102,000

CWSS FUND

CWSS Fund revenue for 2015 was below budget by \$156,416, less than 3% of budget. Expenses for 2015 were also under budget by \$20,605, this includes encumbrances for planned purchases and projects. Revenue exceeded expense for 2015 by \$1,355,031 before audit adjusting entries Expenses including encumbrances exceeded revenue for 2015 by \$670,457.

The requested amendment for CWSS is for encumbrances and re-appropriation in the amount of \$1,209,319.

The ending CWSS Fund Balance is projected to be \$5,972,706 based on the requested 2016 amendment. This amount is projected to be greater than the adopted 2016 budget by \$680,358 because the projected 2105 ending fund balance is greater than what was expected. The table on the following page outlines the adopted budgets for 2015 and 2016, projected ending balances based on unaudited actuals for 2015.

2015	Budget	Unaudited Actual	Difference over(under)
Beginning Fund Balance	4,599,182	4,599,182	-
Revenue	6,656,987	6,500,571	(156,416)
Expenditure	7,191,633	5,145,540	(2,046,093)
Projected Ending Balance	4,064,536	5,954,213	1,889,677

2016	Budget	Amendment	Difference over(under)
Beginning Fund Balance	4,064,536	5,954,213	1,889,677
Revenue	13,612,330	13,612,330	-
Expenditure	12,384,518	13,593,837	1,209,319
Projected Ending Balance	5,292,348	5,972,706	680,358

CWSS Fund summary: Encumbrances - \$929,519
 Re-appropriation - \$279,800

PARK FUND

Park Fund revenue for 2015 was greater than budget by \$4,622. Expenditures including encumbrances were under budget by \$4,180. Revenue exceeded expenditures by \$25,347.99

Requested amendment for Park is only for encumbrances in the amount of \$457.

The Park Fund Balance is projected to be \$40,967 based on the requested 2016 amendment. This amount is projected to be greater than the adopted budget by \$8,801. The following table outlines the adopted budgets for 2015 and 2016, projected ending balances based on unaudited actuals for 2015.

2015	Budget	Unaudited Actual	Difference over(under)
Beginning Fund Balance	66,074	66,074	-
Revenue	511,400	516,022	4,622
Expenditure	495,310	490,674	(4,636)
Projected Ending Balance	82,164	91,422	9,258

2016	Budget	Amendment	Difference over(under)
Beginning Fund Balance	82,164	91,422	9,258
Revenue	502,525	502,525	-
Expenditure	552,523	552,980	457
Projected Ending Balance	32,166	40,967	8,801

Park Fund summary: Encumbrances - \$457

COMMUNITY CENTER FUND

Community Center Fund revenue for 2015 did not meet budget by over \$88,359, over 7% under budget. Growth for 2015 did not meet expectations, however annual memberships did maintain a current level. Daily passes are hard to project even when using basic averages from past years. The Community Center lost several opportunities for room rental because of a lightning strike taking out the audio/visual components used in rentals. Additionally, participation in recreational program was down resulting in less revenue generation.

Expenditures including encumbrances for 2015 was over budget by about \$2,000. Recreational programs have a base cost to facilitate and is not solely based upon participant levels. Community Center staff will continue to evaluate these programs in order to produce a more cost recovery method of administering these programs. Expenditures exceeded revenue by \$9,615, using the available balance in the fund.

Requested amendment for the Community Center is only for encumbrances in the amount of \$550.

The Community Center Fund ending fund balance is projected to be \$37,466 based on the requested 2016 amendment. This amount is projected to be less than the adopted budget by \$90,360 because of the reduction in fund balance from 2015. The following

table outlines the adopted budgets for 2015 and 2016, projected ending balances based on unaudited actuals for 2015.

2015	Budget	Unaudited Actual	Difference over(under)
Beginning Fund Balance	110,060	110,060	-
Revenue	1,231,205	1,142,846	(88,359)
Expenditure	1,151,010	1,152,461	1,451
Projected Ending Balance	190,255	100,445	(89,810)

2016	Budget	Amendment	Difference over(under)
Beginning Fund Balance	190,255	100,445	(89,810)
Revenue	1,120,590	1,120,590	-
Expenditure	1,183,019	1,183,569	550
Projected Ending Balance	127,826	37,466	(90,360)

Community Center Fund summary: Encumbrances - \$550

EMERGENCY SERVICES FUND

Emergency Services Fund revenue for 2015 exceeded budget by about \$12,600. Expenditures including encumbrances were under budget by \$244,452. Revenue exceeded budget by \$578,846 for 2015.

Requested amendment for Emergency Services is only for encumbrances in the amount of \$2,845.

