



**THE CITY OF
HARRISONVILLE**
WHERE TRADITION MEETS INNOVATION

**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
AUGUST 7, 2023
6:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jul 17, 2023 6:00 PM**
 - B. Closed Session Minutes - July 17, 2023**
- 5. Agenda Items**
 - A. Council Bill 71: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED, OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED, OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 7, 2023.**
 - B. Council Bill 72: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION COST SHARE AGREEMENT**
 - C. Council Bill 73: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION SIDEWALK IMPROVEMENTS AGREEMENT**

- D. **PUBLIC HEARING: Appl.3PREDEV-23-001 Prelim. Devel Plan for Multi Family and a Senior Living Facility**
 - E. **Council Bill 74: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR MULTI-FAMILY (288 UNITS) AND A SENIOR LIVING FACILITY ON PROPERTY LOCATED AT 1800 E. MECHANIC STREET IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.**
 - F. **HEARING TO CONSIDER THE REVOCATION OF THE EVERYDAY CONOCO (1801 S COMMERCIAL STREET) BUSINESS LICENSE PURSUANT TO HARRISONVILLE MUNICIPAL CODE SECTION 605.090(2)(B)(6) FOR “CONDUCTING OF BUSINESS IN AN UNLAWFUL MANNER SO AS TO CONSTITUTE A BREACH OF THE PEACE OR MENACE TO HEALTH, SAFETY OR GENERAL WELFARE OF THE PUBLIC.**
- 6. **Aldermen and Committee Reports**
 - 7. **Report from the City Administrator**
 - A. **Municipal Court Report for June 2023**
 - B. **Municipal Court Report for July 2023**
 - 8. **Questions from the Media**
 - 9. **Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 4th day of August 2023.

Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT

**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JULY 17, 2023
6:00 PM**

Before the meeting was called to order, City Administrator Brad Ratliff informed the Board that, due to the Mayor attending the meeting virtually and Alderman Mills is unavailable, Alderwoman Marcia Milner would be chairing tonight's meeting.

1. Call to Order

The meeting was called to order at 6:01 PM by Board Member Marcia Milner

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Excused	
Mike Zaring	Harrisonville	Mayor	Remote	
Sandy Franklin	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Remote	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Excused	
Kile Chaney	Harrisonville	Board Member	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Parks and Recreation Grant Purkey, Community Development Director Christina Stanton, Police Chief John Hofer, Economic Development Director Jim Clarke, Electric Superintendent Andy Pollard, Fire Chief Rusty Sullivan, Public Works Director/City Engineer Carl Brooks and Executive Secretary to the City Administrator Theresa West, City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

None.

3. Public Participation

A. Agenda Request - Matt Covington

Mr. Matt Covington of JES DEV Co spoke to the Board about the desire to construct a second phase of the Harrisonville Meadows development.

Covington highlighted the timeline of the potential project during the past year.

Covington clarified that the project was not Section 8 housing but is instead workforce development housing.

Covington requested additional presentation time from the Board.

A motion to approve additional presentation time was made by Alderwoman Franklin, with a second from Alderwoman Reece. The motion carried unanimously.

Covington spoke about the project's commitment to extend Jesi Avenue to connect to Jesi Street.

Covington said that while his firm regrets that other infrastructure improvements in past projects have fallen short, they are committed to putting in their proposed infrastructure and are willing to bond said infrastructure projects.

Covington asked that the Board of Aldermen reject the current ordinance as it reads and said he does not feel that tying the percentage of subsidized housing to the area poverty rate make sense, based upon how the projects are structured.

Covington said if the Board is not willing to reject the current ordinance, would they consider making all senior projects exempt from the ordinance.

Covington thanked the Board for their time.

4. Approval of Minutes**A. Board of Aldermen - Regular Meeting - Jun 20, 2023 6:00 PM**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Sandy Franklin, Board Member
SECONDER:	Kile Chaney, Board Member
AYES:	Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Bill Mills, Gary Davidson

B. Board of Aldermen - Work Session - Jun 20, 2023 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Kile Chaney, Board Member
AYES:	Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Bill Mills, Gary Davidson

5. Agenda Items**A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO CONDUCT THE ANNUAL DESTRUCTION OF RECORDS, IN ACCORDANCE WITH THE STATE OF MISSOURI RECORD RETENTION SCHEDULES.**

Staff report presented by City Clerk Barnett.

Barnett said the records are scheduled to be destroyed on July 31, 2023.

Upon passage, the meeting's chairperson - Alderwoman Milner designated the resolution to be Resolution number 2023-30.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kile Chaney, Board Member
SECONDER: Matt Turner, Board Member
AYES: Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED: Bill Mills, Gary Davidson

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO OPEN A CHECKING ACCOUNT WITH COMMERCE BANK TO HOUSE FUNDS AWARDED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE DEMOLITION OF THE OLD WATER/ELECTRIC BUILDING.

Staff report presented by Director of Administrative Services Smith.

Smith said the account will allow the grant funds to be held separately from the City's General Fund.

Upon passage, the meeting's chairperson - Alderwoman Milner designated the resolution to be Resolution number 2023-31.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Kile Chaney, Board Member
SECONDER: Sandy Franklin, Board Member
AYES: Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED: Bill Mills, Gary Davidson

C. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING A MAXIMUM ALLOWABLE PERCENTAGE OF AFFORDABLE HOUSING UNITS

City Administrator Ratliff reminded the Board of the public comment that was presented by Mr. Covington of JES DEV Co.

City Attorney Felzien said the ordinance would be applied to any new multi-family development with at least 10 units.

Ratliff spoke to the impact the proposed ordinance would have on blighted properties.

Mayor Zaring reminded the Board about recent discussions at the Planning and Zoning Commission meeting regarding the need for additional senior housing for long-term Harrisonville residents.

Zaring spoke to the nationwide need for quality senior housing.

Zaring said he does not see a need for additional subsidized housing in Harrisonville and spoke about the need for increases in single family home ownership.

Upon passage, the meeting's chairperson - Alderwoman Milner designated the ordinance to be Ordinance number 3658.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kile Chaney, Board Member
SECONDER: Sandy Franklin, Board Member
AYES: Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED: Bill Mills, Gary Davidson

6. Aldermen and Committee Reports

Alderman Chaney spoke about the youth week being held by Hope City Church.

Alderwoman Franklin spoke about the recent 10-year anniversary celebration for Love the Harrisonville Square. Franklin also reminded all in attendance about the Block Party to be held on August 12, on the Historic Harrisonville Square. Franklin said she enjoyed the 4th of July celebration in City Park, and thanked members of City staff for their hard work during the event. Franklin also provided several other updates from the July Park Board meeting.

Alderwoman Milner thanked Parks and Recreation staff for a wonderful fireworks display during the 4th of July celebration.

Alderman Turner also thanked City staff for their efforts during the 4th of July celebration. Turner thanked the Electric Department for their quick response during the thunderstorms last week.

Alderwoman Reece also thanked the Electric Department staff for their dedication to the Harrisonville community and their willingness to do dangerous work during severe weather.

Alderman Doerhoff thanked Alderwoman Franklin and her husband Dale for their diligent work to keep up Marler-Wirt-Allen Park.

7. Report from the City Administrator

City Administrator Ratliff informed the Board that the Missouri Highway 7 and Interstate 49 Interchange project began on Monday, July 10. Ratliff said Radmacher Brothers Excavation was awarded the contract and said the project is scheduled to be completed in May of 2024.

Ratliff told the Board that a pre-construction meeting for the South Service Sanitary Sewer project will be held on July 20, with the contractor requesting a notice to proceed for July 31, 2023.

Ratliff informed the Board that the basins at the Water Treatment Plant will be cleaned out during the last week of July and first week of August.

Ratliff thanked the Electric Department staff for their speedy response to the power outage caused by the severe thunderstorms on Friday and said power was fully restored in less than five hours. Ratliff reminded the Board that the City has contracted with tree crews have been working to clear power lines throughout the community, which should limit potential future outages.

Ratliff informed the Board that, to date, 800 inspections have been conducted through the Rental Ready program, and said the program seems to be running well.

8. Questions from the Media

None.

9. Adjourn to Executive Session

At 6:31 p.m., the Board of Aldermen voted to go into Closed Session pursuant to City Code to discuss Litigation. A motion was made by Alderwoman Franklin and seconded by Alderman Turner. In attendance and voting to go into Closed Session were Aldermen Reece, Turner, Franklin, Milner, Chaney, Doerhoff (remote) Mills (remote) and Mayor Mike Zaring (remote). Aldermen Mills and Davidson were excused. Mayor Zaring then convened the meeting in Closed Session.

10. Adjourn from Regular Session

Upon returning to the Regular Meeting, a motion was made by Alderman Turner to adjourn from the Regular Meeting. The motion was seconded by Alderman Chaney. The motion carried with a unanimous vote. The meeting adjourned at 7:49 p.m.

Mike Zaring, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jul 17, 2023 6:00 PM (Approval of Minutes)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: Ordinance re Use Tax 2023

Type of Item: *Approval*

A. Action Item (ID # 4589)

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED, OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED, OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 7, 2023.

Attachments:

Ordinance re Use Tax 2023 (DOCX)

Council Bill No. ____

Ordinance No. ____

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED, OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED, OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 7, 2023.

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the total rate of 2.375%; and,

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and,

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county, or state general, primary, or special election.

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

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be equal to the total local sales tax in effect. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced, or raised by the same action repealing, reducing, or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of the Harrisonville, Missouri for their approval, as required by the provisions of Section 144.757 RSMo, at the General election hereby called and to be held in the City on Tuesday, the 7th day of November, 2023. The ballot of submission shall contain substantially the following language:

Shall the City of Harrisonville, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that if the local sales tax rate

Attachment: Ordinance re Use Tax 2023 (Ordinance re Use Tax 2023)

is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

☐ Yes

☐ No

If you are in favor of the question, place an “X” in the box opposite “Yes.”

If you are opposed to the question, place an “X” in the box opposite “No.”

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of Harrisonville, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Read for the first time by title only on the 7th day of August 2023. Read for the second time by title only on the 21st day of August 2023.

Mike Zaring, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 21st day of August, 2023.

Attachment: Ordinance re Use Tax 2023 (Ordinance re Use Tax 2023)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: MoDOT Cost Share Agreement Ordinance

Type of Item: *Approval*

B. Action Item (ID # 4590)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE,
MISSOURI APPROVING A MODOT COMMISSION COST SHARE AGREEMENT

Attachments:

Staff Report 07 21 23 Cost Share Agreement(DOC)

Cost Share Agreement (PDF)

MoDOT Ordinance Agreement Cost Share Funds (DOCX)



PUBLIC WORKS DEPARTMENT, 201 W. Chestnut St., Harrisonville, MO, 64701, Phone (816) 380 – 8964

To: Mayor & Board of Aldermen

From: Carl Brooks, Director of Public Works (cbrooks@harrisonville.com)

Date: July 21, 2023

Re: Ordinance No. 2023-xx, Mayor & Board of Alderman (BOA) Acceptance of the MoDOT Transportation Cost Share Agreement

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of Ordinance

Purpose: Acceptance of the MoDOT Cost Share Agreement for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary.

Property Location: MO HWY 2 (South Street) Bridge over Muddy Creek Tributary

PROPOSAL

The attached MoDOT Cost Share Agreement is for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary Project Number KU0299/STBG-2900(411). This agreement grants the City of Harrisonville \$234,090 for the construction of the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary; and preliminary engineering review, right-of-way review, and construction engineering services by MoDOT personnel estimated to be \$135,000 for a total MoDOT cost share amount of \$369,090.

City staff have been requested to obtain approval of the attached agreement. The agreement has been drafted by MoDOT staff and must be fully executed by the city with the attached ordinance.

PREVIOUS ACTIONS

The City submitted and received a Surface Transportation Block Grant (STBG) in the amount of \$993,600.00 allocated by the Mid-America Regional Council (MARC) available in FFY 2024 for construction costs.

Attachment: Staff Report 07 21 23 Cost Share Agreement (MoDOT Cost Share Agreement Ordinance)

KEY ISSUES

This project amount of \$1,611,090 is fully funded by the following accounts:

- 1) The Cost Share grant - \$369,090
- 2) MARC STBG grant - \$993,600
- 3) City's (ARPA) Funds - \$248,400

STAFF COMMENTS AND SUGGESTIONS

City staff agree with the proposed MoDOT Cost Share Agreement, with the proposed ordinance; and that the City attorney has reviewed the attached agreement and ordinance.

STAFF RECOMMENDATION

City staff recommends passage of this ordinance.

ATTACHMENTS

MoDOT Cost Share Agreement

Ordinance 2023-xx

CCO Form: FS08
 Approved: 03/04 (BDG)
 Revised: 03/17 (MWH)
 Modified: 06/23 (MWH)

Route 2, Jackson County
 Project Nos. KU0299/STBG-2900(411)
 City of Harrisonville
 Agreement No. 2023-06-79817

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT

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

WITNESSETH:

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

WHEREAS, on September 22, 2022, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity of the City of Harrisonville in the cost of the Commission's Project KU0299/STBG-2900(411).

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

Route 2 near and crossing Muddy Creek Tributary located near the intersection of Eastwood Road in the City of Harrisonville.

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

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

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

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

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

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

(8) PLANS AND CONSTRUCTION: With regard to project responsibilities under this Agreement, the parties agree to the following:

(A) The Entity shall be responsible for the preparation of detailed right-of-way (hereinafter, "ROW") and construction plans and project specifications. This includes design, environmental submittals, survey, and legal descriptions. The plans shall be prepared in accordance with and conform to Commission standards and requirements. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(B) The Entity shall follow the Commission's Local Public Agency (LPA) process.

(C) The Entity shall acquire any additional necessary ROW required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act), as amended and any regulations promulgated in connection with the Act.

(D) The Entity shall secure all required federal, state, and local permits as required for design and construction of the improvements. Prior to entering onto the Commission right of way to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(E) The Entity shall be responsible for the final location survey plan pursuant to the Commission's Engineering Policy Guide Section 238.2.18 dated February 22, 2023.

(F) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in

accordance with plans developed by the Entity, or as the plans may from time to time be modified in accordance with Commission approval in order to carry out the work as contemplated.

(G) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(H) The Commission will provide preliminary engineering review and right of way review.

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

(A) The estimated total project cost is one million six hundred eleven thousand ninety dollars (\$1,611,090.00). The total project cost will include preliminary engineering, preliminary engineering review, right of way, right of way review, construction, and inspection. The details of the estimate cost breakdown are listed below and in “Exhibit B”, which is attached hereto and made part of hereof.

(B) The Entity shall be responsible for seventy-seven percent (77%) of the total project cost. The current estimate of the Entity’s responsibilities is one million two hundred forty-two thousand dollars (\$1,242,000.00). The Entity agrees that the Commission may obligate up to a maximum of nine hundred ninety-three thousand six hundred dollars (\$993,600.00) of Surface Transportation Block Grant (STBG) funds allocated by the Mid America Regional Council (MARC), available in FFY 2024 for construction costs. The Entity shall be required to cover the twenty percent (20%) match to the STBG funds. The Entity is to remit a check in the amount of two hundred forty-eight thousand four hundred dollars (\$248,400.00) to cover estimated construction cost match no later than five (5) days prior to the Commission’s advertisement of the project bids. This check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the Entity fails to make the required deposit, the Commission is under no obligation to continue with the project.

(C) The Commission will be responsible for twenty-three percent (23%) of the total project cost, currently estimated at and not to exceed three hundred sixty-nine thousand ninety dollars (\$369,090.00). Of this amount, the Commission will provide two hundred thirty-four thousand ninety dollars (\$234,090.00) from the Commission’s Cost Share Program, specifically with twenty-nine thousand seven hundred forty-six dollars (\$29,746.00) available in State Fiscal Year (SFY) 2023, two hundred four thousand three hundred forty-four dollars (\$204,344.00) available in SFY 2024, and preliminary engineering review, right of way review, and construction engineering services by MODOT personnel estimated to total one hundred thirty-five thousand dollars (\$135,000.00).

(D) The Entity shall be responsible for the balance of the project cost in

excess of one million six hundred eleven thousand ninety dollars (\$1,611,090.00). The Entity and the Commission will share any cost savings based on their pro rata share of the investment.

(E) The Entity may request twenty-nine thousand seven hundred forty-six dollars (\$29,746.00) available in State Fiscal Year 2023 after August 1, 2022, and two hundred four thousand three hundred forty-four dollars (\$204,344.00) available in State Fiscal Year 2024 after August 1, 2023. Requests for reimbursement shall be submitted no more than monthly or after the project is complete.

(F) The Entity shall be responsible for adding this project to the Mid America Regional Council Transportation Improvement Program (TIP) after the execution of this Agreement.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the Entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Missouri Highway and Transportation Commission –Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

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

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations,

modifications, or maintenance thereof, will be the responsibility of the Commission.

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

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

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

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

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

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

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

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

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

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

Commission to: Missouri Department of Transportation
 Kanas City District Engineer, Mr. Chris Redline
 600 NE Colbern Rd
 Lee's Summit, MO 64086

Entity to: City of Harrisonville
 Attn: Mr. Carl Brooks
 300 E Pearl Street
 Harrisonville, MO 64701

or to such other place as the parties may designate in accordance with this Agreement.

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

(23) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(24) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit C attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit C conflict, the final deadline within Exhibit C controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the Entity agrees to repay the Commission for any progress payments made to the Entity for the project and agrees that the Commission may deduct progress payments made to the Entity from future payments to the Entity.

(25) LIMITS OF SYSTEM: The limits of the surface transportation system for the Entity shall correspond to its geographical area as encompassed by the urban boundaries of the Entity as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(26) ROUTES TO BE INCLUDED: The Entity shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(27) INVENTORY AND INSPECTION: The Entity shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the Entity in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable

amendments or regulations promulgated thereunder.

(28) ENTITY TO MAINTAIN: Upon completion of construction of this improvement, the Entity shall accept control and maintenance of the sidewalk as documented in Sidewalk Agreement executed concurrently with this agreement and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the Entity sidewalk system at its own cost and expense and at no cost and expense whatsoever to the Commission.

(29) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit D. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Entity" is to be substituted. The Entity agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(30) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(31) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(32) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project KU0299/STBG 2900(411) will involve work on the state's right of way, the Entity will provide reproducible final plans to the Commission relating to such work.

(33) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the Entity of any required goals for participation by DBEs to be included in the Entity's proposal for the work to be performed. The Entity shall submit for Commission approval a DBE goal or plan. The Entity shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(34) NOTICE TO BIDDERS: The Entity shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(35) PROGRESS PAYMENTS: The Entity may request progress payments be made for the herein improvements as work progresses but not more than once every two

weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs.

(36) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the Entity has not paid the vendor prior to receiving reimbursement, the Entity must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(37) OUTDOOR ADVERTISING: The Entity further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(38) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the Entity, through the Commission, any monies due. The Entity shall refund any overpayments as determined by the final audit.

(39) AUDIT REQUIREMENT: If the Entity expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Entity expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the Entity may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(40) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Entity shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(41) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(43) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Entity agrees as follows:

(A) Civil Rights Statutes: The Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the Entity is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The Entity shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Entity shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Entity. These apply to all solicitations either by competitive bidding or negotiation made by the Entity for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Entity shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Entity is in the exclusive possession of another who fails or refuses to furnish this information, the Entity shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Entity fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

- (1) Withholding of payments under this Agreement until the Entity complies; and/or
- (2) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Entity shall include the provisions of paragraph (43) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Entity will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Entity becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Entity may request the United States to enter into such litigation to protect the interests of the United States.

(44) CONFLICT OF INTEREST: The Entity shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(45) MANDATORY DISCLOSURES: The Entity shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award

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

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

Executed by the Entity this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

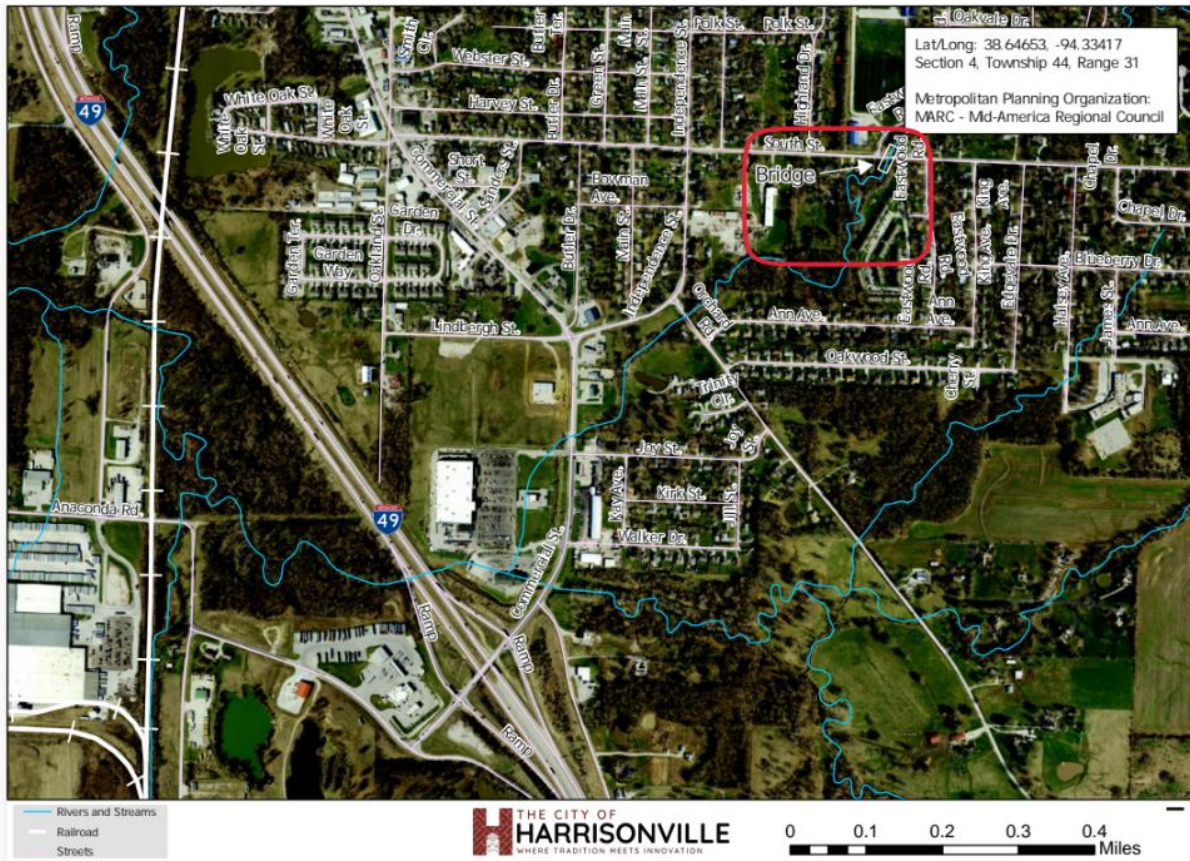
Commission Counsel

Title: _____

Ordinance No _____

Attachment: Cost Share Agreement (MoDOT Cost Share Agreement Ordinance)

Exhibit A – Location



Attachment: Cost Share Agreement (MoDOT Cost Share Agreement Ordinance)

Exhibit B**Project Name:** Route 2 Bridge Replacement**MODOT Project Number:** KU0299 / STBG 2900(411)**Description:** The project replaces the existing bridge over Muddy Creek Tributary. In addition, the project will widen the roadway lanes and add a pedestrian/bicycle lane.**Total Eligible Project Estimate:** \$1,611,090.00**Local Entity:** City of Harrisonville

	Current Estimate	Cost Share Funds
Preliminary Engineering	\$96,750.00	\$10,702.00
Preliminary Engineering Review (MODOT)	\$15,000.00	\$0
Right of Way Acquisition	\$94,800.00	\$19,044.00
Right of Way Incidentals	\$4,740.00	\$0
Right of Way Review (MODOT)	\$5,000.00	\$0
Utilities	\$0	\$0
Construction	\$1,279,800.00	\$204,344.00
Construction Engineering Review	\$0	\$0
Construction Engineering (MODOT)	\$115,000.00	\$0
Total	\$1,611,090.00	\$234,090.00

Project Responsibilities

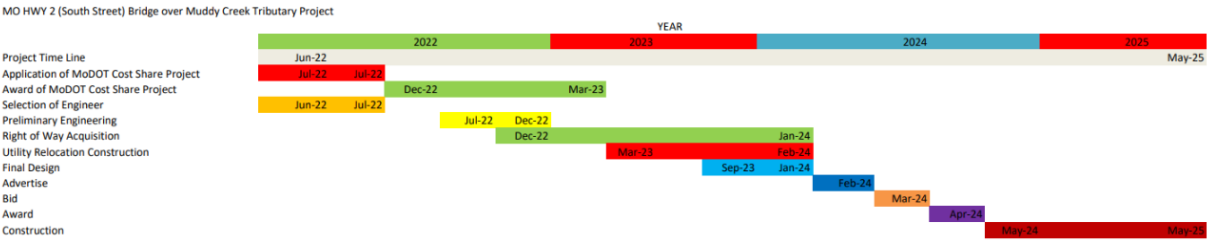
Preliminary Engineering	Entity
Right of Way Acquisition	Entity
Utility Coordination	Entity
Letting	Commission
Construction	Commission

Financial Responsibilities

MODOT Internal Budget	\$135,000.00
Cost Share Funds	\$234,090.00
Entity	\$248,400.00
STBG Funds	\$993,600.00
Total	\$1,611,090.00

How are overruns and underruns handled? The Entity shall be responsible for all cost overruns. The Entity and Commission will share any cost savings based on their pro rata share of the investment.

Exhibit C – Project Schedule



*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and the consult firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date of Planning Study deliverable is not approximate and requires request to adjust.

**Exhibit D – Required Contract Provisions
(Attachment)**

Attachment: Cost Share Agreement (MoDOT Cost Share Agreement Ordinance)

Council Bill No. 2023-xx

Ordinance No. xxxx

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION COST
SHARE AGREEMENT**

WHEREAS, the City of Harrisonville ("City") and the Missouri Highways and Transportation Commission desire to enter into a municipal agreement for the construction of MO HWY 2 (South Street) Bridge over Muddy Creek Tributary.

WHEREAS, the Board of Alderman have reviewed the request and believe the municipal agreement to be in the best interest of the city to enter the MoDOT Cost Share Agreement with the MoDOT Commission.

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter the Cost Share Agreement with the Missouri Highways and Transportation Commission for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary.

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

Read for the first time and second time by title only on the 7th day of August 2023.

Mike Zaring, Mayor

ATTEST:

Daniel Barnett, City Clerk

PASSED by the BOARD OF ALDERMEN and APPROVED by the Mayor this 7th day of August 2023.

Attachment: MoDOT Ordinance Agreement Cost Share Funds (MoDOT Cost Share Agreement Ordinance)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: MoDOT Sidewalk Improvements Agreement Ordinance

Type of Item: *Approval*

C. Action Item (ID # 4591)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION SIDEWALK IMPROVEMENTS AGREEMENT

Attachments:

Staff Report 07 25 23 Sidewalk (DOC)

MoDOT Sidewalk AGREEMENT 07 25 2023 (PDF)

MoDOT Ordinance Sidewalk Improvements Agreement (DOCX)



PUBLIC WORKS DEPARTMENT, 201 W. Chestnut St., Harrisonville, MO, 64701, Phone (816) 380 – 8964

To: Mayor & Board of Aldermen

From: Carl Brooks, Director of Public Works (cbrooks@harrisonville.com)

Date: July 25, 2023

Re: Ordinance No. 2023-xx, Mayor & Board of Alderman (BOA) Acceptance of the MoDOT Sidewalk Improvements Agreement

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of Ordinance

Purpose: Acceptance of the MoDOT Sidewalk Improvements Agreement for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary.

Property Location: MO HWY 2 (South Street) Bridge over Muddy Creek Tributary

PROPOSAL

The attached MoDOT Sidewalk Improvements Agreement is for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary Project. This agreement defines the responsibility of maintenance of the new sidewalk to the City of Harrisonville.

City staff have been requested to obtain approval of the attached agreement. The agreement has been drafted by MoDOT staff and must be fully executed by the city with the attached ordinance.

PREVIOUS ACTIONS

The City submitted and received a Surface Transportation Block Grant (STBG) in the amount of \$993,600.00 allocated by the Mid-America Regional Council (MARC) available in FFY 2024 for construction costs.

Previously, the City submitted and received a MoDOT Cost Share Agreement for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary Project Number KU0299/STBG-2900(411). This agreement granted the City of Harrisonville \$234,090 for the construction of the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary; and preliminary

engineering review, right-of-way review, and construction engineering services by MoDOT personnel estimated to be \$135,000 for a total MoDOT cost share amount of \$369,090.

KEY ISSUES

This project amount of \$1,611,090 is fully funded by the following accounts:

- 1) The Cost Share grant - \$369,090
- 2) MARC STBG grant - \$993,600
- 3) City's (ARPA) Funds - \$248,400
- 4) The existing sidewalk bridge over the Muddy Creek Tributary is planned to be used and repurposed by our Parks Department.

STAFF COMMENTS AND SUGGESTIONS

City staff agree with the proposed MoDOT Sidewalk Improvement Agreement, with the proposed ordinance; and that the City attorney has reviewed the attached agreement and ordinance.

STAFF RECOMMENDATION

City staff recommends passage of this ordinance.

ATTACHMENTS

MoDOT Sidewalk Improvement Agreement

Ordinance 2023-xx

CCO Form: DE65
 Approved: 12/07 (BDG)
 Revised: 06/20 (BDG)
 Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Harrisonville, Missouri (hereinafter, "City"), whose address is 300 E Pearl St, Harrisonville, MO 64701.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Missouri Highway 2 located within the City limits in Cass County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements within the City limits.

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

(1) PROPOSAL: The City proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is along Route MO 2 near Eastwood Rd in Harrisonville, MO.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and*

Highways.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

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

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

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

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

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

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant

to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

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

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

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

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right

to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

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

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

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

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

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

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

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

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

Executed by the City this_____.

Executed by the Commission this _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

By_____

By_____

Title_____

Title_____

ATTEST:

ATTEST:

By_____

Secretary to the Commission

Title_____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title_____

Ordinance Number:_____

Attachment: MoDOT Sidewalk AGREEMENT 07 25 2023 (MoDOT Sidewalk Improvements Agreement Ordinance)

Council Bill No. 2023-xx

Ordinance No. xxxx

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION SIDEWALK
IMPROVEMENTS AGREEMENT**

WHEREAS, the City of Harrisonville (“City”) and the Missouri Highways and Transportation Commission desire to enter into a municipal agreement for the construction of MO HWY 2 (South Street) Bridge over Muddy Creek Tributary with a complimentary sidewalk agreement.

WHEREAS, the Board of Alderman have reviewed the request and believe the municipal agreement to be in the best interest of the city to enter the MoDOT Sidewalk Improvement Agreement with the MoDOT Commission with the construction of MO HWY 2 (South Street) Bridge over Muddy Creek Tributary project.

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter the Sidewalk Improvement Agreement with the Missouri Highways and Transportation Commission for the MO HWY 2 (South Street) Bridge over Muddy Creek Tributary.

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

Read for the first time and second time by title only on the 7th day of August 2023.

Mike Zaring, Mayor

ATTEST:

Daniel Barnett, City Clerk

PASSED by the BOARD OF ALDERMEN and APPROVED by the Mayor this 7th day of August 2023.

Attachment: MoDOT Ordinance Sidewalk Improvements Agreement (MoDOT Sidewalk Improvements Agreement Ordinance)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: Appl.3PREDEV-23-001 Prelim. Devel Plan for Multi Family and a Senior Living Facility

Type of Item: *Public Hearing*

D. Action Item (ID # 4596)

PUBLIC HEARING: Appl.3PREDEV-23-001 Prelim. Devel Plan for Multi Family and a Senior Living Facility

Attachments:

Appl.3PREDEV-23-001-Prelim Devel Plan for Multi Family and a Senior Living Facility (PDF)



To: Board of Aldermen

From: Christina Stanton, AICP, Community Development Director

Date: August 7, 2023

Re: Appl. #PREDEV-23-001 – PRELIM. DEVEL. PLAN for Multi-Family and a Senior Living Facility on property located at 1800 E. Mechanic Street

GENERAL INFORMATION

Applicant: R.L. Buford

Requested Actions: Approval of Requested Preliminary Development Plan for Apartments and a Senior Living Facility

Date of Application: May 11, 2023

PROPOSAL

R.L. Buford is seeking approval of a preliminary development plan for apartments and an eighty (80) unit senior living facility on property located at 1800 E. Mechanic Street. The proposed preliminary development plan consists of eight (8) 3-story apartment buildings with a total of 288 units (96 units 2-3 bedrooms, 96 units 1 bedroom, 96 units studio—Lots 1 and 2) and a 40,000 sqft. eighty (80) unit senior living facility (Lot 3). The apartment complex includes the following amenities: clubhouse, pool, two pickleball courts, beach volleyball, playground, and dog park.

Please see the attached zoning and aerial maps.

The surrounding properties are currently zoned as follows:

North (across Elm St.): G (Government), R-1 (Single-Family Residential) District, and C-O (Non-Retail Business) District—High School, single-family residential, and offices

East: C-1 (Local Business) District—Offices

South (across MO-7/Mechanic Street): C-2 (Service Business) District—Dollar General, gas station, Southland Shopping Center

West: R-1 (Single-Family Residential) and R-2 (Two-Family Residential) Districts—Single-Family Residential

PREVIOUS ACTIONS

- July 20, 2023—The Planning & Zoning Commission recommended approval by voice vote of 7-0 to the Board of Aldermen of the proposed Preliminary Development Plan with the seven (7) conditions listed in staff's report.
- September 22, 2014—The Board of Aldermen approved an Ordinance (#3283) to allow for a Special Use Permit for the establishment of a nursing home and assisted living establishment located at 1800 E. Mechanic Street. This was for the project known as the Harrisonville Senior Living Village, which never came to fruition.

- September 22, 2014—The Board of Aldermen approved an Ordinance (#3282-14) to rezone the property located north of the intersection of Oriole and Mechanic Streets from Single-Family Residential (R-1) District to Planned Apartment (then R-4P, now RP-4) District. This was for the project known as the Harrisonville Senior Living Village, which never came to fruition however the zoning remains as established.
- May 13, 1991—The Board of Aldermen approved an Ordinance (#1825) which established new zoning districts and associated regulations. The subject property's zoning was changed from Low Density Single-Family Residential (R-1A) District (which no longer exists) to Single-Family Residential (R-1) District.
- August 16, 1978—The Board of Aldermen approved an Ordinance (#1194) which established new zoning districts and associated regulations. The subject property's zoning was changed from the previously established Residential District No. 2 to Low Density Single-Family Residential (R-1A) District.
- June 21, 1965—The Final Plat of *Johnson Estates, Lots 1-18* was recorded with the Cass County Recorder of Deed's Office.
- March 10, 1965—The Board of Aldermen approved an Ordinance (#646) determining the zoning classification of all properties annexed into the City since April 7, 1959. The subject property was established as Residential District No. 2.

