



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 16, 2015
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award to Honor Eric Myler, Emergency Services, for 15 Years of Loyal Service to the City of Harrisonville**
 - B. A Service Award to Honor Larry Francis, Emergency Services, for Ten Years of Loyal Service to the City of Harrisonville**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Mar 2, 2015 7:00 PM**
- 6. Agenda Items**

- A. Council Bill 023: A Resolution of the City of Harrisonville, Missouri to Authorize the City Administrator to Accept the Donation of Lots 2-6, Leslie Addition, from Nina Cummins.**
 - B. Council Bill 024: A Resolution Authorizing the City Administrator of the City of Harrisonville to Enter into an Agreement with Golden Valley Tractor to Purchase a Finish Mower at a Cost Not to Exceed \$20,475.00**
 - C. Council Bill 025: A Resolution Authorizing The City Administrator To Execute Change Order #2 To Par Electric for the 69KV South Tie Transmission Line Re-build & 12.5KV Lake Crossing**
 - D. Council Bill 026: A RESOLUTION AMENDING SECTION IV, J OF THE EMPLOYEE BENEFITS OF THE CITY OF HARRISONVILLE PERSONNEL POLICIES MANUAL, EFFECTIVE JUNE 1, 2014**
- 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 13th day of March

Kim Hubbard, City Clerk

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



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 25, 2015
SUBJECT: Service Award - Eric Myler

Type of Item: *Recognition*

A. Action Item (ID # 1765)

A Service Award to Honor Eric Myler, Emergency Services, for 15 Years of Loyal Service to the City of Harrisonville

Attachments:

Eric Myler (DOC)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Eric Myler

In Grateful Appreciation for

15 Years

Of Dedicated Service to



March 16, 2015

Kevin Wood, Mayor



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 25, 2015
SUBJECT: Service Award - Larry Francis

Type of Item: *Recognition*

B. Action Item (ID # 1766)

A Service Award to Honor Larry Francis, Emergency Services, for Ten Years of Loyal Service to the City of Harrisonville

Attachments:

Larry Francis (DOC)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Larry Francis

In Grateful Appreciation for

10 Years

Of Dedicated Service to



March 16, 2015

Kevin Wood, Mayor



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 2, 2015
7:00 PM

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

Attendee Name	Title	Status	Arrived
Bret Brown	Board Member	Present	
Bret Reece	Board Member	Present	
David Dickerson	Board Member	Present	
Doug Meyer	Board Member	Absent	
Ivan Stull	Board Member	Absent	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Kevin Wood	Mayor	Present	

Others Present: City Administrator Keith Moody, City Attorney Steve Mauer, Finance Director Mike Tholen, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Public Works Director Jerry Gibbs, and Assistant Public Works Eric Patterson.

3. **Ceremonial Matters**

- A. **Re-Appointments of Larry Snider and Chris Wolff to 5 Year Terms on the Enhanced Enterprise Zone Board**

Mayor Wood recommended re-appointing Larry Snider and Chris Wolff to the Enhanced Enterprise Board (EEZ).

The recommendation was approved.

Minutes Acceptance: Minutes of Mar 2, 2015 7:00 PM (Approval of Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Brown, Reece, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Doug Meyer, Ivan Stull

4. Public Participation

A. Public Participation

There was no public participation.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Feb 17, 2015 7:00 PM

The minutes were approved.

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

6. Agenda Items

A. Burnt District Festival Event Permit - 2015

Chief Hofer reviewed the request and reported on proposed event changes and that staff had no issues with the changes and recommended approval. The event was approved.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Brown, Reece, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Doug Meyer, Ivan Stull

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

City Attorney Mauer read Council Bill 021 by title only. Chief Hofer reviewed the grant and reported this has been annual request for many years.

Council Bill 021 became R015.

Minutes Acceptance: Minutes of Mar 2, 2015 7:00 PM (Approval of Minutes)

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

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

City Attorney Mauer read Council Bill 022 by title only. Chief Hofer reviewed the proposed ordinance and reported this had a positive recommendation for approval from the Public Safety Committee.

Alderman Reece made the motion to suspend the rules and take Council Bill 022 to its second reading. Alderman Brown seconded the motion. It was noted that the effective date would be May 1, 2015. Alderman Reece made the motion to amend the ordinance to reflect an effective date May 1, 2015. Alderman Dahlman seconded the motion and it was approved by a voice vote.

City Attorney Mauer read Council Bill 022 for a second time as amended by title only.

Council Bill 022 became Ordinance 3304.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Doug Meyer, Ivan Stull

7. Aldermen and Committee Reports

Alderman Dahlman commented on the good job the Street Department did clearing the snow.

Alderman Reece reported on a phone call he had received regarding the snow removal which started out as a negative and ended as a positive.

8. Report from the City Administrator

City Administrator Moody reported that the Street Department did not have any equipment issues over the weekend and that Superintendent Jacobs keeps Ms. Stanley updated on the process snow removal and she keeps the residents updated through the City's web page, Facebook, and Twitter.

