



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
SEPTEMBER 8, 2015
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. CPR Recognition**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Aug 17, 2015 5:30 PM**
- 6. Agenda Items**
 - A. Harrisonville High School Homecoming Parade 2015**
 - B. Council Bill 072: A RESOLUTION CONFIRMING THE TRANSFER OF REPRESENTATION OF THE CITY OF HARRISONVILLE FROM CUNNINGHAM, VOGEL & ROST, P.C. TO ZERGER & MAUER, LLP IN CERTAIN LITIGATION MATTERS INVOLVING CENTURYLINK AND ITS RELATED ENTITIES REGARDING TELECOMMUNICATION TAX PAYMENTS.**
 - C. Council Bill 073: RESOLUTION TO ADOPT THE REGIONAL MULTI-HAZARD MITIGATION PLAN**
 - D. Council Bill 074: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HANRAHAN ASPHALT PAVING FOR ASPHALT OVERLAY SERVICES AND ADDITIONAL CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$150,000.00**

- E. Council Bill 075: A Resolution of the Board of Aldermen to Approve Change Order #6 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$37,799.40**
- F. Council Bill 076: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460 AND SECTION 700.480 BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES AND SEWER SERVICES AND TO ESTABLISH A NEW SOLID WASTE COLLECTION SERVICE FEE AS AUTHORIZED BY CHAPTER 240, SECTION 240.250.**
- G. Council Bill 077: AN ORDINANCE ADOPTING AN OPERATING BUDGET AND OBJECTIVES FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2016, THROUGH DECEMBER 31, 2016**
- H. Council Bill 078: An Ordinance to Amend Chapter 630 Pawnbrokers and Small Loan Establishments, Section 630.150 Geographic Limitations, of the City Code Regarding the Location of Pawnshops and Small Loan Establishments in the City of Harrisonville, Missouri**
- I. Council Bill 079: An Ordinance of the City of Harrisonville, Missouri, Regarding a Special Use Permit for the Establishment of a Pawn Shop at 1602 N. Commercial Street, Harrisonville, Cass County, Missouri**
- J. Council Bill 080: An Ordinance to Approve the Rezoning of a Property Generally Located at 404 N. Independence Street from "C-0" Non-Retail Business District to "R-2" Two Family Residential District**
- K. Council Bill 081: An Ordinance to Accept the Final Plat of Lot 2, Meadowland Business Park Corrected Plat, A Subdivision of Land in the City of Harrisonville, Cass County, Missouri**
- L. Council Bill 082: An Ordinance to Authorize the Mayor to Sign A Grant Agreement Amendment with the Missouri Highways and Transportation Commission in the Amount of \$291,445**
- M. Council Bill 083: An Ordinance Authorizing the Mayor to Sign a Contract with Vance Brothers, Inc. for the Airfield Pavement Maintenance Project in an Amount Not to Exceed \$290, 446.05**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
- 9. Report from the Mayor**
- 10. Questions from the Media**
- 11. Adjourn to Executive Session**

12. Adjourn From Regular Session

Posted on City Hall Bulletin Board this 3rd day of September 2015

Kim Hubbard, City Clerk

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



TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 2, 2015
SUBJECT: CPR Recognition

Type of Item: *Presentation*

On July 21, 2014 Harrisonville Police Officer Paul White and Harrisonville Emergency Services responded to a man, Richard Matter, down and unresponsive on South Independence Street. Upon Officer White's arrival there were two individuals performing Cardiac Pulmonary Resuscitation (CPR) on Matter. Officer White assisted these two individuals, Jake Schmidt and David Butler, with CPR until Emergency Services personnel arrived on scene.

At this time the Matter family would like to come forward and recognize the individuals they credit with saving Richards life.

ES Crews that responded to this call:

Captain / Paramedic Eric Myler

Firefighter / Paramedic Joe Gibson

Firefighter / Paramedic Andy Gross

Firefighter / Paramedic Terry Smither

Firefighter / EMT Danny Merrifield

Firefighter / EMT Roberto Queszada

Firefighter / EMT Zach Thomas

A. Action Item (ID # 2009)

CPR Recognition



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
AUGUST 17, 2015
5:30 PM

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

Attendee Name	Title	Status	Arrived
Judy Bowman	Board Member	Present	
Clint Long	Board Member	Present	
Josh Stafford	Board Member	Present	
David Dickerson	Board Member	Present	
Ivan Stull	Board Member	Absent	
Marcia Milner	Board Member	Absent	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Late	5:36 PM
Brian Hasek	Mayor	Present	

Others Present: City Administrator Keith Moody, City Attorney Jessie James (5:30pm to 7pm), City Attorney Steve Mauer (7pm-7:53pm), Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Director Chris Deal, EMS Director Larry Francis, Street Superintendent Rodney Jacobs, Public Works Director Jerry Gibbs, Electric Department Director Keith Thomas and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**

None.

Mayor Hasek announced the budget review would be first on the agenda and public participation would follow.

4. **Public Participation**

Jack Cotton, 876 Locust, asked why there is a charge for city stickers when there is not a city sticker required. Mr. Moody explained issuing city stickers is no longer practiced but they are

still collected for. Mr. Cotton also inquired about the sewer system for the Love's project. Mr. Moody reviewed the alignment from north of the Wal-Mart Distribution Center tie-in to the gravity system and said that Loves is responsible for their extension. There was also discussion regarding Sapps tying into the City's sewer and that it was a possibility if Sapps annexed into the city limits.

Bonnie Unruh, 506 Hamlet Drive. Ms. Unruh shared her unhappiness with Aldermen Bowman and Stull that they suggested using a private firm to conduct to the audit.

Virgil Bulter, 606 N King Terrace, asked to be able to address Alderman Bowman regarding her and Alderman Stull's email to Mayor regarding the state audit. Mr. Butler asked what the city's budget was which was noted to be approximately \$41 million. Mr. Butler conveyed that it equaled \$16,000 for a family of four (4) to live in Harrisonville. Mr. Butler also shared that after speaking to someone at the state auditor's office that they will get to us in a timely manner. Mr. Butler shared that by having the state audit, the citizens will know where the city stands financially and that everything is being done like it should be done.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Aug 3, 2015 7:00 PM

Minutes approved.

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

B. Board of Aldermen - Budget Meeting - Aug 10, 2015 7:00 PM

Minutes approved.

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

6. Agenda Items

A. An Ordinance Levying A Tax For The Current Expense Of The City Of Harrisonville, Missouri, Upon Real Property And All Tangible Personal Property Of Whatsoever Nature And Character Subject To Taxation By The City Of Harrisonville For Such Purposes; Also, Levying A Special Tax Upon The Afore Described Properties For Public Parks; For A Total Tax Levy Of \$.6985

City Attorney Mauer read Council Bill 067 by title only for a second time.

Minutes Acceptance: Minutes of Aug 17, 2015 5:30 PM (Approval of Minutes)

Council Bill 067 failed by the following roll call vote:

Ayes: Aldermen Dahlman, Bowman, and Stafford

Nays: Aldermen Coburn, Dickerson, Long

Absent: Aldermen Stull and Milner

Abstain: None

Discussion took place regarding the deadline to certify the tax levy, the board was asked if they would consider bringing council bill 067 back to the table and amend the bill to reflect the current tax levy of .6955. Alderman Dickerson made the motion to bring Council Bill 067 back to the table. Alderman Long seconded the motion and it was approved by a voice vote.

Ayes: Aldermen Dickerson, Long, Stafford, Bowman, Dahlman and Coburn.

Nays: None.

Absent: Aldermen Stull and Milner

Abstain: None

Alderman Dickerson made the motion to amend Council Bill 067 to reflect the current tax levy of .6955. Alderman Long seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dahlman, Coburn, Dickerson, Long, and Stafford.

Nays: Alderman Bowman

Absent: Aldermen Milner and Stull

Abstain: None

City Attorney Mauer read Council Bill 067 as amended.

Council Bill 067 became Ordinance 3326

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

B. A Resolution supporting a Proposed Development to be called Harrisonville Gardens, by Turnberry Developers, LLC, to be located at the corner of Jesi & Matt Street in Harrisonville, Missouri

Director DeLuca reported on the proposed development and introduced Don Roseman, Turnberry. Mr. Roseman gave an overview of project and reported the development is competitive, the development will cater to individuals 62 years and older, there is a waiting list of approximately 70 and Turnberry is asking for the board's support in pursuing the project.

Council Bill 068 became Resolution 039.

Minutes Acceptance: Minutes of Aug 17, 2015 5:30 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Clint Long, Board Member
AYES: Bowman, Long, Stafford, Dickerson, Coburn, Dahlman
ABSENT: Ivan Stull, Marcia Milner

C. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER TO RENEWAL WEST LLC IN AN AMOUNT NOT TO EXCEED \$75,000.00

City Attorney Mauer read Council Bill 069 by title only. Mr. Gibbs reported this was an amendment to the current contract but a reduced cost and the land to receive the sludge application has not been determined.

Council Bill 069 became Resolution 040.

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

D. AN ORDINANCE AMENDING ORDINANCE 3320 OF THE CITY OF HARRISONVILLE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND THE MISSOURI DEPARTMENT OF TRANSPORTATION, REDUCING A MISSOURI DEPARTMENT OF TRANSPORTATION GRANT FROM SEPTEMBER 23, 2013 FROM \$201,803 TO \$150,495, A REDUCTION OF \$51,308.

City Attorney Mauer read Council Bill 070 by title only. City Clerk Hubbard explained at the July 20th Ordinance 3320 was approved which stipulated the Mayor would sign the grant document and staff had Mr. Moody sign. Staff asked for the ordinance to reflect that Mr. Moody would execute the agreement for the grant.

Alderman Dickerson made the motion to suspend the rules and move Council Bill 070 to its second reading. Alderman Coburn seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Stafford, Long, Bowman, Dickerson, Coburn, and Dahlman.

Nays: None

Absent: Aldermen Milner and Stull

Abstain: None.

City Attorney Mauer read Council Bill 070 by title only for a second time.

Council Bill 070 became Ordinance 3327.

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

- E. AN ORDINANCE TO AMEND ORDINANCE 3321 AND TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR GRANT FUNDING FOR THE AIRPORT PAVEMENT MAINTENCE PROJECT FOR THE LAWRENCE SMITH MEMORIAL AIRPORT IN AN AMOUNT OF \$66,974.**

City Attorney Mauer read Council Bill 071 by title only. City Clerk Hubbard explained Ordinance 3321 which was approved at the July 20th meeting reflected an incorrect grant amount of \$66,975. Staff asked for approval to amend the ordinance to reflect the amount of \$66,974.

Alderman Coburn made the motion to suspend the rules and move Council Bill 071 to its second reading. Alderman Dickerson seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dahlman, Bowman, Dickerson, Coburn, Long and Stafford

Nays: None

Absent: Aldermen Milner and Stull

Abstain: None

City Attorney Mauer read Council Bill 071 by title only for a second time.

Council Bill 071 became Ordinance 3328.

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

F. 2016 Budget Review

Mr. Moody reviewed the budget and reported on the following:

- *2.50% merit increases*
- *LAGER rate changes*
- *The administrative fee*
- *General fund*
- *Refuse fund*
- *Electric Fund*
- *CWSS Fund*
- *Park Fund*
- *Aquatics Fund*
- *Community Center Fund*
- *Emergency Service Fund*
- *Debt Service Fund*

7. Aldermen and Committee Reports

Alderman Bowman commented on how great the Purple Heart Event was at Max Motors and what a good addition the Muller family is to the community.

Alderman Coburn reported he had attended the Historical Preservation Commission meeting and observed the audit this year. Alderman Coburn also expressed his support of the proposed winery.

Alderman Long commented on his positive impression of the police department services when someone tried to break into his home over the weekend.

8. Report from the City Administrator

Mr. Moody reported staff would be working on the certification of the levy and preparation of the budget document.

9. Report from the Mayor

Mayor Hasek reported he was out of town and unable to attend the Purple Heart event and agreed with Alderman Bowman regarding the Muellers. Mayor Hasek also reminded everyone of the wine crawl this Thursday.

10. Questions from the Media

None.

11. Adjourn to Executive Session

None.

12. Adjourn From Regular Session

Alderman Dickerson made the motion to adjourn. Alderman Long seconded the motion and it was approved by a voice vote. The meeting adjourned at 7:53pm.

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

ATTEST:

Minutes Acceptance: Minutes of Aug 17, 2015 5:30 PM (Approval of Minutes)

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Aug 17, 2015 5:30 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 1, 2015
SUBJECT: Harrisonville High School Homecoming Parade 2015

Type of Item: *Approval*

Issue: Harrisonville High School Student Council has requested to have their annual Homecoming Parade on September 18, 2015 from 2:00 pm to 3:00 pm. The parade will start and end at the High School and effect Elm Street, Price Street, Pearl Street, the Square area, Independence Street, Wall Street, and King Street. The applicant has requested traffic control. With this event occurring during normal city business hours we will attempt to utilize staff from other city departments as well as school district for traffic control rather than pay off-duty police officers overtime. Therefore, there is no costs for city services associated with this event.

Background: This event has occurred for many years and on a few occasions in the past we have had issues with the participants following the parade rule (attached). The past few years these issues have been very minimal as the school administration has worked diligently to address these issues. The applicant has been provided the rules and regulations sheet (attached) and has agreed to adhere to these rules. The required insurance will be provided to the City should this event be approved. The City is unable to provide electricity as requested, this will need to be obtained from the Cass County Court House.

Recommendation: It is staff's recommendation that this event be approved as long as all noted rules and regulations are adhered to and that all state laws and local ordinances are followed.

A. Action Item (ID # 2005)

Harrisonville High School Homecoming Parade 2015

Attachments:

HHS HC Parade Event App. 2015 (PDF)

Parade Rules 10-6-11 (PDF)

RECEIVED

AUG 25 2015

SPECIAL EVENTS APPLICATION

CITY OF HARRISONVILLE

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

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

1. Organization: Harrisonville High School Student Council
2. Name of Applicant: Allison Willson
Address: 1504 E. Elm, Harrisonville, MO 64701
Phone: 816-380-3273 ext 6834 Cell: 417-448-9741
3. Purpose of Event: Homecoming Parade
4. Proposed date(s) and time(s) of Event: September 18, 2015 from 2-3:00 pm
5. Location(s) where event will be held: The parade route will start at HHS, go west on Elm, south on Price, west on Pearl, south on Independence, east on Wall, north on King, east on Pearl, north on Price, and east on Elm.
6. Anticipated crowd size: 2000
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☒ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: _____

APPROVED this _____ day of _____, 20 _____.

Chief of Police

City Clerk

Attachment: HHS HC Parade Event App. 2015 (2005 : Harrisonville High School Homecoming Parade 2015)

Harrisonville Parade Rules & Regulations

1. Entrants must observe all applicable rules and regulations and follow instructions from police and parade officials or be barred from the parade. The Harrisonville Police Department reserves the right to remove any entrant from the parade either prior to or any time during the parade.
2. No Parade participant may throw candy or any other item to Parade spectators. **Any entry with participants throwing items will be removed from the Parade by the Parade applicant/director and/or the Harrisonville Police Dept. Walkers may hand items to spectators only. There will be no exceptions to this rule.**
3. Tractors, trucks and other tow vehicles must be clean, attractive and quiet running vehicles.
4. No entry will be allowed that conveys any obscene message.
5. **No one will get on or off a float or entry once it has started down the parade route.**
6. All entries having music or sound amplifying systems shall maintain a volume that will not interfere with other entries, especially those with animals. If a unit is informed by the Police that the noise generated by their unit is too loud; they shall immediately turn the volume down or take other steps identified by the parade applicant/director or the Police.
7. Drivers of any and all vehicles in the parade areas must possess a valid driver's license, be at least 18 years old, and possess all liability vehicle insurance. The driver will remain seated in the driver's seat for the duration of the parade. Entries (lawn mowers, mini bikes, mopeds, go-carts, etc.) with younger drivers require written approval by the Chief of Police at least 24 hours prior to the event.
8. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
9. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
10. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
11. Floats must have proper safety chains to connect the float to the tow vehicle.
12. Support vehicles for marching units will not be allowed in the parade.
13. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side.
14. Parade units that stop along the parade route due to a mechanical malfunction may be removed from the parade.
15. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the City of Harrisonville, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.

ARTICLE II. PERMITS

SECTION 397.070: PERMIT REQUIRED

No person shall engage in, participate in, aid, form or start any procession or event, unless a parade permit shall have been obtained from the Board of Aldermen.

SECTION 397.080: APPLICATION -- REQUIRED

A person seeking issuance of a procession or event permit shall file an application with the City Clerk on forms provided by such officer.