KEY ISSUES

- This property is currently zoned Planned Medium Density Apartment (RP-4) District.
- The applicant is proposing an apartment development consisting of eight (8) 3-story apartment buildings with a total of 288 units (96 units 2-3 bedrooms, 96 units 1 bedroom, 96 units studio—Lots 1 and 2) and a 40,000 sqft. eighty (80) unit senior living facility (Lot 3).
- The City's 2040 Comprehensive Plan shows the property and surrounding area as Community Mixed Use, which allows for a broad range of retail, service, office, and residential with an emphasis on town center design to promote pedestrian safety, walkability, and quality design.
- The applicant is planning to divide the property into three lots and provide an extension of the public street, Oriole Street, as shown on the Exhibits.

ANALYSIS

Zoning. The property is currently zoned Planned Medium Density Apartment (RP-4) District. The proposed use of an apartment complex and a senior living facility are appropriate uses for this District. However, since the applicants are seeking to demolish the existing structure and redevelop the property with a different use a preliminary development plan is required.

Additionally, it should be noted that while planned districts are to “provide for and encourage latitude and flexibility in the location of buildings, structures, roads, drives, variations in yards and open spaces” (Section 405.065) there are a number of development standards that are required to be the same as the equivalent zoning district, in this case that district would be R-4.

- Section 405.075.B states: “The intensity of land use, the floor area and bulk of buildings, the concentration of population, the percentage of lot coverage, the amount of open space, light and air shall be generally equal to that required in the equivalent zoning district.”
- Section 405.075.C states: “The density of residential dwelling units, the parking requirements and the performance standards shall be the same as in the equivalent district.” (Emphasis added)

Lot	Lot Area (in sqft.)	Bldg. Footprint Area (in sqft.)	Parking Lot Area (in sqft.)	% Bldg. Coverage	Maximum Allowed Bldg. Coverage	% Lot Coverage	% Open Space
1	351,057	82,006	86,154	23.36	35%	47.90	52.10
2	53,131	11,258	17,702	21.19	35%	54.51	45.49
3	126,331	40,000	47,087	31.66	35%	68.94	31.06

Parking. Section 405.210 of the City’s Municipal Code requires two (2) off—street parking spaces for each two (2) or more bedroom dwelling unit and one (1) space for each unit having one (1) bedroom. The Preliminary Development Plan acknowledges this requirement but is fifty-one (51) spaces short (forty-five (45) acknowledged and six (6) short on the plan’s count) for the multi-family portion. However, the development plan indicates that forty-five (45) spaces of the one-hundred-thirty (130) contained in Lot 3 are planned to be shared parking to meet the acknowledged parking deficit.

The Traffic Impact Analysis reports that there are 80 units of senior living planned in the 40,000 sqft. building on Lot 3, while the Preliminary Development Plan states that there are 78 units planned. The excess parking available to be shared on Lot 3 is 50-52, depending on the total number of senior living units, so most if not all parking needed can be accommodated at ultimate build-out. Staff is concerned that the multi-family may need the additional 50-52 parking spaces prior to the development of Lot 3. Section 405.075.E.5 states: “A portion of the parking area required under this Chapter may remain unimproved until such time as the Board of Aldermen deems it must be improved to serve the demand adequately. The foregoing deviations may be granted by the Planning and Zoning Commission only where there is ample evidence that said deviation will not adversely affect neighboring property, nor will it constitute the mere granting of a privilege....In all cases such deviations shall be in keeping with good land planning principles and must be specifically set out in the minutes of the Commission, as well as on plans and other exhibits in the record.”

Comprehensive Plan. The City’s 2040 Comprehensive Plan shows this area as “Community Mixed Use”. According to page 42 of the City’s Comprehensive Plan, “These places should be arranged to integrate a broad range of retail, service, office, and residential uses together in a town center format”. Given the existing nearby commercial uses the use of the property as multi-family and a senior living facility is compatible with the city’s vision of this area being “Community Mixed Use”.

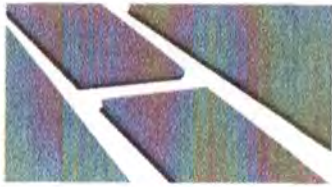
STAFF RECOMMENDATION

Staff recommends approval of the proposed Preliminary Development Plan for the 288 apartment units and the 40,000 sqft. Senior living facility with the following condition:

- 1) A Preliminary Plat and Final Plat shall be submitted, reviewed, and approved prior to the issuance of any development related (building or infrastructure) permits.
- 2) Easements shall be provided as required by Section 410.400 of the City’s Municipal Code.
- 3) The subdivision name shall “not duplicate or closely approximate the name of any existing subdivision” in accordance with Sections 410.270.A.1 and 410.290.F.1 of the City’s Municipal Code.
- 4) Parking shall be installed on Lot 3 prior to the development of Lot 3 if the Board of Aldermen deems it necessary to meet the demands of the apartment buildings.
- 5) Eastbound and westbound left turn lanes of 140’ in length with a 100’ taper shall be constructed at the intersection of Oriole Street and MO-7 as recommended in the Traffic Impact Analysis (TIA).
- 6) The engineers design and the owners shall construct the site’s storm drainage in a manner that will not adversely impact the adjacent and downstream residents.
- 7) No more than twelve percent (12.00%) of the total number of housing units shall be “affordable units”. Affordable units are defined as units rented to those with a state, or federal, government housing subsidy or voucher.

ATTACHMENTS

Application
Preliminary Development Plan
Landscape Plan
Elevations
Traffic Impact Analysis (TIA)
Planned Zoning Districts Regulations



City of

Harrisonville

est.
1836

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION TYPE: (check type)

- ☐ Residential Preliminary Plat ☒ Commercial Site Plan
☐ Residential Final Plat

1. FILING FEE IN THE AMOUNT OF \$ _____, PAYABLE TO THE CITY OF HARRISONVILLE, MISSOURI.

An application may be withdrawn at any time upon written request; however, no refund will be made.

THE MAPS AND DATA LISTED ON THE CHECK LIST SHEET MUST BE SUBMITTED AS PART OF THIS APPLICATION.

2. PROJECT NAME:

Gardens at Harrisonville

3. PROPERTY LOCATION/ADDRESS:

1800 E. Mechanic St.

4. CURRENT ZONING OF PROPERTY (Rezoning App. required if changing zoning):

RP-4

5. PROPOSED USE(S) (e.g., single family, multi-family, retail, office, industrial):

Multi Family

6. LEGAL DESCRIPTION (attach if description is metes and bounds description):

PT LT 5 NW E OF JOHNSON EST 449/95 449/75

7. PROVIDE THE FOLLOWING INFORMATION (if applicable):

Size of Building(s) (sq. ft.): 33,774Total number of lots: 29 Buildings

Acreage in common area: _____

Total acreage: _____

8. APPLICANT (DEVELOPER/BUILDER) RL BufordPHONE (816) 741-6152 FAX _____CONTACT PERSON Lindsay VogtADDRESS PO Box 14069 CITY/STATE/ZIP Parkville MO 64152E-MAIL lindsay@rlbuford.com

APPLICATION PAGE2

9. PROPERTY OWNER The Gardens of Hamisonville, LLC
 PHONE (816) 769-6132 FAX _____
 CONTACT PERSON Steve Warger
 ADDRESS PO Box 616 CITY/STATE/ZIP Raymore Mo 64083
 E-MAIL stewwarger@gmail.com

10. ENGINEER/SURVEYOR RL Butford
 PHONE 816 741-6152 FAX _____
 CONTACT PERSON Rob Young
 ADDRESS PO Box 14069
 CITY/STATE/ZIP Parkville MO 64152
 E-MAIL roberlbutford.com

11. OTHER CONTACTS _____ PHONE _____ FAX _____
 CONTACT PERSON _____
 ADDRESS _____ CITY/STATE/ZIP _____

The legal property owner AND the applicant must sign the application, if other than the owner.

The property owner may grant permission for the filing of the application by means of a signed and notarized affidavit to that effect.

STEVEN M WARGER

PROPERTY OWNER SIGNATURE

STEVEN M WARGER

PROPERTY OWNER - PRINT

Lindsay Vogt

APPLICANT SIGNATURE

Lindsay Vogt

APPLICANT - PRINT

Receipt # _____ Date Filed: _____ Processed by: _____ Application



City of

Harrisonville

est.
1836

COMMERCIAL SITE PLAN CHECKLIST SUBMITTAL COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPER

HARRISONVILLE CD

Check-Off Column	Planning and Zoning Requirements	Met	Not Met	N/A
✓	North arrow, scale, and legend. All items drawn to scale.	✓		
✓	Show existing structure (if any) and landmarks. Show zoning and present use of abutting properties.	✓		
✓	Show footprint of proposed structure(s) including setbacks to property lines, adjacent buildings, easements and street/alley right-a-ways.	✓		
✓	Show existing & proposed streets w/ dimensions. Show existing & proposed utilities with size & type of material.	✓		
✓	Topography of site on 2 feet labeled contours, including benchmark with elevation.	✓		
✓	Erosion control measures included with plan.	✓		
✓	Show existing & proposed storm water facilities, including size type of pipe, detention facilities, including pre & post development flows, storage volume, high water level & impact of downstream discharge area.	✓		
✓	Show existing & proposed water lines including meter location & size. Provide Flow Test results.		✓	
✓	Show existing & proposed sewer lines including connection to City main & any cleanouts.	✓		
✓	Show location of backflow preventers. Identify Water District	✓		
✓	Landscaping & screening plan (i.e., proposed location of dumpsters, dumpster enclosures, fences and detailed planting schedule as per ordinance.	✓		
✓	Show proposed usage, type, and intensity of building(s). Show proposed exterior lighting and signage.	✓		
✓	Show existing & proposed fire hydrants. Show size of main. Show fire flow of hydrants. Show distance to proposed structure(s) and Fire Department Connections.		✓	
	A traffic study may be required. A detailed narrative indicating number of trips to the facility per day should be prepared by a design professional. Site Plan should show proposed number of parking spaces, ingress and egress of both vehicles and pedestrians to the site.			

Check-Off Column	Planning and Zoning Requirements	Met	Not Met	N/A
	Completed application form with signatures			
	Completed Commercial Site Plan Checklist			
	Filing Fee Paid			
	Five (5) paper copies of site plan – 24"x36" One (1) reduced copy of plan on 11"x17" paper One .pdf digital copy – emailed			
	Five (5) paper copies of landscaping and screening plan-24"x36" and One (1) reduced copy of plan on 11"x17" paper One .pdf digital copy – emailed			
	Five (5) paper copies of building elevations-24"x36" One (1) reduced copy of plan on 11"x17" paper One .pdf digital copy – emailed			
	(With Final Plat for recording) One (1) geo-referenced digital copy in with Projected Coordinates: NAD 1983 StatePlane Missouri West FIPS 2403 Feet			

NOTE:

☐ Applications for building permit, planned development, or special use permit must include a site plan. Low density residential or minor renovations may be excluded from this requirement.

☐ 5 copies Site Plan sealed by architect or engineer licensed in state of Missouri must be submitted after final review and approval and before submission of construction plans. (Seal must be clear and legible.)

(FOR OFFICE USE ONLY)

Planning Commission Recommendation:

Approved: _____ Date: _____

Denied: _____ Date: _____

Continued: _____ Date: _____

Board Aldermen Action:

Approved: _____ Date: _____

Denied: _____ Date: _____

Continued: _____ Date: _____

ENGINEER:
B. BUEFORD & ASSO

SURVEYOR:
BL. BUEFORD & ASSOC.

REVISIONS

6/13/23 REVIEW COMME
7/10/23 REVIEW COMME

PRELIMINARY DEVELOPMENT PLAN
GARDENS OF HARRISONVILLE
A DEVELOPMENT IN PART
OF THE NORTHWEST QUARTER OF
SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST
HARRISONVILLE, CLATSOP COUNTY, MISSOURI

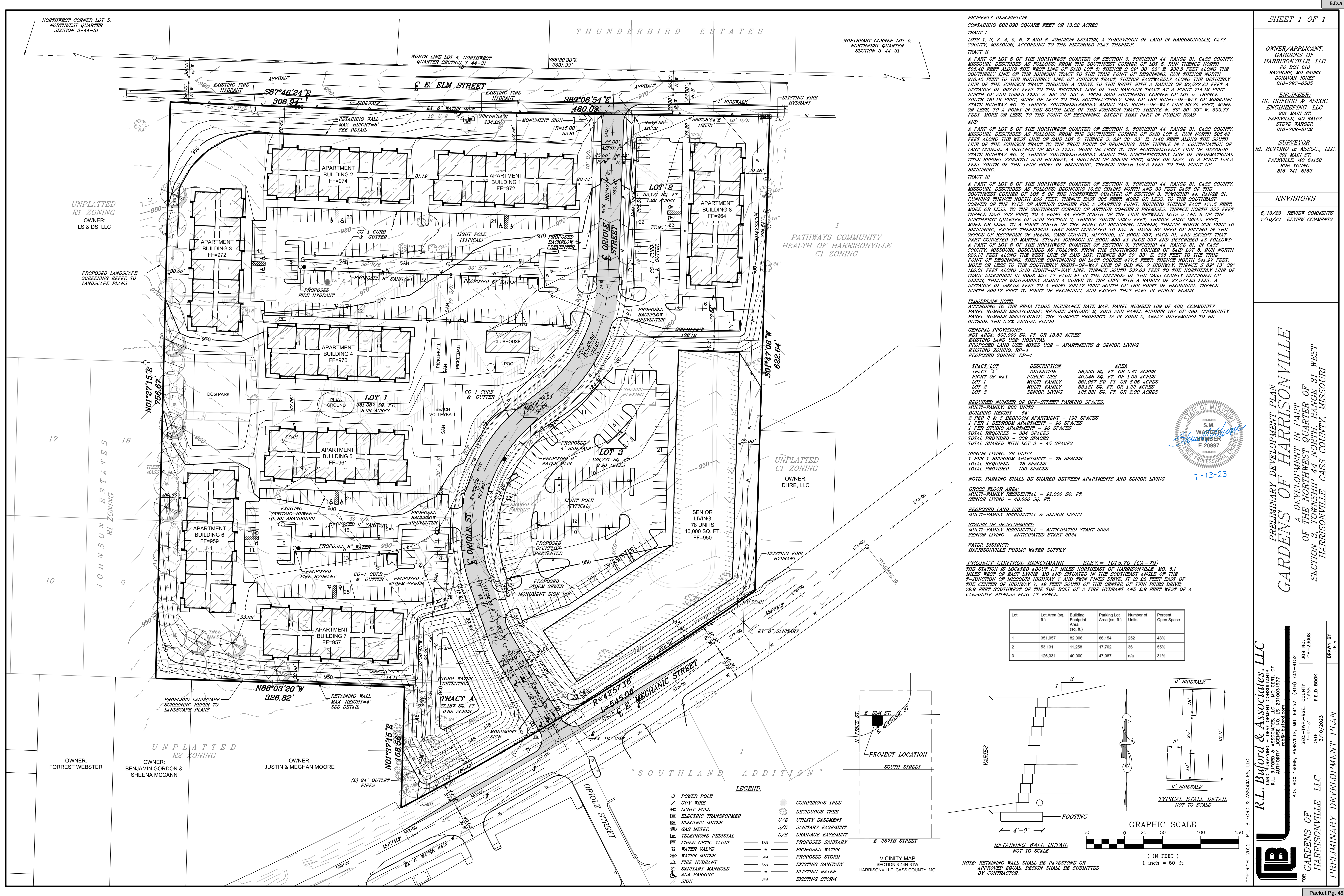
FOR **GARDENS OF HARRISONVILLE, LLC**

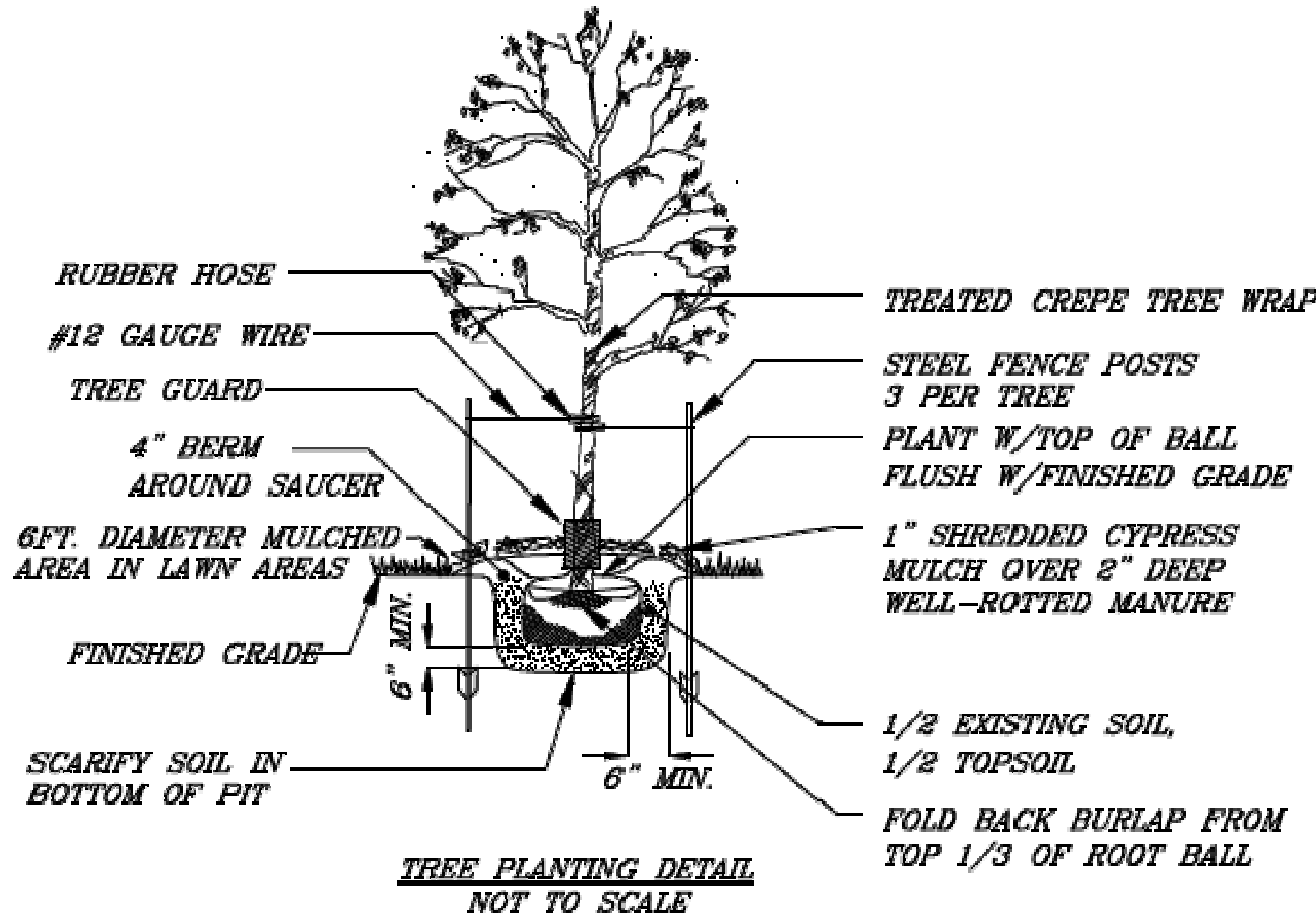
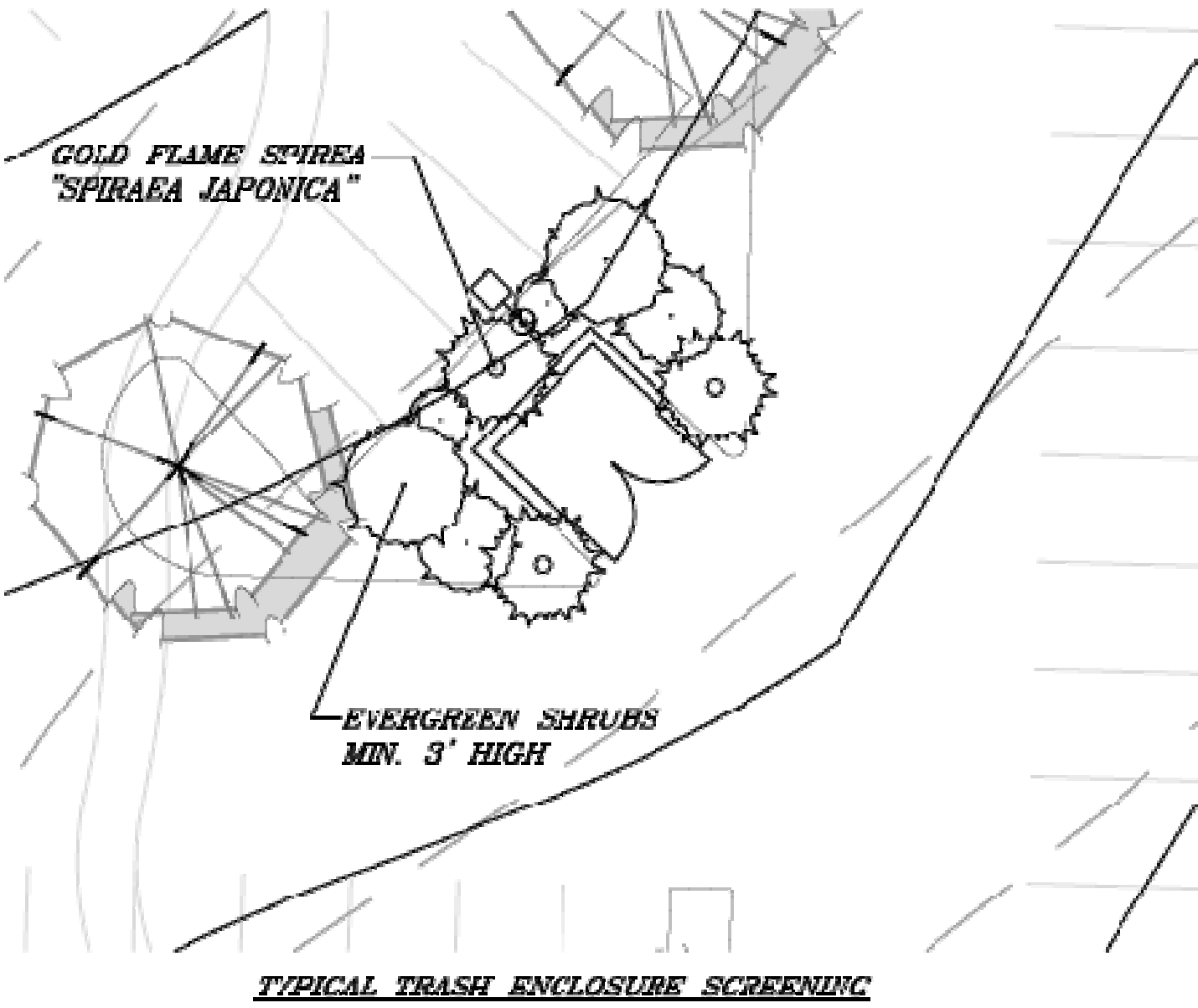
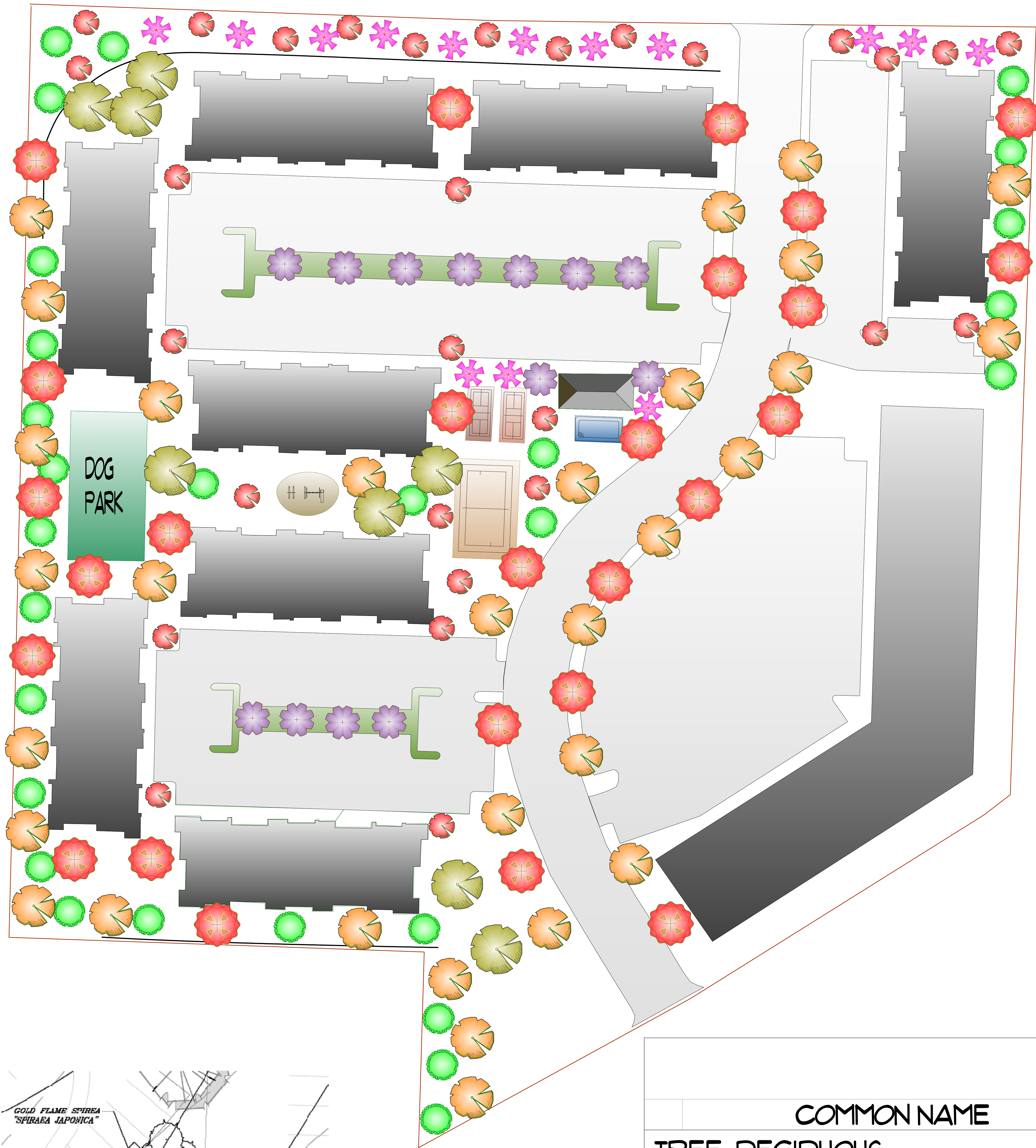
R.L. Buford & Associates, LLC
 LAND SURVEYING – DEVELOPMENT CONSULTANTS
 10000 W. 10th St., Suite 100
 R.L. Buford & Associates, LLC
 LICENSE NO. LS-20 0031977
 636@rbuford.com

P.O. BOX 14068, HARRISBURG, MO. 64152 (816) 741-6152.

SEC.	TWP.-RGE.	COUNTY	JOB NO.
3-44-31	C-55	CLATSOP	CA-2300
3/17/2023			FIELD BOOK

Packer

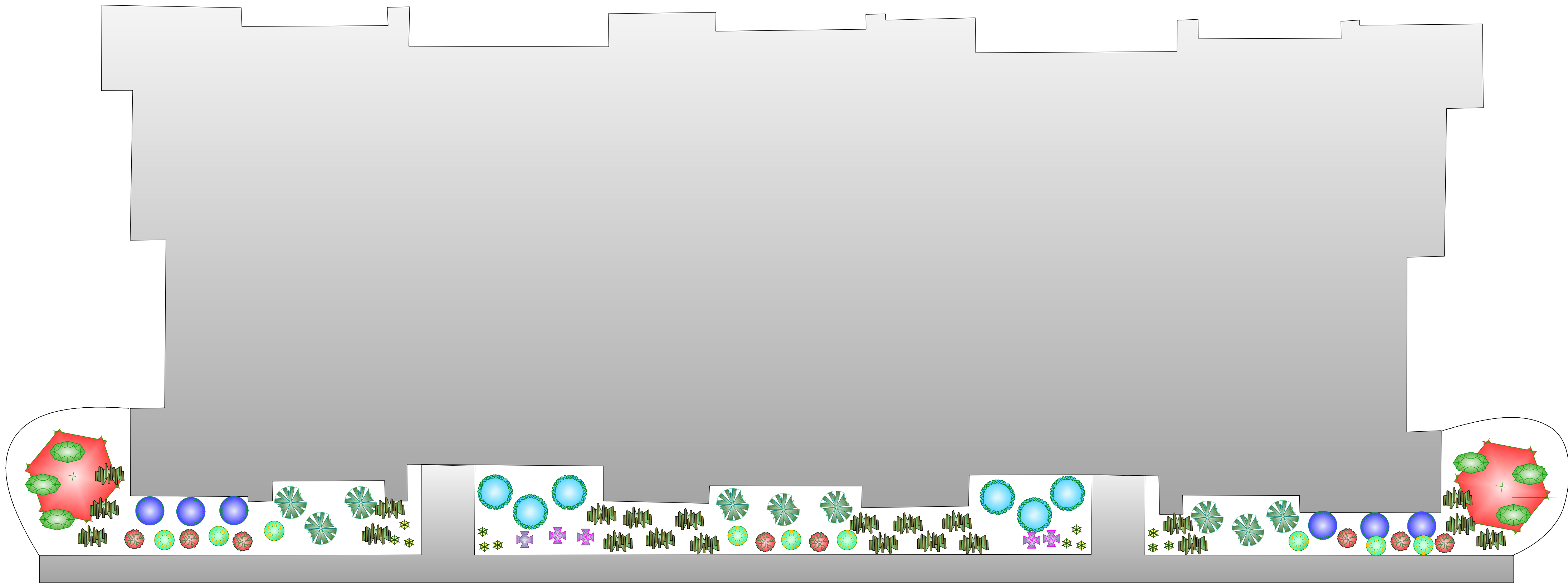




1. EXISTING UNDERGROUND, OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE STARTING ANY WORK.
2. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL GIVE 72-HOUR ADVANCE NOTICE TO ALL THOSE COMPANIES/UTILITIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION TO BE PERFORMED.
3. ALL PLANT MATERIAL SHALL BE OF EXCELLENT QUALITY, FREE OF DISEASE AND INFESTATION, AND TRUE TO TYPE, VARIETY, SIZE SPECIFIED, AND FORM PER AMERICAN NURSERY ASSOCIATION STANDARDS.
4. ALL TREES AND SHRUBS SHALL BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN, FOLLOWING THE LANDSCAPE PLAN ACCURATELY. CAREFULLY HAND DIG AS REQUIRED WHERE UTILITIES ARE LOCATED.
5. ALL SHRUB BEDS IN LAWN AREAS SHALL BE GIVEN A SHOVEL CUT LANDSCAPE EDGE.
6. ALL PLANTS SHALL RECEIVE 3\"/>
7. CONTRACTOR SHALL THOROUGHLY WATER IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION. COORDINATE WATERING WITH OWNER'S REPRESENTATIVE/GEN. CONTRACTOR UNTIL SUBSTANTIAL COMPLETION.
8. CONTRACTOR SHALL RE-VEGETATE ALL AREA OF THE SITE DISTURBED DURING CONSTRUCTION AS INDICATED ON THE LANDSCAPING PLANTING PLAN. TURF-TYPE TALL FESCUE SEED CONSISTING OF 90% K-31 FESCUE AND 10% PERENNIAL RYE SHALL BE INSTALLED IN ALL AREAS NOT OTHERWISE DESIGNATED AS ANOTHER MATERIAL.
9. PROPOSED TREES SHALL NOT BE PLACED OVER EXISTING OR PROPOSED UTILITY SERVICE LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND UTILITY LOCATIONS AND HAVE THEM MARKED DURING TREE PLANTING OPERATIONS.
10. NO PLANT MATERIAL SUBSTITUTIONS ARE ALLOWED WITH OUT LANDSCAPE ARCHITECT, OWNER'S AND OR CITY'S COMMUNITY DEVELOPMENT DEPARTMENT PRIOR WRITTEN APPROVAL.
11. ALL TURF AREAS AND PLANT AREAS ARE TO RECEIVE AN AUTOMATIC IRRIGATION SYSTEM. CONTRACTOR MUST SUPPLY A DESIGNED SYSTEM AND HAVE OWNER'S APPROVAL BEFORE INSTALLATION.

LEGEND

	COMMON NAME	QTY	BOTANICAL NAME	SIZE
TREE, DECIDUOUS				
	BIRCH, HERITAGE RIVER	8	BETULA NIGRA 'CULLY HERITAGE'	2"
	CRABAPPLE, PINK FLOWERING	14	MALUS 'PINK PERFECTION'	2"
	CRABAPPLE, SPRING SNOW	13	MALUS X 'SPRING SNOW'	2"
	MAPLE, AUTUMN BLAZE	31	ACER X FREEMANII 'JEFFERSRED'	2"
	MAPLE, RED	26	ACER RUBRUM 'KARPICK'	2"
	REDBUD - EASTERN	29	CERCIS CANADENSIS	2"
TREE, EVERGREEN				
	PINE, EASTERN WHITE	28	PINUS STROBUS	10 GAL.



ALL LANDSCAPE BEDS TO BE OZARK RIVER ROCK.
DEWITT OR EQUAL WEED BARRIER WILL BE PLACED UNDER ROCK.