There was clarification regarding the 291 bridge closing and the re-routing of traffic that was scheduled to take place.

9. Report from the Mayor

Mayor Wood commented on the good job the crews did of clearing the snow from City streets.

10. Questions from the Media

No questions.

11. Adjourn to Executive Session

No executive session.

12. Adjourn From Regular Session

Alderman Dickerson made the motion to adjourn the meeting. Alderman Coburn made the second and it was approved by a voice vote.

The meeting adjourned at 7:17 pm.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Mar 2, 2015 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: March 11, 2015
SUBJECT: CUMMINS LAND DONATION

Type of Item: *Grant*

BACKGROUND

Nina Cummins has approached the city to donate the vacant land lots 2-6 Leslie Addition, located on south side of Independence between Orchard Road and Commercial Street. She retained Ritter Appraisals to complete an appraisal of the property. The County Assessor's Office map and the appraisal is attached.

ISSUE

The property is mostly in the flood plain. The city has an inceptor sewer easement close to the stream/drainage ditch. The value of the donation is \$61,300. If the property is donated city staff would assume responsibility for maintenance. Mrs. Nina Cummins has signed the attached donation form. Upon approval by the Board of Alderman a closing date will be set with Coffelt Land Title for the mayor to complete the land transfer.

RECOMMENDATION

The Public Works Committee is forwarding a positive recommendation to accept the land donation of lots 2-6 Leslie Addition to the Board of Alderman.

Council Bill No. 023

Resolution No.

A Resolution of the City of Harrisonville, Missouri to Authorize the City Administrator to Accept the Donation of Lots 2-6, Leslie Addition, from Nina Cummins.

WHEREAS, Nina Cummins wishes to donate Lots 2-6, Leslie Addition, to the City of Harrisonville, and

WHEREAS, an appraisal of the property has been done and is attached to this resolution, and

WHEREAS, the City of Harrisonville wishes to accept the land donation

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 accept the donation of Lots 2-6, Leslie Addition, from Nina Cummins, and

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 16th day of March 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 16th day of March 2015

RITTER APPRAISALS, INC.

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Serving Our Clients Nationwide With Quality Appraisals Since 1985

REAL ESTATE APPRAISERS
2118 Royal Street
Harrisonville, MO 64701-1269
Telephone: 816-380-5158
www.ritterappraisals.com

LAWRENCE E. RITTER, SRA
STEVEN L. RITTER, MAI, ARA
SCOTT C. GARDNER

December 9, 2014

Mrs. Nina Katrine Cummins
Cummins Family Trust
2201 Orchard Road
Harrisonville, Missouri 64701-3205

Dear Mrs. Cummins:

As you requested, I have inspected the Cummins Trust tract containing 2.346± acres of vacant land located at 1607 South Independence Street, Harrisonville, Cass County, Missouri, more specifically described in the accompanying report. The purpose of this inspection is to develop an opinion of the market value, as defined in this report, of the fee simple interest in the above referenced property.

The accompanying appraisal report, which contains 47 pages including the Addenda, describes the Sales Comparison Approach, the Income Approach, and the Cost Approach to value and the conclusions derived by application of the Sales Comparison Approach. The exclusion of the Income Approach and the Cost Approach is discussed in the Scope of Work section of this report.

Please note that this appraisal is made subject to the Definition of Value, the Certification, and the Assumptions and Limiting Conditions stated in this report. Any use of the appraisal by any party regardless of whether such use is intended by the appraiser, constitutes acceptance of all such assumptions and limiting conditions.

Based upon my investigation and analysis of the data gathered for this appraisal, it is my opinion that the market value of the fee simple interest in the property appraised as of the effective date of this report, **July 4, 2014**, is **\$61,300**.

SIXTY ONE THOUSAND THREE HUNDRED DOLLARS

I trust you will find the report complete, but please contact me if you have any questions. Thank you for the opportunity to be of service to you.

