



****AMENDED****
AGENDA
CITY OF HARRISONVILLE
PUBLIC WORKS COMMITTEE
REGULAR MEETING
CITY HALL
JANUARY 2, 2014
6:00 PM

- I. Call to Order**
 - A. Roll Call**
- II. Approval of Minutes**
 - A. Public Works Committee - Regular Meeting - Dec 5, 2013 6:00 PM**
- III. Agenda Items**
 - A. Sales Tax Project List**
 - B. Mechanic Street Agreement**
 - C. Discussion on Lexington Street****
- IV. Public Works Project Updates**
 - A. Public Works Update**
- V. Airport Reports**
 - A. December 2013 Airport Report**
- VI. General Discussion**
- VII. Adjourn**

This meeting will be open to the public.

Posted on City Hall Bulletin Board this 31st day of December

Kim Hubbard, City Clerk



DRAFT
MINUTES
CITY OF HARRISONVILLE
PUBLIC WORKS COMMITTEE
REGULAR MEETING
CITY HALL
DECEMBER 5, 2013
6:00 PM

I. Call to Order

The meeting was called to order at 6:00 PM by Chair Ivan Stull

Attendee Name	Title	Status	Arrived
Kevin Wood	Member	Present	
Doug Meyer	Alternate	Absent	
Morris Coburn	Member	Present	
David Dickerson	Member	Present	
Ivan Stull	Chair	Present	
Bill Mollenhour	Member	Late	6:40 PM

Others present: City Administrator Keith Moody, Public Works Director Jerry Gibbs, Assistant Public Works Director Eric Patterson, Street Superintendent Rodney Jacobs, Public Information Officer Sheryl Stanley, Finance Director Mike Tholen, Airport Manager James Green, and City Clerk Kim Hubbard.

II. Approval of Minutes

- A. Public Works Committee - Regular Meeting - Nov 7, 2013 6:00 PM** Accepted
Minutes approved

III. Agenda Items

- A. Sales Tax Ballot Options** Recommended

Director Gibbs reported this is a review of what was discussed at the last meeting and noted that staff needs direction on election date and whether the election should be for Transportation Sales Tax or a Capital Improvement Sales Tax.

Mr. Moody reported he had sent an email out to the elected officials asking which election date they preferred and Alderman Mollenhour was the only to respond with his suggestion of a November election. Discussion took place regarding the best date for the election and it was noted that the April election did not have any questions just positions for school board. Director Tholen also noted that if there was an April election and the

City's Ballot question was passed the collection of sales tax would start in October, the state would receive money's in November and revenues would be reflected in December for the City.

The consensus of the Committee was to move forward with an April election as long as the school was having a school board election.

There was discussion of the difference between the transportation sales tax and a capital improvement sales tax question. It was noted that a CIP sales tax question must mention bonds and can be used for standalone stormwater projects. Transportation Sales Tax has simple and clear language but the sales tax funds cannot be used for standalone stormwater projects, they must be in conjunction with a street project

Mr. Patterson reviewed the some of the standalone stormwater projects which were the Trade Fair, Beckerdite, Amy & Matt Street, King Street, and Highway 2 Bridge.

There was some discussion regarding the use of Street Funds for some of the stormwater projects if the Transportation Sales Tax is passed. Mr. Patterson will get the cost on the mentioned projects.

There was discussion on some of the serious stormwater issues and the importance of their repairs, the difference in ballot language for each question, the need of an accurate representation of projects of how the sales tax dollars will be used.

The consensus of the committee was to move forward with an April election for a Transportation Sales Tax with a sunset of ten (10) years.

Alderman Mollenhour arrived, 6:40 PM.

B. Sales Tax Funded Improvements Recommended

This item was discussed under agenda item A.

IV. Public Works Project Updates

A. Public Works Update

Mr. Patterson reviewed the public works update and Mr. Gibbs gave an update on the Kansas City Water Transmission Main and negotiations with the City of Lee's Summit. Mr. Gibbs stated he would be sending a letter to suspend loan and interest payment to KCMO, prior to being off.

Redzone has completed work and next week staff will start reviewing data.

V. Airport Reports**A. Airport Report**

Mr. Green reviewed his report and reported on new over head signage that was being installed of runway which will be shifted down about 1000 feet from the original place to be in compliance with the FAA.

MoDOT is reviewing the appraisal for the land lease and at this time the City has not heard anything back.

VI. General Discussion

Mayor Wood reported on the City taking over the Oakland Cemetery and the that the Cemetery Board is having trouble finding people to serve. Mayor Wood explained that if property is neglected then the City would be pressured to have something done. Mayor stated this will be an item to be discussed at an upcoming work session.