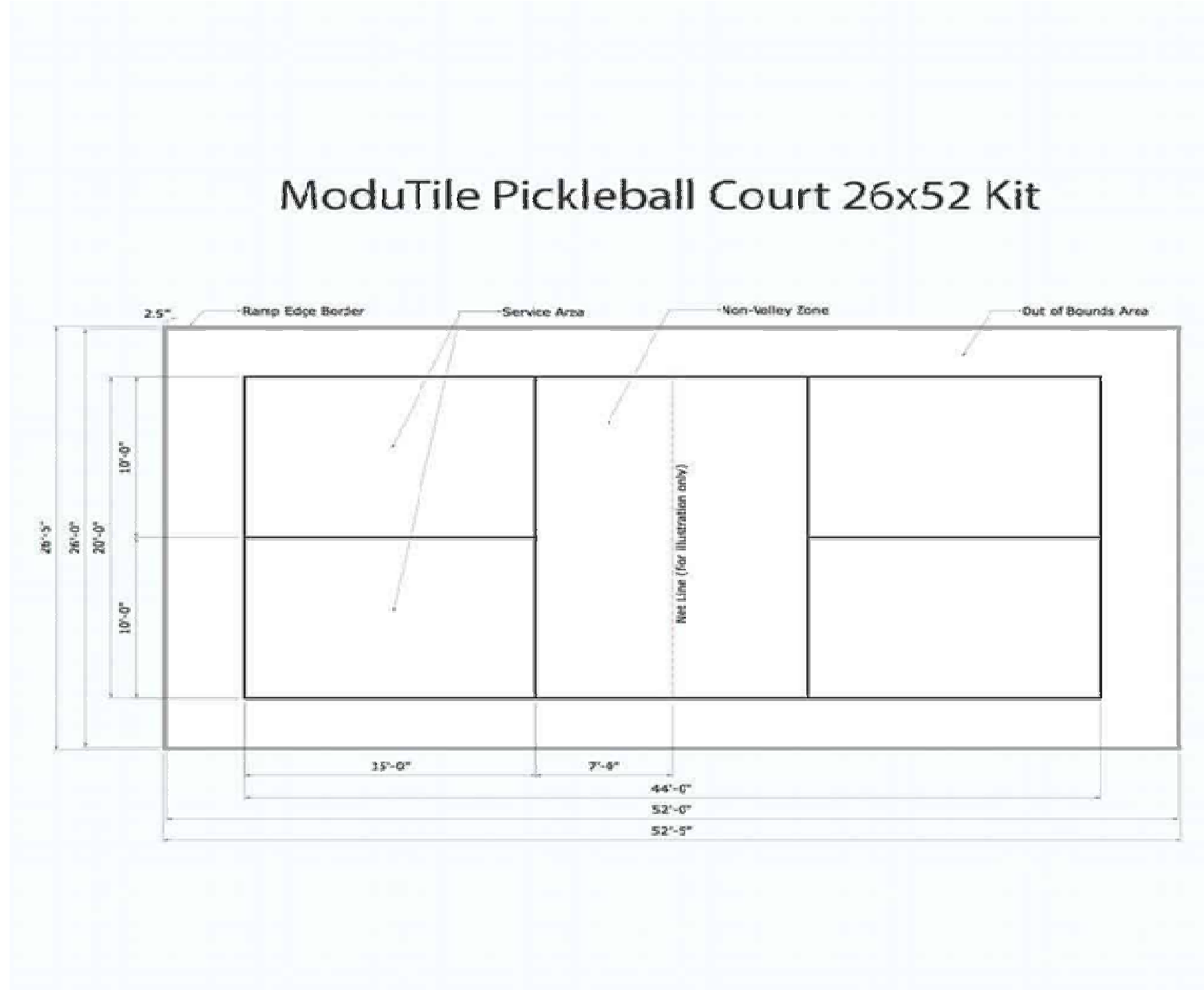
→ TREES CALLED OUT ON SHEET L001

PROPERTY PLANT TOTAL
8 BUILDINGS

LEGEND

	COMMON NAME	QTY	BOTANICAL NAME	SIZE
FLOWER, GRASS				
	GRASS, 'KARL FOERSTER'	176	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	EACH
FLOWER, PERENNIAL				
	DAYLILY, STELLA D'ORO	96	HEMEROCALLIS STELLA D'ORO	EACH
	LIRIOPE, MAJESTIC	48	LIRIOPE SPICATA	EACH
SHRUB, DECIDUOUS				
	BARBERRY, CRIMSON PYGMY	64	BERBERIS THUNBERGII 'CRIMSON PYGMY' ('ATROPURPUREA	3 GAL.
	COTONEASTER, TOM THUMB	48	COTONEASTER 'TOM THUMB'	3 GAL.
	SPIRAEA, LIMEMOUND	72	SPIRAEA BUMALDA 'LIME MOUND'	3 GAL.
SHRUB, EVERGREEN BROADLEAF				
	YEW, FAIRVIEW	72	TAXUS X MEDIA	7 GAL.
SHRUB, EVERGREEN CONIFER				
	JUNIPER, BLUE RUG	48	JUNIPERUS HORIZONTALIS 'WILTONII'	5 GAL.
	SPRUCE, DWARF BLUE	48	PICEA DWARF BLUE	5 GAL.

- EXISTING UNDERGROUND, OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE STARTING ANY WORK.
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- ALL SHRUB BEDS IN LAWN AREAS SHALL BE GIVEN A SHOVEL CUT LANDSCAPE EDGE.
- ALL PLANTS SHALL RECEIVE 3" MIN. OF DOUBLE SHREDDED DARK HARDWOOD MULCH. IN LANDSCAPE BEDS MULCH SHALL BE A CONSISTENT 3" DEPTH THROUGHOUT. FOR TREES PLANTED IN TURF AREAS, A 3" RING OF MULCH SHALL BE FORMED INTO A SAUCER IN A MINIMUM RING TWICE THE DIAMETER OF THE ROOT BALL FROM THE TRUNK. ELEVATION OF TOP OF MULCH SHALL BE 12" BELOW ANY ADJACENT PAVEMENT. ADD SNAPSHOT OR PREEN BEFORE AND AFTER PLANTING TO ALL LANDSCAPE BEDS.
- CONTRACTOR SHALL THOROUGHLY WATER IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION. COORDINATE WATERING WITH OWNER'S REPRESENTATIVE/GEN. CONTRACTOR UNTIL SUBSTANTIAL COMPLETION.
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- NO PLANT MATERIAL SUBSTITUTIONS ARE ALLOWED WITH OUT LANDSCAPE ARCHITECT, OWNERS AND OR CITY'S COMMUNITY DEVELOPMENT DEPARTMENT PRIOR WRITTEN APPROVAL.
- ALL TURF AREAS AND PLANT AREAS ARE TO RECIEVE AN AUTOMATIC IRRIGATION SYSTEM. CONTRACTOR MUST SUPPLY A DESIGNED SYSTEM AND HAVE OWNERS APPROVAL BEFORE INSTALLATION.



PICKLEBALL COURT
5" OF SMOOTH DURABLE CONCRETE
DIMENSIONS: 26'X52'
(NET AND COURT WILL BE:
INSTALLED PER MANUFACTURES SPECIFICATION)
COURT TO BE DESIGNED AND SUBMITTED TO
OWNERS BEFORE CONSTRUCTION.
QTY OF: 2



BARCO BRAND A-FRAME PICNIC TABLE
ITEM NUMBER:1ZK5605
DIMENSIONS: 72"LX59'WX30.5"H
COLOR AS SHOWN
PURCHASE FROM "TREE TOP PRODUCTS
(INSTALLED PER MANUFACTURES SPECIFICATION)
QTY OF: 6



PILOT ROCK HEAVY-DUTY MULTI-LEVEL GRILL
ITEM NUMBER:122669
DIMENSIONS: 16"X16"X8"
PURCHASE FROM "SPORTSMAN'S GUIDE"
(INSTALLED PER MANUFACTURES SPECIFICATION)
QTY OF: 4



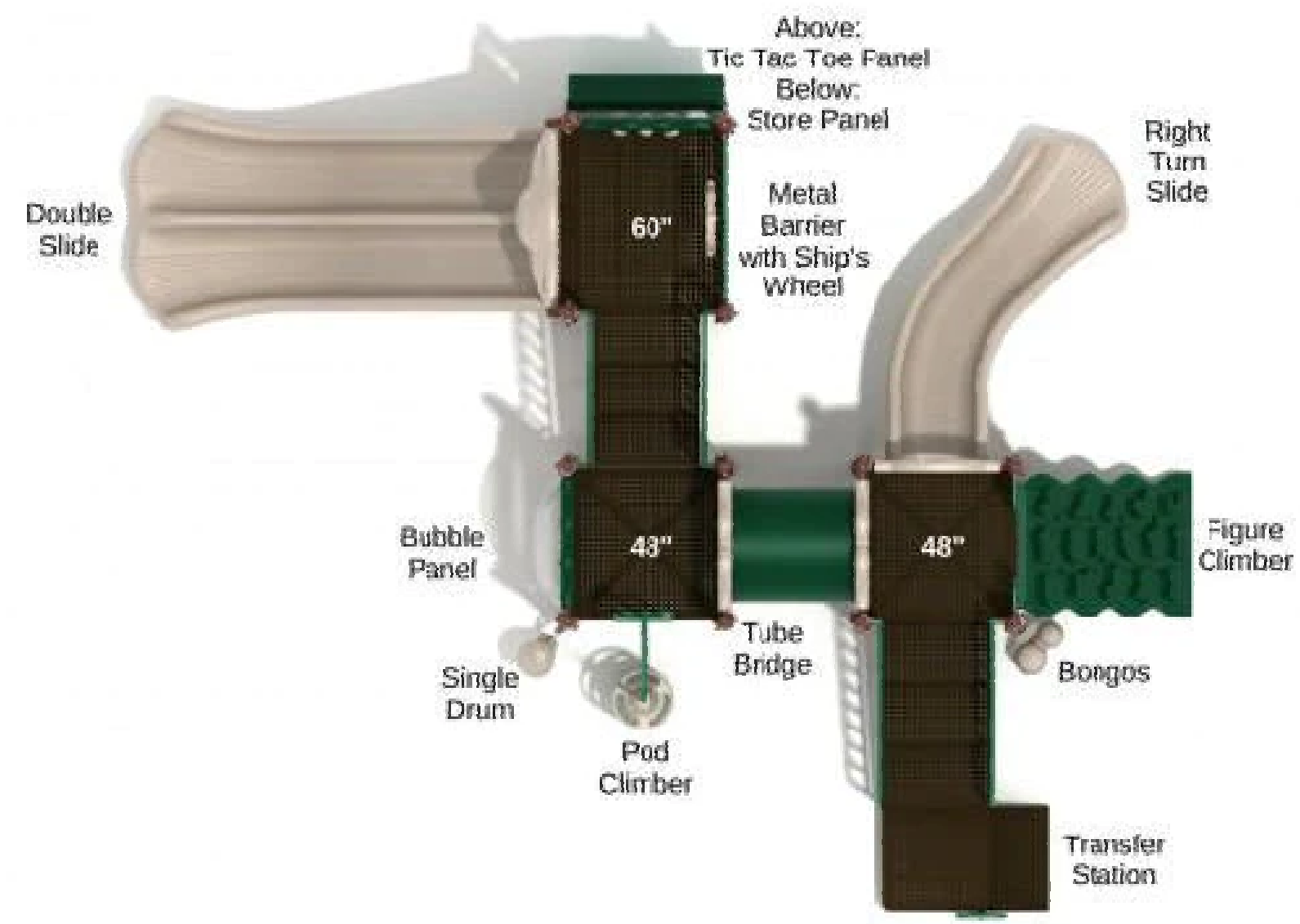
PARK BENCH (CHAMPION BENCHES)
ITEM NUMBER:2ZK2161
DIMENSIONS: 72"L X 13.75"W X 17.25"H
SURFACE MOUNT
PURCHASE FROM (THE BENCH FACTORY)
(INSTALLED PER MANUFACTURES SPECIFICATION)
QTY OF: 6

Revision #:
Date: 6/12/2023

Scale:
1/16" = 1'

Landscape Plan: LS.003
The Gardens of Harrisonville

Landscape Design by: Donavan Jones
Jabal Companies LLC



GRANITE MANOR PLAY SYSTEM
ITEM NUMBER: PKPØØ4N
DIMENSIONS: 29' X 28'8"
PURCHASE FROM "WILLY GOAT PRODUCTS"
(INSTALLED PER MANUFACTURES SPECIFICATION)



CANTILEVER SWING SET
ITEM NUMBER: PSW22ØWS PB
4 BELT / 2 BUCKET
DIMENSIONS: 32' X 43' 5"
PURCHASE FROM "WILLY GOAT PRODUCTS"
(INSTALLED PER MANUFACTURES SPECIFICATION)



PLASTIC PLAYGROUND BORDER
ITEM NUMBER: APS-BORDER 12 2Ø
COLOR: BLACK
DIMENSIONS: 52" X 4" X 12" TALL
PURCHASE FROM "WILLY GOAT PRODUCTS"
(INSTALLED PER MANUFACTURES SPECIFICATION)



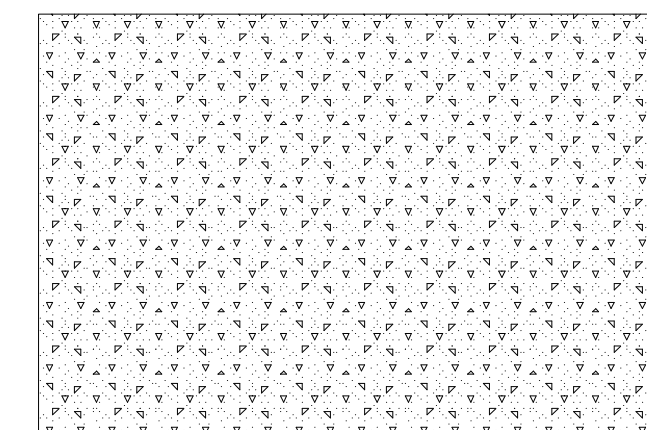
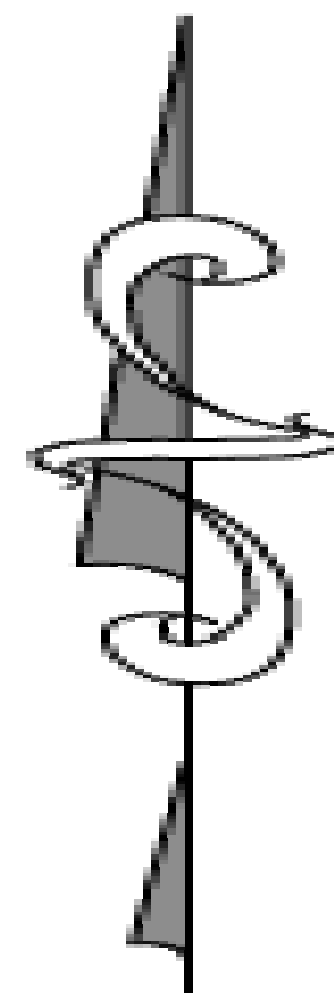
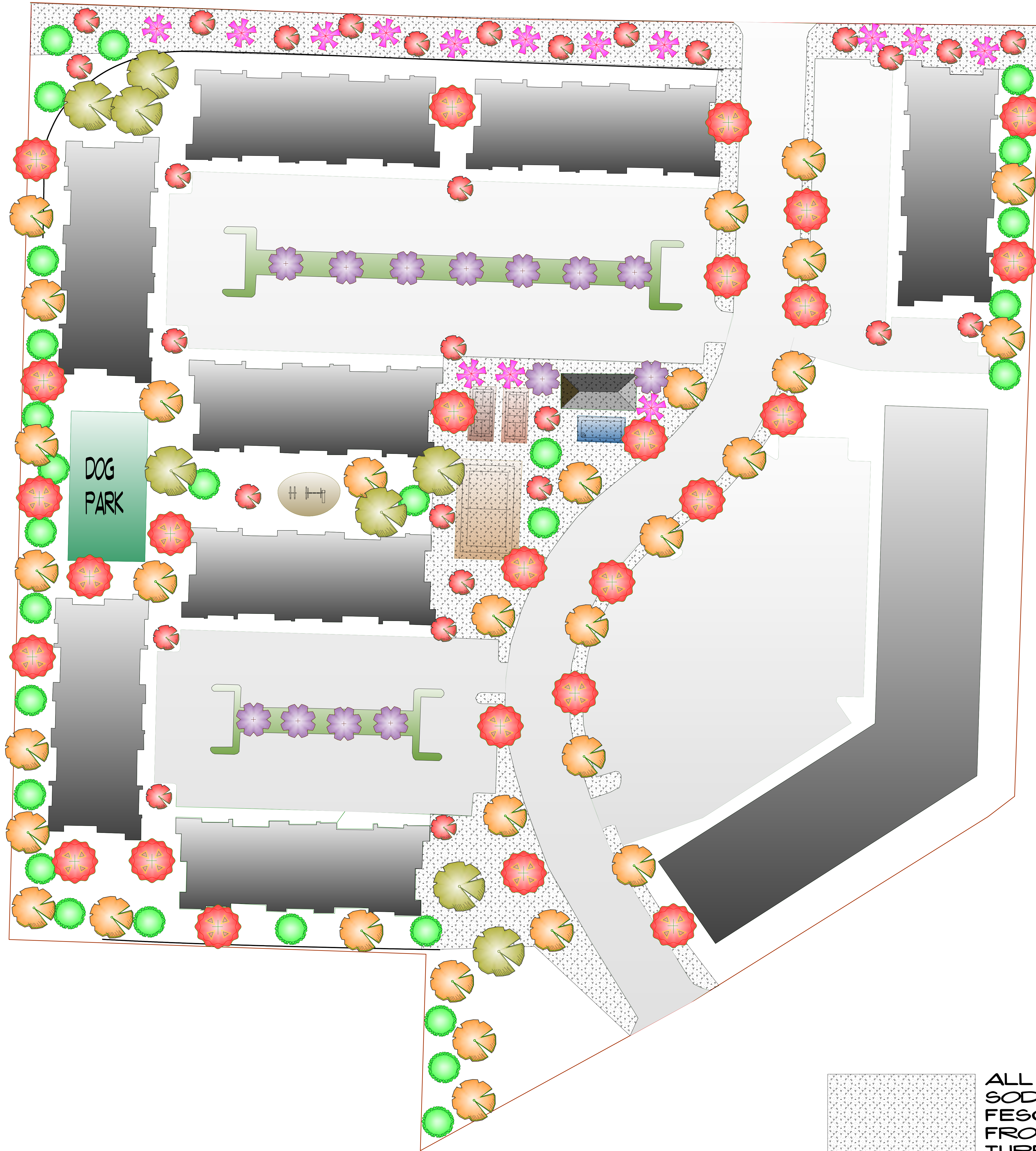
PLAY GROUND MULCH
FROM LOCAL SUPPLER
COLOR: TAN
DIMENSIONS: 6" IN DEPTH

Revision #:
Date: 6/12/2023

Scale:
1/16" = 1'

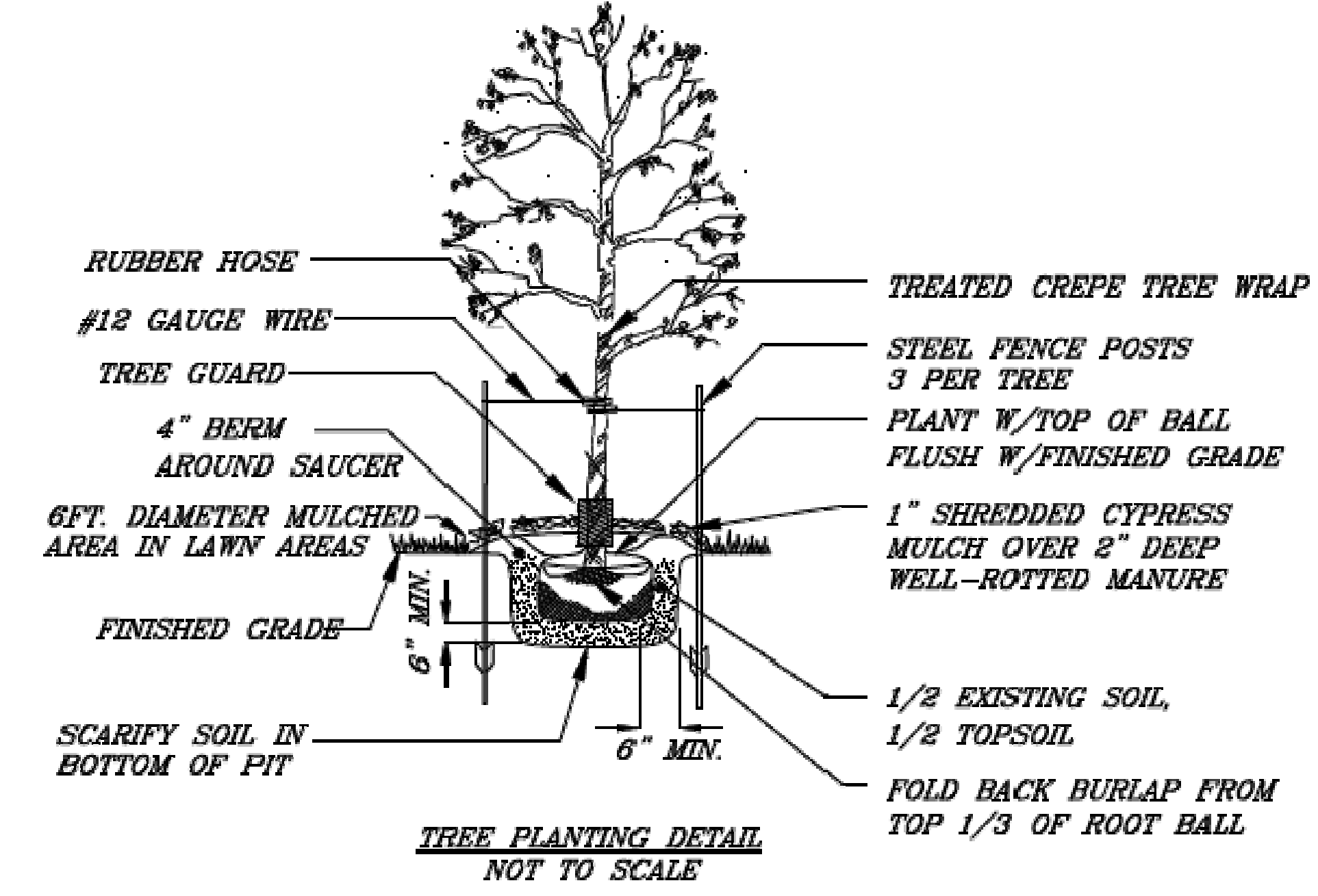
Landscape Plan: LS.004
The Gardens of Harrisonville

Landscape Design by: Donavan Jones
Jabal Companies LLC



ALL AREAS MARKED ARE TO BE SODDED WITH TURF TYPE TALL FESCUE SOD. SOD TO BE GROWN FROM LOCAL TURF FARM "HELTS TURF" ALL GRADE BELOW SOD WILL BE SMOOTH GRADED AND BE FREE FROM ALL ROCKS AND FOREIGN MATERIAL. 12-12-12 FERTILIZER TO BE INSTALLED ON BARE DIRT BEFORE SOD IS INSTALLED TO HELP ROOT GROWTH.

ALL OTHER AREAS NOT HIGHLIGHTED ON THE PLAN ARE TO RECEIVE TURF TYPE FESCUE SEEDED AS PER LINE ITEM 8.



1. EXISTING UNDERGROUND, OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE STARTING ANY WORK.
2. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL GIVE 72-HOUR ADVANCE NOTICE TO ALL THOSE COMPANIES/UTILITIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION TO BE PERFORMED.
3. ALL PLANT MATERIAL SHALL BE OF EXCELLENT QUALITY, FREE OF DISEASE AND INFESTATION, AND TRUE TO TYPE, VARIETY, SIZE SPECIFIED, AND FORM PER AMERICAN NURSERY ASSOCIATION STANDARDS.
4. ALL TREES AND SHRUBS SHALL BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN, FOLLOWING THE LANDSCAPE PLAN ACCURATELY. CAREFULLY HAND DIG AS REQUIRED WHERE UTILITIES ARE LOCATED.
5. ALL SHRUB BEDS IN LAWN AREAS SHALL BE GIVEN A SHOVEL CUT LANDSCAPE EDGE.
6. ALL PLANTS SHALL RECEIVE 3" MIN. OF DOUBLE SHREDDED DARK HARDWOOD MULCH IN LANDSCAPE BEDS. MULCH SHALL BE A CONSISTENT 3" DEPTH THROUGHOUT. FOR TREES PLANTED IN TURF AREAS, A 3" RING OF MULCH SHALL BE FORMED INTO A SAUCER IN A MINIMUM RING TWICE THE DIAMETER OF THE ROOT BALL FROM THE TRUNK. ELEVATION OF TOP OF MULCH SHALL BE 12" BELOW ANY ADJACENT PAVEMENT. ADD SNAPSHOT OR PREEN BEFORE AND AFTER PLANTING TO ALL LANDSCAPE BEDS.
7. CONTRACTOR SHALL THOROUGHLY WATER IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION. COORDINATE WATERING WITH OWNER'S REPRESENTATIVE/GEN. CONTRACTOR UNTIL SUBSTANTIAL COMPLETION.
8. CONTRACTOR SHALL RE-VEGETATE ALL AREA OF THE SITE DISTURBED DURING CONSTRUCTION AS INDICATED ON THE LANDSCAPING PLANTING PLAN. TURF-TYPE TALL FESCUE SEED CONSISTING OF 90% K-31 FESCUE AND 10% PERENNIAL RYE SHALL BE INSTALLED IN ALL AREAS NOT OTHERWISE DESIGNATED AS ANOTHER MATERIAL.
9. PROPOSED TREES SHALL NOT BE PLACED OVER EXISTING OR PROPOSED UTILITY SERVICE LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND UTILITY LOCATIONS AND HAVE THEM MARKED DURING TREE PLANTING OPERATIONS.
10. NO PLANT MATERIAL SUBSTITUTIONS ARE ALLOWED WITH OUT LANDSCAPE ARCHITECT, OWNER'S AND/OR CITY'S COMMUNITY DEVELOPMENT DEPARTMENT PRIOR WRITTEN APPROVAL.
11. ALL TURF AREAS AND PLANT AREAS ARE TO RECEIVE AN AUTOMATIC IRRIGATION SYSTEM. CONTRACTOR MUST SUPPLY A DESIGNED SYSTEM AND HAVE OWNER'S APPROVAL BEFORE INSTALLATION.

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1720 Peachtree Rd. NW
Suite 305
Atlanta, GA 30309
404.902.7222
www.powersbrown.com

PROJECT TITLE

HARRISONVILLE
MULTI-FAMILY

PROJECT ADDRESS

A PROJECT FOR

27, LCC

GENERAL NOTES

△	DATE	REVISION

PROJECT NO: 236035
DRAWN BY: VM
CHECKED BY: BM

SHEET NAME

OVERALL BUILDING
ELEVATIONS - BUILDING 1

SEAL

SHEET NUMBER

A201

ELEVATION GENERAL NOTES

- EQUIPMENT SUCH AS CONDUIT, VENTS, GRILLS, METERS AND PLUMBING VENTS ATTACHED TO THE BUILDING FACE OR PROTRUDING FROM THE ROOF SHALL BE PAINTED TO MATCH SURROUNDING BUILDING SURFACES
- LOCATION OF ALL EXHAUST AND ALL OTHER EXTERIOR PENETRATIONS TO BE COORDINATED WITH ARCHITECT PRIOR TO INSTALLATION
- ALL WINDOWS TO BE 2'-0" SILL HEIGHT FROM T.O. FINISH FLOOR, UNLESS NOTED OTHERWISE
- BRICK CONTROL JOINTS TO BE PER SPECS & PER ELEVATION DWGS. GC TO PROVIDE ELEVATION LAYOUT FOR CONTROL JOINT LOCATIONS AS PART OF BRICK SUBMITTAL
- BRICK SHALL BE COURSING IN ALL LOCATIONS W/ OUTSIDE CORNERS. CUT BRICK AS NECESSARY @ INSIDE CORNERS. BRICK SHALL COURSE @ ALL OPENINGS, U.N.O.
- FIBER CEMENT CORNER TRIM TO BE AT ALL SIMILIAR & DISSIMILIAR CORNERS BETWEEN FC PANEL AND FC LAP SIDING



C2 OVERALL ELEVATION - EAST - BUILDING 1
SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTE LEGEND	
Key Value	Keynote Text
E1	BRICK RUNNING BOND VENEER
E2	BRICK SOLDIER COURSE AT FC TRANSITION
E8	BALCONY RAILING (49") HIGH
E9	FIBER CEMENT PANEL DARK GREY
E10	FIBER CEMENT PANEL WHITE
E11	FIBER CEMENT LAP SIDING YELLOW
E12	FIBER CEMENT LAP SIDING LIGHT GREY
E19	METAL DOWNSPOUT



A4 OVERALL ELEVATION - NORTH - BUILDING 1
SCALE: 1/8" = 1'-0"

C:\Users\mahala\Documents\Harrisonville Multi-Family_R23_Central_mahala\CH9\YD.rvt

6/9/2023 9:59:25 AM

Attachment: App1.3PREDEV-23-001-Prelim Devel Plan for Multi Family and a Senior Living Facility (App1.3PREDEV-23-001-Prelim Devel Plan for Multi Family and a Senior Living Facility)

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ecture

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Suite 305
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PROJECT TITLE

HARRISONVILLE
MULTI-FAMILY

PROJECT ADDRESS

A PROJECT FOR

27, LCC

GENERAL NOTES

△	DATE	REVISION

PROJECT NO: 236035
DRAWN BY: VM
CHECKED BY: BM

SHEET NAME

OVERALL BUILDING
ELEVATIONS - BUILDING 1

SEAL

SHEET NUMBER

A202

ELEVATION GENERAL NOTES

- EQUIPMENT SUCH AS CONDUIT, VENTS, GRILLS, METERS AND PLUMBING VENTS ATTACHED TO THE BUILDING FACE OR PROTRUDING FROM THE ROOF SHALL BE PAINTED TO MATCH SURROUNDING BUILDING SURFACES
- LOCATION OF ALL EXHAUST AND ALL OTHER EXTERIOR PENETRATIONS TO BE COORDINATED WITH ARCHITECT PRIOR TO INSTALLATION
- ALL WINDOWS TO BE 2'-0" SILL HEIGHT FROM T.O. FINISH FLOOR, UNLESS NOTED OTHERWISE
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- FIBER CEMENT CORNER TRIM TO BE AT ALL SIMILIAR & DISSILIAR CORNERS BETWEEN FC PANEL AND FC LAP SIDING

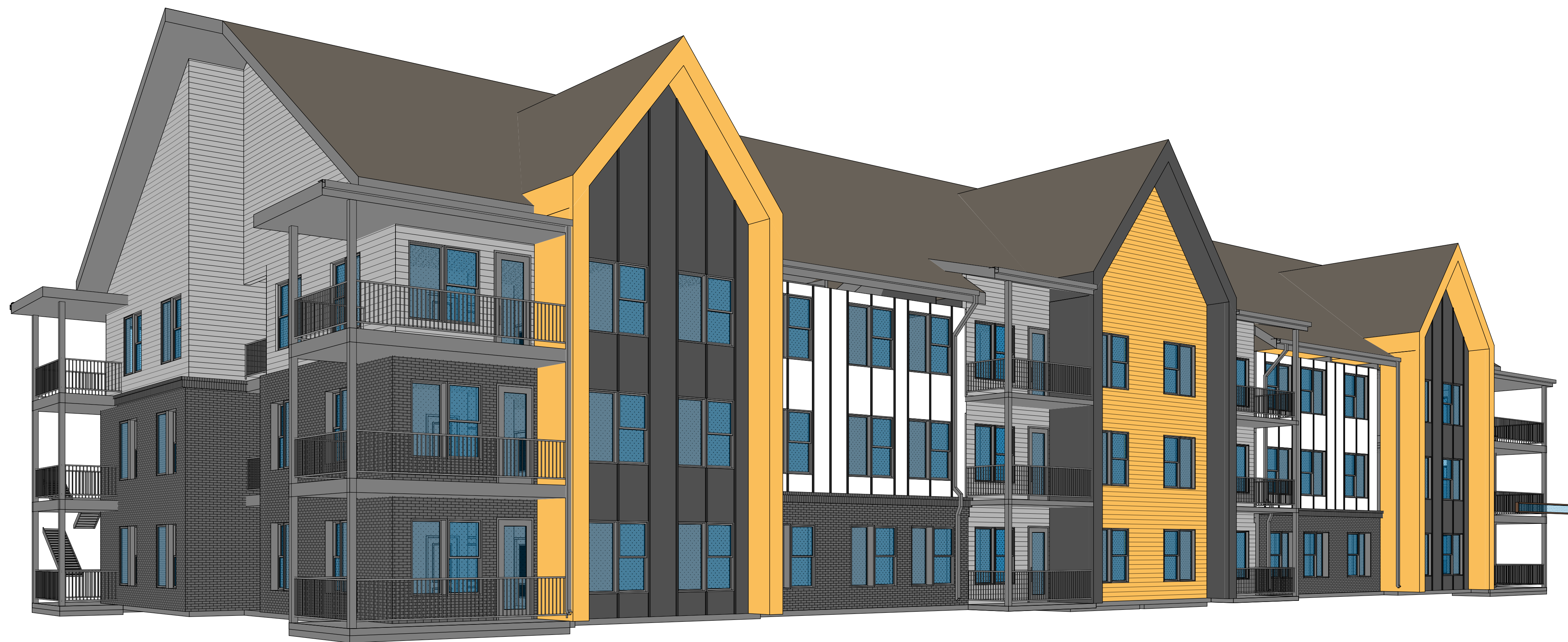


B2 OVERALL ELEVATION - WEST - BUILDING 1
SCALE: 1/8" = 1'-0"