Respectfully submitted,



Steven L. Ritter, MAI, ARA
Appraiser
slr/tds



SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

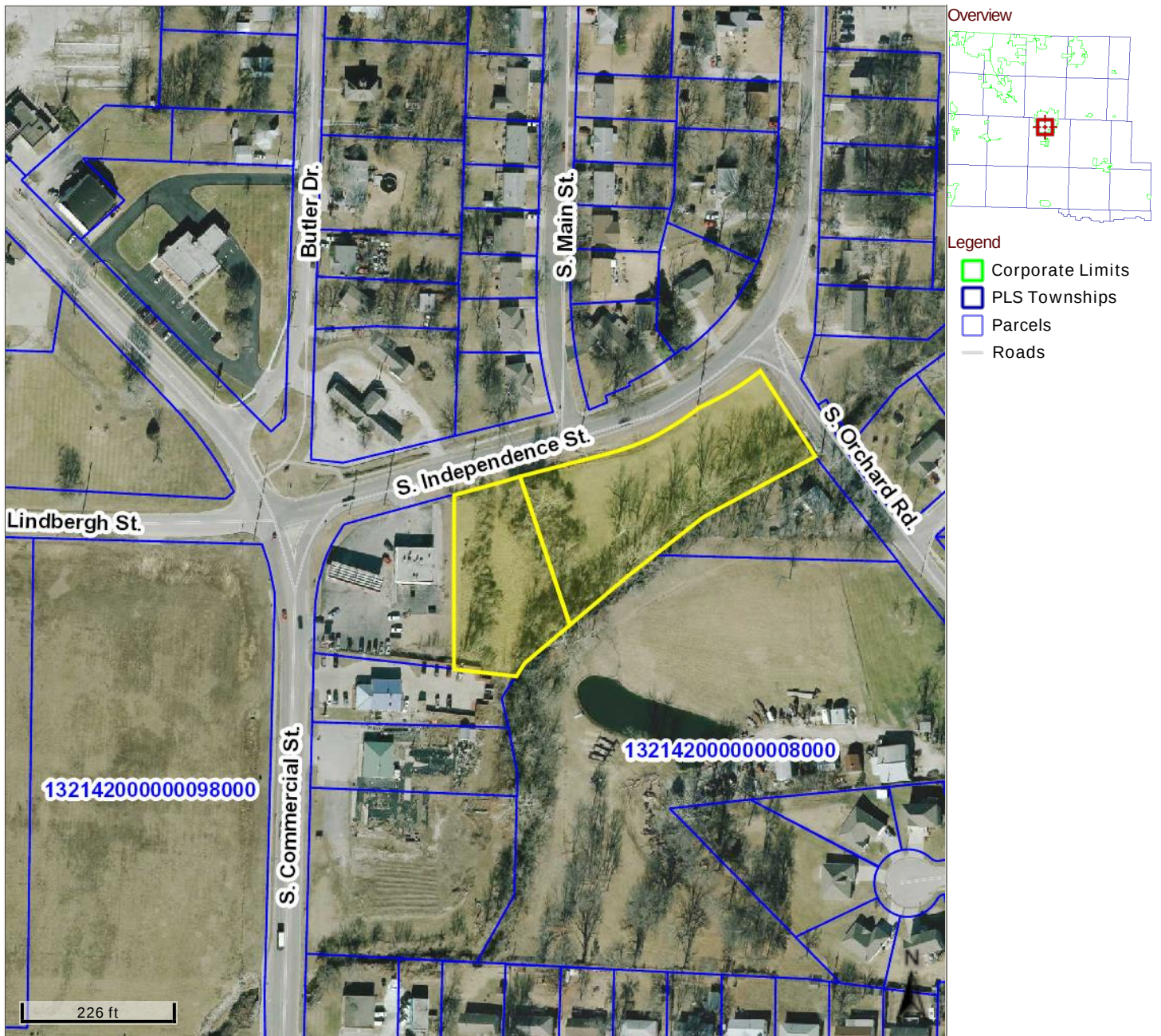
PROPERTY TYPE	Commercial - Vacant land
PROPERTY IDENTIFICATION	Cummins Trust Tract
PROPERTY ADDRESS	1607 South Independence Street Harrisonville, Missouri 64701
BRIEF LEGAL DESCRIPTION	Lots 2 through 6, Leslie Addition, city of Harrisonville, Cass County, Missouri.
PARCEL NUMBER	13-21-42-000-000-011.000 13-21-42-201-000-079.000
PROPERTY OWNER	Robert E. & Nina Katrine Cummins Trust
NAME OF APPRAISER	Steven L. Ritter, MAI, ARA Missouri State Certified General Real Estate Appraiser No. RA002684
DATE OF PROPERTY INSPECTION	November 26, 2014
EFFECTIVE DATE OF VALUE	July 4, 2014
DATE OF REPORT	December 9, 2014
CLIENT/INTENDED USER(S)	Mrs. Nina Katrine Cummins & the Cummins Family Trust
INTENDED USE	To assist the client in settling the estate of Robert Ellis Cummins
INTEREST BEING APPRAISED	Fee simple estate - Subject to road & utility easements.
SITE SIZE	102,174± square feet (2.346 acres)
IMPROVEMENTS	None
ZONING	C-2, Service Business District R-1, Single-Family Residential District
HIGHEST AND BEST USE	Commercial - Low intensity
SALES COMPARISON APPROACH VALUE	\$61,300
INCOME APPROACH VALUE	Not applied
COST APPROACH VALUE	Not applied
FINAL VALUE CONCLUSION	\$61,300
ESTIMATED MARKET EXPOSURE TIME	The final value opinion for the subject is based on an exposure time of 12 to 24 months, which is based on the sales displayed in this appraisal and interviews with local real estate agents.