SECTION 397.090: APPLICATION -- FILING PERIOD

An application for a procession or event permit shall be filed not less than seven (7) days prior to a meeting of the Board of Aldermen. Such meeting shall be at least twenty (20) days prior to the proposed date of the parade to allow the Board to further investigate the matter as necessary. (CC 1977 §23-103; Ord. No. 972 §4, 4-19-72)

SECTION 397.100: APPLICATION -- CONTENTS

The application for a procession or event permit shall set forth the following information as applicable:

1. The name, address and telephone number of the person seeking to conduct such parade;
2. Purpose of event;
3. If the procession or event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;
4. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;
5. The date when the parade is to be conducted;
6. The route to be traveled, the starting point and the termination point;
7. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and descriptions of the vehicles;

9. A statement as to whether the procession or event will occupy all or only a portion of the width of the streets proposed to be traversed;
10. The location by streets of any assembly areas for such parade;
11. The time at which units of the parade will begin to assemble at any such assembly areas;
12. The interval of space to be maintained between units of such parade;
13. If the procession or event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the City Clerk a communication in writing from the person proposing to hold the procession or event, authorizing the applicant to apply for the permit on his/her behalf;
14. Location at which the event will be held; and
15. Any additional information which the Board of Aldermen shall find reasonably necessary to a fair determination as to whether a permit should be issued. (CC 1977 §23-104; Ord. No. 972 §4, 4-19-72)

SECTION 397.110: STANDARDS FOR ISSUANCE

The Board of Aldermen shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

1. The conduct of the procession or event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
2. The conduct of the procession or event will not require the diversion of so great a number of Police Officers of the City to properly Police the line of movement and the areas contiguous thereto as to prevent normal Police protection to the City;
3. The concentration of persons, animals and vehicles at assembly points of the procession or event will not unduly interfere with proper fire and Police protection of, or ambulance service to, areas contiguous to such assembly areas;
4. The conduct of such procession or event will not interfere with the movement of fire-fighting equipment enroute to a fire;
5. The conduct of the procession or event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;

6. The procession or event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays enroute;

7. The procession or event is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. (CC 1977 §23-105; Ord. No. 972 §5, 4-19-72)

SECTION 397.120: ALTERNATIVE PERMIT

The Board of Aldermen, in denying an application for a procession or event permit, shall be empowered to authorize the conduct of a procession or event on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the Board of Aldermen, file a written notice of acceptance with the City Clerk. An alternate procession or event permit shall conform to the requirements of and shall have the effect of a procession or event permit under this Article. (CC 1977 §23-107; Ord. No. 972 §7, 4-19-72)

SECTION 397.130: COMPLIANCE

An applicant for a procession or event permit shall comply with all permit directions and conditions and with all applicable laws and ordinances. (CC 1977 §23-109; Ord. No. 972 §9, 4-19-72)

SECTION 397.140: POSSESSION

The procession or event chairman or other person heading or leading such activity shall carry the procession or event permit upon his/her person during the conduct of the procession or event and be present. (CC 1977 §23-110; Ord. No. 972 §9, 4-19-72)

SECTION 397.150: REVOCATION

The City shall have the authority to revoke a procession or event permit issued pursuant to this Article upon its' determination that the procession or event does not conform with the procession or event permit. (CC 1977 §23-111; Ord. No. 972 §11, 4-19-72)

SECTION 397.160: RESTRICTIONS/REQUIREMENTS

A. Event organizers must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00) to the City Clerk at least fifteen (15) days prior to the event date. Failure to meet this requirement shall make the permit null and void.

B. Restrooms and trash receptacles shall be provided. Trash disposal is the responsibility of event organizers.

C. *Food Vendors.*

1. Only fires within an apparatus manufactured for the purpose in which it is being used shall be permitted in booths.
2. Each food vendor will remove all used cooking grease from event premises and dispose of it appropriately.
3. All food vendors cooking, heating or otherwise utilizing any source of heat must have at least one (1) dry chemical fire extinguisher in booth area at all times.
4. Only UL approved heavy gauge extension cords rated for outside use can be used in event booths.
5. Booth participants are responsible for daily cleanup of their areas. (CC 1977 §23-116; Ord. No. 2338 §1, 2-3-97; Ord. No. 2424 §3, 9-8-97)



Harrisonville Parade Rules & Regulations



6.A.b

1. Entrants must observe all applicable rules and regulations and follow instructions from police and parade officials or be barred from the parade. The Harrisonville Police Department reserves the right to remove any entrant from the parade either prior to or any time during the parade.
2. No Parade participant may throw candy or any other item to Parade spectators. **Any entry with participants throwing items will be removed from the Parade by the Parade director or the Harrisonville Police Dept. Walkers may hand items to spectators only. There will be no exceptions to this rule.**
3. Tractors, trucks and other tow vehicles must be clean, attractive and quiet running vehicles.
4. No entry will be allowed that conveys any obscene message.
5. **No one will get on or off a float or entry once it has started down the parade route.**
6. All entries having music or sound amplifying systems shall maintain a volume that will not interfere with other entries, especially those with animals. If a unit is informed by the Police that the noise generated by their unit is too loud; they shall immediately turn the volume down or take other steps identified by the parade applicant/director or the Police.
7. Drivers of any and all vehicles in the parade areas must possess a valid driver's license, be at least 18 years old, and possess all liability vehicle insurance. The driver will remain seated in the driver's seat for the duration of the parade. Entries (lawn mowers, mini bikes, mopeds, go-carts, etc.) with younger drivers require written approval by the Chief of Police at least 24 hours prior to the event.
8. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
9. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
10. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
11. Floats must have proper safety chains to connect the float to the tow vehicle.
12. Support vehicles for marching units will not be allowed in the parade.
13. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side.
14. Parade units that stop along the parade route due to a mechanical malfunction may be removed from the parade.
15. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the City of Harrisonville, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: September 3, 2015
SUBJECT: Terminate Legal Representation by Cunningham, Vogel and Rouse

Type of Item: *Approval*

Dave Streubel has requested the City approve a resolution confirming the transfer of this matter to Zerger & Mauer. Attached is a resolution that Mr.Streubel thinks will accomplish this move.

Council Bill No. 072

Resolution No.

**A RESOLUTION CONFIRMING THE TRANSFER OF REPRESENTATION OF
THE CITY OF HARRISONVILLE FROM CUNNINGHAM, VOGEL & ROST,
P.C. TO ZERGER & MAUER, LLP IN CERTAIN LITIGATION MATTERS
INVOLVING CENTURYLINK AND ITS RELATED ENTITIES REGARDING
TELECOMMUNICATION TAX PAYMENTS.**

WHEREAS, the City of Harrisonville (the “City”) and the Missouri cities of Aurora, Cameron, Oak Grove, and Wentzville retained Cunningham, Vogel & Rost, P.C. (“CVR”) to represent them in certain matters involving the payment of business license taxes by CenturyLink and its related entities; and

WHEREAS, pursuant to an agreement among the City and the cities of Aurora, Cameron, Oak Grove, and Wentzville (the “Other Plaintiff Cities”), CVR jointly represents all of those cities in the case styled *City of Aurora, et al. v. Spectra Communications Group LLC, d/b/a/ CenturyLink, et al.*, case No. 12SL-CC02896, pending in the Circuit Court of St. Louis County, Missouri (“Aurora case”), and the cities share information pursuant to such agreement and their joint defense and prosecution privileges; and

WHEREAS, CVR also represents the City in several tax protest suits filed by Embark Missouri Inc. d/b/a CenturyLink against the City and other cities. Those cases against the City are case nos. 13CA-CV01691, 13CA-CV02693, 13CA-CV03696, 14CA-CC00032, 14CA-CC00112, 14CA-CC00188, 14CA-CC00273, 15CA-CC00021, and 15CA-CC00090 that are pending in the Circuit Court of Cass County, Missouri (“Tax Protest cases”); and

WHEREAS, the City is and has been represented by Zerger & Mauer, LLP. The City has requested Zerger & Mauer, LLP to assume representation of the City in the Aurora case and the Tax Protest cases; and

WHEREAS, the City desires to direct and authorize transfer of the City’s representation in the Aurora case and the Tax Protest cases from CVR to Zerger & Mauer, LLP; and

WHEREAS, the City understands that CVR will continue to represent the Other Plaintiff Cities in the Aurora case, recognizes that it has interests in common with the Other Plaintiff Cities in the Aurora case and the Tax Protest cases, and wishes to continue to cooperate with the Other Plaintiff Cities in the litigation.

WHEREAS, the City understands and agrees that the Other Plaintiff Cities would suffer a material detriment if CVR could not continue to represent those cities in the Aurora case.

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

SECTION ONE. The City confirms its direction that CVR: (1) transfer representation of the City in the Aurora case and the Tax Protest cases from CVR to Zerger & Mauer, LLP; and (2) transfer copies of the corresponding case files from CVR to Zerger & Mauer, LLP as may be needed.

SECTION TWO. The City has been advised of the relevant facts and waives any actual or potential conflict that may result from CVR’s continued representation of the Other Plaintiff Cities in the Aurora case, the Tax Protest cases, and any related subsequent cases, appeals, negotiations or settlements of any of those cases (together the “Relevant Litigation Matters”). Accordingly, the City hereby gives its informed consent and: (1) waives any objection to CVR’s representation of other clients in the Relevant Litigation Matters, including any conflict created by such representation; (2) reaffirms its previous agreement to share information with the Other Plaintiff Cities in the Aurora case; (3) waives

objections, including objections pursuant to Missouri Rule of Professional Conduct 4-1.6, to CVR sharing information obtained in the course of representing the City in the Aurora case and the Tax Protest cases with other clients represented by CVR in the Relevant Litigation Matters; (4) waives objections, including objections pursuant to Missouri Rule of Professional Conduct 4-1.6, to Zerger & Mauer, LLP sharing information obtained in the course of representing the City in the Relevant Litigation Matters with other clients represented by CVR in the Relevant Litigation Matters; and (5) finds that the City's interests in the Relevant Litigation Matters are not adverse in any respect to the interests of other CVR clients in the same matters. If the City's interests should become adverse to those of other clients represented by CVR in the Relevant Litigation Matters, the City hereby waives objections, including objections pursuant to Missouri Rule of Professional Conduct 4-1.9, to CVR's representation of other clients in the Relevant Litigation Matters. This consent and waiver hereby expressly preserves and nothing in this Resolution shall destroy or diminish the joint defense and prosecution privilege of the City and the Other Plaintiff Cities, so as to preserve the confidentiality of information shared consistent with that joint privilege.

SECTION THREE. Nothing in this Resolution shall be deemed to affect CVR's representation of the City in any matter not specifically stated herein.

SECTION FOUR. This Resolution shall be in full force and effect on and after its passage and approval.

Adopted by the Board of Aldermen and approved by the Mayor this 8th day of September, 2015.

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

ATTEST:

 Kim Hubbard, City Clerk



TO: Board of Aldermen
FROM: Larry Francis, Director
DATE: August 18, 2015
SUBJECT: Hazard Mitigation Plan Approval

Type of Item: *Approval*

Action Item: Board of Aldermen Approval

The City of Harrisonville as well as other communities participates with Mid-America Regional Council (MARC) in the planning and adoption of the MARC Regional Hazard Mitigation Plan. Harrisonville adopted the first plan in 2010 and every 5 years it requires review, updates, public comments, acceptance from FEMA, and adoption from local governments.

The RHMP has been available online for public comments. As of this writing, there have not been any comments been reported to myself or to MARC. The link for the complete document is located here: <http://marc.org/Emergency-Services-9-1-1/MEMC/Activities/Regional-Hazard-Mitigation-Plan>.

I participated in a Public Event held in Raymore in January of 2015 for a public preview of the plan and why it is needed. Several people did ask about the plan and talked about the current and future mitigation plans.

The changes to the plan basically reflected the removal of storm water projects that have been completed because the mitigated the flooding hazard. Staff members from different departments looked at the plan and made minor changes as needed. The City of Harrisonville has been very proactive in the identification and mitigation of potential hazards.

In August of 2015, FEMA approved the RHMP. In order for the City of Harrisonville to receive and mitigation funding as well as any disaster related funding, the RHMP must be adopted by the Board of Aldermen. The 2010 RHMP expired on 8-31-2015 and if not adopted there will not be any federal funding until it is adopted.

Staff is recommending approval by the Board of Alderman. If you have any questions please feel free to contact me .

Council Bill No. 073**Resolution No.****RESOLUTION TO ADOPT THE REGIONAL MULTI-HAZARD MITIGATION
PLAN**

WHEREAS, the City of Harrisonville, with the assistance from the Mid-America Regional Council, has gathered information and prepared the *Regional Multi-Hazard Mitigation Plan*; and,

WHEREAS, the *Regional Multi-Hazard Mitigation Plan* has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, the City of Harrisonville is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the City of Harrisonville has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the Harrisonville Board of Aldermen that the City of Harrisonville adopts the *Regional Multi-Hazard Mitigation Plan* as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 8th day of September 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 8th day of October 2015

City of
Harrisonville
STAFF REPORT

est.
1836

TO: Board of Aldermen
FROM: Eric Patterson, Asst. Director
DATE: August 28, 2015
SUBJECT: 2015 Annual Asphalt Overlay Program

Type of Item: *Approval*

This item is for the award of the Construction Contract on the 2015 Asphalt Mill & Overlay Program construction on Commercial Street.

Issue:

To maintain our street infrastructure and provide for safe vehicular traffic this program is going to all on Commercial Street.

Background:

The General Fund budget contains \$150,000.00 for the Asphalt Overlay Program . On August 20, the following 2 bids were received:

- | | |
|--|-------------|
| • Hanrahan Asphalt Paving Company, Inc | \$58,000.00 |
| • Wil-Pav, Inc | \$81,800.00 |

Hanrahan has done our Mill & Overlay Program in the past; they did a good job with no major problems.

Recommendations:

Based on these bids, staff request Board of Alderman approval of a contract with Hanrahan Asphalt Paving Company, Inc for \$58,000.00 for the base bid and an additional \$92,000.00 for additional footage on Commercial Street for a total of \$150,000.00

Council Bill No. 074

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH HANRAHAN ASPHALT PAVING FOR
ASPHALT OVERLAY SERVICES AND ADDITIONAL CONSTRUCTION IN AN
AMOUNT NOT TO EXCEED \$150,000.00**

WHEREAS, the City of Harrisonville has determined that **Hanrahan Asphalt Paving Company, Inc.** is competent to perform services for the City of Harrisonville; and

WHEREAS, **Hanrahan Asphalt Paving Company, Inc.** agrees to perform services for the City of Harrisonville;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with **Hanrahan Asphalt Paving Company, Inc.** to provide contract labor for the 2015 Asphalt Mill & Overlay Program in an amount not to exceed \$150,000;

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 8th day of September 2015.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 8th day of September 2015



TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: July 29, 2015
SUBJECT: J4P1475 CHANGE ORDER

Type of Item: *Change Order*

Background:

Lehman Construction was awarded the contract to complete the 291 Highway Project for \$13,729,930.04. The Partners in Progress TDD is responsible for all contract change orders. A term in the Phase 2 funding agreement between the TDD and City specifies the city will have an opportunity to review and approve all Phase 1 change orders that occur subsequent to the agreement.

Review:

MODOT is required to account for all quantity changes in the contract. Change order #6 for \$37,799.40 represents quantity changes in Class A excavation (over excavation), relocating temporary barrier and barrels, additional reinforcement steel, roadway lighting and storm sewer end section. It is an increase, as the installed quantities were greater than the bid quantities. This amount is covered by the TDD and will count toward the advancing (loan) from the City. The current advance amount including change orders 1 through 5 stands at \$1,142,070.37 (the advance limit is \$1.5 million). The revised advance amount will become \$1,179,869.77. Staff is recommending approval of the change order.

Council Bill No. 075

Resolution No.

**A Resolution of the Board of Aldermen to Approve Change Order #6 to the Lehman
Construction contract with the Highway 71/291 Partners in Progress
Transportation Development District in the amount of \$37,799.40**

WHEREAS, the final installed water and sewer quantities by Lehman Construction exceeded their bid by \$37,799.40, and

WHEREAS, this amount will be paid by the Hwy. 71/291 Partners in Progress Transportation Development District, and

WHEREAS, the City, in Ordinance 3303 (05-15), adopted Feb. 17, 2015, has reserved for itself the right to review and approve any change orders which will be part of the amount advanced to the TDD, up to a limit of \$1.5 million, and

WHEREAS, the current advance amount, including Change Order Nos. 1 through 6, totals \$1,179,869.77,

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

Section 1: That the Board of Aldermen hereby approves Change Order #6 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$37,799.40

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 8th day of September 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 8th day of September 2015

CHANGE ORDER

Date: August 3, 2015
Page 1 of 2

TO 0011540 Lehman Construction, LLC Contractor

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT:

form revised 20150710

Change Order No. 006
Contract ID 140523-C06
Federal Project No. I-71-4(120)
Route 49
County Cass
Change Order Type
Federal Oversight Yes

ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

PROJECT NUMBER	LINE ITEM NUMBER	ITEM CODE	CATEGORY NUMBER	DESCRIPTION	UNITS	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT UNDERRUN OR MINUS CONTINGENT
J4P1475	0030	2031000	0001	CLASS A EXCAVATION	CUYD	51,714.000	53,716.000	2,002.000	\$7.20000	\$14,414.40	
	0680	6175010A	0001	RELOCATING TEMPORARY TRAFFIC BARRIER	LF	1,563.000	3,116.000	1,553.000	\$10.00000	\$15,530.00	
	1330	7320015A	0001	15 IN. OR ALLOWED SUBSTITUTE GROUP B FLARED END SECTION	EA	4.000	5.000	1.000	\$580.84000	\$580.84	
	1970	9022650	0030	150 WATT 120 VOLT HIGH PRESSURE SODIUM LUMINAIRE	EA	12.000	16.000	4.000	\$402.98000	\$1,611.92	
	2800	7021012	0070	STRUCTURAL STEEL PILES (12 IN.)	LF	720.000	718.000	(2.000)	\$55.00000		(\$110.00)
	5003	7069911	0070	MISC. REINFORCING STEEL FOR CONCRETE	LB	0.000	2,601.000	2,601.000	\$1.04000	\$2,705.04	
	5004	7069911	0073	MISC. REINFORCING STEEL FOR CONCRETE	LB	0.000	1,305.000	1,305.000	\$1.04000	\$1,357.20	
	5005	6122030	0001	IMPACT ATTENUATOR (RELOCATION 12 BARRELS)	EA	0.000	1.000	1.000	\$1,600.00000	\$1,600.00	
SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:										\$37,799.40	(\$110.00)

CONTRACT AMOUNT \$13,686,266.48
OVERRUN THIS ORDER \$37,689.40
OVERRUN PREVIOUS ORDERS \$62,983.93
TOTAL OVERRUN TO DATE \$100,673.33
TOTAL \$13,786,939.81

Signatures required on first page only.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

0011540 Lehman Construction, LLC
CONTRACTOR

Contractor's Authorized Representative

Attachment: Change Order No.6 (1968 : J4P1475 CHANGE ORDER)

Change Order Reasons

6.E.a

Line Item Number	Reason Code	Description and Reason for Change
---------------------	----------------	-----------------------------------

Attachment: Change Order No.6 (1968 : J4P1475 CHANGE ORDER)



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: September 2, 2015
SUBJECT: 2016 Water Sewer Refuse Rates

Type of Item: *Approval*

Attached is the ordinance setting the 2016 rates for water, sewer and solid waste serves as reflected in the proposed 2016 budget.