The Emergency Services Fund ending fund balance is projected to be \$271,287 based on the requested 2016 amendment and the unaudited 2015 ending balance. This amount is significantly higher than the projection because the audit entries have not been completed at this time. The following table outlines the adopted budgets for 2015 and 2016, projected ending balances based on unaudited actuals for 2015.

2015	Budget	Unaudited Actual	Difference over(under)
Beginning Fund Balance	(306,023)	(306,023)	-
Revenue	3,639,180	3,651,779	12,599
Expenditure	3,320,230	3,072,933	(247,297)
Projected Ending Balance	12,927	272,823	259,896

2016	Budget	Amendment	Difference over(under)
Beginning Fund Balance	12,927	272,823	259,896
Revenue	3,579,330	3,579,330	-
Expenditure	3,578,021	3,580,866	2,845
Projected Ending Balance	14,236	271,287	257,051

Emergency Services Fund summary: Encumbrances - \$2,845

Action Requested/Recommendation

Staff recommends amending the 2016 budget as outlined and presented in the ordinance to roll the 2015 encumbrances, approve requested re-appropriations and new appropriations.

Council Bill No. 026**Ordinance No.**

**AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY
OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1,
2016 THROUGH DECEMBER 31, 2016.**

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

Section 1: That the annual operating budget for the City of Harrisonville, Missouri, for the fiscal year beginning January 1, 2016, and ending on December 31, 2016, a copy of which is appended hereto and made a part hereof, is hereby amended. Maximum amounts to be expended by fund are as follows:

FUND	BUDGETED REVENUE	BUDGETED EXPENDITURES
GENERAL	7,917,238	9,078,543
PARK	502,525	552,980
SALES TAX	976,000	976,000
COMMUNITY CENTER	1,120,590	1,183,569
EMERGENCY SERVICES	3,579,330	3,580,866
DEBT SERVICE	841,265	841,015
REFUSE	508,060	501,925
ELECTRIC	12,775,280	13,069,523
CWSS	13,612,330	13,593,837
AQUATIC CENTER	135,770	160,160
	41,968,388	43,538,418

Section 2: That the City Administrator is hereby authorized to amend the line items of the budget as needed, but in no event shall more funds be expended for any particular fund than that authorized by this budget without prior approval of the Board of Aldermen. In addition, any monies set aside for capital outlays shall not be used for any other purposes without prior approval of the Board of Aldermen.

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

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. Read for the second time by title only on the _____ day of March 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this _____ day of March 2016

Re-Appropriations/Encumbrances

Encumbrance

Re-Appropriation

GENERAL FUND**Adm-Mayor & Board**

01-6-0101-0216	Paperless Agenda Expense	480	
01-6-0101-0216	Remove Old PD Bldg/City Admin Recruitment		33,500
01-6-0101-0413	Public Relations/Text & Email Alerts		1,348

Administration

01-6-0103-0203	ACA Forms	216	
01-6-0103-0207	Credit Tax Charge	(55)	
01-6-0103-0216	INCODE HR Module/Timekeeping		25,400
01-6-0103-0305	Safety Equipment		20,977

Finance-Administration

01-6-0203-207	Travel/Training - IT Staff		6,488
01-6-0203-0216	Business License Module (INCODE)	5,750	
01-6-0203-0216	PCI Compliance/Training		5,000
01-6-0203-0313	Computer Supplies	899	
01-6-0203-0504	Office Furniture	2,684	

Finance-Municipal Court

01-6-0204-0209	Subsistence (Belton Pd & Cass Co Sheriff)	4,000	
01-6-0204-0216	Special Arraignments	650	

Finance-Property Management

01-6-0215-0216	Cintas - Janitorial	132	
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Finance-Utilities

01-6-0230-0216	Tyler Technologies - Outsource Bill Print	4,400	
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Law Enf-Adm & Dispatch

01-6-0310-0211	Server Room Plumbing	500	
01-6-0310-0216	Cintas - Janitorial	164	
01-6-0310-0310	Uniforms/Supplies	861	
01-6-0310-0504	Camera PC/PD Server/Backup/PC New Det	12,393	

Law Enf-Patrol

01-6-0311-0207	Travel/Training - DUI Recoupment Collections		7,686
01-6-0311-0305	Vest Carrier - Body Camera	4,000	
01-6-0311-0310	Ammo	3,285	

Law Enf-Animal Control

01-6-0312-0214	Donation Expenditures		36,899
01-6-0312-0216	Cintas - Janitorial	19	
01-6-0312-0310	Supplies	10	

Community Development

01-6-0608-0203	Classified Ads (KC Star)	2,708	
01-6-0608-0216	Drexel Service Contract	65	
01-6-0608-0216	Demo Old Old Hospital Bldg		90,000