Attachment: Cummins Appraisal Summary 12-24-14 (1782 : CUMMINS LAND DONATION)

Cass County, MO



Date Created: 1/13/2015



Attachment: Cummins land donation (1782 : CUMMINS LAND DONATION)

Last Data Upload: 1/13/2015 2:32:59 AM

DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter referred to as the "Agreement") dated as of the "Effective Date" (as hereinafter defined) will constitute the agreement for the donation and conveyance of the Property (as hereafter defined) by and between Nina Cummins and the Cummins Trust ("Grantor") and the City of Harrisonville, Missouri ("Grantee"). Grantor and Grantee are sometimes hereinafter referred to collectively as the "Parties".

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Property. As a donation to the Grantee for such purposes and uses as Grantee deems prudent or necessary and upon and subject to the terms, conditions and provisions set forth in this Agreement, Grantor will convey, as a donation, to Grantee, and Grantee will accept from Grantor, the real property known as 1607 South Independence Street, Harrisonville, Cass County, Missouri, legally described as:

Lots 2 through 6, Leslie Addition, city of Harrisonville, Cass County
Missouri

including all rights, benefits, privileges, easements, hereditaments and appurtenances thereunto belonging or appertaining thereto, and all after acquired interests of every kind and nature therein, and any and all buildings, and improvements located thereon, including all heating, ventilation and air conditioning systems and equipment, all electrical and plumbing equipment and all other building systems and fixtures thereon (collectively, the "Property").

2. Title and Deed. On the Closing Date, Grantor will sell and convey to Grantee marketable fee simple title to the Property by special warranty deed in proper form for recording (the "Deed"), subject to (a) general state, county and city taxes and installments of special assessments, if any, not yet due and payable for the tax fiscal year in which the Closing Date occurs and all subsequent years; (b) such other matters as may be shown in the "Title Commitment" (hereinafter defined) which are approved by Grantee or which are deemed approved by Grantee as provided in this Agreement. The matters identified in clauses (a) and (b) of the preceding sentence, and all other matters designated herein as permitted exceptions to Grantee's title, are herein called the "Permitted Exceptions."

3. Title Insurance.

(a) Within ten (10) days after the Effective Date Grantee may, at Grantee's expense, cause to be delivered to Grantee and Grantor (i) a title insurance commitment (the "Title Commitment") issued by the Title Company, together with (ii) a copy of all exception documents listed in Schedule B of the Title Commitment. The Title Commitment will constitute the commitment of the Title Company to issue to Grantee, at Grantor's expense, an owner's title insurance policy on the then current ALTA standard Form B policy form, subject only to the Permitted Exceptions.

Attachment: CUMMINS LAND DONATION_150227120002_0001 (1782 : CUMMINS LAND DONATION)

(b) Subject to Paragraph 7 below, Grantee will have until a period which is 365 days following the Effective Date ("the Inspection Period") to object to Grantor with respect to any matters shown in the Title Commitment. If Grantee so objects, Grantor will timely cooperate to the extent of Grantor's ability, to resolve any such matters objected by Grantee. If such matters cannot be resolved by the Closing Date, Grantee, at its option, may cancel this Agreement or accept title to the Property subject to such matters.

4. Inspections.

(a) During the Inspection Period Grantee may, at Grantee's cost and expense, cause such tests, inspections, examinations and audits to be made by a firm or firms designated by Grantee with respect to elevations and topography, soil conditions, cultural or historical matters, paved areas, storm water drainage, environmental matters, availability of utilities, roof, foundation and other structural and mechanical matters and all other matters regarding the condition of the Property (collectively, the "Inspections") as Grantee deems appropriate. If any of the Inspections disclose conditions or other matters unacceptable to Grantee in its sole discretion, then Grantee will have the right to terminate this Agreement by giving notice to Grantor of its election to do so at any time within the Inspection Period. If Grantee timely gives such notice to terminate this Agreement, then this Agreement will automatically terminate, and neither party will have any further obligations hereunder.

(b) Grantee and its designees may enter the Property to perform the Inspections, and will be given reasonable access to Grantor's records and personnel to the extent related to the Inspections. Grantee will indemnify and hold harmless Grantor from and against all liability, loss, damages and expenses (including reasonable attorneys' fees) in connection with bodily injury and/or property damage resulting from the performance of the Inspections, such obligation to survive the termination of this Agreement, notwithstanding any contrary provision herein.

(c) Grantee acknowledges and agrees with Grantor that (i) neither Grantor nor any employee, agent or representative of Grantor has made any representation, promise or warranty whatsoever regarding the condition of the Property or any part thereof, including, without limiting the generality of the foregoing, representations as to the physical nature or condition thereof, the financial prospect for the Property or its suitability for a particular purpose, and (ii) in performing this Agreement, Grantee does not rely upon any statement or information to whomsoever made or given, directly or indirectly, verbally or in writing, by Grantor or any employee, agent or representative of Grantor. Grantee will take the Property "as is," in such condition as the same may be on the date of execution hereof, subject to normal wear and tear occurring between the date hereof and the Closing Date.