Council Bill No. 076

Ordinance No.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460 AND SECTION 700.480 BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES AND SEWER SERVICES AND TO ESTABLISH A NEW SOLID WASTE COLLECTION SERVICE FEE AS AUTHORIZED BY CHAPTER 240, SECTION 240.250.

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

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

Section 700.460: Water Rates

1. Commercial
 - a. For the first 1,000 gallons, a rate of \$14.45
 - b. For all in excess of 1,000 gallons, a rate of \$ 0.925 per 100 gallons or fraction thereof.
2. Residential
 - a. For the first 1,000 gallons, a rate of \$14.45
 - b. For all in excess of 1,000gallons, a rate of \$0.925 per 100 gallons or fraction thereof.

Section 2: That the following described sewer rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.480 B, Basic Sewer Service Charge, by the deletion of the old rates and the adoption of the following new rates. All other portions of this Section not set out herein shall remain unchanged.

1. Commercial:
 - a. \$10.50 for the first 1,000 gallons
 - b. For all in excess of 1,000 gallons, \$ 0.685 per 100 gallons
2. Residential:
 - a. \$10.50 for the first 1,000 gallons
 - b. For all in excess of 1,000 gallons, \$ 0.685 per 100 gallons

Section 3: That the following described solid waste collection rate is hereby adopted as authorized by Chapter 240, Section 240.250:

Residential: For each dwelling unit, a charge of \$12.75 per month

Section 4: That this ordinance shall become effective for all billings due on or after January 1, 2016.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read for the first time by title only on the 8th day of September, 2015. Read for the second time by title only on the 5th day of October 2015 and passed by the Board of Aldermen on the 5th day of October, 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 5th day of October, 2015



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: September 1, 2015
SUBJECT: 2016 Budget

Type of Item: *Approval*

Attached is the ordinance to approve the 2016 budget. The budget document is available on the City web site <http://ci.harrisonville.mo.us/DocumentCenter/View/5298> and hard copies have been put on display at City Hall, the Library and the Community Center.

Council Bill No. 077**Ordinance No.**

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

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

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

	BUDGETED	BUDGETED
	<u>REVENUES</u>	<u>EXPENDITURES</u>
General	\$ 7,917,238	\$ 8,127,323
Park	\$ 502,525	\$ 552,523
Sales Tax	\$ 976,000	\$ 976,000
EMS	\$ 3,579,330	\$ 3,578,021
Community Center	\$ 1,120,590	\$ 1,183,019
Refuse Collection	\$ 508,060	\$ 501,925
Electric	\$ 12,775,280	\$ 12,898,327
Water/Sewer	\$ 13,612,330	\$ 12,384,518
Debt Service	\$ 841,265	\$ 841,015
Aquatic Center	\$ 135,770	\$ 160,160
TOTAL	\$ 41,968,388	\$ 41,202,831

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

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

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 8th day of September 2015. Read for the second time by title only on the 5th day of October 2015 and passed by the Board of Aldermen on the 5th day of October 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 5th day of October 2015.



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: September 1, 2015
SUBJECT: An Ordinance to Amend Chapter 630 of the City Code

Type of Item: *Approval*

Type of Item:

Action Item

Background:

Guns, Gold and Pawn received approval to operate the gun store portion of the business...which is a permitted use in a "C-2" District. The business has been given temporary permission to operate the pawn shop portion of the business by the Board of Aldermen. To continue to operate the pawn shop portion of the business, the Board of Aldermen must amend Chapter 630 of the City code.

This ordinance would amend the code as follows: *A pawnshop or small loan establishment shall not be established or expanded within three-hundred (300) feet of the property line of a church, school or public park or within three hundred (300) feet of the boundary line of ~~a residential-zoned district~~ an established residential neighborhood.*

Options:

The City may:

- Approve the ordinance as presented.
- Modify the proposed ordinance.
- Deny the request to amend the City code.

Recommendations:

Staff Recommendation: Approval

Council Bill No. 078

Ordinance No.

An Ordinance to Amend Chapter 630 Pawnbrokers and Small Loan Establishments, Section 630.150 Geographic Limitations, of the City Code Regarding the Location of Pawnshops and Small Loan Establishments in the City of Harrisonville, Missouri

AN ORDINANCE TO AMEND CHAPTER 630 PAWNBROKERS AND SMALL LOAN ESTABLISHMENTS, SECTION 630.150 GEOGRAPHIC LIMITATIONS, OF THE CITY CODE REGARDING THE LOCATION OF PAWNSHOPS AND SMALL LOAN ESTABLISHMENTS IN THE CITY OF HARRISONVILLE, MISSOURI.

WHEREAS the City of Harrisonville Board of Alderman, after careful and due deliberation, concludes that amending Chapter 630 Pawnbrokers and Small Loan Establishments as set forth below would be in the best interest of the City.

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

Section 1: That Section 630.150 A.1 is hereby amended by repealing subsection A.1 in its entirety and adding a new subsection A.1 as follows:

“1. A pawnshop or small loan establishment shall not be established or expanded within three-hundred (300) feet of the property line of a church, school or public park or within three hundred (300) feet of the boundary line of an established residential neighborhood.”

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

Section 3: Effective Date. That this order shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ ONE TIME BY TITLE ONLY ON SEPTEMBER 8, 2015. READ FOR A SECOND TIME BY TITLE ONLY ON SEPTEMBER 8, 2015 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 8TH DAY OF SEPTEMBER 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 8th day of September 2015.



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: August 21, 2015
SUBJECT: An Ordinance of the City of Harrisonville, Missouri, Regarding a Special Use Permit

Type of Item: *Approval*

Issue:

The Applicant has requested a special use permit for the operation of a pawn shop.

Background:

Request: Approval of a special use permit.

Location: 1602 N. Commercial Street

Applicant: Scott Gerken (Guns, Gold & Pawn)

Owner: Young's Lawn and Garden Inc.

Existing Zoning: "C-2" Service Business District

Adjacent Zoning: North: "C-2" Service Business District
 South: "C-2" Service Business District
 West: "C-2" Service Business District
 East: "C-2" Service Business District
 "C-1" Neighborhood Business District
 "R-1" Single Family Residential District

The applicant had a pawn shop at 1415 N. 291 Highway. The applicant has already received approval to operate the gun store portion of the business. The gun store use is a permitted use in the “C-2” District. The applicant has been given temporary permission to operate the pawn shop portion of the business by the Board of Aldermen. To continue to operate the pawn shop portion of the business, the application must obtain a special use permit and the Board of Aldermen must amend Chapter 630 of the City code with regards to Pawn Shops.

Special Use Permit Conditions:

The Use

This SUP authorizes the establishment and operation of a pawn shop.

City Ordinances

The applicant shall comply with all City ordinances.

Lighting

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

Time Limit

Time Limit = 12 years (Applicant may reapply for renewal of SUP)

Ownership

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

Options:

The City may:

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

Recommendations:

Planning and Zoning Recommendation:

Approval contingent upon meeting the above conditions. (8/20/2015)

Staff Recommendation:

Approval contingent upon meeting the above conditions.

Council Bill No. 079

Ordinance No.

An Ordinance of the City of Harrisonville, Missouri, Regarding a Special Use Permit for the Establishment of a Pawn Shop at 1602 N. Commercial Street, Harrisonville, Cass County, Missouri

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo (1986) and the Harrisonville City Code, with said hearing being held August 20, 2015, the Commission has submitted its recommendation of approval contingent upon meeting the conditions as outlined in this Special Use Permit to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on September 8, 2015; and

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

A part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 45, Range 31, in the City of Harrisonville, Cass County, Missouri, described as follows: Beginning at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence East 200 feet; thence North 300 feet; thence West 200 feet; thence South 300 feet to the point of beginning, except therefrom the West 43.5 feet thereof, and except a tract described as follows: Beginning at the Northeast corner of the aforescribed tract; thence West along the North boundary of said tract a distance of 65 feet, more or less, to a point 4 feet West of four bulk petroleum tanks; thence South and parallel to the East boundary of said tract for a distance of 75 feet; thence East and parallel with the North boundary of said tract to the East boundary line of said tract; thence North along said East boundary line for a distance of 75 feet to the point of beginning, except therefrom the South 30 feet contained in old U.S. Highway 71.

Subject to easements, restrictions and reservations of record, if any.

(Address: 1602 N. Commercial Street, Harrisonville)

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

Section 1. A special use permit for the establishment of a pawn shop located generally at 1602 N. Commercial Street is granted contingent upon the following:

The Use

This SUP authorizes the establishment and operation of a pawn shop.

City Ordinances

The applicant shall comply with all City ordinances.

Lighting

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

Time Limit

Time Limit = 12 years (Applicant may reapply for renewal of SUP)

Ownership

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

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

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

Vote taken as follows:

Ayes:

Nays:

Abstain:

Absent:

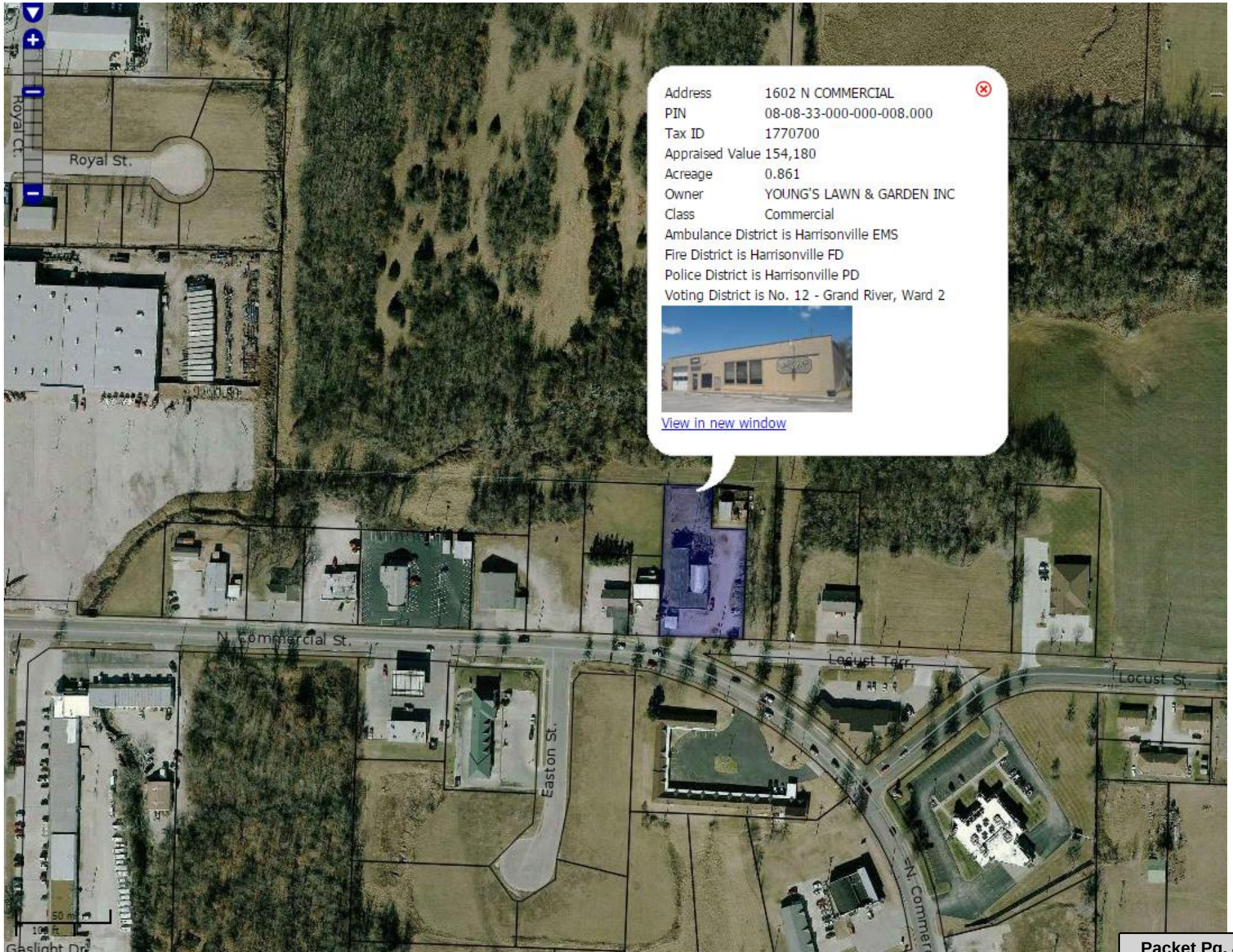
READ ONE TIME BY TITLE ONLY ON SEPTEMBER 8, 2015. READ FOR A SECOND TIME BY TITLE ONLY ON SEPTEMBER 8, 2015 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 8TH DAY OF SEPTEMBER 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 8th day of September 2015.



FEE: _____
REC'D BY: _____
(STAFF USE ONLY)

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

CASE NO.: SUP-_____
PC DATE: 8-70
(STAFF USE ONLY)

REQUESTED SPECIAL USE PERMIT FOR: Guns Cold And Pawn

GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: 1602 N Commercial

LEGAL DESCRIPTION: see att.

ACRES/SQ. FT.: _____

CURRENT ZONING ON PROPERTY: _____ CURRENT LAND USE: _____

PROPERTY OWNER'S NAME(S): Dorothy Young PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____

STREET	CITY	STATE	ZIP
E-MAIL ADDRESS: _____			

APPLICANT/AGENT'S NAME(S): Scott GERKEN PHONE: 816-887-198
COMPANY: Guns Gold & Pawn FAX: 660-438-3210
MAILING ADDRESS: 1602 N Commercial St HARRISONVILLE MO 64701
STREET CITY STATE ZIP
E-MAIL ADDRESS: outfitterspandg@aol.com

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

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

SIGNATURE OF OWNER OR AGENT: _____

NOTE: IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION



Planning and Zoning Commission

TRACT FOR WHICH REZONING IS REQUESTED:

Owner:

Young's Lawn and Garden, Inc.