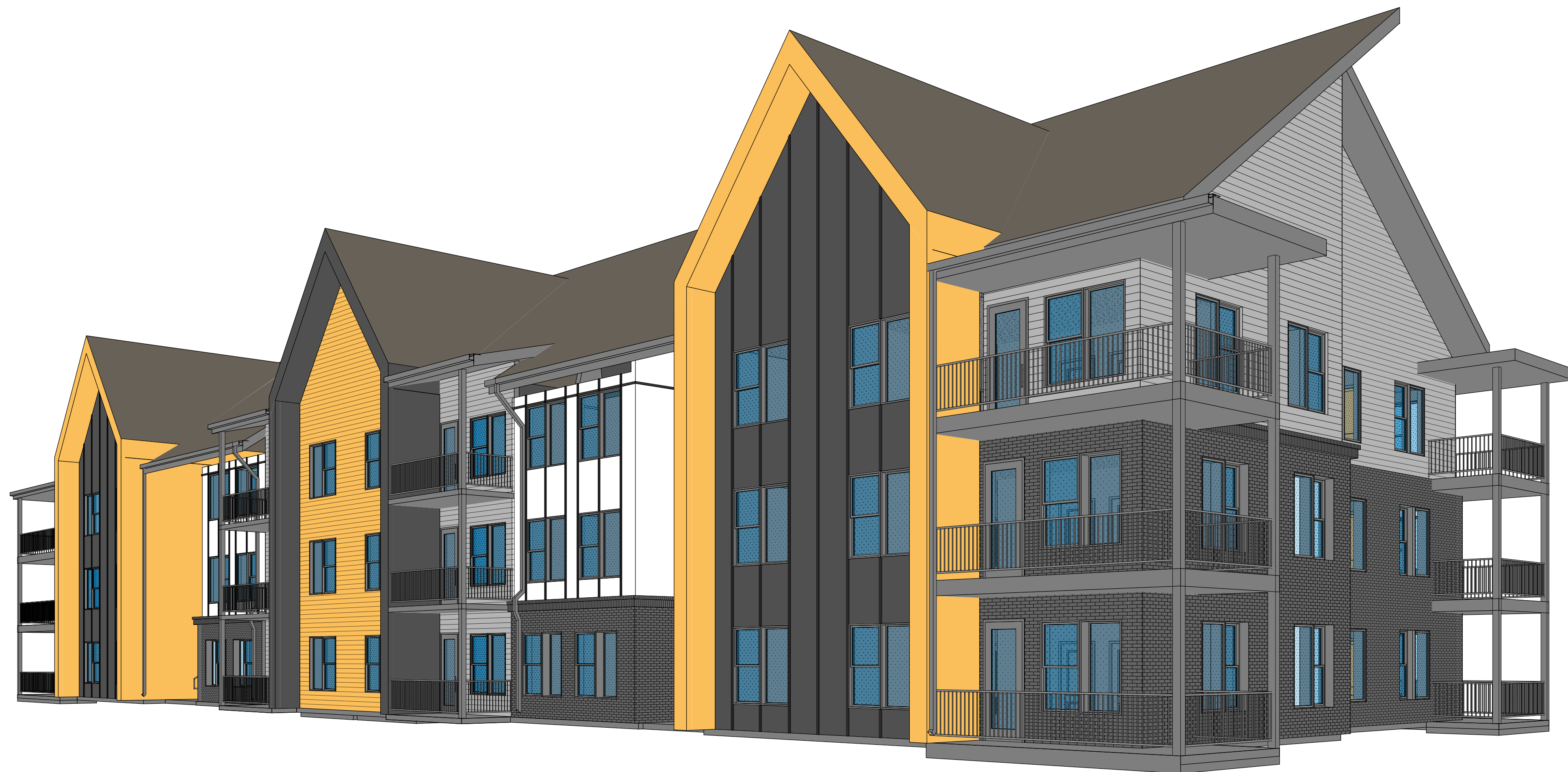
A4 OVERALL ELEVATION - SOUTH - BUILDING 1
SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTE LEGEND	
Key Value	Keynote Text
E1	BRICK RUNNING BOND VENEER
E2	BRICK SOLDIER COURSE AT FC TRANSITION
E8	BALCONY RAILING (49") HIGH
E9	FIBER CEMENT PANEL DARK GREY
E10	FIBER CEMENT PANEL WHITE
E11	FIBER CEMENT LAP SIDING YELLOW
E12	FIBER CEMENT LAP SIDING LIGHT GREY
E19	METAL DOWNSPOUT



C4 BUILDING 1 - PERSPECTIVE
SCALE:

SCALE:



A4 **BUILDING 1 - PERSPECTIVE 2**
SCALE:

SCALE

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PROJECT TITLE

HARRISONVILLE
MULTI-FAMILY

PROJECT ADDRESS

A PROJECT FOR
27, LCC

GENERAL NOTES

[illegible]

PROJECT NO:	236035
DRAWN BY:	NC
CHECKED BY:	BM

SHEET NAME

3D VIEWS - BUILDING 1

SEAL

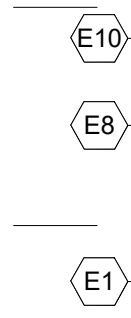
SHEET NUMBER

A203

1. EQUIPMENT SUCH AS CONDUIT, VENTS, GRILLS, METERS AND PLUMBING VENTS ATTACHED TO THE BUILDING FACE OR PROTRUDING FROM THE ROOF SHALL BE PAINTED TO MATCH SURROUNDING BUILDING SURFACES
2. LOCATION OF ALL EXHAUST AND ALL OTHER EXTERIOR PENETRATIONS TO BE COORDINATED WITH ARCHITECT PRIOR TO INSTALLATION
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6. FIBER CEMENT CORNER TRIM TO BE AT ALL SIMILAR & DISSIMILAR CORNERS BETWEEN FC PANEL AND FC LAP SIDING



C2



PROJECT NO: 236035
DRAWN BY: VM
CHECKED BY: BM
SHEET NAME

OVERALL BUILDING ELEVATIONS - BUILDING 2

SEAL	SHEET NUMBER
	A204

GARDENS OF HARRIOSNVILLE

TRAFFIC IMPACT ANALYSIS

July 11, 2023

RECEIVED

JUL 11 2023

CITY OF HARRISONVILLE

Prepared For:
Warger Associates

Prepared By:
Priority Engineers, Inc.
PO Box 563
Garden City, MO 64747





July 11, 2023

Mr. Steve Warger

RE: Garden's of Harrisonville – Harrisonville, MO

Dear Mr. Warger,

In response to your request, Priority Engineers, Inc. has completed a traffic impact analysis for the above referenced project. The purpose of the analysis is to determine the potential traffic impacts associated with this development on the intersections and streets surrounding this site, primarily during the AM and PM peak hours. The following report documents our analysis and recommendations.

We appreciate the opportunity to work with you on this project. Please contact us with any questions or if you require additional information.

Sincerely,

PRIORITY ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Kristin L. Skinner'.

Kristin L. Skinner, P.E., PTOE
President

Priority Engineers, Inc.
PO Box 563
Garden City, MO 64747
816.738.4400

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Left Turn Lane Guidelines for Two-Lane Roads less than or equal to 40mph
(MoDOT EPG 940.9.1)
Right Turn Lane Guidelines for Two-Lane Roadways (MoDOT EPG 940.9.8)
Peak Hour Signal Warrant (MO 7 & Oriole)

Figure 23

Figure 24

Figure 25

APPENDIX II

Peak Hour Traffic Counts
Synchro Report

1) INTRODUCTION

The purpose of this study is to examine the potential traffic impacts associated with the proposed Gardens of Harrisonville development. The site is to be constructed where the former Cass Regional Hospital building is located on the north side of Missouri Route 7 (Mechanic Street), opposite of Oriole Street.

The study area is shown in Figure 1. The site layout is shown in Figure 2.

2) EXISTING CONDITIONS

The existing site is currently a vacant building which previously was used as a hospital. The site is bordered to the south by Missouri Route 7. MO-7 is classified as a Minor Arterial by the Mid America Regional Council (MARC). MO-7 has a two-lane cross section with open drainage and a posted speed limit of 35 miles per hour. The site is bordered to the north by Elm Street. Elm Street has a posted speed limit of 35 miles per hour, but is posted as a school zone adjacent to this property from 6:30 AM to 4:00 PM. Elm Street has a two-lane cross section with curb and gutter and an enclosed drainage system. Elm Street is classified by MARC as a Local Road.

The site is bordered to the west by single family residential homes. To the northwest, is the Harrisonville Senior High School and the main entrance to the Cass Career Center. To the north, is a single family home with commercial development to the northeast. The remainder of the surrounding property is commercial in nature.

The property currently has two main access points and a third service entrance. The main entrance onto MO-7 is currently offset from Oriole Street by approximately 20' between centerlines. The entrance onto Elm Street is located approximately 175' east of the Cass Career Center Drive and 150' west of the single-family driveway. The service entrance roughly aligns with a residential driveway.

Peak Hour turning movement counts for the intersections of MO-7 and Oriole Street and Elm Street and the Cass Career Center Drive were collected on May 23rd and May 24th of this year. The AM Peak Hour was found to be from 7:00 to 8:00 and the PM Peak Hour was found to be from 4:30 to 5:30. The complete traffic counts are shown in Appendix II. The peak hour traffic volumes and existing lane configurations are shown in Figures 3-6.

3) PROPOSED DEVELOPMENT

The proposed development will contain 288 units of multifamily housing. The remaining space is expected to either be developed as a 40,000 square foot library, or an additional 80 units dedicated to senior adult housing.

The entrance onto MO-7 will be aligned with Oriole Street in conjunction with this development and Oriole Street will be continued north to Elm Street. Oriole Street will connect to Elm Street at approximately the same location as the existing service drive.

The proposed site plan is shown in Figure 2.

4) TRIP GENERATION

The vehicle trips generated by the proposed development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation, 11th Edition. Land Use (220) Multifamily Housing (Low-Rise) was selected for the 288 apartment units. The proposed development was analyzed with both a 40,000 square foot Library (Land Use 590) and with Senior Adult Housing – Multifamily (Land Use 252). The estimated AM and PM peak hour traffic volumes associated with each scenario are shown in Tables 1 and 2.

Table 1: Trip Generation (with Library)								
Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multifamily Housing (Low-Rise)	288 Units	1921	112	27	85	144	91	53
Library	40,000 SF	2785	55	39	16	356	171	185
Total		4706	167	66	101	500	262	238

It is worth noting that the proposed library is significantly larger than the average 15,000 square feet listed in ITE data and it is likely that the library trips are overestimated.

Table 2: Trip Generation (with Senior Housing)								
Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multifamily Housing (Low-Rise)	288 Units	1921	112	27	85	144	91	53
Senior Adult Housing - Multifamily	80 Units	256	16	5	11	20	11	9
Total		2177	128	32	96	164	102	62

5) TRIP DISTRIBUTION AND ASSIGNMENT

Trips generated by the proposed Gardens of Harrisonville Development were distributed based on existing traffic flows and a general analysis of the surrounding area. The trips were distributed onto the existing street system approximately as follows:

- 35 percent to and from the north via MO 7
- 50 percent to and from the south via MO 7
- 5 percent to and from the south via Oriole Street
- 5 percent to and from the east via Elm Street
- 5 percent to and from the west via Elm Street

The proposed traffic volumes for library scenario can be seen in Figures 7 and 8. The proposed traffic volumes for the senior housing scenario can be seen in Figures 11 and 12.

6) AUXILIARY LANES

Section 940 of the MoDOT Engineering Policy Guide (EPG) was consulted to determine the need for turn lanes at the intersection of MO-7 and Oriole Street. Based on the criteria of 940.9.1, a left turn lane will be warranted with either a library or with senior housing. Based on the criteria outlined in 940.9.8, a right turn lane will not be warranted with either development use.

An eastbound and westbound left turn lane has been included in the analysis of each of the proposed and future scenarios.

7) LEVEL OF SERVICE AND VOLUME/CAPACITY ANALYSES

Capacity analysis was used to quantify the impacts of the increased traffic on the intersections studied. The methodology outlined in the Highway Capacity Manual, 6th Edition, was used as a basis to perform the analysis for this study. Capacity analysis defines the quality of traffic operation for an intersection using a grading system called Level of Service (LOS). The LOS is defined in terms of average vehicle delay. Levels of service A through F have been established with A representing the best and F the worst.

Table 3: Level of Service Definitions		
Level of Service	Unsignalized Intersection	Signalized Intersection
A	< 10 Seconds	< 10 Seconds
B	< 15 Seconds	< 20 Seconds
C	< 25 Seconds	< 35 Seconds
D	< 35 Seconds	< 55 Seconds
E	< 50 Seconds	< 80 Seconds
F	≥ 50 Seconds	≥ 80 Seconds

The study intersections were evaluated using Synchro based on part on Highway Capacity Manual methods. The analysis reports are included in Appendix II.

Existing Conditions

The levels of service, lane configuration, and queue lengths for existing conditions are shown in Figures 5 and 6 in Appendix I. Currently, all stop-controlled movements are a level of service C or better in both the AM and the PM Peak Hours with a design queue of less than one vehicle except for northbound Oriole Street in the AM Peak Hour. In the existing AM Peak Hour, northbound Oriole Street has a level of service D and a design queue of 33'.

Existing + Proposed Development Conditions (with Library)

The levels of service, lane configuration, and queue lengths for existing conditions are shown in Figures 9 and 10 in Appendix I. The stop-controlled movements onto Elm Street are a level of service B or better in both the AM and the PM Peak Hours with a design queue of less than one vehicle. At the intersection of MO-7 & Oriole Street, the northbound movement is a level of service E in the AM Peak Hour with a design queue of 60', while the southbound movement is a level of service E with a design queue of 40' for the left/through lane and a level of service B

with less than one vehicle design queue for the southbound right turn lane. In the PM Peak Hour, the northbound movement at this intersection is a level of service E with a 50' design queue, while the southbound movement is a level of service F with a 125' design queue for the left/through lane and a level of service B with less than one vehicle queued for the right turn lane.

Existing + Proposed Development Conditions (with Senior Housing)

The levels of service, lane configuration, and queue lengths for existing conditions are shown in Figures 13 and 14 in Appendix I. The stop-controlled movements onto Elm Street are a level of service B or better in both the AM and the PM Peak Hours with a design queue of less than one vehicle. At the intersection of MO-7 & Oriole Street, the northbound movement is a level of service E in the AM Peak Hour with a design queue of 48', while the southbound movement is a level of service E with a design queue of 30' for the left/through lane and a level of service B with less than one vehicle design queue for the southbound right turn lane. In the PM Peak Hour, the northbound movement at this intersection is a level of service C with less than a one vehicle design queue, while the southbound movement is a level of service D with less than a one vehicle design queue for the left/through lane and a level of service B with less than one vehicle queued for the right turn lane.

8) FUTURE CONDITIONS

Mid America Regional Council (MARC) population growth projections were consulted when considering a future scenario. MARC anticipates Harrisonville to experience a 0.73% annual growth rate between 2020 and 2040.

A growth factor of 1% per year for 20 years was applied to the background traffic volumes and the intersections were reevaluated. The traffic volumes, levels of service, lane configuration, and queue lengths for the horizon year (2043) are shown in Figures 17-18 and 21-23 in Appendix I.

As traffic volumes on MO-7 increase, stop controlled movements will continue to experience low levels of service during peak hours. The maximum queue anticipated would be 180' for the southbound left/through lane onto MO-7 from the development if a library were constructed. Alternate routes to exit the site are available through Elm Street and the signalized intersection of MO-7 and Elm Street.

9) SIGNAL WARRANTS

Section 902.3.5 of the MoDOT Engineering Policy Guide (EPG) was consulted for the intersection of MO-7 with Oriole Street. It is important to note that Warrant Three, Peak Hour is normally intended to be used for instances where an unusually large amount of traffic is generated in a short amount of time such a factory or an office complex. In this instance, Warrant 3 is the only Warrant that could be evaluated with the available traffic data. A summary of this analysis is found in Figure 25. The peak hour signal warrant is only met in the PM Peak Hour if the library is constructed. It is probable that delays for the southbound left/through lane would encourage drivers to use the north exit from the development onto Elm Street and exit onto northbound MO 7 at the MO 7 and Elm Street signal.

10) SIGHT DISTANCE

Stopping sight distance and intersection sight distance were measured for the proposed entrances into the development. Intersection sight distance represents the distance and time required for the driver to make the decision to turn and to complete the turn without slowing oncoming traffic. Stopping sight distance represents the distance and time required to observe a two-foot-tall object in the roadway and to then safely come to a stop. Both Elm Street and MO-7 have a posted speed limit of 35. The measurements and calculations are illustrated in Table 4 below.

Table 4: Sight Distance Values				
	Measured Stopping Sight Distance	AASHTO Required Distance (40 mph design speed)	Measured Intersection Sight Distance	AASHTO Required Distance (40 mph design speed)
North Entrance onto Elm Street				
To the east	>600'	305'	>600'	445'
To the west	415'	305'	430'	385'
South Entrance onto MO-7 Street				
To the east	>600'	305'	>600'	385'
To the west	>600'	305'	>600'	445'

While acceptable sight distance is available at both entrances into the development, careful consideration should be given to sight distance obstructions when planning future landscaping and signing, as well as maintaining the vegetative growth within the right-of-way of MO-7.

11) ACCIDENT HISTORY

A review was made of the available accident data within the MSHP's STARS reporting database. The review was made for a five-year period between June 1, 2018 and June 1, 2023 for the study intersections. During this time period there was a single crash on Elm Street, a fixed object crash during daylight hours with property damage only.

For the study intersection on MO-7, both MO-7 and CST Mechanic ST were searched. Similarly for this intersection, crashes at either Hospital Drive or CST Oriole ST were included. In total there were eleven accidents during this five-year period. Eight of the crashes occurred in daylight hours with the remaining crashes occurring under dark lighted conditions. Only two of the crashes were of a personal injury severity with the remaining crashes being property damage only. Two of the crashes were involving a fixed object with the remaining crashes involving a motor vehicle in transit.

12) RECOMMENDATIONS & CONCLUSIONS

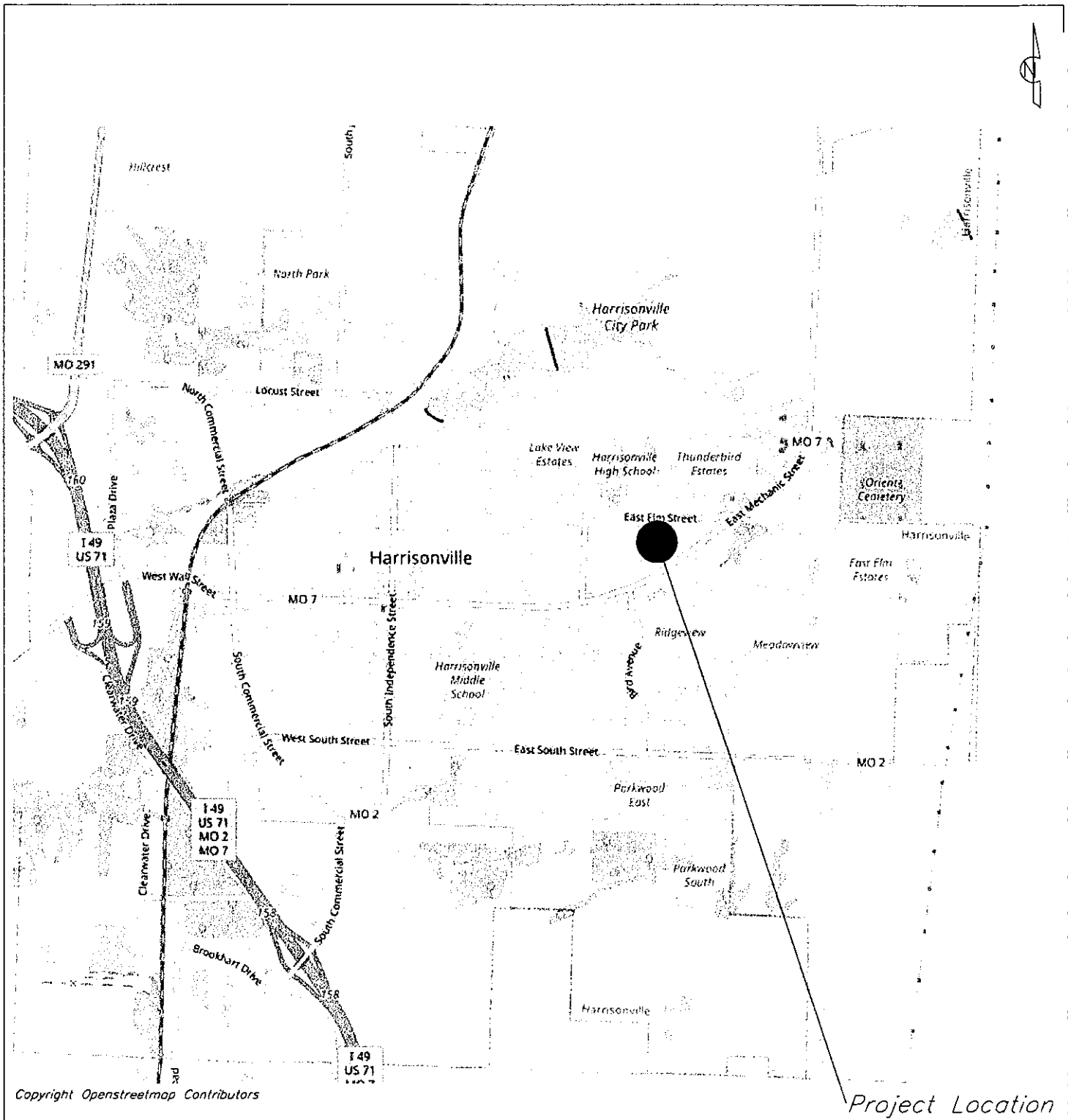
This study documents the impact of the proposed Gardens of Harrisonville development. This development includes a 40,000 square foot building which may be developed as a library. Alternatively, this same area within the site may be developed as 80 units of senior housing. Both possibilities were analyzed within this study.

The southern entrance into the site will be realigned with Oriole Street with this development. An eastbound left turn lane threshold is met with either development option. Eastbound and westbound left turn lanes should be constructed at the intersection of Oriole Street and MO-7. Each turn lane should be 140' in length with a 100' taper.

No additional traffic improvements are required as a result of this development.

APPENDIX I

Project Location	Figure 1
Site Plan	Figure 2
Existing AM Peak Hour Traffic Volumes	Figure 3
Existing PM Peak Hour Traffic Volumes	Figure 4
Existing AM Peak Hour Lane Configurations & Levels of Service	Figure 5
Existing PM Peak Hour Lane Configurations & Levels of Service	Figure 6
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Existing + Proposed Development (with Library) PM Peak Hour Traffic Volumes	Figure 8
Existing + Proposed Development (with Library) AM Peak Hour Lane Configurations & Levels of Service	Figure 9
Existing + Proposed Development (with Library) PM Peak Hour Lane Configurations & Levels of Service	Figure 10
Existing + Proposed Development (with Senior Housing) AM Peak Hour Traffic Volumes	Figure 11
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Existing + Proposed Development (with Senior Housing) AM Peak Hour Lane Configurations & Levels of Service	Figure 13
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Left Turn Lane Guidelines for Two-Lane Roads less than or equal to 40mph (MoDOT EPG 940.9.1)	Figure 23
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Peak Hour Signal Warrant (MO 7 & Oriole)	Figure 25



Project Location

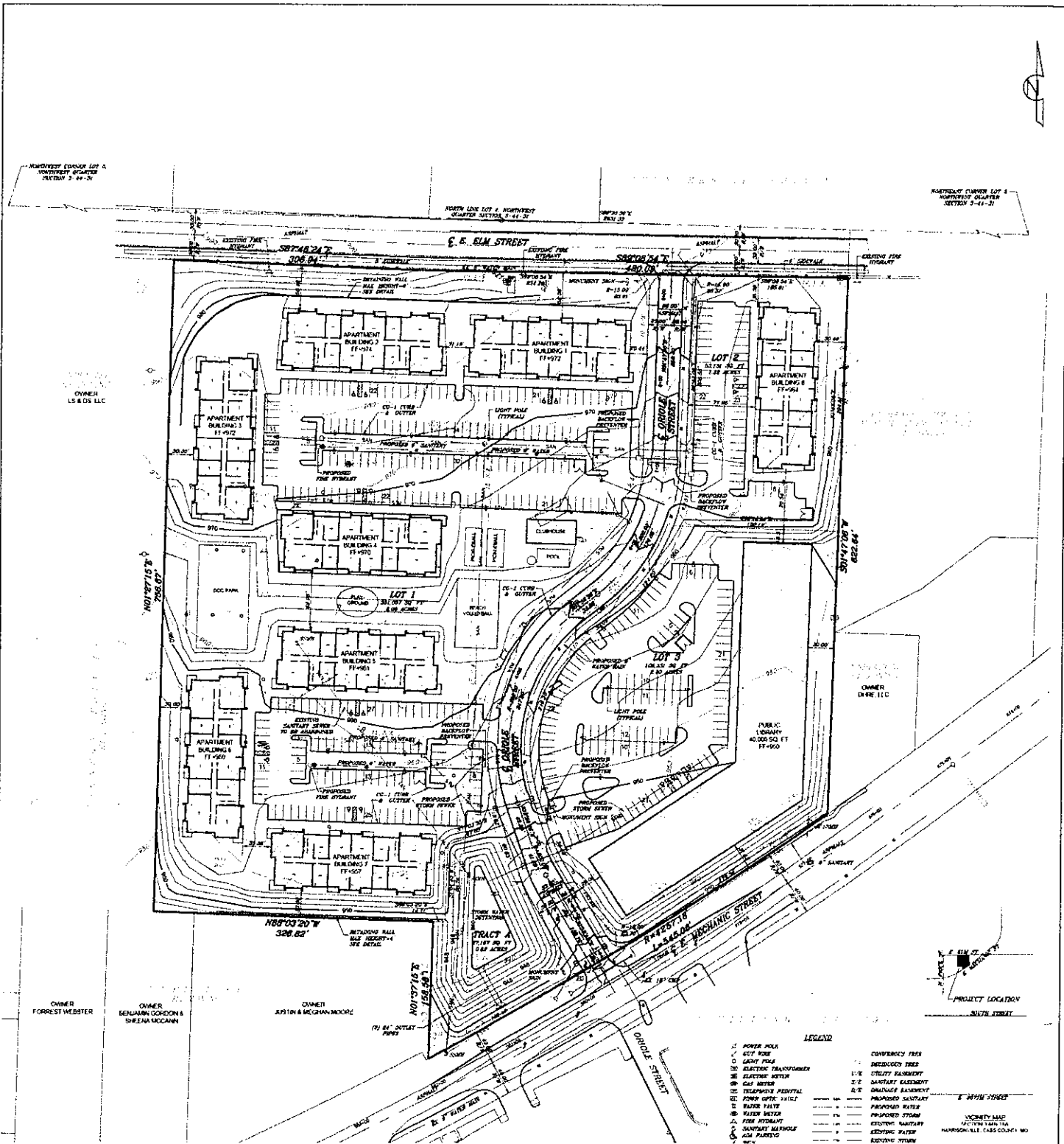
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 1



Priority
ENGINEERS



R.L. Buford & Associates Engineering, LLC

LAND SURVEYING - CIVIL ENGINEERS - DEVELOPMENT CONSULTANTS

R.L. BUFORD & ASSOCIATES, LLC

rob@rlbuford.com

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

Site Plan

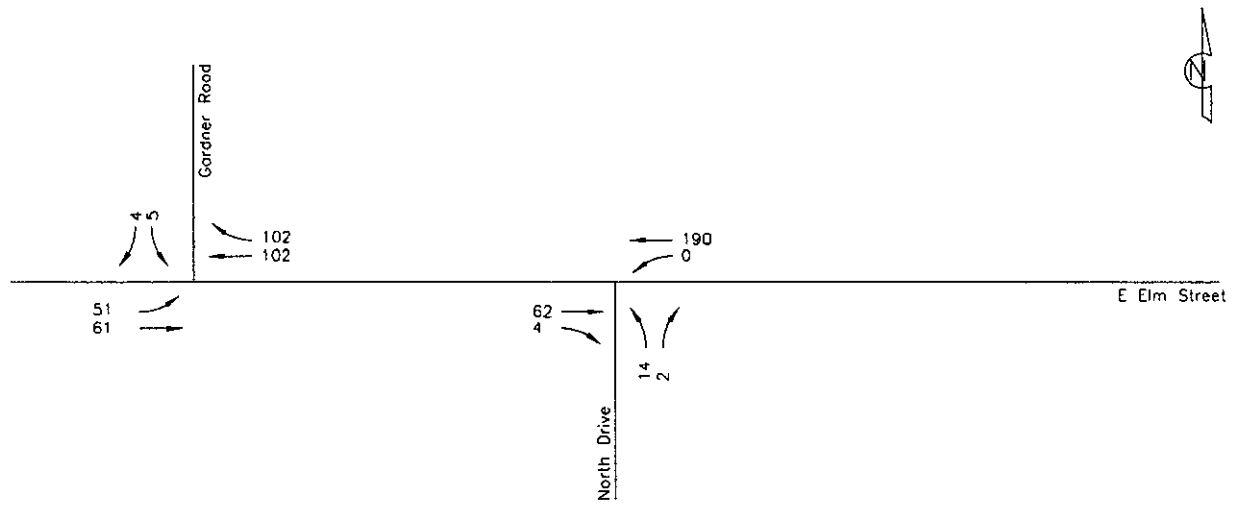
Gardens of
Harrisonville
Harrisonville, MO

No Scale

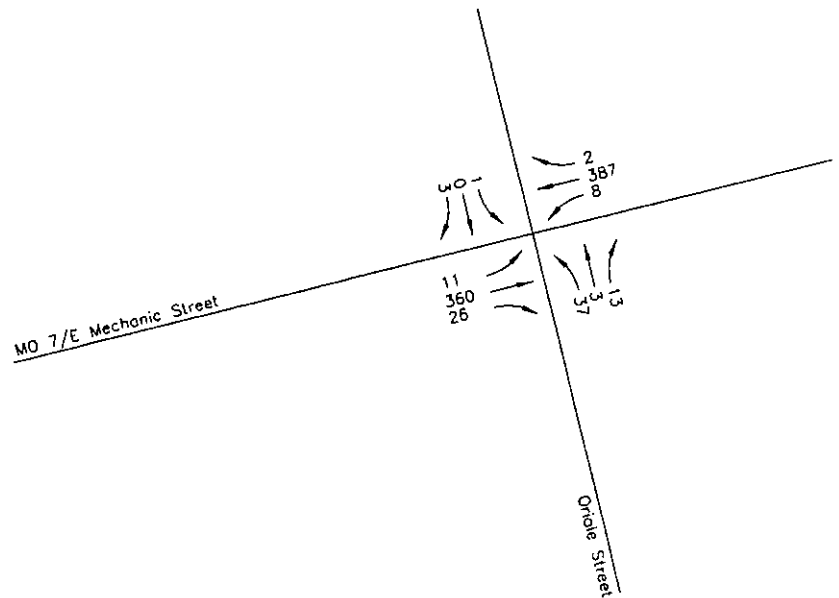
Figure 2



Priority
ENGINEERS



LEGEND
 Total Volume



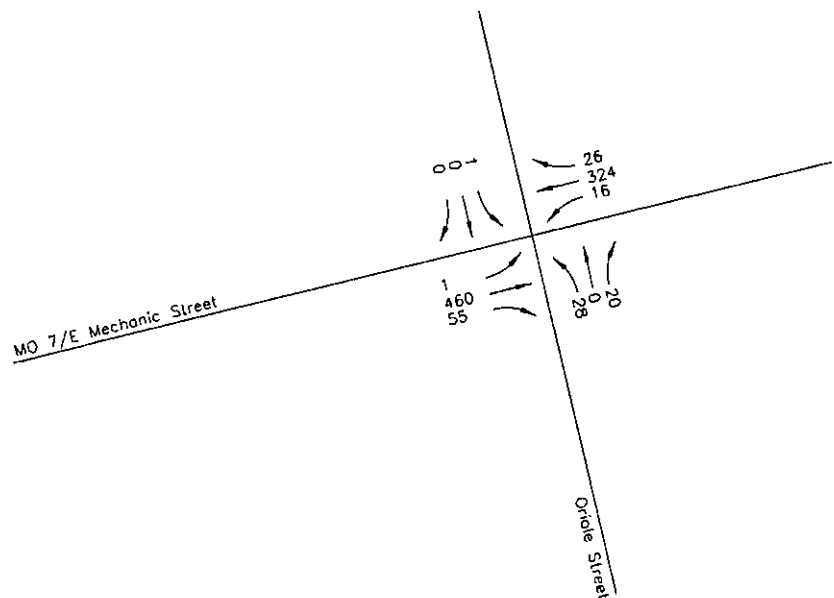
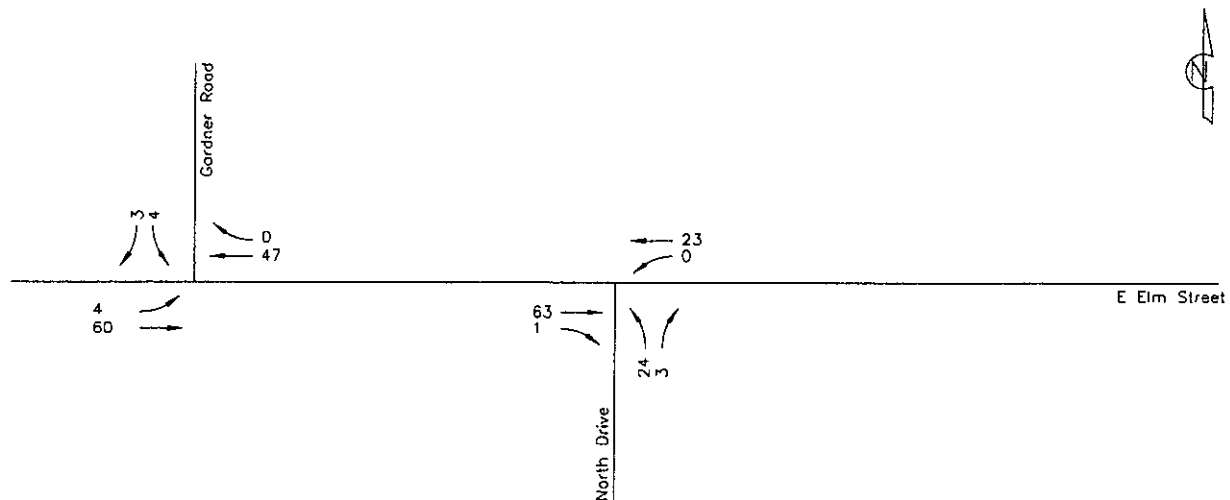
Existing AM Peak Hour
 Traffic Volumes