5. Closing Date; Closing Procedure.

(a) Unless otherwise terminated as provided herein, and except as hereinafter provided, this transaction will be closed (the "Closing") at the office of the of Coffelt Title Insurance Company, with an address at 401 So Lexington Street, Harrisonville, Missouri 64701 ("Title Company") on a date mutually acceptable to both parties (the "Closing Date").

(b) The following will be deposited with the Title Company on or before the Closing Date:

(i) Grantor will deposit or cause to be deposited:

(1) The Deed, in form reasonably acceptable to Grantee (together with such other instruments as may be required by local law in connection with the conveyance of real property) duly executed and acknowledged;

(2) Such release documents as are necessary to fully release the Property from the lien and effect of all mortgages, financing instruments and other liens and any covenants or restrictions affecting the use of the Property which are objected to by Grantee and which Grantor has elected to cure in accordance with Paragraph 4(c) hereof;

(3) Such other documents and instruments as the Title Company reasonably requires to evidence the due organization and valid existence of Grantor and its authority to enter into and perform its obligations under this Agreement;

(4) A mechanic's lien affidavit in the form customarily utilized by Title Company and reasonably satisfactory to Grantor to enable the Title Company to delete any mechanic's lien exception from the Title Policy;

(5) Such other instruments as are required by this Agreement and/or as are reasonably necessary or appropriate to consummate the transfer contemplated by this Agreement.

(ii) Grantee will deposit or cause to be deposited:

(1) Such documents and instruments as the Title Company reasonably requires to evidence the due organization and valid existence of Grantee and its authority to enter into and perform its obligations under this Agreement; and

(c) Upon receipt of all of the documents described above, the Title Company will (i) record the Deed; (ii) deliver to Grantee or its designee the Title Policy, the original Deed, as recorded, Grantor's certifications pertaining to its non-foreign status

and a copy of Grantee's closing statement executed Grantee; and (iii) deliver to Grantor a photocopy of the Deed, as recorded.

6. Prorations; Closing Costs.

(a) All general state, county and city taxes and installments of special assessments (collectively, "Taxes"), levied or assessed against the Property will be assumed by Grantee.

(b) Grantee will pay:

- (i) the Title Company's fee for acting as closing agent, if any;
- (ii) the cost of the Title Policy; and
- (iii) The cost of recording the Deed.

(c) Grantor will pay:

- (i) The cost of recording all releases of existing mortgages and other financing instruments, if any.

7. Possession. Possession of the Property will be delivered to Grantee on the Closing Date, subject to the Permitted Exceptions.

8. Entire Agreement; Modifications; Authority. This Agreement contains the entire agreement between Grantor and Grantee and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Agreement will be effective unless made in writing and executed by Grantor and Grantee.

9. Effective Date. The term "Effective Date" as used herein means the date of the signature of the last party to sign this Agreement as set forth below the signatures of such parties hereon.

10. Time. Time is of the essence in the performance of all obligations under this Agreement.

11. Terminology. The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation". The words "herein", "hereof", "hereunder" and similar terms will refer to this Agreement unless the context requires otherwise. Where the context requires, the neuter gender will include the masculine and/or feminine, and the singular will include the plural and vice versa.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

13. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

14. Survival. All provisions or requirements of this Agreement not capable of being performed prior to the Closing Date will remain in full force and effect after the Closing Date.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Agreement.

16. Notices. All notices required under this Agreement, and all approvals and other communications required or permitted to be given hereunder, must be in writing and be mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Nina Cummins and Cummins Trust
2201 Orchard Rd
Harrisonville, MO 64701-3205 USA

If to Grantee: City of Harrisonville, Missouri
Attn: City Administrator
300 East Pearl Street
Harrisonville, Missouri 64701

Any notice will be deemed given on the day after the date such notice is mailed as hereinbefore provided.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: CUMMINS LAND DONATION_150227120002_0001 (1782 : CUMMINS LAND DONATION)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Grantor:

Nina Cummins

By: Nina Katrina Cummins
 Printed Name: Nina Katrina Cummins
 Its: Nina Katrina Cummins
 Date: 2-28-15

Cummins Trust

By: Cummins Trust
 Printed Name: Cummins Trust
 Its: Nina Katrina Cummins
 Date: 2-28-15

Grantee:

City of Harrisonville, Missouri:

By: _____
 Printed Name: Kevin W. Wood
 Its: Mayor
 Date: _____

Attachment: CUMMINS LAND DONATION_150227120002_0001 (1782 : CUMMINS LAND DONATION)



TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: March 4, 2015
SUBJECT: Purchase of Finish Commercial Mower for Parks

Type of Item: *Approval*

Council Bill No. 024

Resolution No.