Prepared For:

Scott Gerken
1660 Commercial
Warsaw, MO 65355

To whom it may concern:

An examination of the records of the Recorder of Deeds of Cass County, Missouri, indicates that the owners of the property adjacent to and within 200 feet of above-captioned are as listed below. As an accommodation to you, we have provided address as they appear in the County Tax Rolls:

1. James D. and Carol S. Welborn Trust et al
P. O. Box 234
Drexel, MO 64742

2. Laurence D. Smith and Dorothy J. Laster
905 N. Commercial
Harrisonville, MO 64701

3. Kling Veterinary Clinic PC
1304 Locust Ter.
Harrisonville, MO 64701

4. Jerry M. and Janet E. Copeland
1300 Locust
Harrisonville, MO 64701

5. Jamana LLC
1302 N. Commercial
Harrisonville, MO 64701

6. Haap Investments LLC
6301 Vernon Ct.
Kansas City, MO 64133

Zoning Report

15003887

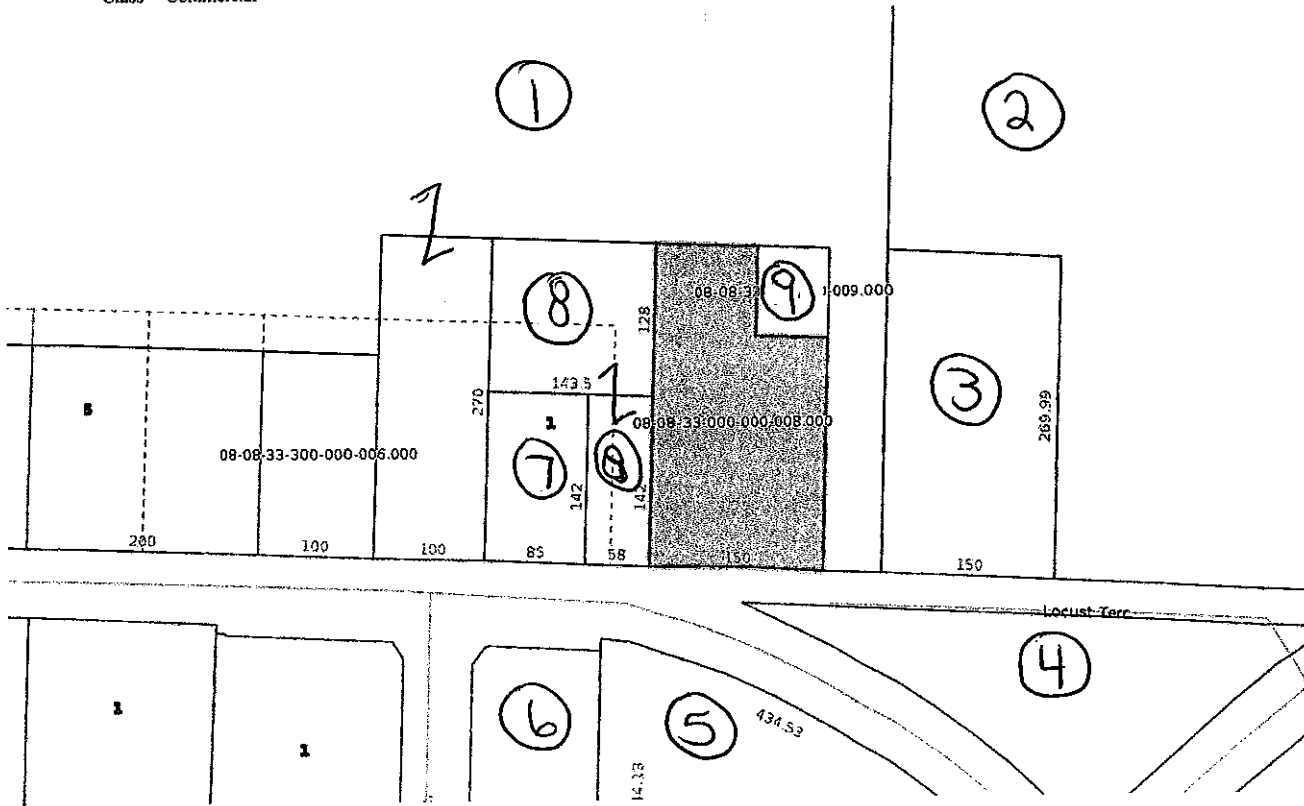
7. Steven D. and Tandy M. Croy
P. O. Box 544
Harrisonville, MO 64701

8. Donald W. and Sandy Young Trust
P. O. Box 656
Harrisonville, MO 64701

9. same as zone Tract


Rosemary Gentry
Coffelt Land Title, Inc.

PIN 08-08-33-000-000-008.000
Tax ID 1770700
Appraised Value 154,180
Acreage 0.861
Address 1602 N COMMERCIAL
Owner YOUNG'S LAWN & GARDEN INC
Class Commercial





TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: August 21, 2015
SUBJECT: An Ordinance to Approve the Rezoning of a Property Generally Located at 404 N. Independence Street

Type of Item: *Approval*

Issue: Approval of Rezoning Request.

Background:

Request: Approval of rezoning to “R-2”

Location: 404 N. Independence

Applicant: Steven and Carol Janes

Owner: Steven and Carol Janes

Engineer/Surveyor: NA

Existing Zoning: “C-0” Non-Retail Business District

Surrounding Zoning: North: “C-0” Non-Retail Business District
(Residential use)
South: ”C-0” Non-Retail Business District
(Residential use)
East: “R-2” Two Family Residential District
(Masonic Lodge)
West: “C-2” Service Business District

(Institutional - Cass County)

Acres: Approximately 10,890 square feet +/-

The Comprehensive Plan shows this area as the transition between the CBD Districts around the Square and low-density residential. Therefore, rezoning the property to two-family residential would conform to the Comprehensive Plan. It should also be noted that the property that surrounds this property has a variety of zoning districts. Furthermore, the existing land uses oftentimes do not match what the property is zoned for. The proposed rezoning will bring the zoning into compliance with the existing use of the property.

Options:

The City may:

- Approve the application for rezoning with no conditions.
- Conditionally approve the application for rezoning.
- Deny the request for rezoning.

Recommendations:

Planning and Zoning Commission: (August 20, 2015) Approval

Staff Recommendation: Approval.

Council Bill No. 080

Ordinance No.

An Ordinance to Approve the Rezoning of a Property Generally Located at 404 N. Independence Street from "C-0" Non-Retail Business District to "R-2" Two Family Residential District

WHEREAS, the Planning and Zoning Commission of the City of Harrisonville, Missouri, held a public hearing on August 20, 2015, in regard to the rezoning application of Steve and Carol Janes, to rezone the hereinafter described property; and

WHEREAS, the Planning and Zoning Commission on August 20, 2015, recommended approval of the rezoning; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing; and after considering the property to be rezoned and the surrounding properties, and for the purpose of promoting the public health, safety, morals and considering the general welfare of the community, it is determined that the hereinafter described property should be rezoned.

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

Section 1: That the Board of Aldermen of the City of Harrisonville, Missouri, hereby finds and declares that the following described property shall be rezoned from "C-0" Non-Retail Business District to "R-2" Two Family Residential District.

Lot 135, Block 47 Original Town of Harrisonville

Section 2: That the official zoning map of the City of Harrisonville shall be amended to reflect such change in zoning.

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

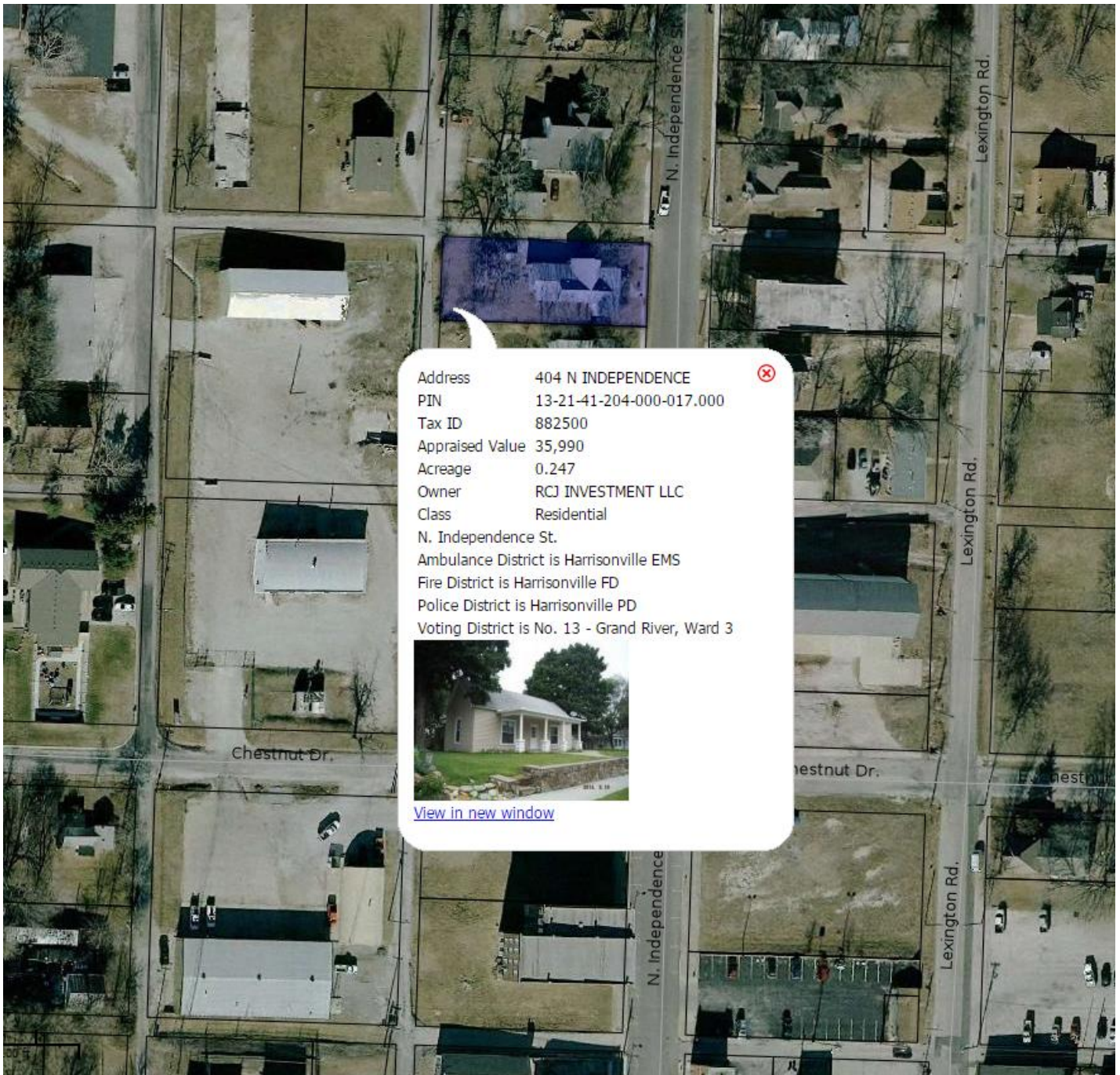
READ FOR THE FIRST TIME BY TITLE ONLY ON THE 8TH DAY OF SEPTEMBER 2015 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON THE 8TH DAY OF SEPTEMBER 2015 AND PASSED BY THE BOARD OF ALDERMEN THIS 8TH DAY OF SEPTEMBER 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 8th day of September 2015.



COUNCIL BILL NO.**ORDINANCE NO.**

AN ORDINANCE TO APPROVE THE REZONING OF A PROPERTY GENERALLY LOCATED AT 404 N. INDEPENDENCE STREET FROM “C-0” NON-RETAIL BUSINESS DISTRICT TO “R-2” TWO FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Harrisonville, Missouri, held a public hearing on August 20, 2015, in regard to the rezoning application of Steve and Carol Janes, to rezone the hereinafter described property; and

WHEREAS, the Planning and Zoning Commission on August 20, 2015, recommended approval of the rezoning contingent upon staff recommendations; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing; and after considering the property to be rezoned and the surrounding properties, and for the purpose of promoting the public health, safety, morals and considering the general welfare of the community, it is determined that the hereinafter described property should be rezoned.

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

Section 1: That the Board of Aldermen of the City of Harrisonville, Missouri, hereby finds and declares that the following described property shall be rezoned from “C-0” Non-Retail Business District to “R-2” Two Family Residential District.

Lot 135, Block 47 Original Town of Harrisonville

Section 2: That the official zoning map of the City of Harrisonville shall be amended to reflect such change in zoning.

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE ____ DAY OF SEPTEMBER 2015 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON

THE ____ DAY OF SEPTEMBER 2015 AND PASSED BY THE BOARD OF ALDERMEN
THIS ____ DAY OF SEPTEMBER 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this ____ day of September 2015.

FEE: \$50.00
 REC'D BY: JRD
 (STAFF USE ONLY)

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

CASE NO.: RZ-1507
 PC DATE: 8/20
 (STAFF USE ONLY)

REQUESTED ZONING AMENDMENT: R-2
 GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: 404 N. Independence St
Harrisonville, MO ~~64078~~ 64701-1714
 LEGAL DESCRIPTION: Orig Town Lot 135 BLK 47
 ACRES/SQ. FT.: _____
 CURRENT ZONING ON PROPERTY: C-Ø CURRENT LAND USE: R-2 Residential

PROPERTY OWNER'S NAME(S): Steven & Carol Jones PHONE: 816-305-0998
 COMPANY: R & J Investment LLC FAX: _____
 MAILING ADDRESS: 21909 S Knight Rd Peculiar MO 64078
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: Rustynkc@yahoo.com

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

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

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

SIGNATURE OF OWNER OR AGENT: [Signature]

NOTE: IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION

JUL 27 2015

CITY OF HARRISONVILLE

James E. Fisk
34802 S. Ford Rd.
Archie, MO 64725

Whitney D. Frazier
400 N. Independence
Harrisonville, MO 64701

Cass County Courthouse
102 E. Pearl
Harrisonville, MO 64701

Steven William & Lisa Dianne Hon
26001 S. Lovers Lane
Latour, MO 64747

Harrisonville Masonic Hall
405 N. Independence
Harrisonville, MO 64701

Rhonda Martin
403 N. Independence
Harrisonville, MO 64701

Albert J. Irving & Holly B. Chatain
31103 E. 315th St.
Garden City, MO 64747

Dustin B. & Elizabeth K. Love
939 Redbud
Warsaw, MO 65355

Allen Margo
501 N. Independence
Harrisonville, MO 64701

Spencer D. Sr. & Susan D. Ernst
28606 Zigler Rd.
Cleveland, MO 64734

Carl Spence
15105 E. 241st St.
Peculiar, MO 64078

Vanessa L. Zaroor Hargrave
504 N. Independence
Harrisonville, MO 64701

John T. Southard
P.O. Box 362
Harrisonville, MO 64701

Roy Gene Helt
16 SE 130 Rd., Apt. 1
Warrensburg, MO 64093

V Sharp Properties
1518 Broadway
Pleasant Hill, MO 64080

Eric & Carla Hargis
903 Oakvale
Harrisonville, MO 64701

City of
Harrisonville
STAFF REPORT

est.
1836

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: August 21, 2015
SUBJECT: An Ordinance to Accept the Final Plat of Lot 2, Meadowland Business Park

Type of Item: *Approval*

Issue: Approval of Meadowland Business Park Final Plat - Corrected

Background:

Request: Approval of Meadowland Business Park Final Plat -
Corrected

Location: East of the Wal-Mart Distribution Center

Applicant: KLD Farms - Lowell Hartzler, Douglas Hartzler,
Kathleen Miller.

Owner: KLD Farms

Engineer/Surveyor: Troy Bowers, PE

Existing Zoning: "M-1" Light Industrial District

Acres: Approximately 85 acres +/-

Number of Lots: 1 lot

This property was originally platted in 2001. The proposed plat is nearly identical to the 2001 plat. The property owners are requesting to file a corrected plat with the correct property owner information.

Options:

The Board may:

- Approve the request for plat approval.
- Conditionally approve the application for plat approval.
- Deny the request for plat approval.

Recommendations:

Planning and Zoning Commission: Approval (August 20, 2015)

Staff Recommendation: Approval

Council Bill No. 081**Ordinance No.****An Ordinance to Accept the Final Plat of Lot 2, Meadowland Business Park
Corrected Plat, A Subdivision of Land in the City of Harrisonville, Cass County,
Missouri**

WHEREAS, the Planning and Zoning Commission on August 20, 2015 recommended approval of the final plat; and

WHEREAS, after considering the property for the purpose of promoting the public health, safety, morals and considering the general welfare of the community, it is determined that this final plat be approved.

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

Section 1. That the final plat and dedication of easements of the City of Harrisonville for Lot 2, Meadowland Business Park Corrected Plat, as shown by the plat filed with the City Clerk of the City of Harrisonville, is hereby accepted and approved.

Section 2. That the final plat comprises the following described real estate in Cass County, Missouri, to wit:

Part of Lot 2, "Meadowland Business Park", a subdivision of land in the City of Harrisonville, Cass County, Missouri, as previously platted and recorded, described as follows: Beginning at the Southwest Corner of Lot 2, aforesaid, run thence North 01°35'51" East along the West line thereof, 2079.94 feet to a Northwesterly Corner of said Lot 2; thence South 88°15'03" East along a Northerly line of said Lot 2, and a projection thereof, 1741.00 feet to a point on the Westerly right-of-way line of Interstate Highway 49, as now located; thence South 01°46'41" West along said right-of-way line, 2161.43 feet to the Southeast Corner of said Lot 2; thence North 88°23'34" West along the South line of said Lot 2, 1068.09 to a Southerly Corner of Lot 2; thence North 01°36'26" East along a southerly line of said Lot 2, 84.54 feet to a Southerly Corner of Lot 2; thence North 88°17'04" West along a Southerly line of Lot 2, 666.11 feet to the Point of Beginning. Contains 85.00 acres, more or less, subject to any existing easements, and or right-of-ways.

Section 3. *Effective Date.* That this ordinance shall become effective immediately upon its passage and approval.

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 8TH DAY OF SEPTEMBER 2015 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON THE 8TH DAY OF SEPTEMBER 2015 AND PASSED BY THE BOARD OF ALDERMEN THIS 8TH DAY OF SEPTEMBER 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 8th day of September 2015.