Gardens of
 Harrisonville
 Harrisonville, MO

No Scale
 Figure 3



Priority
 ENGINEERS



LEGEND

 Total Volume

Existing PM Peak Hour
Traffic Volumes

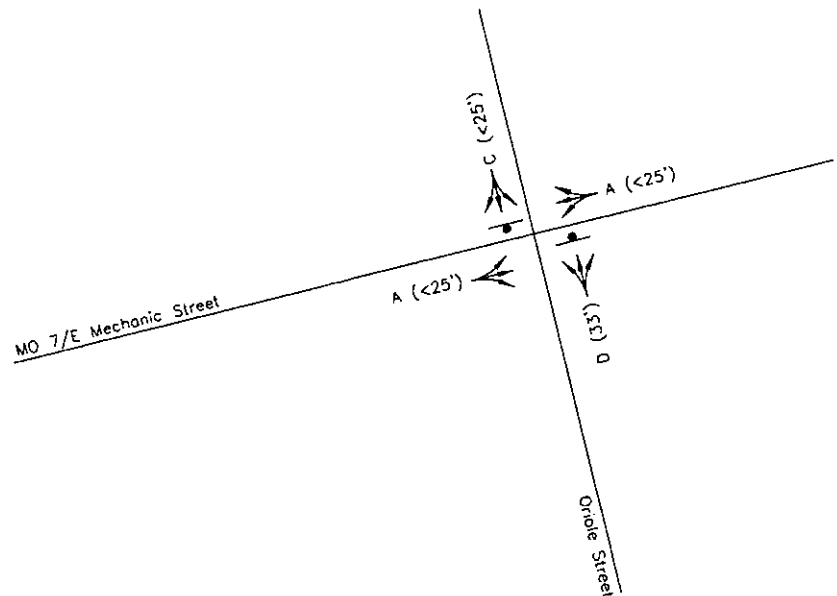
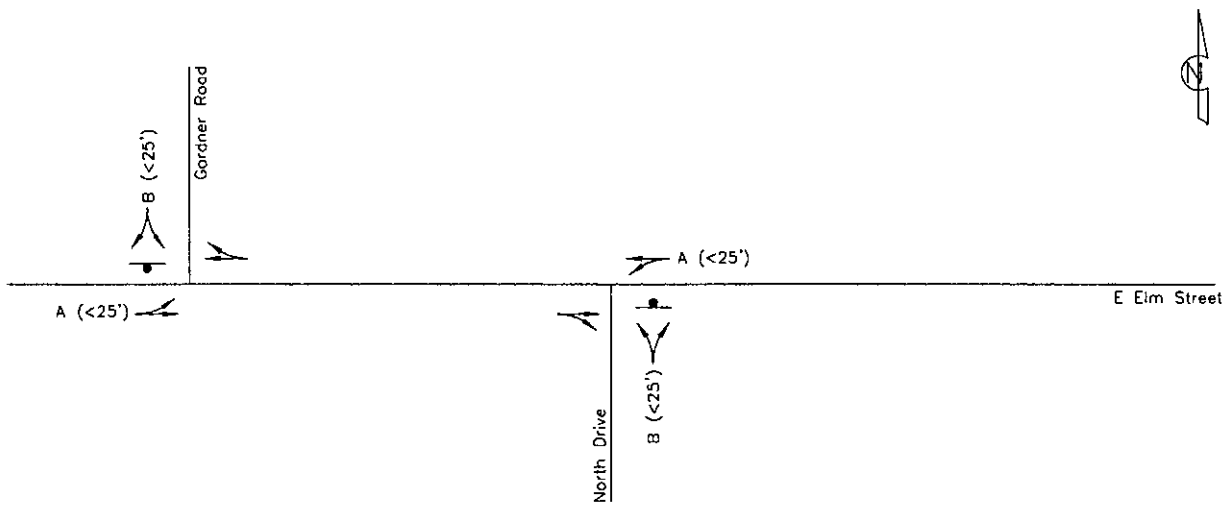
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 4



Priority
ENGINEERS



LEGEND

- HCM LOS (95th Percentile Queue in Vehicles)
- Stop Sign
- Traffic Signal LOS

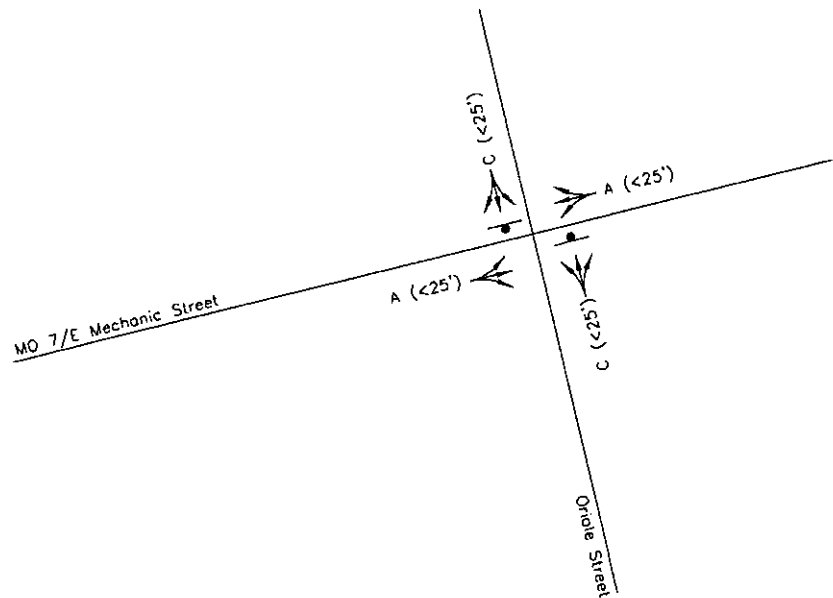
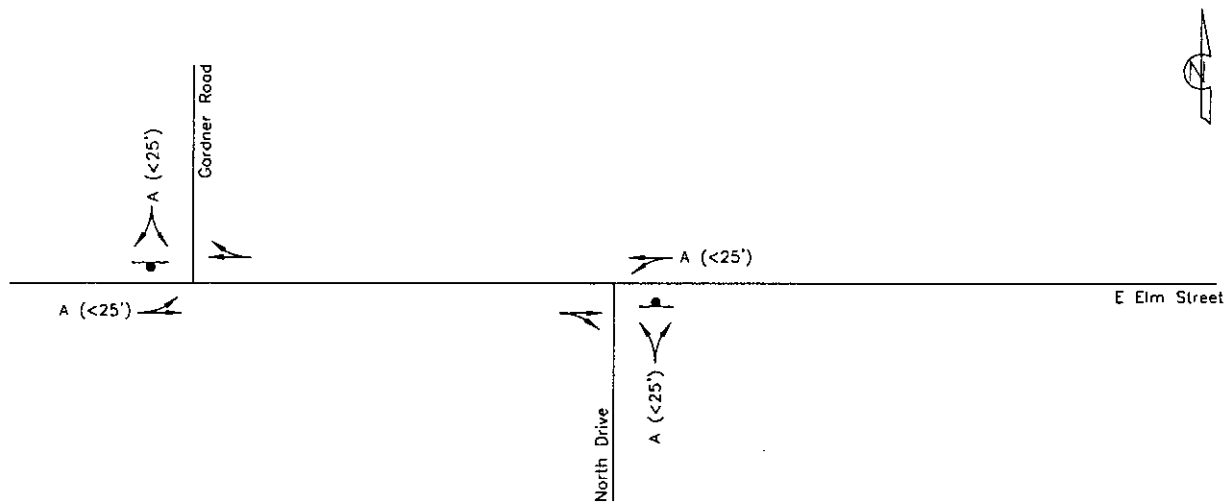
Existing AM Peak Hour
Lane Configurations &
Levels of Service

Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 5





LEGEND

-  HCM LOS (95th Percentile Queue in Vehicles)
-  Stop Sign
-  Traffic Signal LOS

Existing PM Peak Hour
Lane Configurations &
Levels of Service

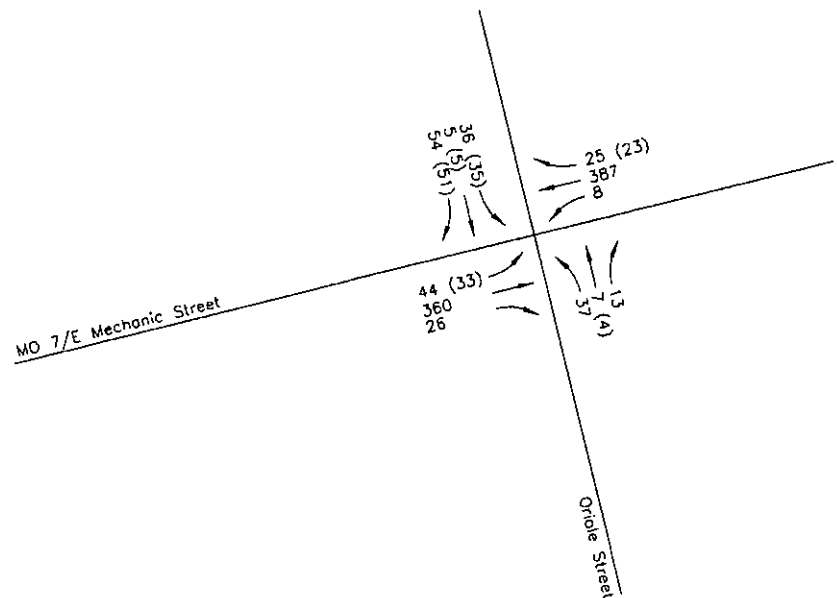
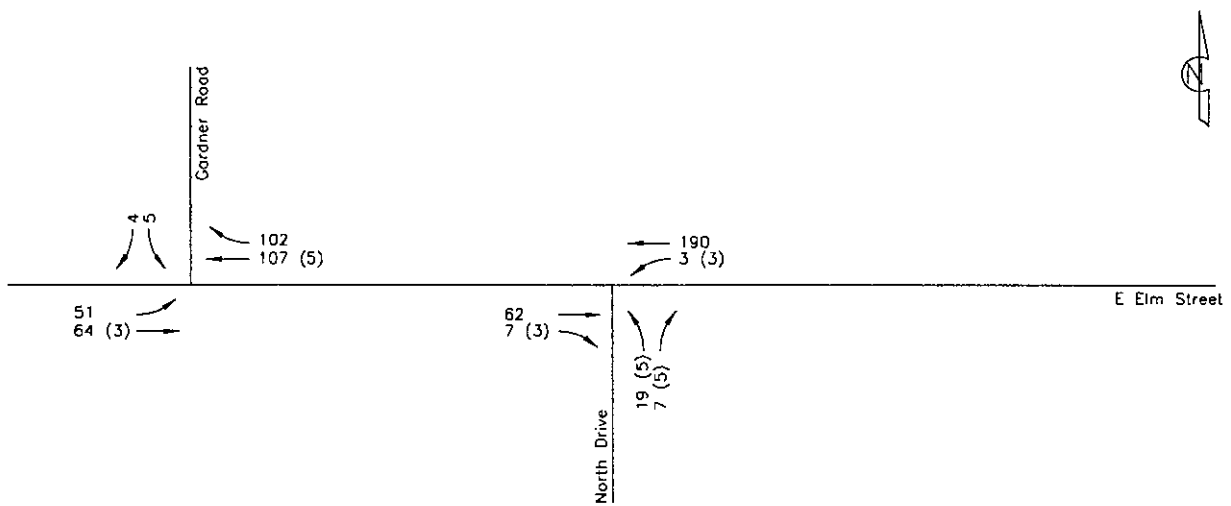
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 6



Priority
ENGINEERS



LEGEND

 Total Volume (New Trips)

Existing + Proposed Development
(with Library)
AM Peak Hour Traffic Volumes

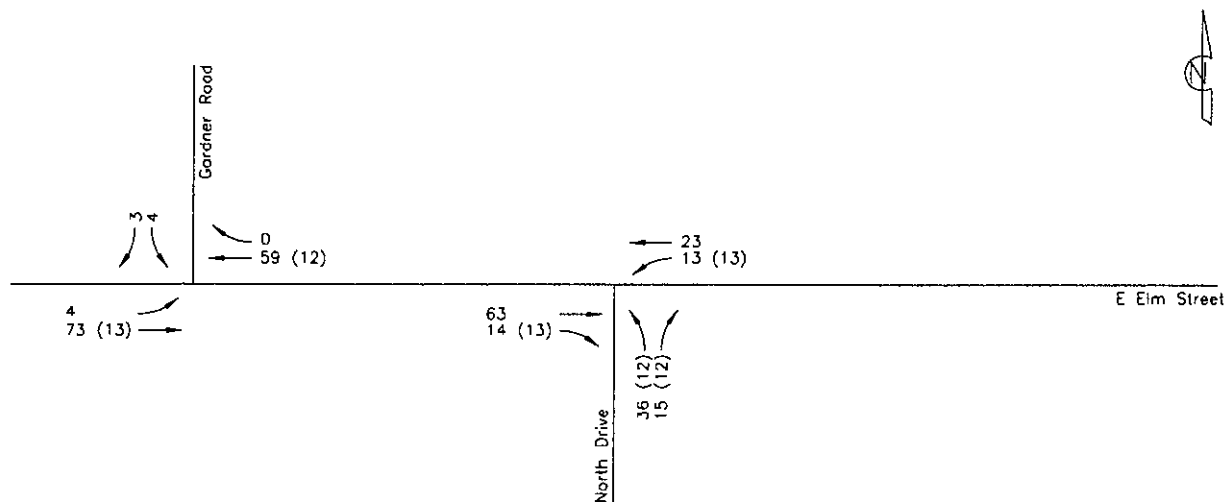
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 7



Priority
ENGINEERS



Existing + Proposed Development
 (with Library)
 PM Peak Hour Traffic Volumes

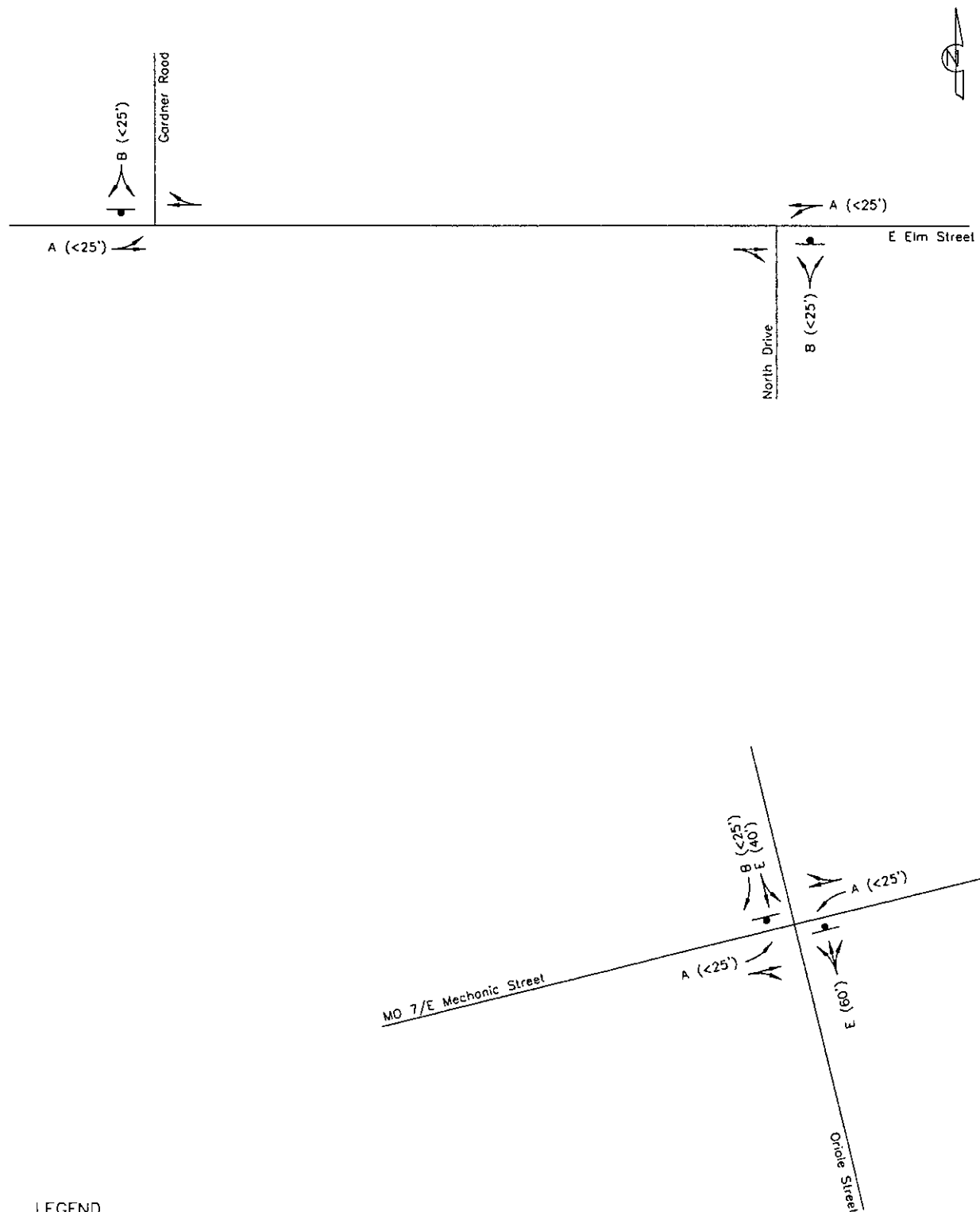
Gardens of
 Harrisonville
 Harrisonville, MO

No Scale

Figure 8



Priority
 ENGINEERS



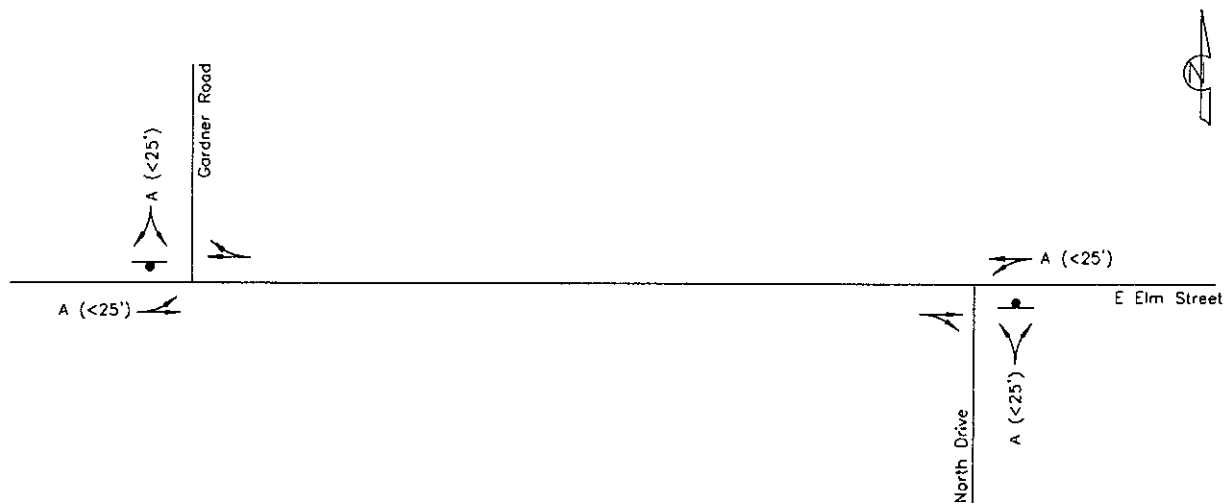
Existing + Proposed Development
(with Library)
AM Peak Hour Lane Configurations
& Levels of Service

Gardens of
Harrisonville
Harrisonville, MO

No Scale
Figure 9



priority
ENGINEERS



LEGEND

-  HCM LOS (95th Percentile Queue in Vehicles)
-  Stop Sign
-  Traffic Signal LOS

Existing + Proposed Development
(with Library)
PM Peak Hour Lane Configurations
& Levels of Service

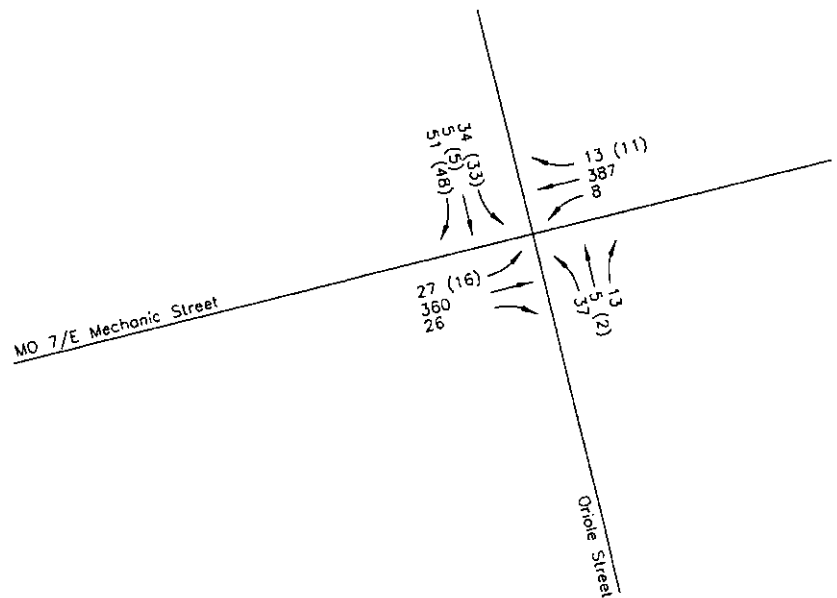
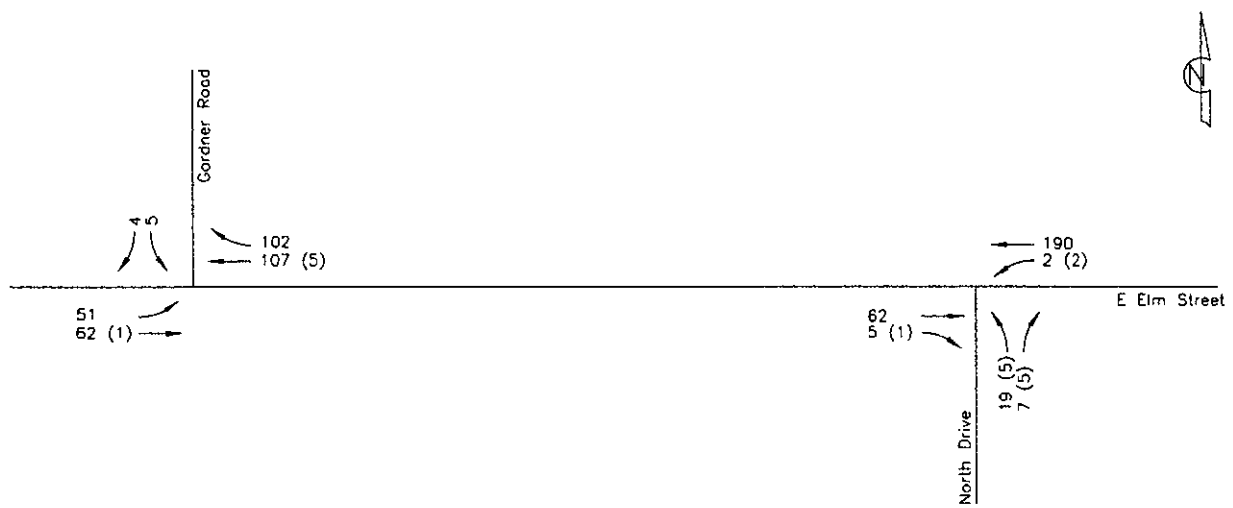
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 10



Priority
ENGINEERS



LEGEND

Total Volume (New Trips)

Existing + Proposed Development
(with Senior Housing)
AM Peak Hour Traffic Volumes

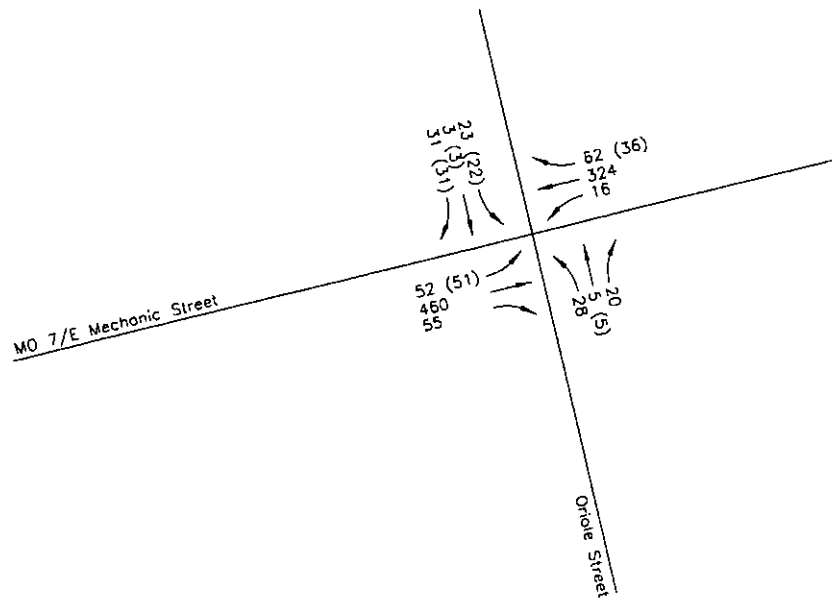
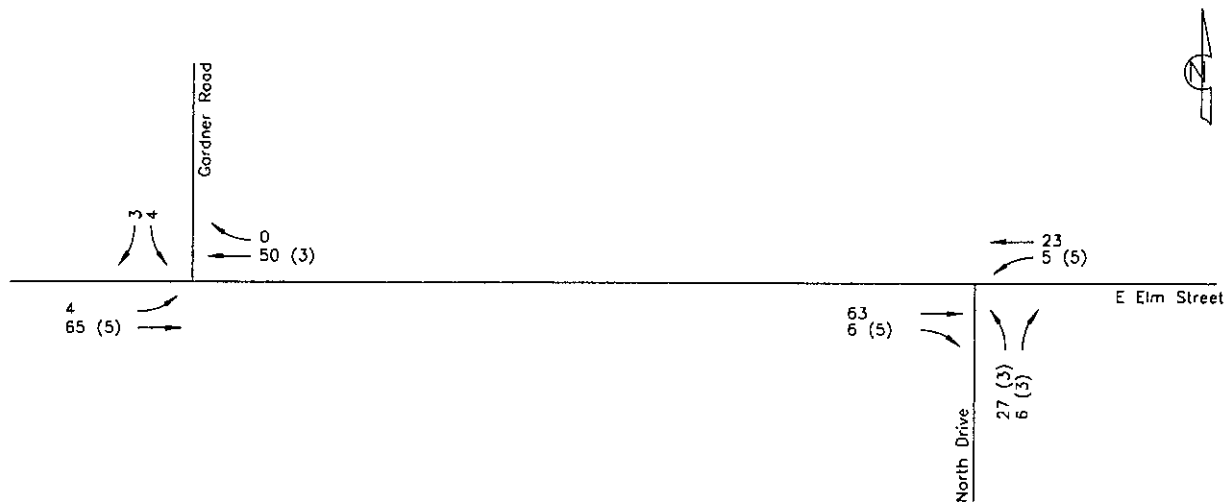
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 11



Priority
ENGINEERS



LEGEND

Total Volume (New Trips)

Existing + Proposed Development
(with Senior Housing)
PM Peak Hour Traffic Volumes

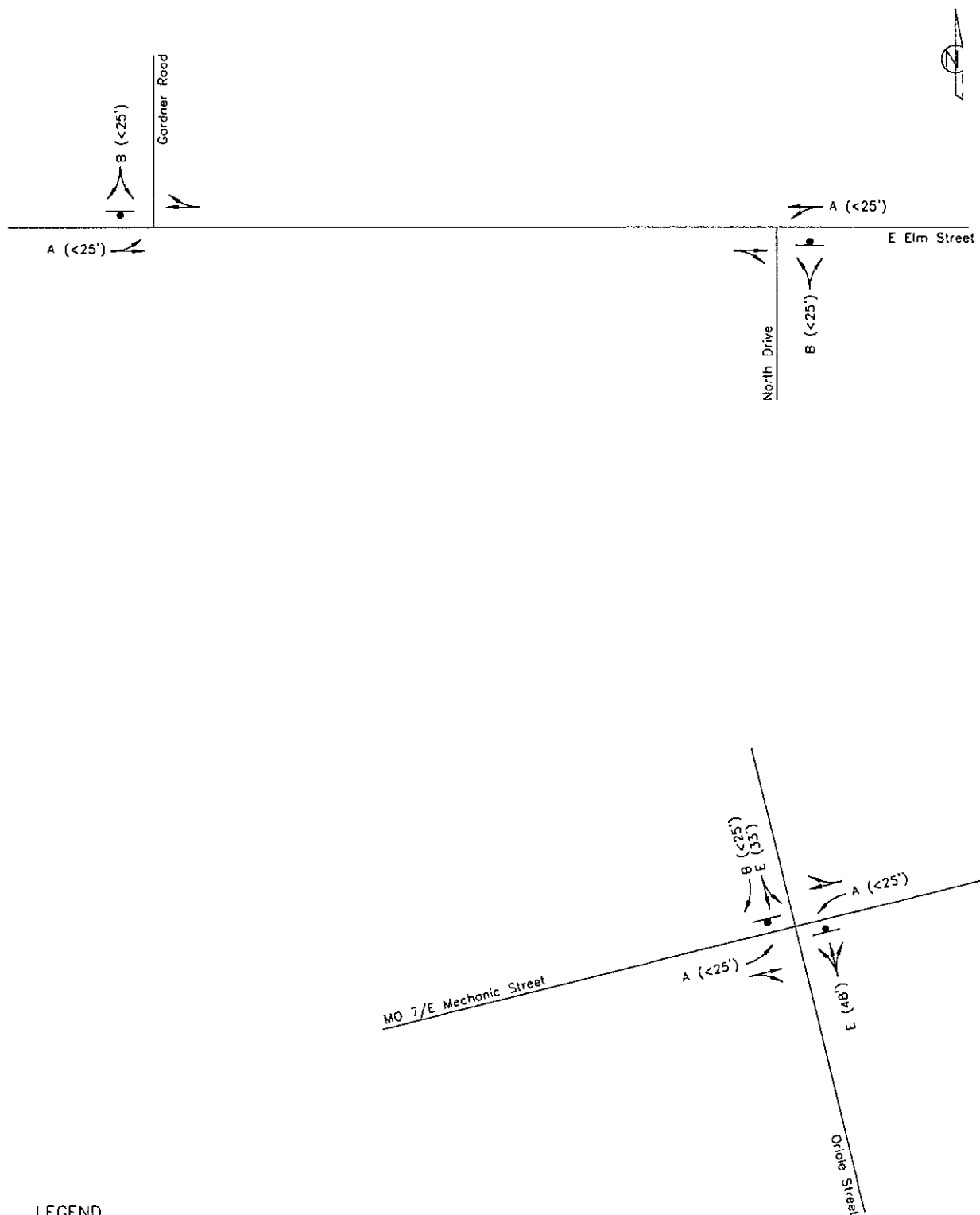
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 12



Priority
ENGINEERS



Existing + Proposed Development
(with Senior Housing)
AM Peak Hour Lane Configurations
& Levels of Service

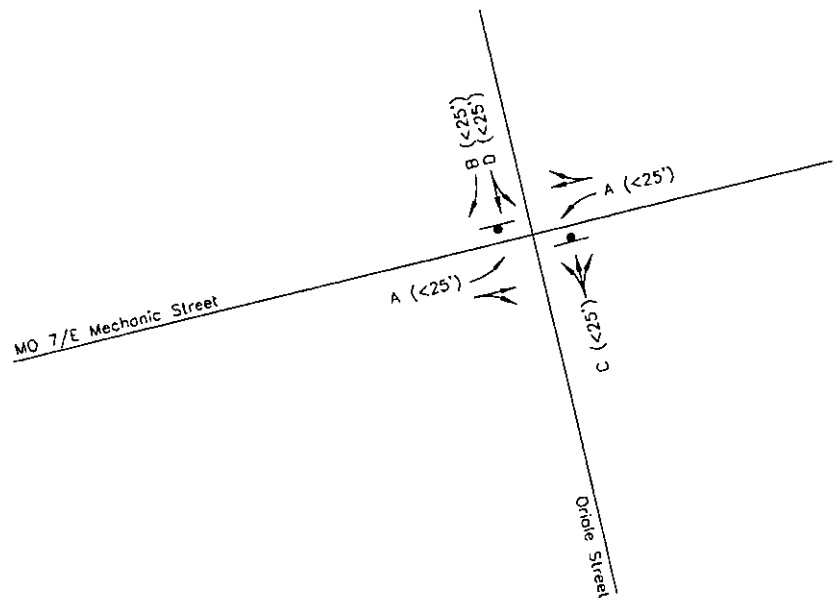
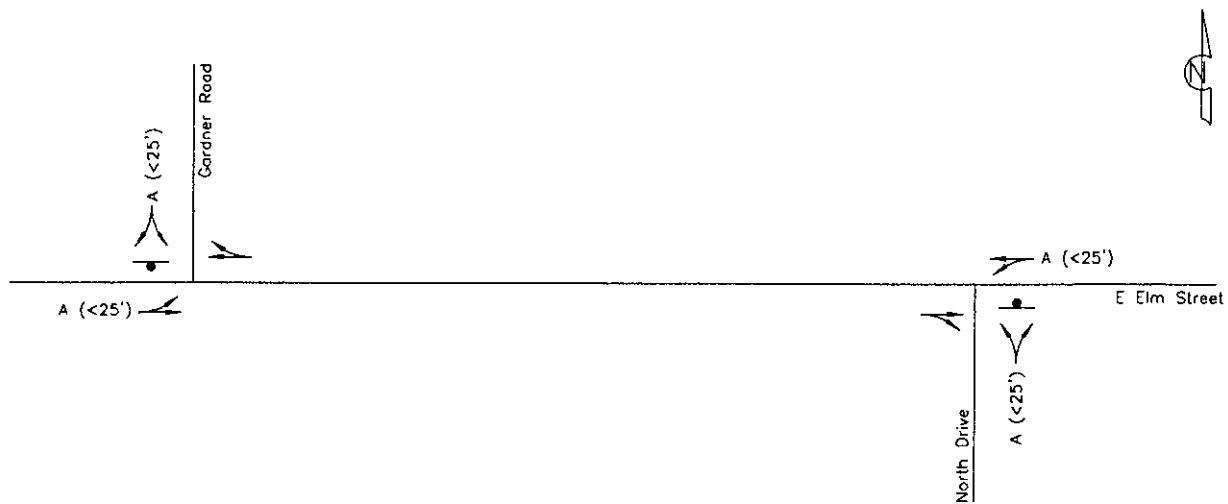
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 13



Priority
ENGINEERS



LEGEND

-  HCM LOS (95th Percentile Queue in Vehicles)
-  Stop Sign
-  Traffic Signal LOS

Existing + Proposed Development
(with Senior Housing)
PM Peak Hour Lane Configurations
& Levels of Service