A Resolution Authorizing the City Administrator of the City of Harrisonville to Enter into an Agreement with Golden Valley Tractor to Purchase a Finish Mower at a Cost Not to Exceed \$20,475.00

WHEREAS, the Parks and Recreation Department has identified a need for a new finish mower, and

WHEREAS, funds for such a mower have been included in the 2015 budget and

WHEREAS, a notice was posted and bids were accepted for a finish mower, and

WHEREAS, Golden Valley Tractor was the low bidder, with a bid of \$20,475.00.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Golden Valley Tractor to purchase a finish mower at a cost not to exceed \$20,475.00.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 16th day of March 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 16th day of March 2015 & Year

MEMO

TO: The Board of Alderman

CC: Mayor Wood, Keith Moody

FROM: Chris Deal, Parks and Recreation Director

DATE: March 3, 2015

RE: Purchase of a 72 inch Finish Mower for Parks / replacing old equipment

Included in the 2015 budget for the Parks & Recreation Department is the replacement of a used Finish Mower for a new Finish Mower for the purpose of maintaining the city park system. Bids were sent out to local vendors and placed in the area media for open bids from the public.

Attached to this memo is the bid tabulation sheet from the vendors who participated in this bid. As you will note by the bid sheet, the bid prices that are marked in red met the bid specifications. Staff is recommending the low bid from Golden Valley Tractor from Harrisonville for the total cost of \$20,475.00.

The budgeted amount for this mower is \$18,950.00. This is \$1,525.00 over the budgeted amount. However, earlier this year staff received \$2,800.00 over in revenue for the sale of the parks chipper, so the excess funds would cover the amount over budget for the Finish Mower.

Parks & Recreation Department staff and the Park Board recommend approval for this equipment purchase. I will be happy to answer any questions. Thank you.

CITY OF HARRISONVILLE, MISSOURI

Parks & Recreation Department

Bid Tabulation - Project # RFP-P&R-2015-02 72 inch Finish Commercial Mower 02/13/2015

<u>Company Name</u>	<u>City/Location</u>	<u>Contact</u>	<u>Bid Total</u>
<u>Red means the bid meets specifications</u>			
Golden Valley Tractor (Hustler)	Harrisonville, MO	Buddy Wallen	\$20,475.00 *
KC Golf & Turf (Jacobsen)	Lenexa, KS	Manny Cervantes	\$19,938.00
KC Golf & Turf (Hustler)	Lenexa, KS	Manny Cervantes	\$20,548.50 *
Pro Turf Products (Toro)	Lenexa, KS	Brad Davisson	\$20,322.47
Pro Turf Products (Toro)	Lenexa, KS	Brad Davisson	\$20,403.70
Pro Turf Products (Toro)	Lenexa, KS	Brad Davisson	\$22,955.38 *
Heartland Tractor (Kubota)	Harrisonville, MO	Andrew Weibling	\$21,500.00 *
Lawn & Leisure (John Deere)	Lees Summit, MO	Keith Knoche	\$23,391.00
Lawn & Leisure (John Deere)	Lees Summit, MO	Keith Knoche	\$23,701.00

Attachment: Bid Proposal for 72 Inch Finish Mower - 2015 (1775 : Purchase of Finish Commercial Mower for Parks)



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Thomas, Director
DATE: March 11, 2015
SUBJECT: 69KV South Tie Transmission Line Rebuild & 12.5KV Lake Crossing

Type of Item: *Change Order*

Request change order approval for the 69KV South Tie Transmission Line Re-build & 12.5KV City of Harrisonville Lake Crossing.

The original construction labor contract awarded by the Board of Aldermen on October 6, 2014 to Par Electric, Inc. for the 69KV South Tie Transmission Line was \$305,634.29. Change Order #1 was approved by the Board of Aldermen on January 19, 2015 to include the 12.5KV City of Harrisonville Lake Crossing, for an additional price of \$92,000.

The original 69KV South Tie labor cost has increased by \$10,363.72 due to 8' of rock drilling encountered for structures, additional splicing in transmission line conductors, and re-conductoring of an additional span to the KCP&L structure. Money will be available in the re-appropriations from 69KV South Transmission Line Tie Re-build 2014 Capital Project #07-6-0090-4015 to the 2015 Budget.

The 12.5KV Lake Crossing construction labor has increased by \$23,278.78 from the original \$92,000 approved by the Board of Aldermen. This includes additional contractor labor costs for hitting the 12" main that was improperly located and additional rock boring required for the anchors and poles. Anchors were required to be concrete encased due to the severe rock conditions encountered. Money is available in CWSS Fund #08-6-0931-3047.

Total project costs for the South Tie Project, including its portion of this change order, are \$315,998.01. Original estimated project costs in the 2014 Capital Improvement Program were \$580,000. Savings are available due to design and construction modifications.

Project costs for the Lake Crossing, including its portion of this change order, are \$188,651.94. Original total project estimates presented to the Public Works Committee on November 6, 2014 were approximately \$250,000. The project was originally included in a lump sum amount in the 2014 CWSS Budget for improvements.

The total labor for both projects is \$431,276.79.