Address 28004 S WEST OUTER RD
PIN 13-05-16-000-000-009.000
Tax ID 782100
Appraised Value 29,210
Acreage 86.3
Owner KLD FARMS
Class Ag Dwelling
Ambulance District is Harrisonville EMS
Fire District is Harrisonville FD
Police District is Harrisonville PD
Voting District is No. 13 - Grand River, Ward 3



[View in new window](#)

Final Plat of Lot 2, "Meadowland Business Park" "Corrected Plat"

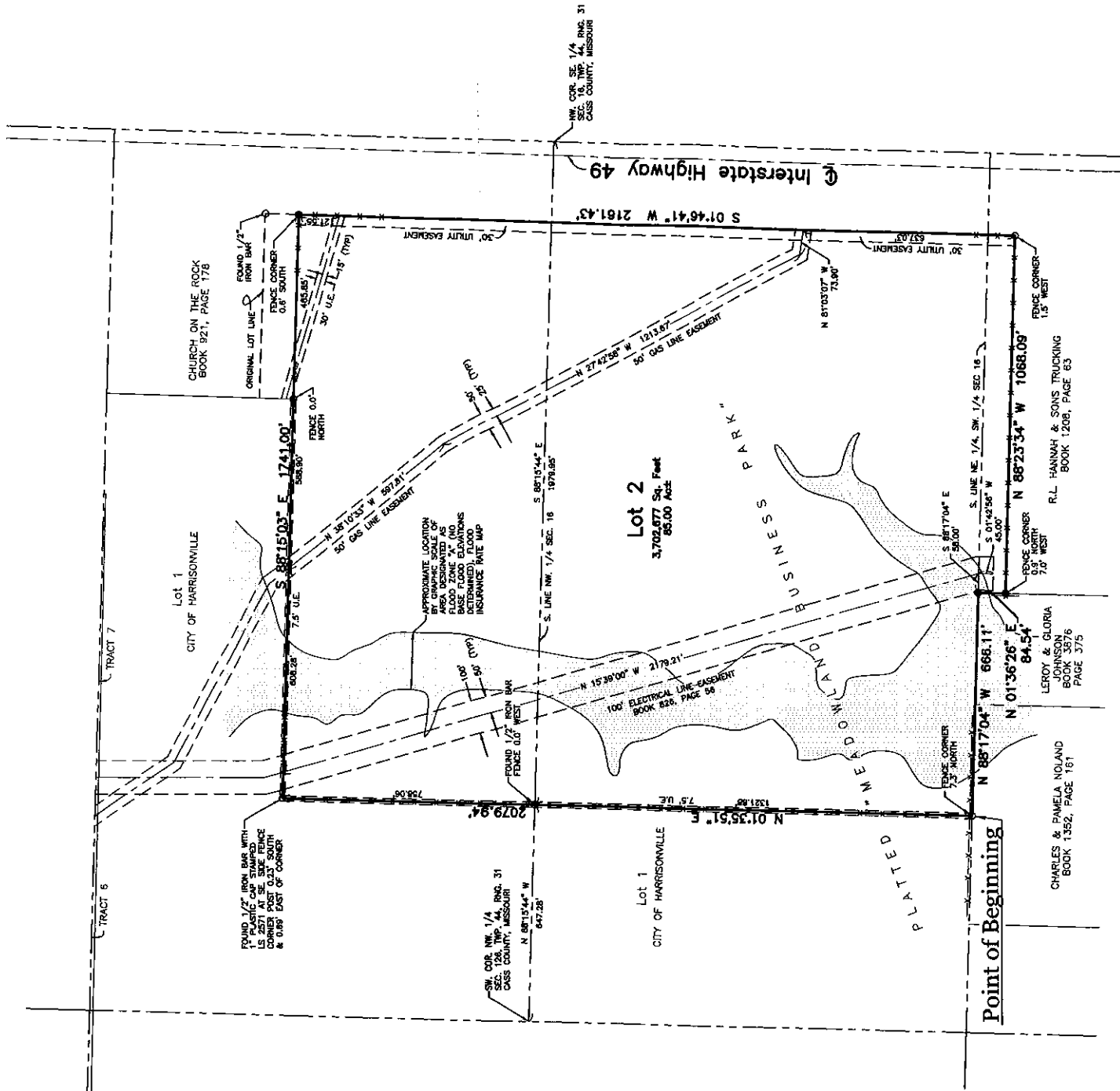
OWNER/DEVELOPER
K.D. FARMS
22804 E. 298TH STREET
HARRISONVILLE, MISSOURI 64701

Description:

PART OF LOT 2, "MEADOWLAND BUSINESS PARK", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, AFORESAID, RUN THENCE NORTH 01°35'51" EAST ALONG THE WEST LINE THEREOF, 2079.94 FEET TO A NORTHEASTLY CORNER OF SAID LOT 2; THENCE SOUTH 88°15'03" EAST ALONG A NORTHERLY LINE OF SAID LOT 2, AND A PROJECTION THEREOF, 1741.00 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49, 2161.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 88°23'34" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE, 2161.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01°36'26" EAST ALONG A SOUTHERLY LINE OF SAID LOT 2, 84.54 FEET TO A SOUTHERLY CORNER OF LOT 2; THENCE NORTH 88°17'04" WEST ALONG A SOUTHERLY LINE OF LOT 2, 866.11 FEET TO THE POINT OF BEGINNING. CONTAINS 85.00 ACRES, MORE OR LESS SUBJECT TO ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.



- O - FOUND 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED LS 2571, UNLESS NOTED OTHERWISE
- - SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED PLS 2816, UNLESS NOTED OTHERWISE
- - - - - EXISTING FENCE



Owner's Certificate:

AS OWNER, I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 2015.

TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME AND FOR MYSELF WRITTEN.

STATE OF _____
COUNTY OF _____
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2015,
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME

TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME AND FOR MYSELF WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____

Dedication:

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREINAFTER BE KNOWN AS LOT 2, MEADOWLAND BUSINESS PARK CORRECTED PLAT. THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS LOT 2, MEADOWLAND BUSINESS PARK, CORRECTED PLAT.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF HARRISONVILLE TO LOCATE, CONDUIT, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (U.E.) OR "STORM DRAINAGE AND UTILITY EASEMENT" (S.D. & U.E.).

THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

THIS PLAT OF "PET PARADISE" HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2015.

PLANNING & ZONING COMMISSION CHAIRMAN

Notes:

BEARINGS SHOWN ARE BASED ON THE FINAL PLAT OF "MEADOWLAND BUSINESS PARK", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A SUBURBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

THE SUBJECT PROPERTY IS WITHIN THE LIMITS OF FLOOD ZONE "A" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 28057C0022F, DATED JANUARY 2, 2013.

NO RECORD TITLE OR EASEMENT INFORMATION HAS BEEN PROVIDED. EASEMENTS SHOWN ARE BASED ON THE FINAL PLAT OF "MEADOWLAND BUSINESS PARK".

THIS PLAT OF "LOT 2, MEADOWLAND BUSINESS PARK, CORRECTED PLAT" INCLUDING EASEMENTS ACCEPTED BY THE BOARD OF ALDERMAN HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. _____

DULY PASSED AND APPROVED BY THE MAYOR OF HARRISONVILLE, MISSOURI ON THE _____ DAY OF _____, 2015.

(SEAL)

MAYOR

ATTEST:

CITY CLERK

CITY ENGINEER

COMMUNITY DEVELOPMENT DIRECTOR

Notes:

BEARINGS SHOWN ARE BASED ON THE FINAL PLAT OF "MEADOWLAND BUSINESS PARK", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A SUBURBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

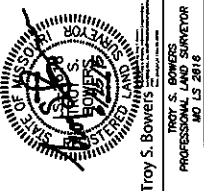
THE SUBJECT PROPERTY IS WITHIN THE LIMITS OF FLOOD ZONE "A" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 28057C0022F, DATED JANUARY 2, 2013.

NO RECORD TITLE OR EASEMENT INFORMATION HAS BEEN PROVIDED. EASEMENTS SHOWN ARE BASED ON THE FINAL PLAT OF "MEADOWLAND BUSINESS PARK".

FOR MR. LOWELL MARTELLO ORDERED BY: MR. ARON AJAMAO, ATTY.

Bowers Engineering & Surveying, Inc.
P.O. BOX 71
STREET
HARRISONVILLE, MISSOURI 64701
ENGINEERING: 816.360.2600 SURVEYING: 816.360.4821

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
16	44	31	CASS	MISSOURI	6/25/15	21134-15
DRAWING NO.	21134P.DWG.	DRAWN BY:	RB	CHECKED BY:	TSB	
PROFESSIONAL ENGINEERING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2008000141						
PROFESSIONAL LAND SURVEYOR, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2008000770						



FEE: \$105.00
 REC'D BY: Arc
 (STAFF USE ONLY)

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

CASE NO.: FP-1506
 PC DATE: 8/20/15
 (STAFF USE ONLY)

PLEASE ☒ APPLICABLE ☒ PRELIMINARY ☒ FINAL ☐ SMALL SUBDIVISION

NAME OF PROPOSED SUBDIVISION: Lot 2, Meadowland Business Park, Corrected Plat

LOCATION OR ADDRESS OF SUBJECT PROPERTY: 28004 S West Outer Road, Harrisonville
MO 64701

LEGAL DESCRIPTION: Lot 2, Meadowland Business Park

ZONING ON SUBJECT PROPERTY: M-1 CURRENT LAND USE: Vacant

TOTAL ACREAGE: 85 NUMBER OF LOTS: 1

DEVELOPER'S NAME(S): N/A PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____

STREET CITY STATE ZIP

PROPERTY OWNER'S NAME(S) KLD Farms PHONE: 816-392-9939

COMPANY: _____ FAX: _____

MAILING ADDRESS: 30218 S Pleasant Ridge Road, Harrisonville, MO 64701

STREET CITY STATE ZIP

ENGINEER'S NAME(S): Troy S. Bowers, P.E. PHONE: 816-380-4821

COMPANY: Bowers Engineering & Surveying, Inc. FAX: _____

MAILING ADDRESS: 106 E. Pearl St. Harrisonville, MO 64701

STREET CITY STATE ZIP

NOTES:

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

KLD FARMS, a Missouri Partnership

By: Lowell J. Hartzler Date: 7-22-2015

Lowell J. Hartzler, Partner

SIGNATURE OF APPLICANT: By: Douglas R. Hartzler DATE: 7-22-2015

Douglas R. Hartzler, Partner

By: Kathleen K. Miller Date: 7-22-2015

Kathleen K. Miller, Partner

Rec'd
 CK# 69032
 Ann Crauch
 Spangler &
 Douglas
 7/20/15

Attachment: Meadowland Business Park Corrected Plat Attachments BOA 9-8-15 (1996 : An Ordinance to Accept the Final Plat of Lot 2,



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: September 2, 2015
SUBJECT: Amend MODOT Grant Agreement

Type of Item: *Grant*

Staff Report by James Green

Type of Item:

This is an amendment to a grant already executed between the City of Harrisonville and the Missouri Highways & Transportation Commission.

Background:

In July the Board of Aldermen approved a grant agreement with the Missouri Highways and Transportation Commission in the amount of \$66,974 for the design and construction services for the Airfield Pavement Maintenance Project. This agreement amends the amount of the original grant agreement to include the construction costs of the project and bid services by our consultants, which amount to an additional \$291,445. Included in this amount is \$104,302 of our yearly entitlement funds that are set to expire at the end of September, 2015.

This project will use the remaining \$6,236 worth of “land as match” and require an additional \$23,983 in funds which are in the current 2015 budget approved by the Board of Aldermen.

If this grant amendment is approved, the city will have an additional \$378,023 available for future projects.

Recommendations:

Staff recommends to the board that the Grant Agreement Amendment with the Missouri Highways and Transportation Commission be approved for the amount of **\$291,445**.

Council Bill No. 082**Ordinance No.****An Ordinance to Authorize the Mayor to Sign A Grant Agreement Amendment with the Missouri Highways and Transportation Commission in the Amount of \$291,445**

WHEREAS, the Board of Aldermen erlier approved Ordinance 3328, a grant agreement with the Missouri Highways and Transportation Comission in the amount of \$66,974 for the design and construction services for the Airfield Maintenance Project, and

WHEREAS, the attached agreement amends the amount of the original grant to \$291,445.

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

Section 1: That the Mayor of the City of Harrisonville is authorized to sign the attached grant agreement amendment with the Missouri Highways and Transportation Commission in the amount of \$291,445.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read one time by title only on September 8, 2015, and read for the second time by title only on Sept. 8, 2015 and passed by the Board of Aldermen of the City of Harrisonville, Missouri, this 8th day of September 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 8th day of September 2015

CCO Form: AC10-A
 Approved: 05/94 (MLH)
 Revised: 01/15 (MWH)
 Modified:

Sponsor: City of Harrisonville
 Project No.: 15-110C-1

CFDA Number: CFDA #20.106
 CFDA Title: Airport Improvement Program
 Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on [REDACTED], and executed by the Commission on [REDACTED], (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Sixty-Three Thousand Four Hundred Dollars (\$63,400) to the Sponsor to assist with Design and Construct Runway Pavement Maintenance; and

WHEREAS, the Commission previously approved funds for Design and Construct Runway Pavement Maintenance; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Construct Runway Pavement Maintenance.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Construct Runway Pavement Maintenance.

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

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Two Hundred Sixty-Two Thousand Three Hundred Dollars (\$262,300) for Design and Construct Runway Pavement Maintenance subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Twenty-Nine Thousand One Hundred Forty-Five Dollars (\$29,145) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

Attachment: Item 2B 2015 Grant Agreement Ammend - 2 (2016 : Amend MODOT Grant Agreement)

(B) A portion of the resources to be furnished by the Sponsor toward the satisfaction of the Sponsor's local matching fund is land owned by the Sponsor, with value of not less than Six Thousand Two Hundred Thirty-Six Dollars (\$6,236), which reflects a value that covers the local match for the eligible project costs and the additional local match required for the donated land.

(C) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(D) The Sponsor agrees to credit as partial local share the number of acres (4.1 acres @ \$1,520/acre) of airport land as necessary to equal the amount of matching funds required based on the previously approved value of One Thousand Five Hundred Twenty Dollars (\$1,520.00) per acre for 125 acres. The Sponsor agrees to revise the existing Exhibit A Property Map to identify the acreage thus credited. Evidence of said encumbrance shall be recorded with the county recorder's office in the county where the airport is located.

(E) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(F) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before September 30, 2015, or such subsequent date as may be prescribed in writing by the Commission.

(G) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

(2) ADDITIONAL PROVISIONS: The following provisions are applicable because this Amendment #1 is utilizing federal fiscal year 2014 grant funds:

(A) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- A. Establishment of new rules and programs or re-

evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(B) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(C) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission in January, 1996, is incorporated herein by reference.

(D) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

1. Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

2. Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(E) Pavement Maintenance Management Program: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- i. Location of all runways, taxiways, and aprons;
- ii. Dimensions;
- iii. Types of pavement; and
- iv. Year of construction or most recent major rehabilitation.

b. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- A. Inspection date;
- B. Location;
- C. Distress types; and
- D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(F) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

(G) Projects Which Contain Paving Work in Excess of \$250,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and/or Commission specifications. The program must include at a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the

pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in Subparagraph (B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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

Executed by the Sponsor this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF HARRISONVILLE

Title _____

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF HARRISONVILLE

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____



TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: September 2, 2015
SUBJECT: AIRFIELD PAVEMENT MAINTENANCE PROJECT

Type of Item: *Contract*

Staff Report by James Green, Airport Manager

Type of Item:

This item is for the award of the construction contract for the Airfield Pavement Maintenance Project at the Lawrence Smith Memorial Airport.

Issue:

This project will address asphalt repair and maintenance on all asphalt surfaces west of the main hangar building including crack repair (crack fill and full depth repair), full depth patch repair, sealcoat and pavement markings.

Funding:

This project will be 90% funded by our yearly entitlement funds from the Federal Aviation Administration which is managed by the MoDOT Aviation Section. This project will use the remainder of our “land as match” funds and require an additional \$23,983 in funds which is included in the 2015 budget approved by the Board of Aldermen. The bids were as follows:

<u>BIDDER</u>	<u>BID</u>
1. Pavement Management LLC	\$399,756.31
2. McConnell & Associates	\$296,870.44
3. Vance Brothers, Inc.	\$290,446.05
Engineer's Estimate = \$417,205.50	

Recommendations:

Staff recommends the board approve award of the contract, pending approval of funding from

MoDOT, to **Vance Brothers, Inc.** for the amount of **\$290,446.05**.