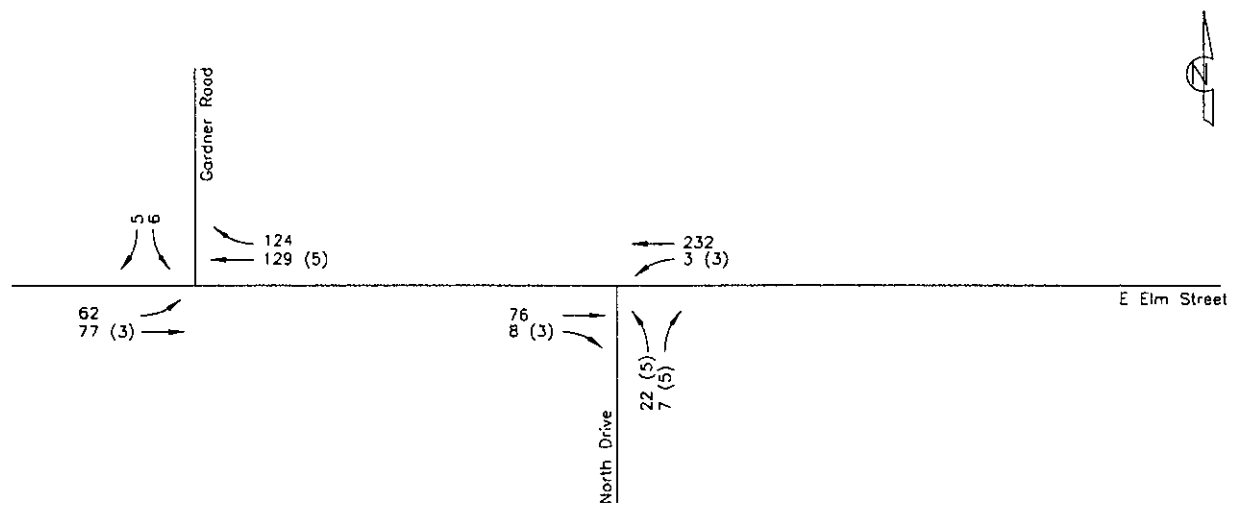
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 14



Priority
ENGINEERS



LEGEND

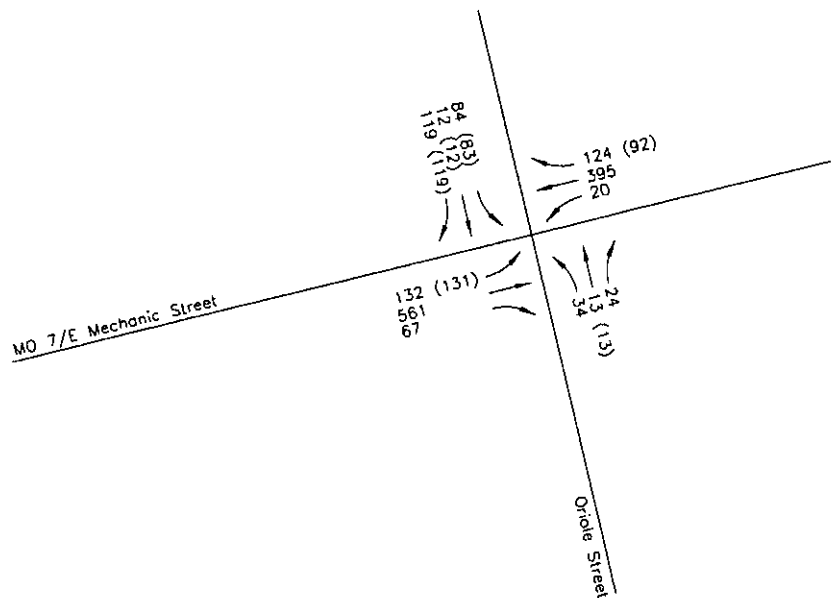
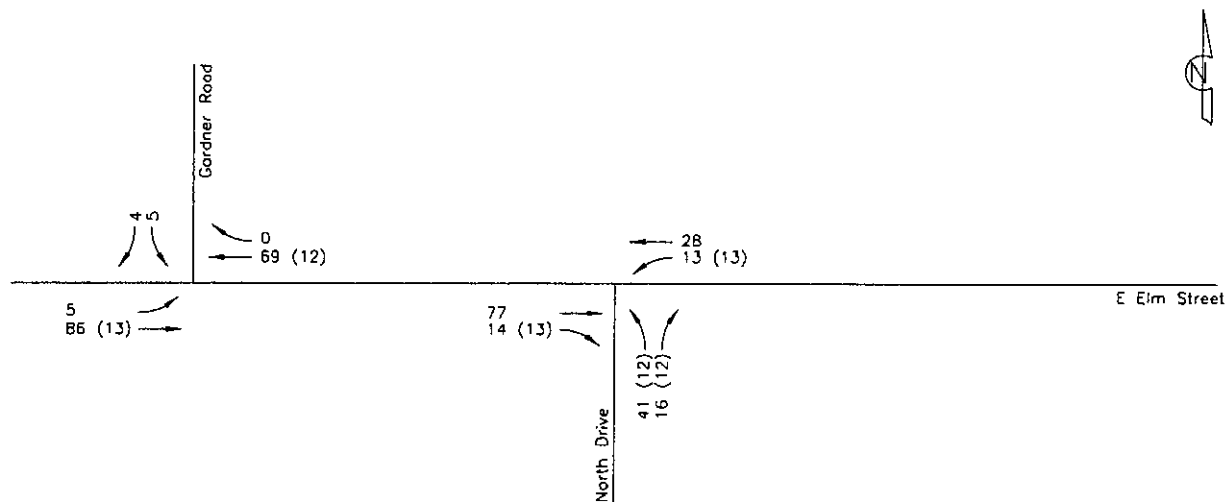
Total Volume (New Trips)

Future (2043)
 (with Library)
 AM Peak Hour Traffic Volumes

Gardens of
 Harrisonville
 Harrisonville, MO

No Scale
 Figure 15





LEGEND

Total Volume (New Trips)

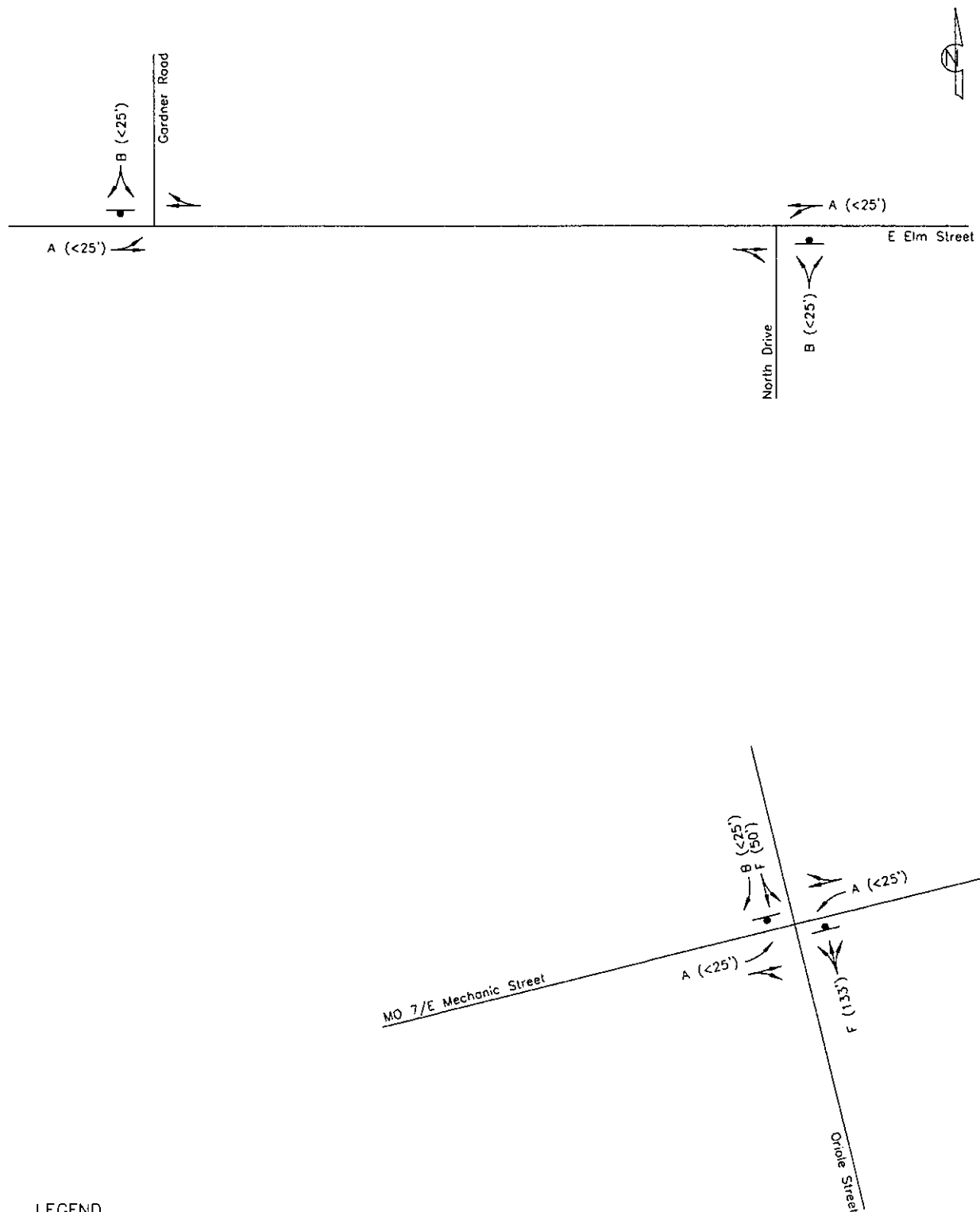
Future (2043)
 (with Library)
 PM Peak Hour Traffic Volumes

Gardens of
 Harrisonville
 Harrisonville, MO

No Scale

Figure 16



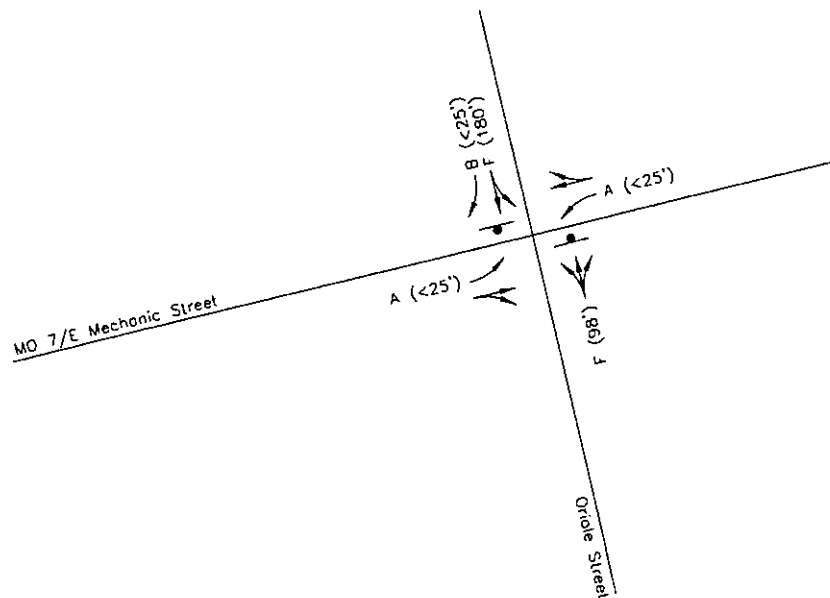
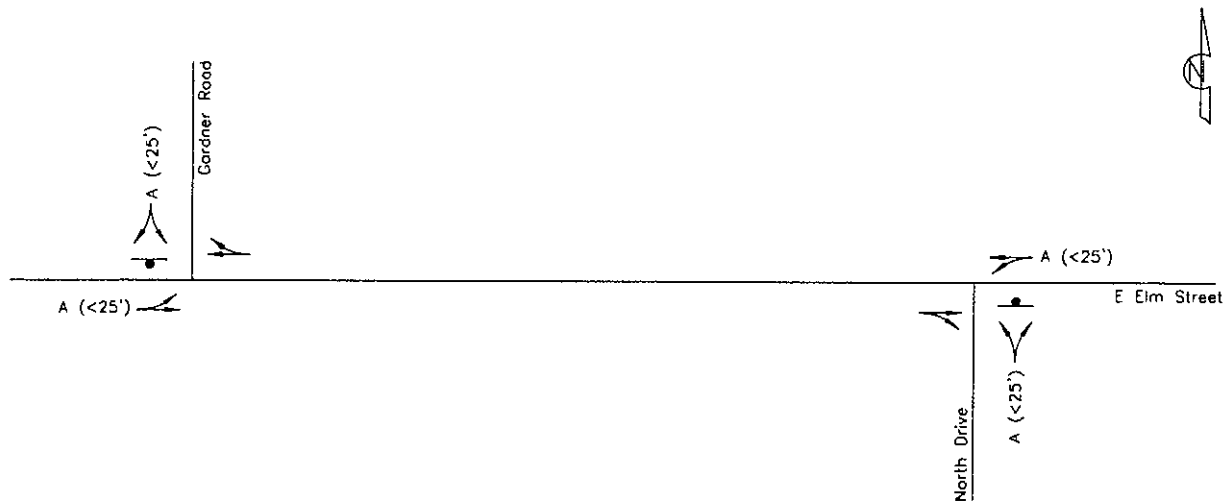


Future (2043)
(with Library)
AM Peak Hour Lane Configurations
& Levels of Service

Gardens of
Harrisonville
Harrisonville, MO

No Scale
Figure 17





LEGEND

- HCM LOS (95th Percentile Queue in Vehicles)
- Stop Sign
- Ⓐ Traffic Signal LOS

Future (2043)
(with Library)
PM Peak Hour Lane Configurations
& Levels of Service

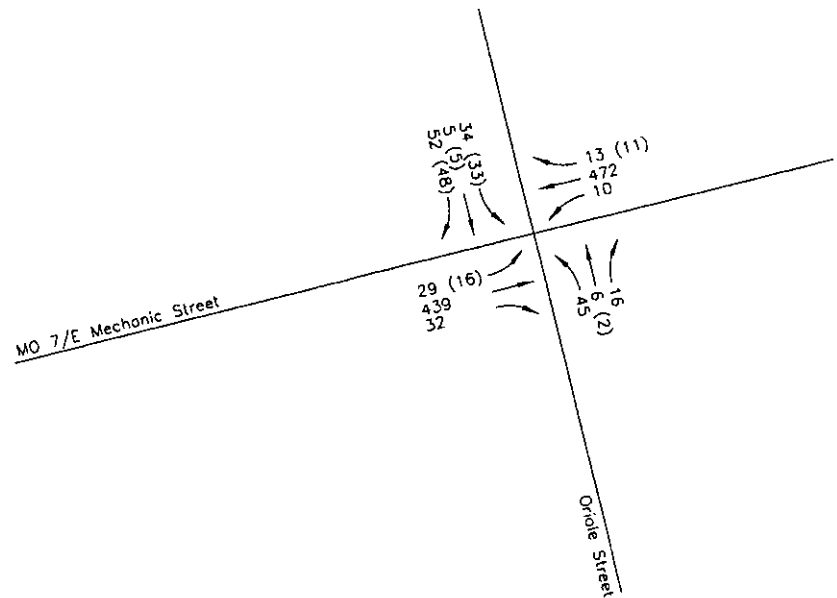
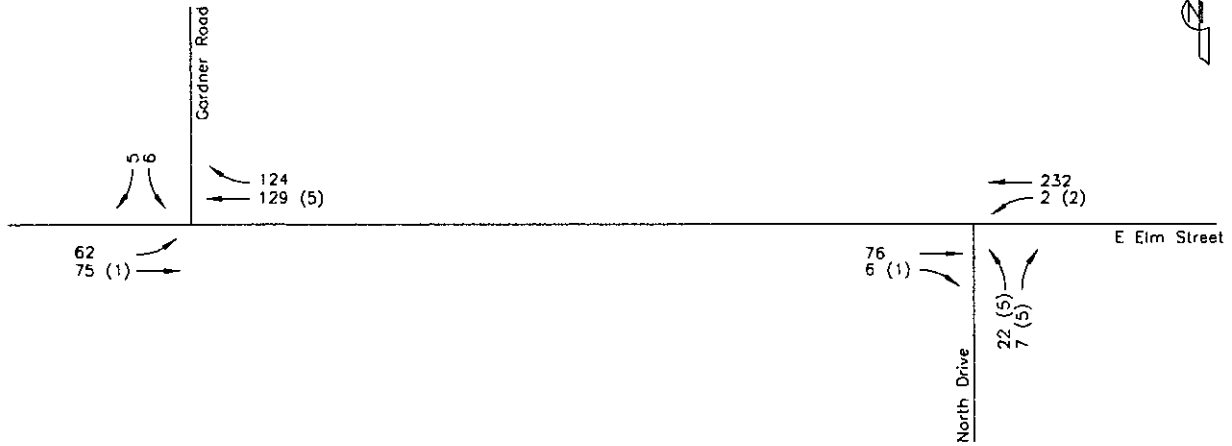
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 18



Priority
ENGINEERS



LEGEND

Total Volume (New Trips)

Future (2043)
 (with Senior Housing)
 AM Peak Hour Traffic Volumes

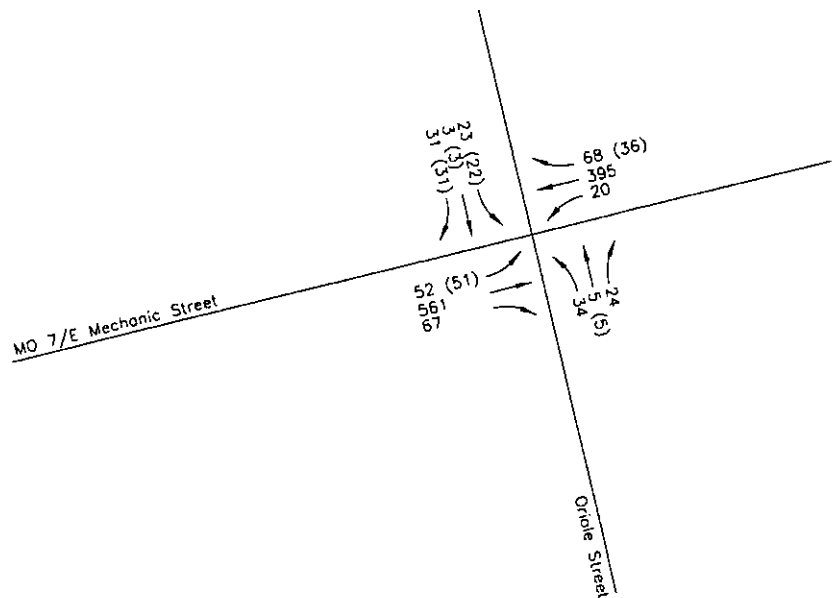
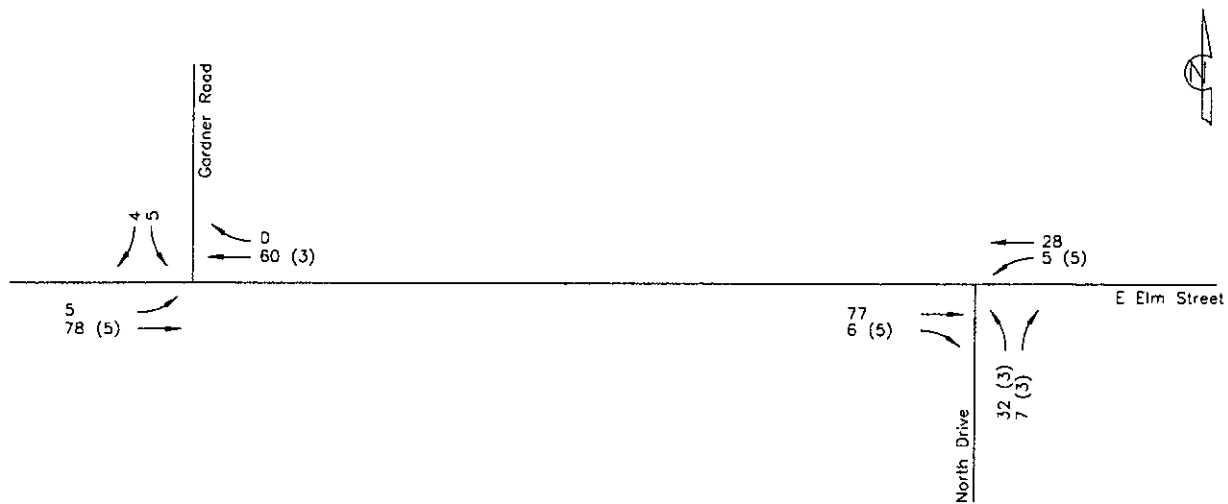
Gardens of
 Harrisonville
 Harrisonville, MO

No Scale

Figure 19



Priority
 ENGINEERS



LEGEND

Total Volume (New Trips)

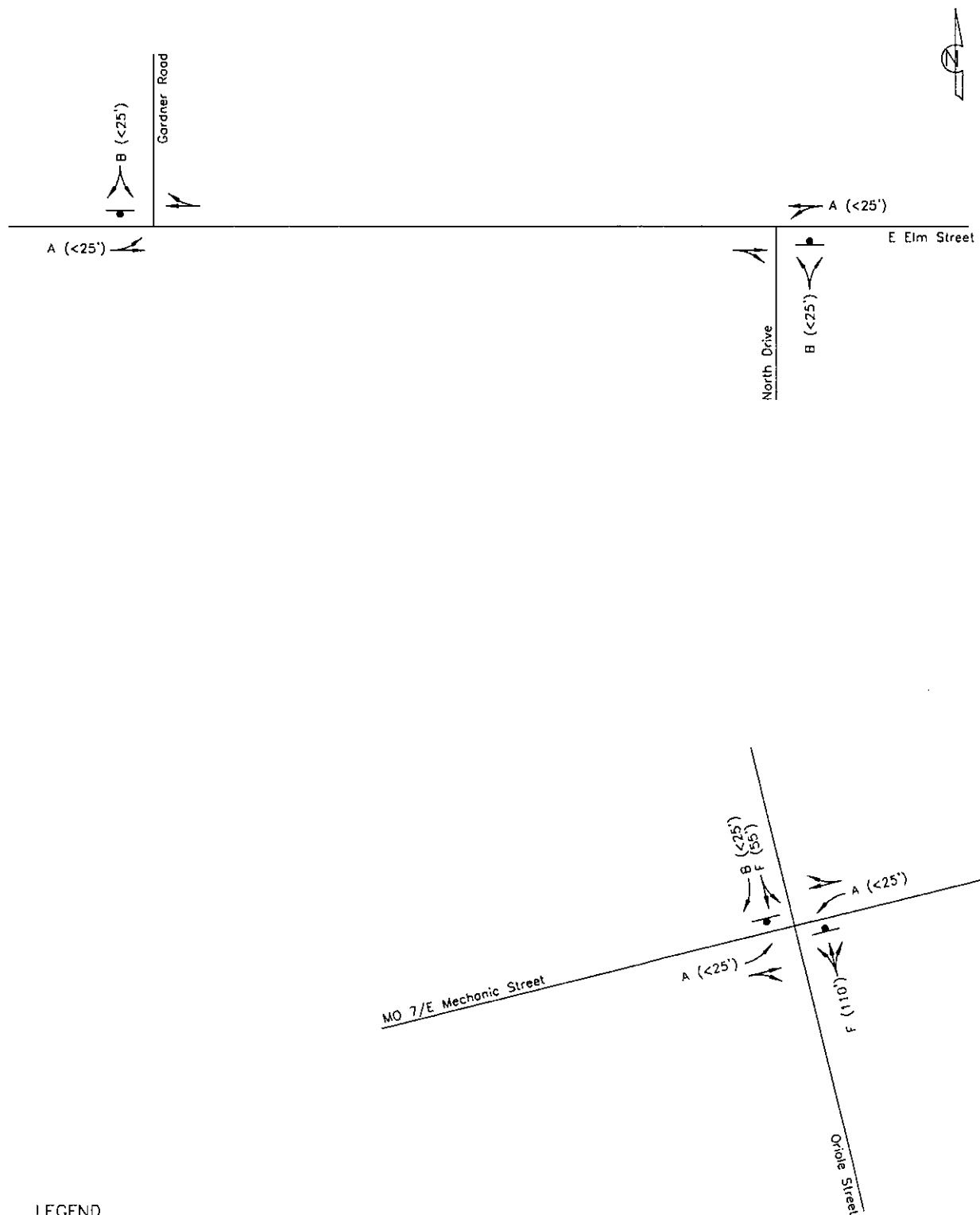
Future (2043)
 (with Senior Housing)
 PM Peak Hour Traffic Volumes

Gardens of
 Harrisonville
 Harrisonville, MO

No Scale

Figure 20





LEGEND

-  HCM LOS (95th Percentile Queue in Vehicles)
-  Stop Sign
-  Traffic Signal LOS

Future (2043)
(with Senior Housing)
AM Peak Hour Lane Configurations
& Levels of Service

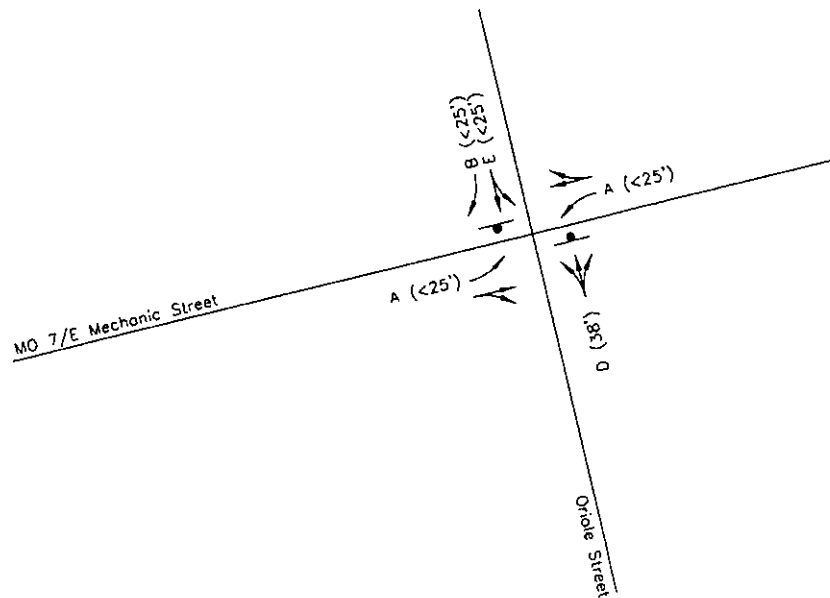
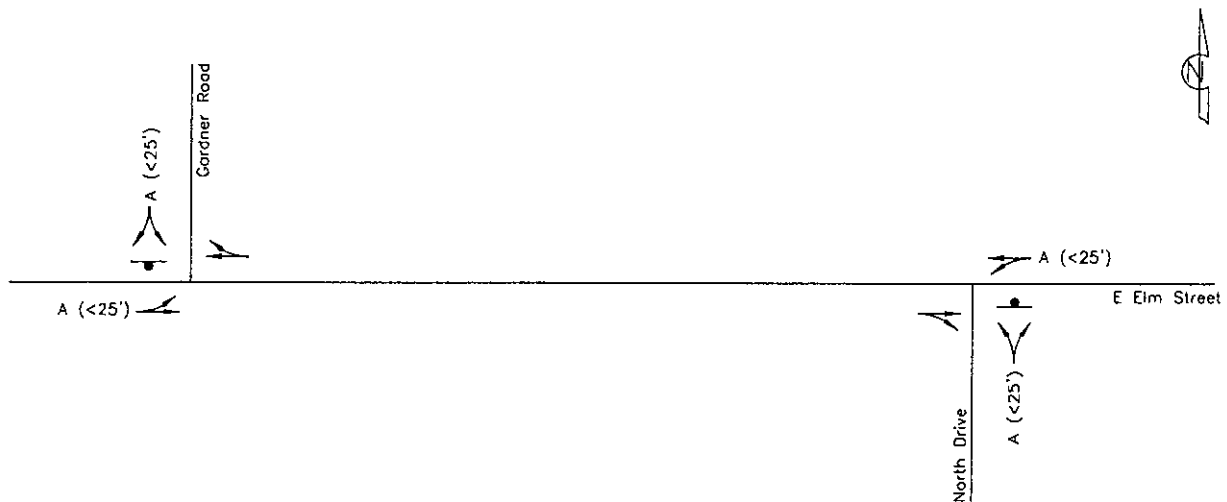
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 21



Priority
ENGINEERS



LEGEND

-  HCM LOS (95th Percentile Queue in Vehicles)
-  Stop Sign
-  Traffic Signal LOS

Future (2043)
(with Senior Housing)
PM Peak Hour Lane Configurations
& Levels of Service

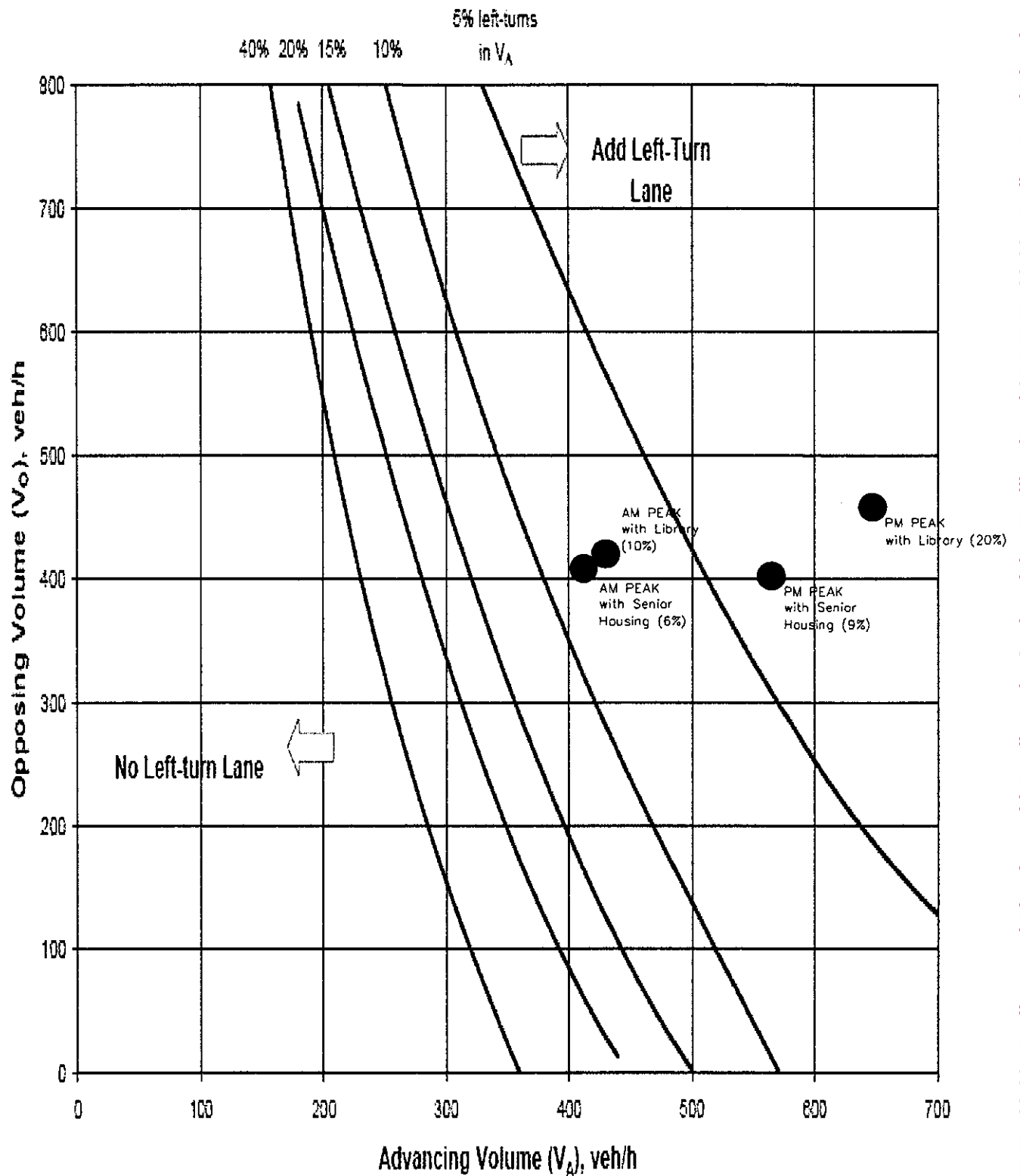
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 22



priority
ENGINEERS



Left Turn Lane Guidelines for
Two-Lane Roads less than
or equal to 40mph
(MoDOT EPG 940.9.1)

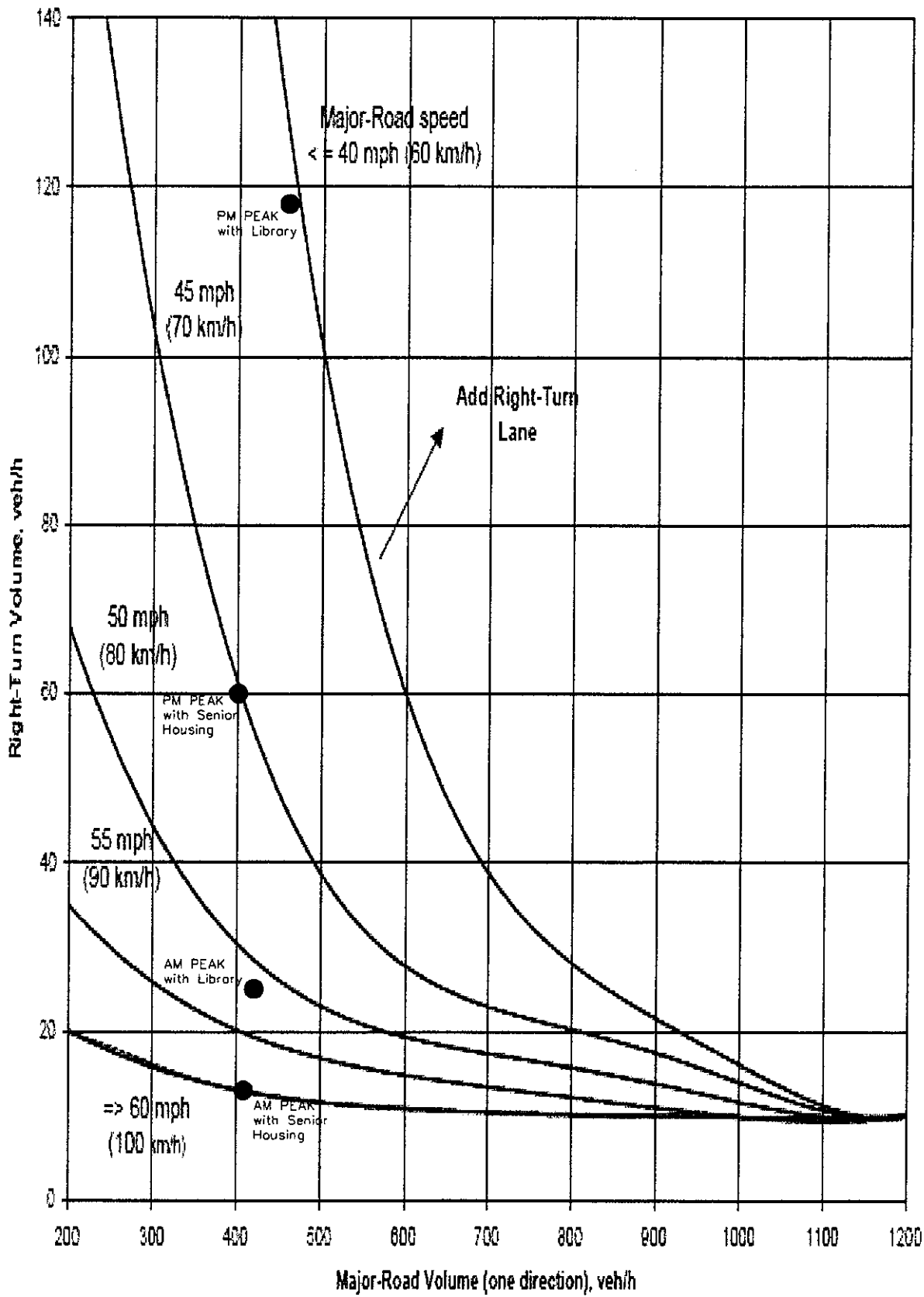
Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 23



priority
ENGINEERS



Right Turn Lane Guidelines for
Two-Lane Roadways
(MoDOT EPG 940.9.8)