Council Bill No. 025**Resolution No.****A Resolution Authorizing The City Administrator To Execute Change Order #2 To
Par Electric for the 69KV South Tie Transmission Line Re-build & 12.5KV Lake
Crossing**

WHEREAS, the City of Harrisonville has determined that Par Electric is competent to perform services for the City of Harrisonville; and

WHEREAS, Par Electric 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 execute Change #2 with Par Electric in an amount not to exceed \$33,642.50 bringing the total contract amount to \$431,276.79 for the 69KV South Tie Transmission Line Re-build and 12.5KV Lake Crossing

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 16th day of March 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 16th day of March 2015



TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: March 10, 2015
SUBJECT: Amend Monthly Employer Contribution for Health/Vision Benefits

Type of Item: *Approval*

Background: In 2013 the Employee Benefits Committee was convened to administer a bid process for employee insurance benefits. The committee consists of an employee from each department as well as the department directors. Bob Charlesworth, an independent insurance consultant assisted the committee with developing bid specifications as well as collecting and comparing proposals. The goal of the process was to ensure the City and our employees are getting the best rates for comparable benefits. The committee recommended staying with MPR for our health/dental/vision coverage.

The Committee convened in March of 2015 to review the proposed rates for the 2015-2016 policy period (there are no changes in plan benefits proposed by MPR) and provide a recommendation to the Board on contributions by the City toward premiums. The 2014-15 monthly rates for the three plans offered are included in the attachment which also shows monthly information for the Current Employee Contribution, the 2015-16 Rates, New Employee Contribution (assuming increases in the City Contribution as recommended), Change in Price (also Percent Change in price), Change in Employee Contribution, number of Employees Enrolled in each plan (and Percent Enrolled), Premiums Paid by Employees, Total Premiums Paid and the Percent of Premium Paid by City.

The PPO plan is our base plan, the PPO with H S A is a discounted plan (lower price for lower benefits) and the HMO plan is a buy up plan (higher price for higher benefits).

Review: The Employee Benefits Committee reviewed the new rates and provide a unanimous recommendation to the Board to increase the amount of the city contribution to each tier of health and vision coverage as follows:

Individual	+\$15/month to \$495
Tier 2	+\$100/month to \$810
Family	+\$105/month to \$915

There is no premium change in dental and therefore no proposed change in that employer

contribution amount.

The three plans offered remain unchanged in benefit levels. The Committee compared our PPO plan contribution distribution to that of the Kansas City public sector market based on data from the most recent (2014) MARC benefits survey. Between 2010 and 2014 the average percent of premium paid by the employer for an individual coverage has declined from 95% to 90%. The recommendation provides 98% premium coverage by the City for the PPO (better than market). Between 2010 and 2014 the average percent of premium paid by the employer for dependent coverage has increased from 70% to 75%. The recommendation provides 70% premium coverage by the City for the PPO. Though not yet equal to the market, the recommendation continues our course of moving toward this goal. In 2010 the City was covering only 49% of dependent premiums.

42% of employees would see a decrease in the amount they pay per month for coverage assuming no changes in enrollment by plan or tier (there will likely be a few that move to dependent coverage). The other 58% would see roughly an \$8/month increase, but the amount they pay in total per month (PPO= \$10.36, HMO= \$40.18) remains below the market average of \$50.

Budget Impact: \$33,000 is budgeted in 2015 to cover increases in health/vision/dental premiums. If we increase city contributions per employee per month as detailed above we will stay within our 2015 budget (\$30,660), with cushion for employee changes during open enrollment.

Recommendation: The Committee's recommended increases move us closer to the market for both individual and dependent coverage and is within budget. The recommendation provides savings to those that are paying a significant amount each month for coverage (\$230 to \$530) and provides minimal increase (\$8/month) to those currently paying a minimal amount for coverage (\$2 or \$32 a month). I support the Committee's recommendation and if premium increases for the 2016-2017 policy period are similar to those for 2015-2016 I expect next year we will be able to meet our goal of matching the market on dependent coverage. The employer contributions detailed above will be effective June 1, 2015.

Council Bill No. 026

Resolution No.

**A RESOLUTION AMENDING SECTION IV, J OF THE EMPLOYEE BENEFITS
OF THE CITY OF HARRISONVILLE PERSONNEL POLICIES MANUAL,
EFFECTIVE JUNE 1, 2014**

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

Section 1. That Section IV, J- Personnel Policies Manual is hereby amended to read:

J. Employee Benefits

Regular full time employees of the City shall be eligible for life, major medical, vision, dental and disability insurance provided by the City. The City shall pay premiums for life, dental and disability insurance for the employee.

The City shall pay up to \$495.00 per month for major medical and vision insurance for the employee (Individual Coverage), up to \$810 per month for major medical and vision insurance for an employee plus spouse or employee plus children (Tier 2 Coverage) and up to \$915 per month for major medical and vision insurance for an employee and their spouse and their children (Family Coverage). The employee shall pay insurance premiums not paid by the City. For employees who enroll in these programs, the effective date of coverage shall be the first day of the calendar month following employment unless starting on the first day of the month at which time coverage is immediate.