Council Bill No. 083**Ordinance No.****An Ordinance Authorizing the Mayor to Sign a Contract with Vance Brothers, Inc.
for the Airfield Pavement Maintenance Project in an Amount Not to Exceed \$290,
446.05**

Whereas, the City of Harrisonville wishes to keep the pavement at Lawrence Smith Memorial Airport in optimum condition, and

Whereas, the city annually receives funds from the Federal Aviation Administration which can be used for this purpose, and

Whereas, bids were taken for asphalt repair and other maintenance on the pavement at Lawrence Smith Memorial Airport, and

Whereas, Vance Brothers, Inc., was the low bidder with a price of \$290,446.05

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE as follows:

Section 1: That the mayor is hereby authorized to sign a contract with Vance Brothers, Inc. for the Airfield Maintenance Project in an amount not to exceed \$290,446.05

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

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read one time by title only on Sept. 8, 2015. Read for the second time by title only on Sept. 8, 2015 and passed by the Board of Aldermen of the City of Harrisonville, Missouri, this 8th day of September 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 8th day of September, 2015

PROPOSAL FORM
CITY OF HARRISONVILLE, MISSOURI
State Block Grant Project No. 15-110C-1

TO: City of Harrisonville, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat and Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat & Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron							
1	MO-100	Mobilization	1 L.S.	20,200	00	20,200	00
2	TEMP	Temporary Marking, Lighting, & Barricades	1 L.S.	1,111	00	1,111	00
3	MO-601	Asphalt Pavement Repair (Full Depth)	1,760 S.Y.	50	00	88,000	00
4	MO-620	Reflectorized Pavement Marking	26,077 S.F.	1	34	34,943	18
5	MO-620	Non - Reflectorized Pavement Marking	1,035 S.F.	1	34	1,386	90
6	MO-622	Clean and Seal Joints and Cracks < 1"	41,553 L.F.	0	66	27,424	98
7	MO-622	Clean and Seal Joints and Cracks (1" to 2")	2,020 L.F.	5	71	11,534	20
8	MO-623	Pavement Marking Removal	34,076 S.F.	1	27	43,276	52
9	MO-623	Pavement Friction Sealcoat Surface Treatment	45,671 S.Y.	1	37	62,569	27
TOTAL BID						290,446	05

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **Sixty (60)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **Twenty One (21)** Calendar days from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,000** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **8.00** percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the city in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein, when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the David Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

- I. The undersigned acknowledges receipt of the following addenda:

Addendum No. <u>1</u> , dated <u>August 14, 2015</u>	Date Received <u>August 14, 2015</u>
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000

which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. Trade Restriction Certification (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

e. Buy American Certification: (Title 49 U.S.C. Chapter 501)

As a condition of bid responsiveness, the bidder must certify its compliance with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidders must complete the Buy American certification as follows:

Buy American Certification
(Title 49 U.S.C. Section 50101)

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
- (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - (A) The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - (B) Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

The Bidder must select the appropriate certification for its proposal from one of the following statements:

- ☒ **The bidder hereby certifies that they will comply with Title 49 U.S.C Section 50101 by only installing steel and manufactured products produced in the United States of America.**
- ☐ **The bidder hereby certifies that they cannot fully comply with the Buy American preferences of Title 49 U.S.C Section 50101(a) and therefore requests a waiver per Title 49 U.S.C Section 50101(b) for the items listed below.**

Component/ Item	Country of Origin	Total Component Cost in Project	Total All Components in Project

NOTES:

- 1) All requested information must be submitted for each individual product/item waiver request.
- 2) All steel used in this project must be produced in the USA. Regional waivers will not be issued for steel not produced in the USA.
- 3) All products, equipment, things requiring assembly must be assembled in the USA. Regional waivers will not be issued for products, equipment, etc. not final assembled in the USA.
- 4) The Owner will submit any requested waiver by the apparent low bidder to the FAA for a determination of AIP eligibility. Bidders are hereby advised there is no implied or expressed guarantee that a requested waiver will be approved by the Owner or the Federal Aviation Administration.

a. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)

For all contracts where the total bid amount is in excess of \$100,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$100,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT
AGREEMENTS IN EXCESS OF \$100,000 (Local match in excess of \$5,000)**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 26th day of August, 2015, before me appeared
Robert A. Vance, personally known to me or proved to me on the basis of satisfactory evidence to be a
person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Robert A. Vance, and I am of sound mind, capable of making this affidavit, and
personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with
the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other
activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by
business entities:

I am the Vice President of Vance Brothers, Inc., and I am duly authorized, directed, and/or
(title) (business name)
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization
program operated by the United States Department of Homeland Security, and the aforementioned business entity shall
participate in said program to verify information (employment eligibility) of newly hired employees working in connection
to work under the within contract agreement. I have attached documentation to this affidavit to evidence
enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by
Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly
employ, in connection to work under the within contract agreement, any alien who does not have the legal right or
authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section
285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for
subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not
under duress.

(Affiant Signature)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

- a. The undersigned submits the following list of DBE's to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

DBE Name and Address	Bid Item Number(s) Or Work Performed	\$ Value of DBE Work	% of **\$Value Applicable to DBE Goal	\$ Amount Applicable to DBE Goal	% of Total Federal Contract
Midwest Contracting Services 8100 Blue Parkway Dr Kansas City MO 64133	#3	\$10,000	100%	\$10,000	3.4%
Delta Sweeping Co. 2011 Guinotte Ave. Kansas City, MO 64120	#3	\$13,235.69	100%	13,235.69	4.6%
TOTAL DBE PARTICIPATION				\$23,235.69	8%

**Cannot exceed contract amount for given item of work.

(Please reproduce the above sheet if additional space is needed.)

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
IN THE ORIGINAL BOUND PROJECT MANUAL.**

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

() sole individual () partnership () joint venture

(X) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 26th day of August 2015.

Name of individual,
all partners
or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

(If using a fictitious name, show this name
above in addition to legal names)

Vance Brothers, Inc.
(If a corporation, show its name above)

5201 Brighton Ave
Kansas City, MO 64130

ATTEST: (SEAL)

(Signature) (Title)

(Signature) (Title)

Please print name

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL <i>(Legal Name and Business Address)</i> Vance Brothers Inc. 5201 Brighton P.O. Box 300107 Kansas City, MO 64130	
SURETY <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Two Hundred Ninety Thousand Four Hundred Forty Six Dollars and Five Cents (\$290,446.05)	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Harrisonville, City Hall, 300 E. Pearl Street, Harrisonville, Missouri 64701**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat and Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron

Lawrence Smith Memorial Airport

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

- b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST:

Date: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____

OBLIGATION

Attachment: Item 1B - Vance Brothers_Contracts_Harrisonville (2015 : AIRFIELD PAVEMENT MAINTENANCE PROJECT)

PAYMENT BOND	BOND NUMBER
PRINCIPAL (<i>Legal Name and Business Address</i>) Vance Brothers, Inc. 5201 Brighton P.O. Box 300107 Kansas City, MO 64130	
SURETY (<i>Legal Name and Business Address</i>)	STATE OF INCORPORATION
PENAL SUM OF BOND (<i>Expressed in words and numerals</i>) Two Hundred Ninety Thousand Four Hundred Forty Six Dollars and Five Cents (\$290,446.05)	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Harrisonville, City Hall, 300 E. Pearl Street, Harrisonville, Missouri 64701**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat and Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron

Lawrence Smith Memorial Airport

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

PA-1

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Date: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

**FORM OF
CONTRACT AGREEMENT
CITY OF HARRISONVILLE, MISSOURI
State Block Grant Project No. 15-110C-1**

THIS AGREEMENT, made as of this _____ day of _____, 20____, is

BY AND BETWEEN

the OWNER: Name: **City of Harrisonville, Missouri**

 Address: **300 E. Pearl Street**

 City/State/Zip Code: **Harrisonville, MO 64701**

And the CONTRACTOR: Name: Vance Bothers, Inc.

 Address: 5201 Brighton P.O. Box 300107

 City/State/Zip Code: Kansas City, MO 64130

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Lawrence Smith Memorial Airport** generally described as follows;

Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat and Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ Two Hundred Ninety Thousand Four Hundred Forty Six Dollars and Five Cents (\$290,446.05)
(Amount in Written Words) (Amount in Numerals)

subject to the following;

CA-1

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **Twenty One (21) Calendar Days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,000** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. Certification of Eligibility (29 CFR Part 5.5)

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Lochner
903 East 104th Street, Suite 800
Kansas City, Missouri 64131

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNERName: City of HarrisonvilleAddress: City Hall300 E. Pearl StreetHarrisonville, MO 64701

By: _____

*Signature*_____
Title of Representative

ATTEST:

By: _____

*Signature*_____
*Title***CONTRACTOR**Name: Vance Brothers, Inc.Address: 5201 Brighton P.O. Box 300107Kansas City 64130

By: _____

*Signature*_____
Title of Representative

ATTEST

By: _____

*Signature*_____
Title

Attachment: Item 1B - Vance Brothers_Contracts_Harrisonville (2015 : AIRFIELD PAVEMENT MAINTENANCE PROJECT)

HARRISONVILLE, MISSOURI

FINAL ENGINEERING REPORT

for the

LAWRENCE SMITH MEMORIAL AIRPORT

MODOT PROJECT NO. 15-110C-1

**Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat
& Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron**



August 4, 2015

LOCHNER

903 E. 104th Street | Suite 800 | Kansas City, MO 64131
www.hwlochner.com

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	SCOPE	1
3.	SITE INVESTIGATION	1
4.	PAVEMENT REHABILITATION	2
5.	PAVEMENT MARKING	4
6.	CONSTRUCTION SAFETY	4
7.	CONSTRUCTION ESTIMATE AND PROJECT BUDGET.....	4

FIGURES

1.	GENERAL PROJECT PLAN	1
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PHOTOS

1.	RUNWAY 17-35 PAVEMENT CRACKING	3
2.	RUNWAY 17-35 PAVEMENT CRACKING	3

APPENDIX

- I. CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)
- II. OPINION OF PROBABLE CONSTRUCTION COST AND PROJECT BUDGET

LAWRENCE SMITH MEMORIAL AIRPORT

Harrisonville, Missouri

1. INTRODUCTION

Lawrence Smith Memorial Airport is located 3 miles south of Harrisonville, MO. It consists of asphalt Runway 17-35 and includes multiple hangars and buildings. The City of Harrisonville anticipates receiving a grant from the Missouri Department of Transportation (MoDOT) to compensate for the design and construction costs associated with the crack repair, full depth asphalt patching, surface treatment sealcoat, and new pavement markings for Runway 17-35, turnarounds, apron connecting taxiways, and apron. The General Project Plan, shown in **Figure 1**, provides a brief overview of the proposed improvements.

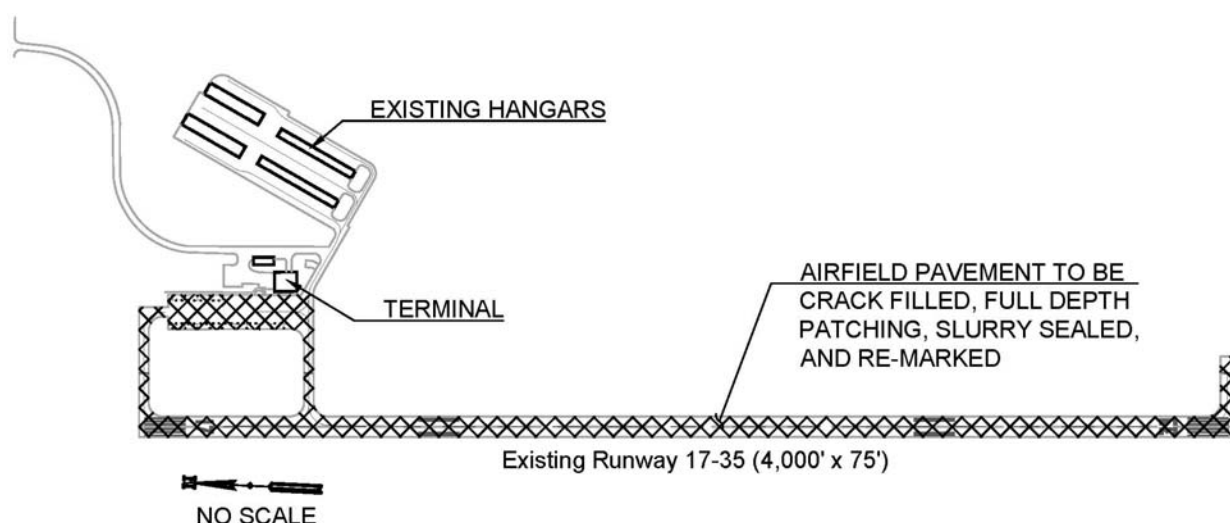


Figure 1. General Project Plan

The purpose of this report is to provide an outline that describes field investigation findings, design considerations, recommendations, and estimated construction costs for the proposed improvements at the Lawrence Smith Memorial Airport.

2. SCOPE

The City of Harrisonville has authorized the design phase for the pavement repair project. The proposed improvements, as shown in **Figure 1**, include:

Crack repair, full depth asphalt patching, surface treatment sealcoat, and new pavement markings for Runway 17-35, turnarounds, apron connecting taxiways, and apron.

3. SITE INVESTIGATION

Lochner performed a field investigation at the Lawrence Smith Memorial Airport. Measurements and field notes were obtained while at the project site. This information was utilized during the design phase to produce construction plans and specifications.

LAWRENCE SMITH MEMORIAL AIRPORT**Harrisonville, Missouri****4. PAVEMENT REHABILITATION**

Runway 17-35 is currently 4,000 feet by 75 feet. Overall, the pavement of the existing runway, turnaround, connecting taxiways, and apron are in poor to fair condition at the Lawrence Smith Memorial Airport. Oxidation is apparent on the surface and the asphalt pavement has several longitudinal and transverse cracks. **Photo 1** and **Photo 2** on Page 3 show current pavement conditions.

In an effort to prevent further deterioration many pavement rehabilitation alternatives were considered. Per conversations with the City of Harrisonville and MoDOT it was determined the sealcoat and full depth patch repair was the most cost effective option at this time over a total reconstruction or a mill and overlay. Thus the following pavement remediation will be performed:

1. All cracks shall be cleaned and routed to remove at least 1/8" from each sidewall.
2. The sealant material used on cracks from 1/4" to 1" in width shall be a hot pour elastimeric type conforming to the requirements of ASTM D 6690 Type II.
3. The sealant material used on cracks 1" to 2" in width shall be a hot pour polymer modified asphalt mixed with engineered aggregates and modifiers designed to fill wide cracks and potholes, such as Crafcro Inc. PolyPatch-Type 2, Maxwell Products, Inc. NUVO GAP Formulations B, or other Engineer approved equals.
4. At selected locations the existing pavement will be saw cut full depth. The existing pavement and gravel base material will be removed and the subgrade recompact. The void will then be filled with Bituminous Material.
5. An emulsified asphalt slurry seal shall be applied to the pavement surface in order to offset the effects of oxidation. The slurry seal will be applied to the pavement after the joint and crack repair and full depth patching has been completed.

Although there are many alternatives, a joint and crack seal along with a slurry seal is recommended, because it is a cost effective way to extend the life of the pavement.

LAWRENCE SMITH MEMORIAL AIRPORT
Harrisonville, Missouri



Photo 1: Runway 17-35 Pavement Cracking



Photo 2: Runway 17-35 Pavement Cracking

Attachment: 9567 Harrisonville - Final Report 2015-08-04 (2015 : AIRFIELD PAVEMENT MAINTENANCE PROJECT)

LAWRENCE SMITH MEMORIAL AIRPORT**Harrisonville, Missouri****5. PAVEMENT MARKING**

The Airport Layout Drawing (ALD) identifies the existing runway with an airport reference code (ARC) as B-II for the Lawrence Smith Memorial Airport. A particular ARC is assigned to an airport based upon the characteristics of the typical aircraft (design aircraft) that is expected to use the airport. Using the B-II designation as a design control, all pavement markings were designed according to the FAA Advisory Circular (AC) 150/5340-1L, Standards for Airport Markings.

In accordance with the ALD, Runway 17-35 pavement will be marked non-precision instrument. These markings will include runway designations, centerline markings, threshold markings and aiming markings.

All runway markings will be white and reflectorized. A 6-inch black outline will not be necessary for the markings. The slurry seal product tends to stay very black for a long time, so there is no need to further enhance the visibility of the markings.

All taxiway markings will be yellow and reflectorized. They shall consist of centerline and runway holding position markings. The runway holding position markings will require a 6-inch black outline and background per AC 150/5340-1L.

The tie-down markings on the apron will be yellow and non-reflectorized. They will be remarked using the existing tie-down locations.

6. CONSTRUCTION SAFETY

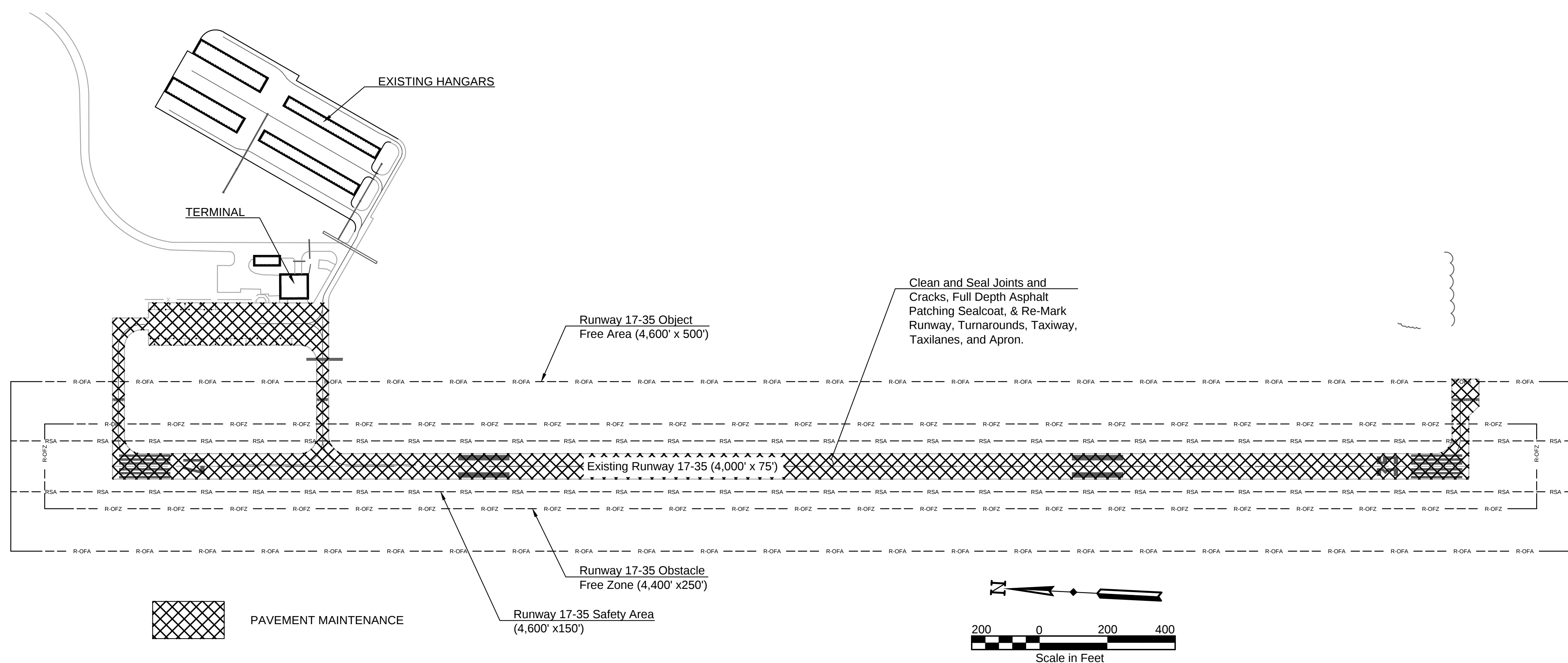
All construction performed on the airport site will be in compliance with FAA AC 150/5370-2F Operational Safety on Airports during Construction. The runway and all other airfield pavement will be closed during construction. Closed runway markings will be placed off the Runway at each end of Runway 17-35 and low profile barricades will be placed at the entrance of the apron to prevent access. The Construction Safety and Phasing Plan (CSPP) is included in **Appendix I**.