Gardens of
Harrisonville
Harrisonville, MO

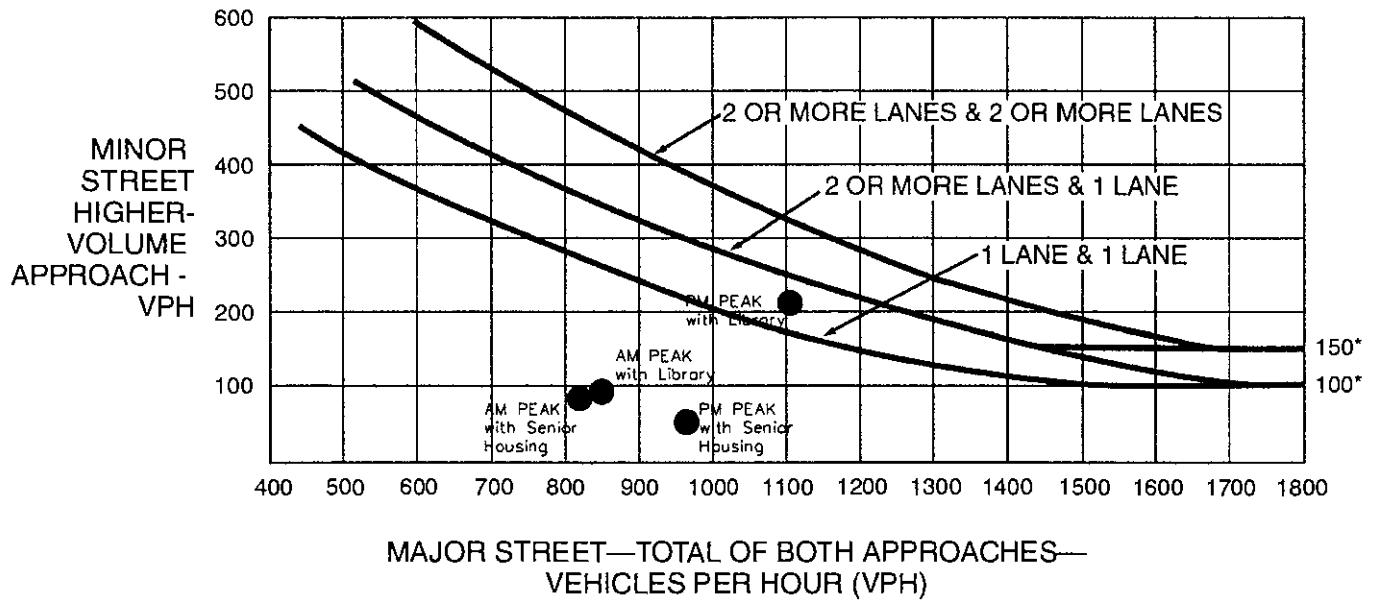
No Scale

Figure 24



Priority
ENGINEERS

Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Peak Hour Signal Warrant
(MO 7 & Oriole)

Gardens of
Harrisonville
Harrisonville, MO

No Scale

Figure 25



Priority
ENGINEERS

APPENDIX II

Peak Hour Traffic Counts

Synchro Reports

Existing AM Peak Hour	Pages 1-3
Existing PM Peak Hour	Pages 4-6
Existing + Proposed Development (with Library) AM Peak Hour	Pages 7-9
Existing + Proposed Development (with Library) PM Peak Hour	Pages 10-12
Existing + Proposed Development (with Senior Housing) AM Peak Hour	Pages 13-15
Existing + Proposed Development (with Senior Housing) PM Peak Hour	Pages 16-18
Future (2043) (with Library) AM Peak Hour	Pages 19-21
Future (2043) (with Library) PM Peak Hour	Pages 22-24
Future (2043) (with Senior Housing) AM Peak Hour	Pages 25-27
Future (2043) (with Senior Housing) PM Peak Hour	Pages 28-30

Elm Street & Cass Career Center Drive

Start Time	Southbound			Westbound			Northbound			Eastbound			Totals	
	Left	Through	Right	Peds	Left	Through	Right	Peds	Left	Through	Right			
7:00	2		1		24	21		2	0	1	17	4	0	74
7:15	0		0		38	53		1	0	8	12	24	2	137
7:30	0	1	1		26	23	1	2	18	20	1	18	20	96
7:45	3	2	2		18	5	0	0	0	4	43	13	0	350
8:00	1	1	1		13	0	0	0	0	2	3	5	1	302
8:15	2	5	3		3	0	0	0	0	0	2	10	1	1117
8:30	1	2	2		15	1	0	0	0	0	4	6	0	883
8:45	0	1	1		8	0	0	0	0	0	2	17	0	878
Totals	5	0	4	0	102	102	3	4	1	11	51	61	3	350
Trucks	2				6							5		
Percentage														PHF: 0.64

Mechanic Street & Oriole Street

Start Time	Southbound			Westbound			Northbound			Eastbound			Totals	
	Left	Peds	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through		Right
7:00	1	0	105	0	12	0	4	2	79	4	0	0	0	207
7:15	5	1	118	1	11	2	5	8	128	6	0	0	3	288
7:30	1	0	78	1	9	1	3	1	73	7	1	1	0	176
7:45	1	0	86	0	5	0	1	0	80	9	0	0	0	182
8:00	2	0	96	0	10	2	4	0	62	2	0	0	1	169
8:15	1	0	82	0	10	0	3	0	65	5	0	0	0	167
8:30	5	0	117	0	8	0	2	0	97	9	0	0	0	238
8:45	4	0	114	0	11	0	3	0	84	5	0	0	0	221
Totals	8	1	387	2	37	3	13	11	360	26	1	1	0	853
Trucks	2		8		1				12					
Percentage			2%											PHF: 0.74

Elm Street & Cass Career Center Drive

Start Time	Southbound			Westbound			Northbound			Eastbound		
	Peds	Left	Through	Right	Left	Through	Right	Peds	Left	Through	Right	Totals
16:00	2	2	11	3	2	0	0	0	1	15	1	37
16:15	1	2	12	0	1	0	0	2	2	11	0	31
16:30	3	0	16	0	2	0	0	4	0	12	0	37
16:45	1	1	11	0	0	0	0	0	3	16	0	32
17:00	0	0	8	0	3	0	0	0	0	10	0	21
17:15	0	2	12	0	0	0	0	3	1	22	0	40
17:30	0	2	21	0	0	1	0	0	1	13	0	38
17:45	2	0	20	1	3	2	0	3	0	9	0	40
Totals	4	0	47	0	5	0	0	7	4	60	0	130
Trucks			1									
Percentage			2%									

PHF= 0.81

Mechanic Street & Oriole Street

Start Time	Southbound			Westbound			Northbound			Eastbound		
	Peds	Left	Through	Right	Peds	Left	Through	Right	Peds	Left	Through	Totals
16:00	1	5	79	0	0	0	0	6	0	0	1	206
16:15	0	6	86	0	0	0	109	9	0	0	0	220
16:30	0	3	92	1	0	0	114	14	0	0	0	236
16:45	0	6	75	0	0	0	122	13	0	0	0	231
17:00	0	4	83	0	0	1	103	16	0	0	0	893
17:15	0	3	74	25	1	0	121	12	1	0	0	906
17:30	0	6	82	0	0	0	83	11	0	0	0	246
17:45	0	5	82	0	0	0	81	12	0	0	0	888
Totals	0	16	324	26	1	1	460	55	0	1	0	195
Trucks			6				5	1				932
Percentage			2%				1%	2%				

PHF= 0.95

5: Elm Street & Cass Career Drive

Existing AM Peak Hour

Intersection:

Int Delay, s/veh 1.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	51	61	102	102	5	4
Future Vol, veh/h	51	61	102	102	5	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	8	6	3	40	2
Mvmt Flow	80	95	159	159	8	6

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	318	0	0	494	239
Stage 1	-	-	-	239	-
Stage 2	-	-	-	255	-
Critical Hdwy	4.12	-	-	6.8	6.22
Critical Hdwy Stg 1	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	5.8	-
Follow-up Hdwy	2.218	-	-	3.86	3.318
Pot Cap-1 Maneuver	1242	-	-	473	800
Stage 1	-	-	-	719	-
Stage 2	-	-	-	707	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1242	-	-	441	800
Mov Cap-2 Maneuver	-	-	-	441	-
Stage 1	-	-	-	670	-
Stage 2	-	-	-	707	-

Approach	EB	WB	SB
HCM Control Delay, s	3.7	0	11.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1242	-	-	-	-	551
HCM Lane V/C Ratio	0.064	-	-	-	-	0.026
HCM Control Delay (s)	8.1	0	-	-	-	11.7
HCM Lane LOS	A	A	-	-	-	B
HCM 95th %ile Q(veh)	0.2	-	-	-	-	0.1

6: Marshall Street & Elm Street

Existing AM Peak Hour

Intersection						
Int Delay, s/veh	0.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			1	1	
Traffic Vol, veh/h	62	4	0	190	14	2
Future Vol, veh/h	62	4	0	190	14	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	11	2	2	5	2	2
Mvmt Flow	97	6	0	297	22	3
Major/Minor	Major1	Major2	Minor1	Minor2	Minor3	Minor4
Conflicting Flow All	0	0	103	0	397	100
Stage 1	-	-	-	-	100	-
Stage 2	-	-	-	-	297	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1489	-	608	956
Stage 1	-	-	-	-	924	-
Stage 2	-	-	-	-	754	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1489	-	608	956
Mov Cap-2 Maneuver	-	-	-	-	608	-
Stage 1	-	-	-	-	924	-
Stage 2	-	-	-	-	754	-
Approach	EB	WB	NB	SB	WB	NB
HCM Control Delay, s	0	0	10.9			
HCM LOS			B			
Minor Lane/Major Mvmt	NBLt1	EBT	EBR	WBL	WBT	NBR
Capacity (veh/h)	637	-	-	1489	-	-
HCM Lane V/C Ratio	0.039	-	-	-	-	-
HCM Control Delay (s)	10.9	-	-	0	-	-
HCM Lane LOS	B	-	-	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-	-

7: Oriole Street/Marshall Street & Mechanic Street

Existing AM Peak Hour

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Traffic Vol, veh/h	11	360	26	8	387	2	37	3	13	1	0	3
Future Vol, veh/h	11	360	26	8	387	2	37	3	13	1	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	3	2	2	2	2	3	2	2	2	2	2
Mvmt Flow	15	486	35	11	523	3	50	4	18	1	0	4

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	526	0	0	521	0	0	1083	1082	504	1092	1098	525
Stage 1	-	-	-	-	-	-	534	534	-	547	547	-
Stage 2	-	-	-	-	-	-	549	548	-	545	551	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.13	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.527	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1041	-	-	1045	-	-	194	217	568	192	213	552
Stage 1	-	-	-	-	-	-	528	524	-	521	517	-
Stage 2	-	-	-	-	-	-	518	517	-	523	515	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1041	-	-	1045	-	-	187	209	568	179	206	552
Mov Cap-2 Maneuver	-	-	-	-	-	-	187	209	-	179	206	-
Stage 1	-	-	-	-	-	-	517	514	-	511	509	-
Stage 2	-	-	-	-	-	-	506	509	-	493	505	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0.2	28.3	15.1
HCM LOS	D	D	D	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	225	1041	-	-	1045	-	-	363
HCM Lane V/C Ratio	0.318	0.014	-	-	0.01	-	-	0.015
HCM Control Delay (s)	28.3	8.5	0	-	8.5	0	-	15.1
HCM Lane LOS	D	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	1.3	0	-	-	0	-	-	0

5: Elm Street & Cass Career Drive

Existing PM Peak Hour

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	4	60	47	0	4	3
Future Vol, veh/h	4	60	47	0	4	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	74	58	0	5	4
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	58	0	0	142	58	
Stage 1	-	-	-	58	-	
Stage 2	-	-	-	84	-	
Critical Hdwy	4.12	-	-	6.42	6.22	
Critical Hdwy Stg 1	-	-	-	5.42	-	
Critical Hdwy Stg 2	-	-	-	5.42	-	
Follow-up Hdwy	2.218	-	-	3.518	3.318	
Pot Cap-1 Maneuver	1546	-	-	851	1008	
Stage 1	-	-	-	965	-	
Stage 2	-	-	-	939	-	
Platoon blocked, %	-	-	-	-	-	
Mov Cap-1 Maneuver	1546	-	-	848	1008	
Mov Cap-2 Maneuver	-	-	-	848	-	
Stage 1	-	-	-	962	-	
Stage 2	-	-	-	939	-	
Approach	EB	WB	SB			
HCM Control Delay, s	0.5	0	9			
HCM LOS			A			
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1546	-	-	-	910	
HCM Lane V/C Ratio	0.003	-	-	-	0.009	
HCM Control Delay (s)	7.3	0	-	-	9	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0	

6: Marshall Street & Elm Street

Existing PM Peak Hour

Intersection						
Int Delay, s/veh	2.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	63	1	0	23	24	3
Future Vol, veh/h	63	1	0	23	24	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	78	1	0	28	30	4

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	79
Stage 1	-	-	79
Stage 2	-	-	28
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1519	891
Stage 1	-	-	944
Stage 2	-	-	995
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1519	891
Mov Cap-2 Maneuver	-	-	891
Stage 1	-	-	944
Stage 2	-	-	995

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	900	-	-	1519	-
HCM Lane V/C Ratio	0.037	-	-	-	-
HCM Control Delay (s)	9.2	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %ile Q(veh)	0.1	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street

Existing PM Peak Hour

Intersection												
Int Delay, s/veh	1.1											

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Traffic Vol, veh/h	1	460	55	16	324	26	28	0	20	1	0	0
Future Vol, veh/h	1	460	55	16	324	26	28	0	20	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	484	58	17	341	27	29	0	21	1	0	0

Major/Minor	Major:1		Major:2		Minor:1		Minor:2					
Conflicting Flow All	368	0	0	542	0	0	904	917	513	915	933	355
Stage 1	-	-	-	-	-	-	515	515	-	389	389	-
Stage 2	-	-	-	-	-	-	389	402	-	526	544	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2,218	-	-	2,218	-	-	3,518	4,018	3,318	3,518	4,018	3,318
Pot Cap-1 Maneuver	1191	-	-	1027	-	-	258	272	561	253	266	689
Stage 1	-	-	-	-	-	-	543	535	-	635	608	-
Stage 2	-	-	-	-	-	-	635	600	-	535	519	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1191	-	-	1027	-	-	254	266	561	239	260	689
Mov Cap-2 Maneuver	-	-	-	-	-	-	254	266	-	239	260	-
Stage 1	-	-	-	-	-	-	542	534	-	634	595	-
Stage 2	-	-	-	-	-	-	622	587	-	514	518	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	17.9	20.1
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	329	1191	-	-	1027	-	-	239
HCM Lane V/C Ratio	0.154	0.001	-	-	0.016	-	-	0.004
HCM Control Delay (s)	17.9	8	0	-	8.6	0	-	20.1
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0.5	0	-	-	0.1	-	-	0

5: Elm Street & Cass Career Drive

Existing + Proposed Development (with Library) AM Peak Hour

Intersection

Int Delay, s/veh 1.6

Movement

	EBL	EBT	WBT	WBR	SBL	GBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	51	64	107	102	5	4
Future Vol, veh/h	51	64	107	102	5	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	8	6	3	40	2
Mvmt Flow	80	100	167	159	8	6

Major/Minor

	Major1	Major2	Minor2		
Conflicting Flow All	326	0	0	507	247
Stage 1	-	-	-	247	-
Stage 2	-	-	-	260	-
Critical Hdwy	4.12	-	-	6.8	6.22
Critical Hdwy Stg 1	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	5.8	-
Follow-up Hdwy	2.218	-	-	3.86	3.318
Pot Cap-1 Maneuver	1234	-	-	464	792
Stage 1	-	-	-	713	-
Stage 2	-	-	-	703	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1234	-	-	432	792
Mov Cap-2 Maneuver	-	-	-	432	-
Stage 1	-	-	-	664	-
Stage 2	-	-	-	703	-

Approach

	EB	WB	SB
HCM Control Delay, s	3.6	0	11.8
HCM LOS			B

Minor Lane/Major Mvmt

	EBL	EBT	WBT	WBR	SBL	GBL
Capacity (veh/h)	1234	-	-	-	541	-
HCM Lane V/C Ratio	0.065	-	-	-	0.026	-
HCM Control Delay (s)	8.1	0	-	-	11.8	-
HCM Lane LOS	A	A	-	-	B	-
HCM 95th %tile Q(veh)	0.2	-	-	-	0.1	-

6: Marshall Street & Elm Street

Existing + Proposed Development (with Library) AM Peak Hour

Intersection						
Int Delay, s/veh	1					

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			1	1	
Traffic Vol, veh/h	62	7	3	190	19	7
Future Vol, veh/h	62	7	3	190	19	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	11	2	2	5	2	2
Mvmt Flow	97	11	5	297	30	11

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	108
Stage 1	-	-	103
Stage 2	-	-	307
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1483	598
Stage 1	-	-	921
Stage 2	-	-	746
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1483	596
Mov Cap-2 Maneuver	-	-	596
Stage 1	-	-	921
Stage 2	-	-	743

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	10.8
HCM LOS			B

Minor Lane/Major Mvmt	NBL1	EBT	EBR	WBL	WBT
Capacity (veh/h)	663	-	-	1483	-
HCM Lane V/C Ratio	0.061	-	-	0.003	-
HCM Control Delay (s)	10.8	-	-	7.4	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street Existing + Proposed Development (with Library) AM Peak Hour

Intersection												
Int Delay, s/veh	5.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑		↰	↑		↰	↑		↰	↑	
Traffic Vol, veh/h	44	360	26	8	387	25	37	7	13	36	5	54
Future Vol, veh/h	44	360	26	8	387	25	37	7	13	36	5	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	3	2	2	2	2	3	2	2	2	2	2
Mvmt Flow	59	486	35	11	523	34	50	9	18	49	7	73

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	557	0	0	521	0	0	1224	1201	504	1197	1201	540
Stage 1	-	-	-	-	-	-	622	622	-	562	562	-
Stage 2	-	-	-	-	-	-	602	579	-	635	639	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.13	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.527	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1014	-	-	1045	-	-	155	185	568	163	185	542
Stage 1	-	-	-	-	-	-	473	479	-	512	510	-
Stage 2	-	-	-	-	-	-	485	501	-	467	470	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1014	-	-	1045	-	-	123	172	568	143	172	542
Mov Cap-2 Maneuver	-	-	-	-	-	-	123	172	-	143	172	-
Stage 1	-	-	-	-	-	-	446	451	-	482	504	-
Stage 2	-	-	-	-	-	-	410	495	-	417	443	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.9	0.2	48.7	26.2
HCM LOS	E	E	E	D

Minor Lane/Major Mvmt	NBLn1	EBLn1	EBLn2	EBLn3	WBLn1	WBLn2	WBLn3	SBLn1	SBLn2
Capacity (veh/h)	156	1014	-	-	1045	-	-	146	542
HCM Lane V/C Ratio	0.494	0.059	-	-	0.01	-	-	0.379	0.135
HCM Control Delay (s)	48.7	8.8	-	-	8.5	-	-	44	12.7
HCM Lane LOS	E	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	2.4	0.2	-	-	0	-	-	1.6	0.5

5: Elm Street & Cass Career Drive

Existing + Proposed Development (with Library) PM Peak Hour

Intersection

Int Delay, s/veh 0.7

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations		↰	↱		↰	↱
Traffic Vol, veh/h	4	73	59	0	4	3
Future Vol, veh/h	4	73	59	0	4	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	90	73	0	5	4

Major/Minor Major1 Major2 Minor2

Conflicting Flow All	73	0	-	0	173	73
Stage 1	-	-	-	-	73	-
Stage 2	-	-	-	-	100	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1527	-	-	-	817	989
Stage 1	-	-	-	-	950	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1527	-	-	-	815	989
Mov Cap-2 Maneuver	-	-	-	-	815	-
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	924	-

Approach EB WB SB

HCM Control Delay, s	0.4	0	9.1
HCM LOS			A

Minor Lane/Major Mvmt EBL EBT WBT WBR SBL SBR

Capacity (veh/h)	1527	-	-	-	881	
HCM Lane V/C Ratio	0.003	-	-	-	0.01	
HCM Control Delay (s)	7.4	0	-	-	9.1	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0	

6: Marshall Street & Elm Street

Existing + Proposed Development (with Library) PM Peak Hour

Intersection						
Int Delay, s/veh	3.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	63	14	13	23	36	15
Future Vol, veh/h	63	14	13	23	36	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	78	17	16	28	44	19

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	95
Stage 1	-	-	87
Stage 2	-	-	60
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1499	845
Stage 1	-	-	936
Stage 2	-	-	963
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1499	836
Mov Cap-2 Maneuver	-	-	836
Stage 1	-	-	936
Stage 2	-	-	952

Approach	EB	WB	NB
HCM Control Delay, s	0	2.7	9.4
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	872	-	-	1499	-
HCM Lane V/C Ratio	0.072	-	-	0.011	-
HCM Control Delay (s)	9.4	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street Existing + Proposed Development (with Library) PM Peak Hour

Intersection												
Int Delay, s/veh	11.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑		↰	↑		↰	↑		↰	↑	
Traffic Vol, veh/h	132	460	55	16	324	118	28	13	20	84	12	119
Future Vol, veh/h	132	460	55	16	324	118	28	13	20	84	12	119
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	139	484	58	17	341	124	29	14	21	88	13	125

Major/Minor	Major 1			Major 2			Minor 1			Minor 2		
Conflicting Flow All	465	0	0	542	0	0	1297	1290	513	1246	1257	403
Stage 1	-	-	-	-	-	-	791	791	-	437	437	-
Stage 2	-	-	-	-	-	-	506	499	-	809	820	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1096	-	-	1027	-	-	139	163	561	151	171	647
Stage 1	-	-	-	-	-	-	383	401	-	598	579	-
Stage 2	-	-	-	-	-	-	549	544	-	374	389	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1096	-	-	1027	-	-	94	140	561	120	147	647
Mov Cap-2 Maneuver	-	-	-	-	-	-	94	140	-	120	147	-
Stage 1	-	-	-	-	-	-	334	350	-	522	569	-
Stage 2	-	-	-	-	-	-	426	535	-	302	340	-

Approach	EB	WB	NE	SB
HCM Control Delay, s	1.8	0.3	49.2	53.7
HCM LOS			E	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	143	1096	-	-	1027	-	-	123	647
HCM Lane V/C Ratio	0.449	0.127	-	-	0.016	-	-	0.822	0.194
HCM Control Delay (s)	49.2	8.8	-	-	8.6	-	-	105.6	11.9
HCM Lane LOS	E	A	-	-	A	-	-	F	B
HCM 95th %ile Q(veh)	2	0.4	-	-	0.1	-	-	4.9	0.7

5: Elm Street & Cass Career Drive

Existing + Proposed Development (with Senior Housing) AM Peak Hour

Intersection

Int Delay, s/veh 1.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	51	62	107	102	5	4
Future Vol, veh/h	51	62	107	102	5	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	8	6	3	40	2
Mvmt Flow	80	97	167	159	8	6

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	326	0	504
Stage 1	-	-	247
Stage 2	-	-	257
Critical Hdwy	4.12	-	6.8
Critical Hdwy Stg 1	-	-	5.8
Critical Hdwy Stg 2	-	-	5.8
Follow-up Hdwy	2.218	-	3.86
Pot Cap-1 Maneuver	1234	-	466
Stage 1	-	-	713
Stage 2	-	-	705
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1234	-	434
Mov Cap-2 Maneuver	-	-	434
Stage 1	-	-	664
Stage 2	-	-	705

Approach	EB	WB	SB
HCM Control Delay, s	3.7	0	11.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1234	-	-	-	543	-
HCM Lane V/C Ratio	0.065	-	-	-	0.026	-
HCM Control Delay (s)	8.1	0	-	-	11.8	-
HCM Lane LOS	A	A	-	-	B	-
HCM 95th %tile Q(veh)	0.2	-	-	-	0.1	-

6: Marshall Street & Elm Street

Existing + Proposed Development (with Senior Housing) AM Peak Hour

Intersection:

Int Delay, s/veh 1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			1	1	
Traffic Vol, veh/h	62	5	2	190	19	7
Future Vol, veh/h	62	5	2	190	19	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	11	2	2	5	2	2
Mvmt Flow	97	8	3	297	30	11

Major/Minor	Major1	Major2	Minor1	Minor2		
Conflicting Flow All	0	0	105	0	404	101
Stage 1	-	-	-	-	101	-
Stage 2	-	-	-	-	303	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1486	-	603	954
Stage 1	-	-	-	-	923	-
Stage 2	-	-	-	-	749	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1486	-	602	954
Mov Cap-2 Maneuver	-	-	-	-	602	-
Stage 1	-	-	-	-	923	-
Stage 2	-	-	-	-	748	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	10.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	668	-	-	1486	-
HCM Lane V/C Ratio	0.061	-	-	0.002	-
HCM Control Delay (s)	10.7	-	-	7.4	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street + Proposed Development (with Senior Housing) AM Peak Hour

Intersection

Int Delay, s/veh 4.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SEB
Lane Configurations												
Traffic Vol, veh/h	27	360	26	8	387	13	37	5	13	34	5	51
Future Vol, veh/h	27	360	26	8	387	13	37	5	13	34	5	51
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	3	2	2	2	2	3	2	2	2	2	2
Mvmt Flow	36	486	35	11	523	18	50	7	18	46	7	69

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	541	0	0	521	0	0	1168	1139	504	1142	1147	532
Stage 1	-	-	-	-	-	-	576	576	-	554	554	-
Stage 2	-	-	-	-	-	-	592	563	-	588	593	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.13	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.527	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1028	-	-	1045	-	-	170	201	568	177	199	547
Stage 1	-	-	-	-	-	-	501	502	-	517	514	-
Stage 2	-	-	-	-	-	-	491	509	-	495	493	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1028	-	-	1045	-	-	140	192	568	161	190	547
Mov Cap-2 Maneuver	-	-	-	-	-	-	140	192	-	161	190	-
Stage 1	-	-	-	-	-	-	483	484	-	499	508	-
Stage 2	-	-	-	-	-	-	419	503	-	456	476	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.6	0.2	39.6	23.1
HCM LOS			E	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	176	1028	-	-	1045	-	-	164	547
HCM Lane V/C Ratio	0.422	0.035	-	-	0.01	-	-	0.321	0.126
HCM Control Delay (s)	39.6	8.6	-	-	8.5	-	-	37	12.5
HCM Lane LOS	E	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	1.9	0.1	-	-	0	-	-	1.3	0.4

5: Elm Street & Cass Career Drive

Existing + Proposed Development (with Senior Housing) PM Peak Hour

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		←	→		←	→
Traffic Vol, veh/h	4	65	50	0	4	3
Future Vol, veh/h	4	65	50	0	4	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	80	62	0	5	4
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	62	0	0	152	62	
Stage 1	-	-	-	62	-	
Stage 2	-	-	-	90	-	
Critical Hdwy	4.12	-	-	6.42	6.22	
Critical Hdwy Stg 1	-	-	-	5.42	-	
Critical Hdwy Stg 2	-	-	-	5.42	-	
Follow-up Hdwy	2.218	-	-	3.518	3.318	
Pot Cap-1 Maneuver	1541	-	-	840	1003	
Stage 1	-	-	-	961	-	
Stage 2	-	-	-	934	-	
Platoon blocked, %	-	-	-	-	-	
Mov Cap-1 Maneuver	1541	-	-	837	1003	
Mov Cap-2 Maneuver	-	-	-	837	-	
Stage 1	-	-	-	958	-	
Stage 2	-	-	-	934	-	
Approach	EB	WB	SB			
HCM Control Delay, s	0.4	0	9			
HCM LOS			A			
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1541	-	-	-	901	
HCM Lane V/C Ratio	0.003	-	-	-	0.01	
HCM Control Delay (s)	7.3	0	-	-	9	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0	

6: Marshall Street & Elm Street

Existing + Proposed Development (with Senior Housing) PM Peak Hour

Intersection						
Int Delay, s/veh	2.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↱	
Traffic Vol, veh/h	63	6	5	23	27	6
Future Vol, veh/h	63	6	5	23	27	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	78	7	6	28	33	7

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	85
Stage 1	-	-	82
Stage 2	-	-	40
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1512	873
Stage 1	-	-	941
Stage 2	-	-	982
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1512	870
Mov Cap-2 Maneuver	-	-	870
Stage 1	-	-	941
Stage 2	-	-	978

Approach	EB	WB	NB
HCM Control Delay, s	0	1.3	9.2
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	888	-	-	1512	-
HCM Lane V/C Ratio	0.046	-	-	0.004	-
HCM Control Delay (s)	9.2	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street + Proposed Development (with Senior Housing) PM Peak Hour

Intersection

Int Delay, s/veh 2.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱		↰	↱	↰	↱	↰	↱
Traffic Vol, veh/h	52	460	55	16	324	62	28	5	20	23	3	31
Future Vol, veh/h	52	460	55	16	324	62	28	5	20	23	3	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	55	484	58	17	341	65	29	5	21	24	3	33

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	406	0	0	542	0	0	1049	1063	513	1044	1060	374
Stage 1	-	-	-	-	-	-	623	623	-	408	408	-
Stage 2	-	-	-	-	-	-	426	440	-	636	652	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1153	-	-	1027	-	-	205	223	561	207	224	672
Stage 1	-	-	-	-	-	-	474	478	-	620	597	-
Stage 2	-	-	-	-	-	-	606	578	-	466	464	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1153	-	-	1027	-	-	183	209	561	186	210	672
Mov Cap-2 Maneuver	-	-	-	-	-	-	183	209	-	186	210	-
Stage 1	-	-	-	-	-	-	451	455	-	590	587	-
Stage 2	-	-	-	-	-	-	564	568	-	422	442	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.8	0.3	23.6	18.3
HCM LOS	C	C	C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	249	1153	-	-	1027	-	-	188	672
HCM Lane V/C Ratio	0.224	0.047	-	-	0.016	-	-	0.146	0.049
HCM Control Delay (s)	23.6	8.3	-	-	8.6	-	-	27.4	10.6
HCM Lane LOS	C	A	-	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.8	0.1	-	-	0.1	-	-	0.5	0.2

5: Elm Street & Cass Career Drive

Future (2043) (with Library) AM Peak Hour

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	62	77	129	124	6	5
Future Vol, veh/h	62	77	129	124	6	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	8	6	3	40	2
Mvmt Flow	97	120	202	194	9	8

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	396	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1163	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1163	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	3.7	0	12.9
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1163	-	-	-	474	-
HCM Lane V/C Ratio	0.083	-	-	-	0.036	-
HCM Control Delay (s)	8.4	0	-	-	12.9	-
HCM Lane LOS	A	A	-	-	B	-
HCM 95th %tile Q(veh)	0.3	-	-	-	0.1	-

6: Marshall Street & Elm Street

Future (2043) (with Library) AM Peak Hour

Intersection						
Int Delay, s/veh	1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			1	2	
Traffic Vol, veh/h	76	8	3	232	22	7
Future Vol, veh/h	76	8	3	232	22	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	11	2	2	5	2	2
Mvmt Flow	119	13	5	363	34	11
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	132	0	499	126
Stage 1	-	-	-	-	126	-
Stage 2	-	-	-	-	373	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1453	-	531	924
Stage 1	-	-	-	-	900	-
Stage 2	-	-	-	-	696	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1453	-	529	924
Mov Cap-2 Maneuver	-	-	-	-	529	-
Stage 1	-	-	-	-	900	-
Stage 2	-	-	-	-	693	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0.1		11.6		
HCM LOS				B		
Minor Lane/Major Mvmt	NBLt	EBT	EBR	WBL	WBT	
Capacity (veh/h)	590	-	-	1453	-	
HCM Lane V/C Ratio	0.077	-	-	0.003	-	
HCM Control Delay (s)	11.6	-	-	7.5	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %ile Q(veh)	0.2	-	-	0	-	

7: Oriole Street/Marshall Street & Mechanic Street

Future (2043) (with Library) AM Peak Hour

Intersection												
Int Delay, s/veh	11.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱		↰	↱		↰	↱	
Traffic Vol, veh/h	46	439	32	10	472	25	45	8	16	36	5	55
Future Vol, veh/h	46	439	32	10	472	25	45	8	16	36	5	55
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	3	2	2	2	2	3	2	2	2	2	2
Mvmt Flow	62	593	43	14	638	34	61	11	22	49	7	74

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	672	0	0	636	0	0	1463	1439	615	1438	1443	655
Stage 1	-	-	-	-	-	-	739	739	-	683	683	-
Stage 2	-	-	-	-	-	-	724	700	-	755	760	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.13	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Follow-up Hdwy	2,218	-	-	2,218	-	-	3,527	4,018	3,318	3,518	4,018	3,318
Pot Cap-1 Maneuver	919	-	-	947	-	-	106	133	491	111	132	466
Stage 1	-	-	-	-	-	-	408	424	-	439	449	-
Stage 2	-	-	-	-	-	-	415	441	-	401	414	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	919	-	-	947	-	-	80	122	491	93	121	466
Mov Cap-2 Maneuver	-	-	-	-	-	-	80	122	-	93	121	-
Stage 1	-	-	-	-	-	-	381	396	-	410	442	-
Stage 2	-	-	-	-	-	-	338	434	-	348	386	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.8	0.2	136.8	44.2
HCM LOS			F	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	104	919	-	-	947	-	-	96	466
HCM Lane V/C Ratio	0.897	0.068	-	-	0.014	-	-	0.577	0.159
HCM Control Delay (s)	136.8	9.2	-	-	8.9	-	-	84.4	14.2
HCM Lane LOS	F	A	-	-	A	-	-	F	B
HCM 95th %tile Q(veh)	5.3	0.2	-	-	0	-	-	2.7	0.6