- a. The City will contribute any unused portion of the \$495 per month major medical and vision insurance premium payment to that employee's Health Savings Account for an employee enrolled in the High Deductible Health Plan.
- b. Employees may elect not to use the City's insurance benefits by showing proof of similar coverage through another source. Notwithstanding the foregoing an employee may request a waiver from this requirement from the City identifying the specific reason for the request.
- c. The City will not contribute funds to any insurance benefit that is not provided by the City.
- d. During the authorized leave of absence with pay, the coverage shall be continued. Employees will be responsible for paying their own health, life and dental insurance while on approved leave of absence without pay in excess of one week unless on approved FMLA or military leave.

Section 2. That the amendment for the Personnel Policies Manual supersedes all personnel policies, rules or regulations previously adopted or approved, for Section IV, effective June 1, 2015.

Section 3. That if any provision of the attached is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of the Personnel Policies Manual

READ and DULY PASSED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 16th day of March 2015.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 16th day of March 2015

Harrisonville: Summary of Health/Dental/Vision Premiums and City Contributions Effective 6/1/15 - 5/31/16 (MPR)

	Individual	2nd Tier	Family	
PPO- B	29	4	5	36%
PPO w/HSA	12	7	3	21%
HMO- 2	32	4	9	43%
Totals	73	15	17	105
	70%	14%	16%	

City Contribution /Month: Health-Vision	Current	Increase	Effective 6/1/15
Individual	\$ 480	15	\$ 495
2nd Tier	\$ 710	100	\$ 810
Family	\$ 810	105	\$ 915

City Contribution /Month: Dental	Current	Increase	Effective 6/1/15
Individual	\$ 33	0	\$ 33
2nd Tier	\$ 33	0	\$ 33
Family	\$ 33	0	\$ 33

Plan Types	Current 2014- 15 Rates	Current Employee Contribution	2015-16 Rates (MPR)	New Employee Contribution	Change in Price	Percent Change	Change in Employee Contribution	Enrollees	Percent Enrolled	Premiums Paid by Employees	Total Premiums Paid	Percent of Premium Paid by City
<u>PPO</u>												
Individual	\$ 482.08	\$ 2.08	\$ 505.36	\$ 10.36	\$ 23.28	4.8%	\$ 8.28	29	28%	\$ 300	\$ 14,655	98%
2nd Tier	\$ 1,105.48	\$ 395.48	\$ 1,159.01	\$ 349.01	\$ 53.53	4.8%	\$ (46.47)	4	4%	\$ 1,396	\$ 4,636	70%
Family	\$ 1,249.50	\$ 439.50	\$ 1,309.79	\$ 394.79	\$ 60.29	4.8%	\$ (44.71)	5	5%	\$ 1,974	\$ 6,549	70%
<u>PPO w/HSA</u>												
Individual	\$ 409.74	\$ (70.26)	\$ 417.79	\$ (77.21)	\$ 8.05	2.0%	\$ (6.95)	12	11%		\$ 5,014	118%
2nd Tier	\$ 938.97	\$ 228.97	\$ 957.49	\$ 147.49	\$ 18.52	2.0%	\$ (81.48)	7	7%	\$ 1,032	\$ 6,702	85%
Family	\$ 1,116.98	\$ 306.98	\$ 1,138.94	\$ 223.94	\$ 21.96	2.0%	\$ (83.04)	3	3%	\$ 672	\$ 3,417	80%
Harrisonville contributes the unspent portion of health/vision allocation to HSA account.												
<u>HMO</u>												
Individual	\$ 512.44	\$ 32.44	\$ 535.18	\$ 40.18	\$ 22.74	4.4%	\$ 7.74	32	30%	\$ 1,286	\$ 17,126	92%
2nd Tier	\$ 1,185.00	\$ 475.00	\$ 1,237.74	\$ 427.74	\$ 52.74	4.5%	\$ (47.26)	4	4%	\$ 1,711	\$ 4,951	65%
Family	\$ 1,341.56	\$ 531.56	\$ 1,401.08	\$ 486.08	\$ 59.52	4.4%	\$ (45.48)	9	9%	\$ 4,375	\$ 12,610	65%
<u>Dental</u>								Total	105			
Individual	\$ 33.00	\$ -	\$ 33.00	\$ -	\$ -	0.0%	\$ -	77	73%	\$ -	\$ 2,541	100%
2nd Tier	\$ 82.00	\$ 49.00	\$ 82.00	\$ 49.00	\$ -	0.0%	\$ -	0	0%	\$ -	\$ -	40%
Family	\$ 82.00	\$ 49.00	\$ 82.00	\$ 49.00	\$ -	0.0%	\$ -	32	30%	\$ 1,568	\$ 2,624	40%