7. CONSTRUCTION ESTIMATE AND PROJECT BUDGET

The Missouri Department of Transportation will fund this project along with the City of Harrisonville, which will contribute its local match. The remaining amount in the 2011 NPE funds (\$62,459) will be utilized at a funding rate of 95%, and the City will contribute 5% with its land-as-match available funds. A portion of the 2012 NPE funds (\$56,128) will be utilized at a funding rate of 90%, and the City will use the remainder of its land-as-match available funds. The remaining portion of the 2012 NPE funds (\$93,872), all of the 2013 NPE funds (\$150,000), and a portion of the 2014 NPE funds (approximately \$46,290) will be utilized at a funding rate of 90%. The remaining 10% will be funded from the City's local match of 10%. A preliminary engineer's opinion of probable construction cost and project budget are contained in **APPENDIX II**.

APPENDIX I

CONSTRUCTION AND SAFETY PHASING PLAN (CSPP)



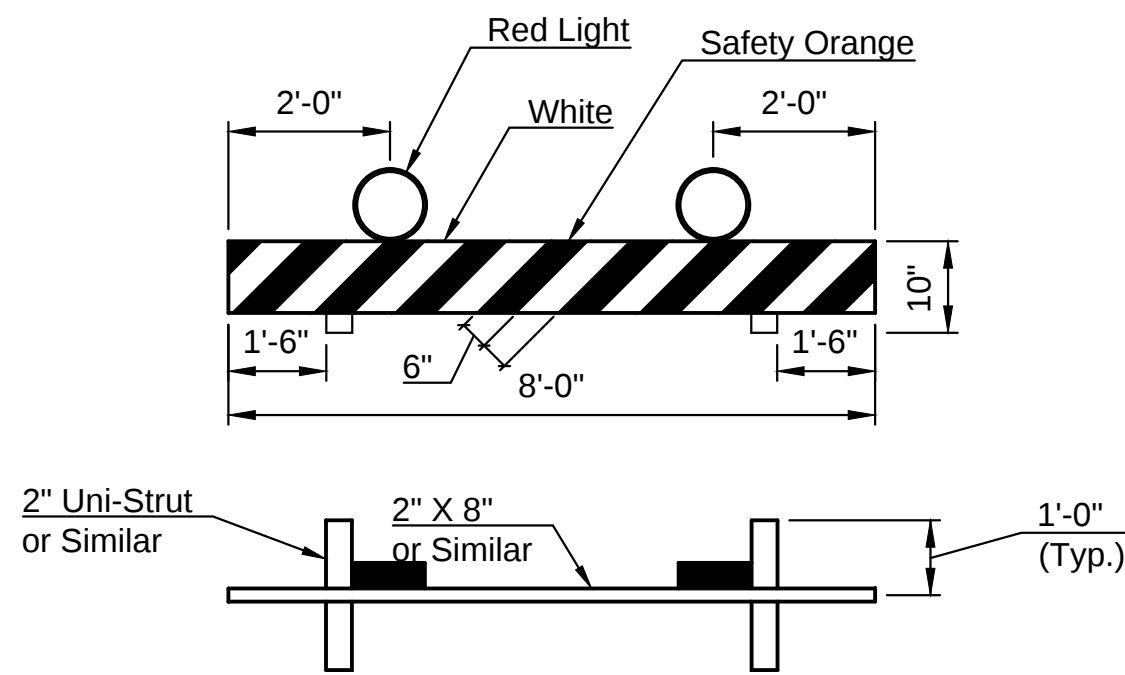
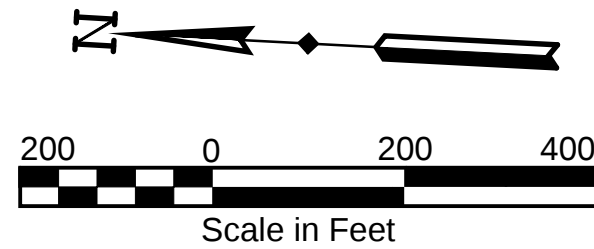
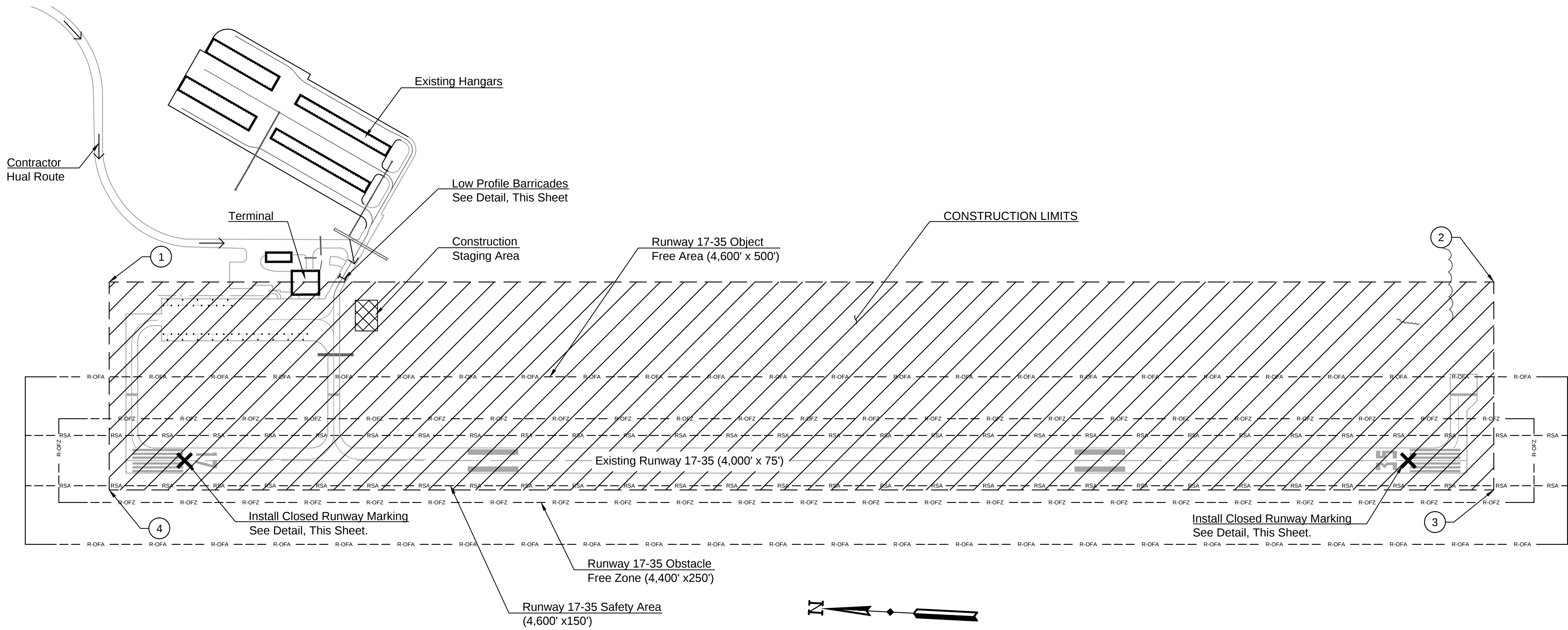
SUMMARY OF QUANTITIES					
ITEM NO.	SPEC	ITEM DESCRIPTION	UNIT	QUANTITY	
				ESTIMATED	AS-CONST.
Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat & Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron					
1	MO-100	Mobilization	L.S.	1	
2	TEMP	Temporary Marking, Lighting, & Barricades	L.S.	1	
8	MO-601	Asphalt Pavement Repair (Full Depth)	S.Y.	1,760	
4	MO-620	Reflectorized Pavement Marking	S.F.	26,077	
5	MO-620	Non - Reflectorized Pavement Marking	S.F.	1,035	
6	MO-622	Clean and Seal Joints and Cracks < 1"	L.F.	41,553	
7	MO-622	Clean and Seal Joints and Cracks (1" to 2")	L.F.	2,020	
8	MO-623	Pavement Marking Removal	S.F.	34,076	
9	MO-623	Pavement Friction Sealcoat Surface Treatment	S.Y.	45,671	

Drawing Name: I:\KAC\PPRJ\000009567\01-134\Project\AEC\AEC\3D PROJECT FOLDER\Production Drawings\9567 - CSPP.dwg Aug 04,2015 - 9:58am

Construction Limits					
Point	Latitude	Longitude	Site Elevation	Object Height	Overall Elevation
1	N38° 36' 57.21"	W94° 20' 31.35"	904	15	919
2	N38° 36' 16.43"	W94° 20' 28.77"	878	15	893
3	N38° 36' 16.13"	W94° 20' 36.57"	865	15	880
4	N38° 36' 56.90"	W94° 20' 39.15"	913	15	928

Construction Phasing/Sequence Plan (21 Calendar Days):

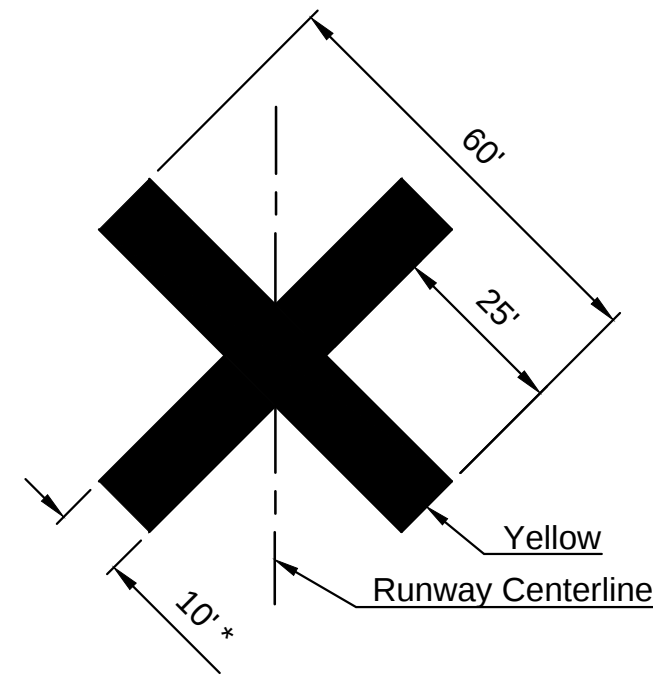
- Runway 17-35 shall be closed during construction.
- Runway closed markings and low profile barricades shall be placed.
- Remove existing pavement markings, perform joint and crack repair, and full depth asphalt patching, apply pavement sealcoat and new markings.
- Remove temporary marking, lighting, and barricades.



LOW PROFILE BARRICADE DETAIL
No Scale

Notes:

- Red lights to be battery operated, able to rotate 90 Degrees, either flashing or steady burning, and must meet the luminance requirements of the Missouri Department of Transportation.
- Support braces to be securely attached to 2" X 8".
- Sand bags to be placed on each support brace.
- Facing of 2" X 8" to be covered with reflective tape or paint.
- Payment for this item will be made under the lump sum Contract bid item "Temporary Marking, Lighting and Barricades".
- Place at maximum 12' intervals center to center.

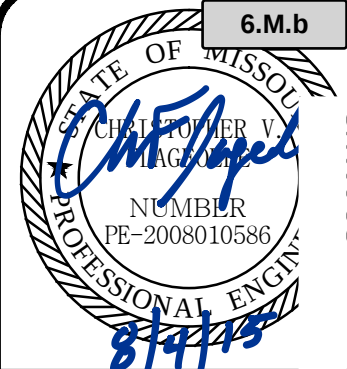


CLOSED RUNWAY MARKING
No Scale

Notes:

- The Closed Runway Markings shall be in accordance with FAA AC 150/5340-1L and AC 150/5370-2F.
- Closed Runway Markings may be either approved fabric, plastic sheeting or plywood.
- Payment for this item will be made under the lump sum Contract bid item "Temporary Marking, Lighting and Barricades".
- Sandbags shall be placed on closed Runway Markings.
- Runway closed markings shall be placed at each end of the runway over the runway designation markings or, when required by construction activity, just off the runway end.

* This dimension may be reduced to 8' to permit use of standard sheets of plywood.



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CITY OF HARRISONVILLE, MISSOURI
LAWRENCE SMITH MEMORIAL AIRPORT
Attachment: 9567 Harrisonville - Final Report 2015-06-04 (2015 - AIRFIELD PAVEMENT MAINTENANCE PROJECT)

PROJECT NO.	000000
DRAWN BY	KWR 7/17
CHECKED BY	RMD 7/14
DESIGNED BY	KWR 7/17
REVISIONS	

CONSTRUCTION
SAFETY & PHASING PLAN

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CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

1. INTRODUCTION

FAA Advisory Circular 150/5370-2F has established criteria for the development and implementation of a Construction Safety and Phasing Plan (CSPP) at the Lawrence Smith Memorial Airport. This CSPP was prepared by Lochner in coordination with the Airport Manager. This CSPP was submitted to the FAA for review and any comments are included in this document. The CSPP will be included in the contract documents. The Contractor is required to prepare a Safety Plan Compliance Document (SPCD) that details how the Contractor will comply with the CSPP. The SPCD shall be submitted to the Airport Manager and the Engineer to review and approve prior to issuance of a Notice-To-Proceed.

2. PROJECT DESCRIPTION

The work to be completed consists of the following:

Crack Repair, Full Depth Pavement Patch, Surface Treatment Seal Coat and Remark Runway 17-35, Turnaround, Apron Connecting Taxiway, and Apron.

The construction time for this project is Twenty One (21) calendar days.

3. COORDINATION (Section 205)

The Airport Manager will notify tenants and local users of the planned construction activities including phasing and safety at the airport.

A. Contractor Progress Meetings. Weekly progress meetings shall be held with the Airport Manager and/or the on-site representative and the Contractor. The CSPP and SPCD shall be standing agenda items. Airport tenants and users shall be invited to attend these meetings.

B. Scope or Schedule Changes. If changes to the scope of work or construction schedule are proposed, portions of this document shall be revised and submitted for approval by the City Clerk and the FAA.

C. FAA ATO Coordination. The scope of this project includes the closing of all airfield pavement. FAA NAVAIDs facility shutdown and restart will be conducted by the FAA Sector Office. No relocation or adjustments to NAVAIDs, or changes to final grades in critical areas will be required.

4. PHASING (Section 206)

The construction sequence for the project will be limited to one Phase. It shall consist of repairing cracks, full depth pavement patch, surface treatment sealcoat and remarking Runway 17-35, Turnaround, Connecting Taxiway, and Apron.

A. Phase Elements

I. Areas closed to aircraft operations. Refer to Table 1 and CSPP drawings.

II. Duration of closures.

All airfield pavement: Closed for 21 calendar days.

III. Taxi routes. Refer to Table 1 in Section 5 and CSPP drawings.

IV. ARFF access routes. The Contractor shall not impede the local Police or Fire Departments access to the Airport during construction. Refer to CSPP drawings for access route.

X. Construction staging areas. Refer to CSPP drawings.

VI. Impacts to NAVAIDs. There will be no impacts to any FAA owned NAVAIDs.

VII. Lighting and marking changes. There will be no lighting changes as a result of this project. The Runway 17-35, Turnaround, Connecting Taxiway and Apron will have new permanent markings.

VIII. Available runway length. This project does not include any changes to the length of the runway.

IX. Required hazard marking and lighting. The Contractor shall install low profile barricades, acting as temporary airport visual aids, to depict airfield pavements that are closed. Refer to CSPP drawings.

X. Lead times for required notifications. Two (2) weeks prior to the start of construction.

B. Construction Safety Drawings. Detailed CSPP drawings are included in Appendix I.

5. AREA AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY (Section 207)

A. Operational Affect Table. Contained within Table 1 below are the anticipated operational impacts to the Lawrence Smith Memorial Airport during the course of the project. Impacts will vary based on normal operations of an area, construction phase, and duration of work. Contractor is required to coordinate with the Airport Manager and/or the on-site representative as detailed in Section 3 and 7 of this document prior to impacting operations on the airport.