5: Elm Street & Cass Career Drive

Future (2043) (with Library) PM Peak Hour

Intersection						
Int Delay, s/veh	0.7					

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	5	86	69	0	5	4
Future Vol, veh/h	5	86	69	0	5	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	106	85	0	6	5

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	85	0	0 203 85
Stage 1	-	-	- 85 -
Stage 2	-	-	- 118 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1512	-	- 786 974
Stage 1	-	-	- 938 -
Stage 2	-	-	- 907 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1512	-	- 783 974
Mov Cap-2 Maneuver	-	-	- 783 -
Stage 1	-	-	- 934 -
Stage 2	-	-	- 907 -

Approach	EB	WB	SB
HCM Control Delay, s	0.4	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1512	-	-	-	858	
HCM Lane V/C Ratio	0.004	-	-	-	0.013	
HCM Control Delay (s)	7.4	0	-	-	9.3	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0	

6: Marshall Street & Elm Street

Future (2043) (with Library) PM Peak Hour

Intersection

Int Delay, s/veh 3.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↱	
Traffic Vol, veh/h	77	14	13	28	41	16
Future Vol, veh/h	77	14	13	28	41	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	17	16	35	51	20

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	112
Stage 1	-	-	104
Stage 2	-	-	67
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1478	819
Stage 1	-	-	920
Stage 2	-	-	956
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1478	810
Mov Cap-2 Maneuver	-	-	810
Stage 1	-	-	920
Stage 2	-	-	945

Approach	EB	WB	NB
HCM Control Delay, s	0	2.4	9.6
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	845	-	-	1478	-
HCM Lane V/C Ratio	0.083	-	-	0.011	-
HCM Control Delay (s)	9.6	-	-	7.5	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street

Future (2043) (with Library) PM Peak Hour

Intersection												
Int Delay, s/veh	21.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	132	561	67	20	395	124	34	13	24	84	12	119
Future Vol, veh/h	132	561	67	20	395	124	34	13	24	84	12	119
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	139	591	71	21	416	131	36	14	25	88	13	125

Major/Minor	Major 1			Major 2			Minor 1			Minor 2		
Conflicting Flow All	547	0	0	662	0	0	1498	1494	627	1448	1464	482
Stage 1	-	-	-	-	-	-	905	905	-	524	524	-
Stage 2	-	-	-	-	-	-	593	589	-	924	940	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1022	-	-	927	-	-	101	123	484	109	128	584
Stage 1	-	-	-	-	-	-	331	355	-	537	530	-
Stage 2	-	-	-	-	-	-	492	495	-	323	342	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1022	-	-	927	-	-	64	104	484	~ 82	108	584
Mov Cap-2 Maneuver	-	-	-	-	-	-	64	104	-	~ 82	108	-
Stage 1	-	-	-	-	-	-	286	307	-	464	518	-
Stage 2	-	-	-	-	-	-	369	484	-	253	295	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.6	0.3	105.8	117.1
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	EBLn1	EBLn2	EBLn3	WBLn1	WBLn2	WBLn3	SBLn1	SBLn2
Capacity (veh/h)	101	1022	-	-	927	-	-	85	584
HCM Lane V/C Ratio	0.74	0.136	-	-	0.023	-	-	1.189	0.214
HCM Control Delay (s)	105.8	9.1	-	-	9	-	-	246.3	12.8
HCM Lane LOS	F	A	-	-	A	-	-	F	B
HCM 95th %tile Q(veh)	3.9	0.5	-	-	0.1	-	-	7.2	0.8

Notes: ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

5: Elm Street & Cass Career Drive

Future (2043) (with Senior Housing) AM Peak Hour

Intersection

Int Delay, s/veh 1.7

Movement

	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Traffic Vol, veh/h	62	75	129	124	6	5
Future Vol, veh/h	62	75	129	124	6	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	8	6	3	40	2
Mvmt Flow	97	117	202	194	9	8

Major/Minor

	Major1	Major2	Minor2
Conflicting Flow All	396	0	610
Stage 1	-	-	299
Stage 2	-	-	311
Critical Hdwy	4.12	-	6.8
Critical Hdwy Stg 1	-	-	5.8
Critical Hdwy Stg 2	-	-	5.8
Follow-up Hdwy	2.218	-	3.86
Pot Cap-1 Maneuver	1163	-	401
Stage 1	-	-	673
Stage 2	-	-	665
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1163	-	365
Mov Cap-2 Maneuver	-	-	365
Stage 1	-	-	613
Stage 2	-	-	665

Approach

	EB	WB	SB
HCM Control Delay, s	3.8	0	12.9
HCM LOS			B

Minor Lane/Major Mvmt

	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1163	-	-	-	474	-
HCM Lane V/C Ratio	0.083	-	-	-	0.036	-
HCM Control Delay (s)	8.4	0	-	-	12.9	-
HCM Lane LOS	A	A	-	-	B	-
HCM 95th %tile Q(veh)	0.3	-	-	-	0.1	-

6: Marshall Street & Elm Street

Future (2043) (with Senior Housing) AM Peak Hour

Intersection						
Int Delay, s/veh	1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	1			1	1	
Traffic Vol, veh/h	76	6	2	232	22	7
Future Vol, veh/h	76	6	2	232	22	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	11	2	2	5	2	2
Mvmt Flow	119	9	3	363	34	11
Major/Minor	Major1	Major2	Minor1	Minor2	Minor3	Minor4
Conflicting Flow All	0	0	128	0	493	124
Stage 1	-	-	-	-	124	-
Stage 2	-	-	-	-	369	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1458	-	535	927
Stage 1	-	-	-	-	902	-
Stage 2	-	-	-	-	699	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1458	-	533	927
Mov Cap-2 Maneuver	-	-	-	-	533	-
Stage 1	-	-	-	-	902	-
Stage 2	-	-	-	-	697	-
Approach	EB	WB	NB	SB	WB	NB
HCM Control Delay, s	0	0.1	11.6	-	-	-
HCM LOS	-	-	B	-	-	-
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	NBR
Capacity (veh/h)	594	-	-	1458	-	-
HCM Lane V/C Ratio	0.076	-	-	0.002	-	-
HCM Control Delay (s)	11.6	-	-	7.5	0	-
HCM Lane LOS	B	-	-	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-	-

7: Oriole Street/Marshall Street & Mechanic Street

Future (2043) (with Senior Housing) AM Peak Hour

Intersection												
Int Delay, s/veh	9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	439	32	10	472	13	45	6	16	34	5	52
Future Vol, veh/h	29	439	32	10	472	13	45	6	16	34	5	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	74	74	74	74	74	74	74	74	74	74	74	74
Heavy Vehicles, %	2	3	2	2	2	2	3	2	2	2	2	2
Mvmt Flow	39	593	43	14	638	18	61	8	22	46	7	70

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	656	0	0	636	0	0	1407	1377	615	1383	1389	647
Stage 1	-	-	-	-	-	-	693	693	-	675	675	-
Stage 2	-	-	-	-	-	-	714	684	-	708	714	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.13	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.527	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	931	-	-	947	-	-	116	145	491	121	142	471
Stage 1	-	-	-	-	-	-	432	445	-	444	453	-
Stage 2	-	-	-	-	-	-	421	449	-	426	435	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	931	-	-	947	-	-	91	137	491	106	134	471
Mov Cap-2 Maneuver	-	-	-	-	-	-	91	137	-	106	134	-
Stage 1	-	-	-	-	-	-	414	426	-	425	446	-
Stage 2	-	-	-	-	-	-	348	442	-	383	417	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.5	0.2	100.2	36.2
HCM LOS	F	F	F	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	117	931	-	-	947	-	-	109	471
HCM Lane V/C Ratio	0.774	0.042	-	-	0.014	-	-	0.484	0.149
HCM Control Delay (s)	100.2	9	-	-	8.9	-	-	65.7	14
HCM Lane LOS	F	A	-	-	A	-	-	F	B
HCM 95th %tile Q(veh)	4.4	0.1	-	-	0	-	-	2.2	0.5

5: Elm Street & Cass Career Drive

Future (2043) (with Senior Housing) PM Peak Hour

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↰	↰		↰	↰
Traffic Vol, veh/h	5	78	60	0	5	4
Future Vol, veh/h	5	78	60	0	5	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	96	74	0	6	5

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	74	0	182
Stage 1	-	-	74
Stage 2	-	-	108
Critical Hdwy	4.12	-	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.518
Pot Cap-1 Maneuver	1526	-	807
Stage 1	-	-	949
Stage 2	-	-	916
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1526	-	804
Mov Cap-2 Maneuver	-	-	804
Stage 1	-	-	945
Stage 2	-	-	916

Approach	EB	WB	SB
HCM Control Delay, s	0.4	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBR
Capacity (veh/h)	1526	-	-	-	877	-
HCM Lane V/C Ratio	0.004	-	-	-	0.013	-
HCM Control Delay (s)	7.4	0	-	-	9.2	-
HCM Lane LOS	A	A	-	-	A	-
HCM 95th %ile Q(veh)	0	-	-	-	0	-

6: Marshall Street & Elm Street

Future (2043) (with Senior Housing) PM Peak Hour

Intersection						
Int Delay, s/veh	2.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	77	6	5	28	32	7
Future Vol, veh/h	77	6	5	28	32	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	7	6	35	40	9

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	102
Stage 1	-	-	99
Stage 2	-	-	47
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1490	846
Stage 1	-	-	925
Stage 2	-	-	975
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1490	843
Mov Cap-2 Maneuver	-	-	843
Stage 1	-	-	925
Stage 2	-	-	971

Approach	EB	WB	NB
HCM Control Delay, s	0	1.1	9.4
HCM LOS			A

Minor Lane/Major Mvmt	NBL1	EBT	EBR	WBL	WBT
Capacity (veh/h)	861	-	-	1490	-
HCM Lane V/C Ratio	0.056	-	-	0.004	-
HCM Control Delay (s)	9.4	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

7: Oriole Street/Marshall Street & Mechanic Street

Future (2043) (with Senior Housing) PM Peak Hour

Intersection												
Int Delay, s/veh	3.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑		↰	↑			↰			↑	↰
Traffic Vol, veh/h	52	561	67	20	395	68	34	5	24	23	3	31
Future Vol, veh/h	52	561	67	20	395	68	34	5	24	23	3	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	140	-	-	140	-	-	-	-	-	-	-	100
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	55	591	71	21	416	72	36	5	25	24	3	33

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	488	0	0	662	0	0	1249	1267	627	1246	1266	452
Stage 1	-	-	-	-	-	-	737	737	-	494	494	-
Stage 2	-	-	-	-	-	-	512	530	-	752	772	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1075	-	-	927	-	-	150	169	484	151	169	608
Stage 1	-	-	-	-	-	-	410	425	-	557	546	-
Stage 2	-	-	-	-	-	-	545	527	-	402	409	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1075	-	-	927	-	-	132	157	484	132	157	608
Mov Cap-2 Maneuver	-	-	-	-	-	-	132	157	-	132	157	-
Stage 1	-	-	-	-	-	-	389	403	-	529	533	-
Stage 2	-	-	-	-	-	-	501	515	-	357	388	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.7	0.4	34.7	23.8
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	186	1075	-	-	927	-	-	134	608
HCM Lane V/C Ratio	0.357	0.051	-	-	0.023	-	-	0.204	0.054
HCM Control Delay (s)	34.7	8.5	-	-	9	-	-	38.6	11.3
HCM Lane LOS	D	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	1.5	0.2	-	-	0.1	-	-	0.7	0.2

City of Harrisonville, MO
Tuesday, July 11, 2023

Chapter 405. Zoning Regulations

ARTICLE III. Zoning Districts — Generally

Section 405.065. Planned Zoning Districts.

[Ord. No. 1825, 5-13-1991]

Some of the districts hereinbefore set forth shall have a separate and distinct counterpart known and herein referred to as a planned district. A planned district shall be for the purpose of permitting and regulating the uses heretofore permitted in the equivalent district and further provide for and encourage latitude and flexibility in the location of buildings, structures, roads, drives, variations in yards and open spaces all subsequent to approval of the plan by local officials. The purpose is to allow development of tracts of land to their fullest extent and at the same time observe the general intent and spirit of these regulations.

Planned Districts shall be as follows:

District "EP"	Planned Estate District
District "RP-1"	Planned Single-Family Residential District
District "RP-1M"	Planned Manufactured Home Park District
District "RP-2"	Planned Two-Family Residential District
District "RP-3"	Planned Cluster or Garden Type Residential District
District "RP-4"	Planned Medium Density Apartment District
District "CP-O"	Planned Non-Retail Business District
District "CP-1"	Planned Local Business District
District "CBDP-1"	Planned Downtown Core Business District
District "CBDP-2"	Planned Downtown Fringe Business District
District "CP-2"	Planned Service Business District
District "MP-1"	Planned Limited Industrial District
District "MP-2"	Planned General Industrial District

Section 405.070. Objectives of Planned Zoning Districts.

[Ord. No. 1825, 5-13-1991]

- A. The zoning of land in Harrisonville to one (1) of the planned districts ("EP" to "MP-2", inclusive) shall be for the purpose of requiring orderly development on a quality level generally equal to that of the equivalent standard zoning districts, but permitting variations from the normal and established development techniques. The use of planned zoning procedures is intended to encourage large scale development tracts, innovative and imaginative site planning, conservation of natural resources and minimum waste of land. The following are specific conditions and objectives of planned zoning:

1. A proposal to rezone land to a planned district shall be subject to the same criteria relative to compliance with the general development plan, land use policies, neighborhood compatibility, adequacy of streets and utilities and other elements, as is normal in rezoning deliberations.
2. The submittal by the developer and the approval by the City of development plans represents a firm commitment by the developer that development will indeed follow the approved plans in concept, intensity of use, aesthetic levels and quantities of open space.
3. Deviations in yard requirements, setbacks and relationship between buildings are acceptable and may be approved within the limits set out in "Standards of Development" in this Section, if it is deemed that other amenities or conditions will be gained to the extent that an equal or higher quality of development will result than under standard zoning procedures.
4. Residential areas will be planned and developed in a manner that will produce more useable open space, better recreational opportunities, safer and more attractive neighborhoods than under standard zoning and development techniques.
5. Commercial areas will be planned and developed so as to result in attractive, viable and safe centers and clusters, as opposed to strip patterns along thoroughfares. Control of vehicular access, architectural quality, landscaping and signs will be exercises to soften the impact on nearby residential neighborhoods and to assure minimum adverse effects on the street system and other services of the community.
6. The developer will be given latitude in using innovative techniques in the development of land not feasible under application of standard zoning requirements.
7. Planned zoning shall not be used as a refuge from the requirements of the equivalent district as to intensity of land use, amount of open space or other established development criteria.
8. No use will be permitted in the planned district that is not clearly permitted in the equivalent district.
9. Any building or portion thereof may be owned in condominium under appropriate Missouri Statutes.

Section 405.075. Standard of Development in Planned Zoning Districts.

[Ord. No. 1825, 5-13-1991]

- A. The maximum height of buildings and structures shall be as set out in the equivalent district.
- B. The intensity of land use, the floor area and bulk of buildings, the concentration of population, the percentage of lot coverage, the amount of open space, light and air shall be generally equal to that required in the equivalent zoning district.
- C. The density of residential dwelling units, the parking requirements and the performance standards shall be the same as in the equivalent district.
- D. The permitted uses shall be the same as those permitted in the equivalent district, provided that limitations may be placed on the occupancy of certain premises, if such limitation is deemed essential to the health, safety or general welfare of the community.
- E. The Planning and Zoning Commission may, in the process of approving preliminary and final plans, approve deviations from the minimum standards in the equivalent district as follows:
 1. Setbacks of buildings and paved areas from a public street may be reduced to seventy-five percent (75%) of the ordinance requirement.

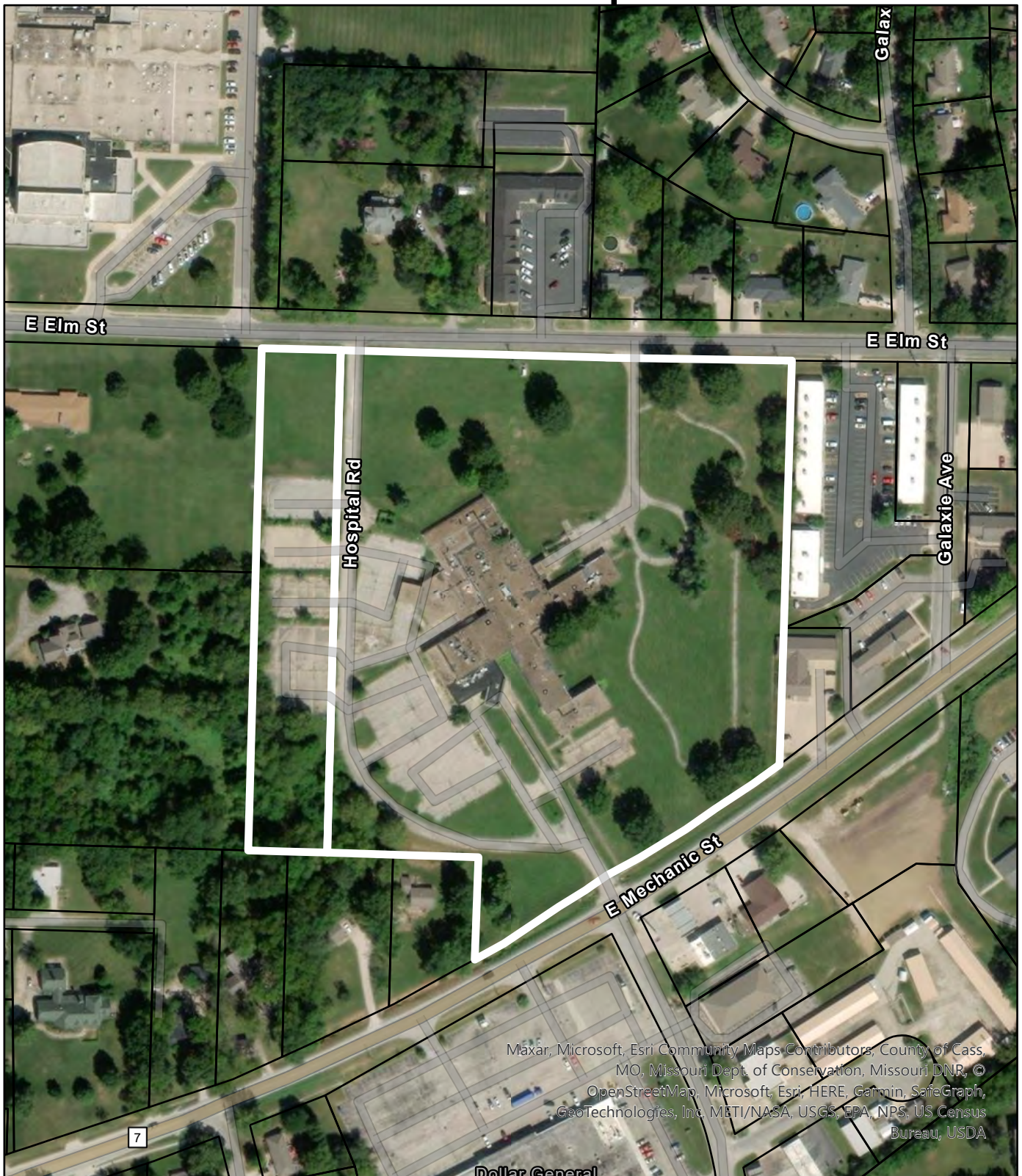
2. Setbacks of buildings and paved areas from a property line of the project (other than a street line) may be reduced to eighty-five percent (85%) of the ordinance requirement.
3. Side yards between buildings may be reduced to zero.
4. Setbacks of buildings and paved areas from a freeway right-of-way line may be reduced to five (5) feet.
5. A portion of the parking area required under this Chapter may remain unimproved until such time as the Board of Aldermen deems it must be improved to serve the demand adequately.

The foregoing deviations may be granted by the Planning and Zoning Commission only where there is ample evidence that said deviation will not adversely affect neighboring property, nor will it constitute the mere granting of a privilege. Reduction of setbacks or other open space shall be compensated by additional open space in other appropriate portions of the project. In all cases such deviations shall be in keeping with good land planning principles and must be specifically set out in the minutes of the Commission, as well as on plans and other exhibits in the record.

Zoning Map



Aerial Map



0 190 380 760 US Feet



Packet Pg. 137

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: Ordinance - Preliminary Development Plan for Multi-Family and Senior Living Facility

Type of Item: *Approval*

E. Action Item (ID # 4595)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR MULTI-FAMILY (288 UNITS) AND A SENIOR LIVING FACILITY ON PROPERTY LOCATED AT 1800 E. MECHANIC STREET IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

Attachments:

Ordinance - Preliminary Development Plan for Multi-Family and Senior Living Facility (DOC)

Council Bill No.

Ordinance No.

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR MULTI-FAMILY (288 UNITS) AND A SENIOR LIVING FACILITY ON PROPERTY LOCATED AT 1800 E. MECHANIC STREET IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application from R.L. Buford, seeking approval of a Preliminary Development Plan for eight (8) 3-story apartment buildings with a total of 288 units (96 units 2-3 bedrooms, 96 units 1 bedroom, 96 units studio—Lots 1 and 2) and a 40,000 sqft. eighty (80) unit senior living facility (Lot 3) on approximately 13 acres of land located at 1800 E. Mechanic Street in the City of Harrisonville, Cass County, Missouri; and

WHEREAS, a legal notice announcing a public hearing to be held on the requested Preliminary Development Plan application on July 20, 2023, before the Planning & Zoning Commission and on August 7, 2023, before the Board of Aldermen of the City of Harrisonville, Missouri was published in the June 29, 2023, edition of the *Tribune and Times* newspaper; and

WHEREAS, the Preliminary Development Plan was considered by the Planning and Zoning Commission on July 20, 2023, and, with a vote of 7-0, recommended that the Board of Aldermen approve the requested Preliminary Development Plan with the seven (7) conditions of approval in staff's report; and

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Chapter 405 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation, find the approval of the Preliminary Development Plan is in the best interest of the City of Harrisonville and its residents.

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

Section 1: The Board of Aldermen of Harrisonville, Missouri, hereby approves a Preliminary Development Plan of approximately 13 acres of land located at 1800 E. Mechanic Street in the City of Harrisonville, Cass County, Missouri, with the following seven (7) conditions of approval:

- 1) A Preliminary Plat and Final Plat shall be submitted, reviewed, and approved prior to the issuance of any development related (building or infrastructure) permits.
- 2) Easements shall be provided as required by Section 410.400 of the City's Municipal Code.
- 3) The subdivision name shall "not duplicate or closely approximate the name of any existing subdivision" in accordance with Sections 410.270.A.1 and 410.290.F.1 of the City's Municipal Code.
- 4) Parking shall be installed on Lot 3 prior to the development of Lot 3 if the Board of Aldermen deems it necessary to meet the demands of the apartment buildings.
- 5) Eastbound and westbound left turn lanes of 140' in length with a 100' taper shall

be constructed at the intersection of Oriole Street and MO-7 as recommended in the Traffic Impact Analysis (TIA).

- 6) The engineers design and the owners shall construct the site's storm drainage in a manner that will not adversely impact the adjacent and downstream residents.
- 7) No more than twelve percent (12.00%) of the total number of housing units shall be "affordable units". Affordable units are defined as units rented to those with a state, or federal, government housing subsidy or voucher.

Section 2: The Preliminary Development Plan comprises the following real estate in the City of Harrisonville, Cass County, Missouri, described as follows:

LEGAL DESCRIPTION:

CONTAINING 602,090 SQUARE FEET OR 13.82 ACRES

TRACT I

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, JOHNSON ESTATES, A SUBDIVISION OF LAND IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT II

A PART OF LOT 5 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF LOT 5, RUN THENCE NORTH 505.42 FEET ALONG THE WEST LINE OF SAID LOT 5; THENCE S 89° 30' 33" E. 932.5 FEET ALONG THE 33" E. 932.5 FEET ALONG THE E. 932.5 FEET ALONG THE SOUTHERLY LINE OF THE JOHNSON TRACT TO THE TRUE POINT OF BEGINNING; RUN THENCE NORTH 218.45 FEET TO THE NORTHERLY LINE OF JOHNSON TRACT; THENCE EASTWARDLY ALONG THE ORTHERLY LINE OF THE JOHNSON TRACT THROUGH A CURVE TO THE RIGHT WITH A RADIUS OF 27,577.23 FEET A DISTANCE OF 667.07 FEET TO THE WESTERLY LINE OF THE BABYLON TRACT AT A POINT 714.12 FEET NORTH OF AND 1599.5 FEET S. 89° 30' 33' E. FROM SAID SOUTHWEST CORNER OF LOT 5, THENCE 33' E. FROM SAID SOUTHWEST CORNER OF LOT 5, THENCE E. FROM SAID SOUTHWEST CORNER OF LOT 5, THENCE SOUTH 161.19 FEET, MORE OR LESS TO THE SOUTHEASTERLY LINE OF THE RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY NO. 7; THENCE SOUTHWESTWARDLY ALONG SAID RIGHT-OF-WAY LINE 82.35 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE JOHNSON TRACT; THENCE N. 89° 30' 33" W. 599.33 33" W. 599.33 W. 599.33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT THAT PART IN PUBLIC ROAD.

AND

A PART OF LOT 5 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF SAID LOT 5, RUN NORTH 505.42 FEET ALONG THE WEST LINE OF SAID LOT 5; THENCE S. 89° 30' 33" E. 1140 FEET ALONG THE SOUTH 33" E. 1140 FEET ALONG THE SOUTH E. 1140 FEET ALONG THE SOUTH LINE OF THE JOHNSON TRACT TO THE TRUE POINT OF BEGINNING; RUN THENCE IN A CONTINUATION OF LAST COURSE, A DISTANCE OF 251.5 FEET, MORE OR LESS TO THE NORTHWESTERLY LINE OF MISSOURI STATE HIGHWAY NO. 7; THENCE SOUTHWESTWARDLY ALONG THE NORTHWESTERLY LINE OF INFORMATIONAL TITLE REPORT 22058754 SAID HIGHWAY, A DISTANCE OF 296.06 FEET; MORE OR

LESS, TO A POINT 158.3 FEET SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH 158.3 FEET TO THE POINT OF BEGINNING.

TRACT III

A PART OF LOT 5 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING 10.82 CHAINS NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF LOT 5 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 44, RANGE 31, RUNNING THENCE NORTH 206 FEET; THENCE EAST 305 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE YARD OF ARTHUR CONGER FOR A STARTING POINT; RUNNING THENCE EAST 477.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF ARTHUR CONGER'S PREMISES; THENCE NORTH 355 FEET; S PREMISES; THENCE NORTH 355 FEET; THENCE EAST 787 FEET, TO A POINT 44 FEET SOUTH OF THE LINE BETWEEN LOTS 5 AND 6 OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 562.5 FEET; THENCE WEST 1264.5 FEET, MORE OR LESS, TO A POINT SOUTH OF THE POINT OF BEGINNING CORNER; THENCE NORTH 206 FEET TO BEGINNING, EXCEPT THEREFROM THAT PART CONVEYED TO EVA B. DAVIS BY DEED OF RECORD IN THE OFFICE OF RECORDER OF DEEDS, CASS COUNTY, MISSOURI, IN BOOK 257, PAGE 91, AND EXCEPT THAT PART CONVEYED TO MARTHA STUART JOHNSON IN BOOK 450 AT PAGE 297 AND DESCRIBED AS FOLLOWS: A PART OF LOT 5 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 44, RANGE 31, IN CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID LOT 5, RUN NORTH 920.12 FEET ALONG THE WEST LINE OF SAID LOT; THENCE 89° 30' 33" E. 335 FEET TO THE TRUE 33" E. 335 FEET TO THE TRUE E. 335 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ON LAST COURSE 477.5 FEET; THENCE NORTH 341.97 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD NO. 7 HIGHWAY; THENCE S 89° 13' 39" 39" 120.01 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 537.63 FEET TO THE NORTHERLY LINE OF TRACT DESCRIBED IN BOOK 257 AT PAGE 91 IN THE RECORDS OF THE CASS COUNTY RECORDER OF DEEDS; THENCE WESTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 27,577.23 FEET, A DISTANCE OF 592.52 FEET TO A POINT 200.17 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 200.17 FEET TO POINT OF BEGINNING, AND EXCEPT THAT PART IN PUBLIC ROADS.

Section 3: Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4: Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5: Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 7TH OF AUGUST 2023 AND WAS

READ FOR A SECOND TIME BY TITLE ONLY ON THE 21ST DAY OF AUGUST 2023 AND
PASSED BY THE BOARD OF ALDERMEN THIS 21ST DAY OF AUGUST 2023.

AYES:

NAYS:

AWAY:

ABSENT:

ABSTAIN:

Mike Zaring, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 21ST day of August 2023

Attachment I: Zoning Map

Zoning Map



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: August 3, 2023
SUBJECT: Hearing to Consider Business License Revocation - Everyday Conoco

Type of Item: *Discussion*

F. Discussion Item (ID # 4592)

HEARING TO CONSIDER THE REVOCATION OF THE EVERYDAY CONOCO (1801 S COMMERCIAL STREET) BUSINESS LICENSE PURSUANT TO HARRISONVILLE MUNICIPAL CODE SECTION 605.090(2)(B)(6) FOR “CONDUCTING OF BUSINESS IN AN UNLAWFUL MANNER SO AS TO CONSTITUTE A BREACH OF THE PEACE OR MENACE TO HEALTH, SAFETY OR GENERAL WELFARE OF THE PUBLIC.

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: Municipal Court Report for June 2023

Type of Item: *Discussion*

A. Action Item (ID # 4594)

Municipal Court Report for June 2023

Attachments:

Municipal Court Report for June 2023 (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **June 2023** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.



Don Lograsso
Municipal Court Judge

7/12/23

Date

Presented and reviewed as required by Court Operating Rule 4.29.



City Clerk

7-17-2023

Date

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary

RECEIVED
JUL 17 2023
CITY OF HARRISONVILLE

Attachment: Municipal Court Report for June 2023 (Municipal Court Report for June 2023)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Harrisonville Municipal		Reporting Period: Jun 1, 2023 - Jun 30, 2023	
Mailing Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701					
Physical Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701				County: Cass County	Circuit: 17
Telephone Number: (816)3808903			Fax Number:		
Prepared by: MICHELLE SHAFFER			E-mail Address: michelle.shaffer@courts.mo.gov		
Municipal Judge: Don Lograsso					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		42	646	494	
B. Cases (citations/informations) filed		3	40	19	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	2	
3. court/bench trial - NOT GUILTY		0	2	1	
4. plea of GUILTY in court		4	21	23	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	15	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	2	4	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		4	40	30	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		41	646	483	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	23	1. # Issued during period	0		
2. # Served/withdrawn during reporting period	22	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,110				

Attachment: Municipal Court Report for June 2023 (Municipal Court Report for June 2023)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: Jun 1, 2023 - Jun 30, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,304.00	Court Automation	\$343.00
Clerk Fee - Excess Revenue	\$288.00	Law Enf Arrest-Local	\$820.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$8.88	Total Other Disbursements	\$1,163.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9,330.37
Total Excess Revenue	\$2,600.88	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$9,330.37
Fines - Other	\$4,222.90		
Clerk Fee - Other	\$312.00		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$50.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$356.50		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.62		
Law Enforcement Training (LET) Fund surcharge	\$100.00		
Domestic Violence Shelter surcharge	\$98.00		
Inmate Prisoner Detainee Security Fund surcharge	\$98.50		
Restitution	\$318.97		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$5,566.49		

Attachment: Municipal Court Report for June 2023 (Municipal Court Report for June 2023)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: August 3, 2023
SUBJECT: Municipal Court Report for July 2023

Type of Item: *Discussion*

B. Action Item (ID # 4593)

Municipal Court Report for July 2023

Attachments:

Municipal Court Report (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **July 2023** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge

8/1/23
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

8-1-2023
Date

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary

RECEIVED
AUG 01 2023
CITY OF HARRISONVILLE

Attachment: Municipal Court Report (Municipal Court Report for July 2023)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Harrisonville Municipal		Reporting Period: Jul 1, 2023 - Jul 31, 2023	
Mailing Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701					
Physical Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701				County: Cass County	
Telephone Number: (816)3808903		Fax Number:			
Prepared by: MICHELLE SHAFFER		E-mail Address: michelle.shaffer@courts.mo.gov			
Municipal Judge: Don Lograsso					
II. MONTHLY CASELOAD INFORMATION					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		41	647	483	
B. Cases (citations/informations) filed		4	23	30	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	1	
3. court/bench trial - NOT GUILTY		0	1	2	
4. plea of GUILTY in court		1	38	20	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	9	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	2	3	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		1	50	26	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		44	620	487	
E. Trial de Novo and/or appeal applications filed		0	0	0	
III. WARRANT INFORMATION (pre- & post-disposition)					
1. # Issued during reporting period		23	IV. PARKING TICKETS		
2. # Served/withdrawn during reporting period		35	1. # Issued during period		
3. # Outstanding at end of reporting period		1,098	☐ Court staff does not process parking tickets		

Attachment: Municipal Court Report (Municipal Court Report for July 2023)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: Jul 1, 2023 - Jul 31, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$4,547.00	Court Automation	\$497.00
Clerk Fee - Excess Revenue	\$528.50	Law Enf Arrest-Local	\$172.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$16.28	Overpayment	\$2.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayment-E/R	\$2.50
Total Excess Revenue	\$5,091.78	Total Other Disbursements	\$674.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$11,717.24
Fines - Other	\$3,467.50	Bond Refunds	\$200.00
Clerk Fee - Other	\$336.00	Total Disbursements	\$11,917.24
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$73.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$516.21		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$10.51		
Law Enforcement Training (LET) Fund surcharge	\$146.00		
Domestic Violence Shelter surcharge	\$148.00		
Inmate Prisoner Detainee Security Fund surcharge	\$147.50		
Restitution	\$1,106.24		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$5,950.96		

Attachment: Municipal Court Report (Municipal Court Report for July 2023)