P.W. - Street

01-6-0707-0213	Cintas - Janitorial	296	
01-6-0707-0216	Storm Drain Video/Cintas - Janitorial	2,230	
01-6-0707-0309	Maintenance Supplies	9,522	
01-6-0707-0322	Paint Striping	499	

P.W. - Airport

01-6-0717-0210	Cutting Edge/Fuel Pump Repair	1,397	
01-6-0717-0216	Cintas - Janitorial	37	
01-6-0717-0340	December Equip Lease	30	
01-6-0917-1072	Airport Capital Improvements	59,896	70,293

Re-Appropriations/Encumbrances		Encumbrance	Re-Appropriation	
01-6-0917-1072	Airport Master Plan		29,399	
P.W. - Engineering				
01-6-0718-0216	Lake Overflow/Drivers/Monitors	4,010		
Capital Improvements				
01-6-0907-1036	Striping Program		9,773	
01-6-0936-1073	Morningview Storm Improvements		144,800	
01-6-0936-1075	Ann Terrace Storm Improvements		129,848	
01-6-0938-1003	Sidewalk Curb Program	90,000		
Totals		211,076	611,410	
Total Encumbrance and Re-Appropriations				822,485
New Appropriations				
01-6-0101-0216	State Audit		20,000	
01-6-0310-0502	Building Repairs - Brickwork		35,000	
01-6-0215-0502	Building Repairs - Roof HCH		73,735	
Totals			128,735	
Total encumbrance, re-appropriation, and new appropriations				951,220
ELECTRIC				
07-6-0721-0213	Cintas - Uniforms	172		
07-6-0721-0216	Cintas - Janitorial	38		
07-6-0721-0306	Substation - Basler Relay	1,500		
07-6-0721-0310	Supplies-Asstment Gloves/Newhire	1,020		
07-6-0721-0503	500 KVA Padmount	10,100		
07-6-0735-0213	Cintas - Uniforms	151		
07-6-0735-0310	Westco - Gloves & Supplies	299		
07-6-0990-4013	New Relays for N Substation	4,215	30,000	
07-6-0990-4015	So Transmission/Fiber Proj	35,751		
07-6-0990-4016	Old Ele/Wtr Bldg	950	65,000	
07-6-0990-4017	Fiber Optic Project/Security/Materials/Switches	15,000	7,000	
Totals		69,196	102,000	
Total Encubrance and Re-Appropriations				171,196
CWSS				
08-6-0720-0213	Cintas - Uniforms	96		
08-6-0720-0216	Bowers Survey-LH Survey	36,765		
08-6-0720-0303	Chemicals	23		
08-6-0720-0307	VFD Secondary Basin Motor	1,130		
08-6-0720-0504	Compressor & Install	893		
08-6-0721-0213	Cintas - Uniforms	264		
08-6-0721-0309	3/4 SS insert/supplies	59		
08-6-0721-0310	Locators/Office Supplies	1,920		
08-6-0721-0502	Rock Haven Sewer	28,472		
08-6-0721-0504	Gas Detectors	2,286		
08-6-0728-0213	Cintas - Uniforms	146		
08-6-0728-0216	Pace Analytical Testing	193		
08-6-0728-0504	Waste Water PC	1,295		
08-6-0931-3047	Water Master Plan	11,318	20,200	

Re-Appropriations/Encumbrances		Encumbrance	Re-Appropriation	
08-6-0931-3048	Wtr Treatment Plant	28,222		
08-6-0931-3054	Old Ele/Wtr Bldg	407	29,100	
08-6-0931-3055	Lake Hville Watershed Proj		50,000	
08-6-0931-3056	291 Waterline Relocation	40,000		
08-6-0931-3057	Annual Waterline Replacement	21,769	60,600	
08-6-0931-3058	Water Plant Filter Upgrade	194,438		
08-6-0931-3059	Lake Hville Electric Crossing		118,300	
08-6-0933-3035	Water Treatment Plant Engineering	559,822		
08-6-0990-3053	Old Wtr/Ele Plant Cleanup		1,600	
Totals		929,519	279,800	
Total Encubrance and Re-Appropriations				1,209,319
Park Fund				
11-6-1125-0213	Cintas - Uniforms	73		
11-6-1125-0216	Cintas - Janitorial	75		
11-6-1125-0310	Grass Pad - Mayor's Xmas Tree	309		
Totals		457		
Total Encumbrance and Re-Appropriations				457
Community Center Fund				
15-6-0103-0504	Server Upgrad Migration	400		
15-6-1126-0216	Bounce House Membership	150		
Totals		550		
Total Encumbrance and Re-Appropriations				550
Emergency Services Fund				
16-6-0103-0307	EMA 1 Repair	5		
16-6-0103-0504	Radios	2,840		
Totals		2,845		
Total Encumbrance and Re-Appropriations				2,845