Table 1 Airport Operations Affected By Construction

Operational Requirement	Normal	Phase 1
Runway 17-35	4000' x 75' ADG B-II	CLOSED
Taxiway	ADG B-II	CLOSED
Apron	ADG B-II	CLOSED

B. Runway Safety Areas. Contractor shall not enter into OFA of any active runway or taxiway. Runway OFA dimensions are shown in Table 2 below and are depicted on the CSPP drawings.

Table 2 Object Free Areas of Active Runways

Runway	Aircraft Approach Category	Airplane Design Group	OFA, Distance from RW or TW Centerline
Runway 17-35	B	II	250

C. Runway Approach Protection Area. No construction activities are anticipated inside the approach/departure surfaces of Runway 17-35.

D. Identification of Affected Areas. Refer to CSPP drawings.

E. Mitigation of Effects. Refer to CSPP drawings.

6. NAVIGATION AID (NAVAID) PROTECTION. (Section 208)

A. Effects of Construction to NAVAIDs. Construction activities can have negative impacts on the functionality and serviceability of NAVAIDs. The Contractor must coordinate their work effort and limit their operations so that NAVAIDs are not impacted beyond what is planned. This project will not have any impacts on NAVAIDs.

The Contractor will be required to limit operations so that material, equipment, and personnel do not enter NAVAID critical areas (as shown in the CSPP drawings) or disturb power to NAVAID facilities without prior coordination with the Airport Manager.

B. Coordination of NAVAID Impacts. Planned NAVAID impacts must be addressed in the Contractor's construction schedule. The Contractor is required to provide at least one (1) week notice to the Airport Manager and the Engineer in order to notify the FAA Sector Office for removing a NAVAID from service. The Contractor is also required to provide at least one (1) week notice in advance of any construction activities to allow the FAA sufficient time to locate and mark any existing field cables which might be affected by this project and to avoid unscheduled facility outages.

7. CONTRACTOR ACCESS (Section 209)

A. Location of Stockpiled Construction Materials. The Contractor is limited to the placement of stockpiled materials at the locations shown within the CSPP drawings. Additionally, Contractor may place material stockpiles (topsoil, aggregate, etc.) at any location within the project work limits as shown in the CSPP drawings. The Contractor will be required to submit a SF-7460-1 form to the FAA for any stockpiles or equipment that exceeds 15 feet above the ground. Processing time for the SF-7460-1 form is 45-60 days.

I. Height Restrictions. Stockpiles shall have height limits of 15 feet (Refer to the CSPP drawings and Section 11.E below).

II. Wildlife Attractant. Contractor shall manage stockpiles and maintain positive drainage so they do not become wildlife attractions (Refer to Section 8.B below).

III. Foreign Object Debris (FOD). Contractor shall manage stockpiles so they do not create FOD (Refer to Section 9 below).

IV. Marking and Lighting of Stockpiles. Contractor will not be required to mark or light material stockpiles.

B. Vehicle and Pedestrian Operations. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Airport Operations Area. In addition, vehicle operator training is required per Section C VII.

C. Access to Airport Operations Area (AOA). Access onto the AOA is limited to the locations shown on the CSPP project sheets.

I. Construction site parking. Contractor employee personal vehicles may be parked in the AOA as long as they are within in the limits of the staging area. Employee parking areas are identified on the CSPP drawings as the contractor's staging area. Contractor vehicles and equipment are allowed inside the AOA, but confined to the project work limits. Equipment staging and parking areas are as shown in the CSPP drawings. Additionally, Contractor may park vehicles anywhere within the project work area as defined for each phase on the CSPP drawings, however vehicles must be a minimum of 250' from the Runway 17-35 centerline when the runway is open.

II. Construction equipment. Except for concrete pavers, no crawler-type equipment will be allowed on any airport pavement surface shown to remain. Only rubber-tired vehicles under 36,000 lbs. GVWR will be allowed on airport pavement surfaces without prior Engineer approval.

The Contractor shall be responsible for repairing any areas damaged by construction vehicles. Repairs shall be adequate to return the damaged area to a condition equal to or better than the condition prior to construction.

III. Access and haul roads. The CSPP drawings depict haul routes for both overall site access from surrounding public roadways and haul routes to the individual phased work areas through the airport perimeter fence. Contractor access and hauling operations are strictly limited to the haul routes shown. Any time a nonactive existing runway, taxiway or apron pavement is traversed or crossed, the Contractor shall provide protection to the pavement edges.

Following completion of construction, the Contractor is required to restore haul route to original condition. The Contractor shall be responsible for the restoration and seeding of the Contractor's storage area, access roads and haul roads. No direct payment will be made for these items. Seeding shall be done in accordance with the Project Specifications.

The Contractor will be required to repair any damage to public and airport roads caused by the Contractor's trucks and equipment during the construction of the project. Repairs shall be adequate to return the roads to a condition equal to or better than the condition prior to damage. All repair work shall be at the Contractor's expense. The public roads shall be videotaped in the presence of the Engineer or the on-site representative prior to construction in order to document their existing condition.

IV. Marking and lighting of vehicle. All construction vehicles on site shall be flagged and have a flashing beacon at all times in accordance with AC 150/5210-5D.

V. Description of proper vehicle operations. The following rules of operation must be followed at all times when driving on the airport. Read each rule carefully and make sure you understand your responsibilities as a driver on the airport.

a. No person shall operate motorized vehicles or equipment of any kind on the airport unless in possession of a valid operator's license as required by the State for the type of vehicle being operated.

b. No person shall operate a motor vehicle or other motorized equipment of any kind on the airport in a reckless or negligent manner or without caution or in any manner that endangers or is likely to endanger persons or property, or in excess of 20 mph.

c. No person shall fail to give pedestrians and aircraft the right-of-way over vehicular traffic. All ground vehicles shall pass to the rear of taxiing aircraft.

d. No person under the influence of alcohol or drugs shall operate a motor vehicle on the airport.

VI. Required escorts. Vehicle escorts are not required within the project phase limits.

VII. Training requirements for vehicle drivers. The Contractor shall contact the Airport Manager to schedule training for all vehicle operators.

VIII. Situational awareness. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a taxiway or any other area open to airport operations.

IX. Two-way radio communication procedures. The Contractor shall monitor Common Traffic Advisory Frequency (CTAF) frequency 123.000 at all times during construction and shall respond to any instructions from the Engineer and/or Airport Personnel immediately. The Contractor shall provide for their own radios capable of transmitting and receiving.

The Contractor may utilize two way construction radios on the project provided that they do not interfere with existing Airport and FAA communication equipment and frequencies.

X. Maintenance of the secured area of the airport. Except when moving materials, equipment, or personnel through the airport perimeter fence, the Contractor shall keep the access gate closed. The access gate shall be locked during non-working hours.

8. WILDLIFE MANAGEMENT (Section 210)

A. Trash. All trash and food waste must be collected each day from construction personnel activities and removed off airport property.

B. Standing Water. All grading operations shall maintain positive drainage so as not to create ponding or other wildlife attractions. The Contractor is responsible for correcting any area where grading operations create ponding water.

C. Tall Grass and Seeds. The Contractor will be required to establish a uniform stand of grass on all disturbed areas resulting from construction activities. The airport maintenance personnel shall be responsible for mowing the airfield.

D. Poorly Maintained Fencing and Gates. If any existing fence and/or gate is damaged during construction the Contractor shall repair it immediately at the Contractor's expense to the satisfaction of the Engineer.

E. Disruption of Existing Wildlife Habitat. No existing wildlife habitat will be impacted by the construction activities associated with this project.

9. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT (Section 211)

The Contractor shall keep the project area free from loose or blowable debris at all times. This work shall be considered subsidiary to other items in the contract. All pavements used by the Contractor shall be kept free of debris and thoroughly cleaned by the Contractor.

10. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT (Section 212)

The Contractor shall handle all the hazardous material (HAZMAT) management with the relevant authorities and pursuant to local, state, and federal rules and regulations.

11. NOTIFICATION OF CONSTRUCTION ACTIVITIES (Section 213)

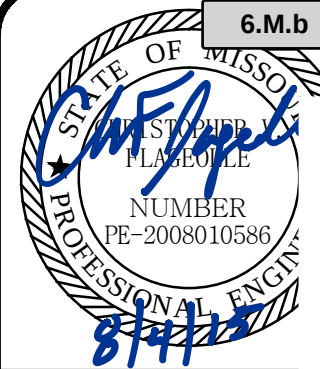
A. List of responsible representatives. The Contractor shall provide the name and telephone number of the person to act as the Contractor's representative, available 24 hours per day, should problems pertaining to the construction work arise which would require the Contractor's immediate attention.

B. NOTAM's. The Contractor shall notify the Engineer or the on-site representative at least one week in advance of each phase of construction so that the Airport Manager can issue all NOTAM's to Flight Service with regards to the construction at the airport.

C. Emergency notification procedures. In the event of an Emergency the Contractor shall call 911. Once the emergency personnel have been notified, the Contractor shall contact Mr. James Green, Airport Manager (816)-380-5039. The Airport Manager will then contact additional authorities as necessary.

D. Coordination with ARFF. The Contractor shall provide the local Police and Fire Department personnel with the CSPP drawings and details of any interruption of services (e.g. fire hydrant shut off or new emergency routes due to construction activities at the Airport).

E. Notification to the FAA. The Contractor will be required to maintain the batch plant, stock piles, etc. clear of the existing Runway 17-35 Primary Surfaces. The primary surface for Runway 17-35 extends 250' at centerline grade from the runway centerline, then up at 7:1 slope. Airspace approval from the FAA will be required prior to construction of batch plants, stock piles, etc. The Contractor shall disassemble and remove the batch plant within two weeks after paving operations are complete. The Contractor will be required to submit a SF-7460-1 form to the FAA for any equipment (boom truck, batch plant, etc.) that exceeds 15 feet above ground line. Processing time for the SF-7460-1 form is typically 45-60 days.



LOCHNER

903 East 104th Street | Suite 800 | Kansas City, Missouri 64131

CITY OF HARRISONVILLE, MISSOURI

LAWRENCE SMITH MEMORIAL AIRPORT

PROJECT NO.	000009567
DRAWN BY	KWR 7/7
CHECKED BY	RMD 7/14
DESIGNED BY	KWR 7/7
REVISIONS	

CONSTRUCTION SAFETY & PHASING PLAN

Attachment: 9567 Harrisonville - Final Report 2015-08-04 (2015 : AIRFIELD PAVEMENT MAINTENANCE PROJECT)

CONSTRUCTION SAFETY AND PHASING PLAN NOTES (CONTINUED):

12. INSPECTION REQUIREMENTS (Section 214)

A. Daily Inspections. The Contractor's SPCD shall include daily inspections made and recorded by the Contractor's on-site representative for the duration of the project. These inspections shall include the review for compliance of the CSPP.

B. Final Inspections. The Engineer and the Airport Manager will conduct a final inspection of the project after substantial completion is reached. The final inspection will note any deficiencies or safety concerns that need to be addressed prior to re-opening airport pavements. The airport pavements shall not be re-opened until the pavement is swept free of loose or blowable debris. All pavement edges shall have no greater than a 1.5" edge drop.

13. UNDERGROUND UTILITIES (Section 215)

Extreme caution shall be used when working near existing light fixtures, underground electrical ducts, underground electrical cables and any other airport fixtures. The Contractor shall notify DIG-RITE, One Call System (800)-344-7438 a minimum of 48 hours prior to any construction activities to allow One Call sufficient time to locate and mark any existing field cables or utility which might be affected by this project. Should damage occur to any of these items, they will be replaced immediately at the Contractor's expense to the satisfaction of the Engineer.

14. PENALTIES (Section 216)

The Contractors' personnel shall comply with the airport safety plan and the airport security measures as stated by the Airport Manager. Noncompliance with the airport rules and regulations and the CSPP drawings will result in work being suspended until appropriate remedies are taken or put in place to the satisfaction of the Engineer. Any costs involved with noncompliance to the CSPP drawings shall solely be borne by the Contractor.

15. SPECIAL CONDITIONS (Section 217)

The Airport will be closed for the duration of this project. The Contractor shall review Section 80-04 of the General Provisions of the Project Specifications.

16. RUNWAY AND TAXIWAY VISUAL AIDS (Section 218)

A. General. Airport markings, lighting, signs, and visual NAVAIDs directing aircraft to closed areas of the airport will be covered, removed, or disabled during construction.

B. Markings. Closed Runway markings shall comply with the details shown on the CSPP drawings. Closed Runway markings shall be maintained as needed by the Contractor throughout the duration of the project.

C. Lighting and Visual NAVAIDs. Lighting and visual NAVAIDs will not be affected by this project.

D. Signs. Signs will not be affected by this project..

17. MARKINGS AND SIGNS FOR ACCESS ROUTES (Section 219)

The Contractor may use cones to delineate the access route across the airfield. The Contractor shall follow the set haul route as defined in the CSPP drawings.

18. HAZARD MARKING, LIGHTING AND SIGNING (Section 220)

A. Purpose The Contractor shall install runway closed markings as well as low profile barricades with flashing red lights for all pavement closures. Cones may be utilized to establish limits of construction haul routes. Barricade spacing may be varied (made smaller) to fit pavement widths but may not exceed 12 feet intervals center to center. Refer to the CSPSP drawings for the exact locations of the low profile barricades.

B. Equipment. All vehicles on site shall be flagged and/or have a flashing beacon at all times in accordance with AC 150/5210-5D

19. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS (Section 221)

The Runway Safety Area (RSA), Runway Object Free Area (OFA), and Runway Obstacle Free Zone (OFZ) are shown on the CSPP drawings.

No work shall be conducted within the OFA of an active runway

No construction activities are anticipated inside the approach/departure surfaces of the runways.

20. OTHER LIMITATIONS ON CONSTRUCTION (Section 222)

A. Prohibitions.

I. Contractor may not use tall equipment (cranes, concrete pumps, etc.) in excess of 15' inside the AOA unless a 7460-1 determination letter is issued for such equipment. If a crane is used on the project, it must be lowered to minimum height while not in use.

II. The use of open flame welding or torches is prohibited unless fire safety precautions are provided and airport operator has approved their use.

III. No use of electrical blasting caps on or within 1,000 ft of the airport property

IV. No use of flare pots within the AOA

B. Restrictions.

None at this time.

APPENDIX II

OPINION OF PROBABLE CONSTRUCTION COST AND PROJECT BUDGET

LAWRENCE SMITH MEMORIAL AIRPORT HARRISONVILLE, MO

MODOT PROJECT NO 15-110C-1

Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat & Re-Mark Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

August 4, 2015

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Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat & Re-Mark Runway 17-35,						
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	MO-100	Mobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00
2	TEMP	Temporary Marking, Lighting, & Barricades	1	L.S.	\$ 5,000.00	\$ 5,000.00
3	MO-601	Asphalt Pavement Repair (Full Depth)	1,760	S.Y.	\$ 80.00	\$ 140,800.00
4	MO-620	Reflectorized Pavement Marking	26,077	S.F.	\$ 1.75	\$ 45,634.75
5	MO-620	Non - Reflectorized Pavement Marking	1,035	S.F.	\$ 1.25	\$ 1,293.75
6	MO-622	Clean and Seal Joints and Cracks < 1"	41,553	L.F.	\$ 1.25	\$ 51,941.25
7	MO-622	Clean and Seal Joints and Cracks (1" to 2")	2,020	L.F.	\$ 4.00	\$ 8,080.00
8	MO-623	Pavement Marking Removal	34,076	S.F.	\$ 1.00	\$ 34,076.00
9	MO-623	Pavement Friction Sealcoat Surface Treatment	45,671	S.Y.	\$ 1.75	\$ 79,924.25
Total =						\$ 381,750.00

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TOTAL PROJECT BUDGET

LAWRENCE SMITH MEMORIAL AIRPORT HARRISONVILLE, MO

Clean and Seal Joints and Cracks, Full Depth Asphalt Pavement Repair, Sealcoat & Re-Mark
Runway 17-35, Turnarounds, Apron Connecting Taxiways, and Apron

August 4, 2015

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PROJECT FUNDING

Grant - 2011 and Prior NPE including Land as Match (95%/5%)	\$	62,459
Grant - 2012 NPE including Land as Match (90%/10%)	\$	56,128
Grant - Remaining 2012 NPE	\$	93,872
Local Matching Funds for Grant - 10%	*** \$	10,430
Subtotal Funds (90%/10%)	\$	104,302
Grant - 2013 NPE	\$	150,000
Local Matching Funds for Grant - 10%	*** \$	16,667
Subtotal Funds (90%/10%)	\$	166,667
Grant - 2014 NPE Partial	\$	52,982
Local Matching Funds for Grant - 10%	*** \$	5,887
Subtotal Funds (90%/10%)	\$	58,869
*** Represents \$32,240 in City's Local Match		
TOTAL FUNDING AVAILABLE	\$	448,425

PROJECT COSTS

Administrative

Legal (Est.)	\$	500.00
Advertising (Est.)	\$	500.00
Subtotal	\$	1,000.00

Engineering

Design Services	\$	28,375.00
Construction Services (Est.)	\$	37,300.00
Subtotal	\$	65,675.00

Construction

Construction Costs (Est.)	\$	381,750.00
Subtotal	\$	381,750.00

TOTAL PROJECT COSTS (Est.)	\$	448,425
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Attachment: 9567 Harrisonville - Final Report 2015-08-04 (2015 : AIRFIELD PAVEMENT MAINTENANCE PROJECT)

LOCHNER

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