VII. Adjourn

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

The meeting adjourned at 7:27 P.M.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Dec 5, 2013 6:00 PM (Approval of Minutes)



TO: Public Works Committee
FROM: Jerry Gibbs, Director
DATE: December 23, 2013
SUBJECT: Sales Tax Project List

Type of Item: *Report*

Background

The Board of Alderman has completed a 1st reading to place a ½ cent sales tax on the ballot for April 2013. A tentative list of projects has been identified by staff. The Public Works Committee should confirm the list or modify the list of projects to submit to the Board for final approval. \$8 M is estimated being available for projects over the next 10 years. Staff used the Pavement Condition Report by Transystems and updated annually by staff and looked at overall need to make their selection.

Discussion

Additional funding sources could leverage the availability of sales tax to include more projects. One source may be the STP Funding cycle through MARC. A call for projects will begin late January with applications due by the end of March. STP projects must conform to certain requirements:

- Must be classified as a collector in STP
- Funding can only be used for construction
- Fill out an application and points are awarded for being able to complete each category in application
- Projects are listed based on highest points awarded
- No limit on the project cost or number of projects each entity may submit
- Approximately \$19 M is anticipated to be awarded
- 80% Federal funding 20% Local match required

The task is to determine what project(s) have the best opportunity to be funded. City has been successful with the Mechanic Street project and 291 Project. Staff will be proposing Jefferson

Parkway and the TDD will be asking the City to submit a request for the 291 Phase 2 portion (Waters Road to Walmart Traffic light/Royal Street). Almost all successful applicants in the last project submittal completed their own application. Only Gladstone utilized a consultant to help prepare their application.

MoDOT has a Traffic Engineering Assistance Program (TEAP) to assist local public agencies to conduct an engineering study or analysis that may result in a design type project in the future. All TEAP project applications that are submitted to the MoDOT District Office are reviewed for eligibility and scored by a MoDOT review team. The criteria MoDOT uses is Engineering Resources Availability (does the LPA have technical staff); Safety Concern; Congestion; Innovation; Implementation Capability and Does the Project have Value.

Types of projects to consider are Traffic Accident Analysis, Traffic Control Devices Inventory Application and Layout, Traffic Signal Progression Analysis and Design, Speed Surveys, Minor Origin and Destination Studies, Traffic Counts, Parking Supply and Demand, Capacity Analysis, Lighting Analysis and Transit Studies. TEAP requirements cap the MoDOT funds that are applied to any project at 80% or \$8,000, whichever is less. Projects staff is considering:

1. Intersection of Locust and Commercial - turning radius is not adequate for trucks
2. Sight distance issue - Commercial and South Street - Westbound on South Street northbound traffic is obscured from parked cars on private property
3. Commercial Street extension to 267th
4. Improve geometrics at Clearwater and Anaconda intersection.
5. Study of pedestrian routes to school
6. Review of Movie Video access on Commercial

Staff will have a list of approved MoDOT engineers for the meeting.

A. Action Item (ID # 1276)

Sales Tax Project List

Attachments:

Tentative Sales tax Project List (DOCX)

List of Potential Streets (XLSX)

**Tentative Project List
Sales Tax**

	Description	Project Cost	Construction Year
1	Mechanic	\$510,000	2015
	Jefferson Parkway Phase 1		2017
2	and Design for Phase 2 and Waters Rd	\$3,136,700	
3	East Elm Street	\$1,287,780	2019
4	West Wall Street	\$1,273,364	2021
5	King Street	\$1,350,000	2022
6	East Washington	\$331,080	2023
	Total	\$7,889,000	

Attachment: Tentative Sales tax Project List (Sales Tax Project List)

COLLECTOR STREETS

Item #	Location	Estimated Cost	Accumulative	Location
1	West Wall Street	\$1,273,000	\$1,273,000	Oakland to Independence
2	Jefferson Parkway Phase 1	\$2,637,000	\$3,910,000	Locust to Community Center
3	Jefferson Parkway Phase 2	\$1,940,000	\$5,850,000	Community Center to Waters
4	East Elm Street	\$1,288,000	\$7,138,000	Mechanic to Lincoln
5	Waters Road	\$2,962,000	\$10,100,000	Highway 291 to Jefferson
SUBTOTAL		\$10,100,000		

RESIDENTIAL STREETS

Item #	Location	Estimated Cost		Location
6	Highland Drive	\$1,306,000	\$11,406,000	Mechanic to Short
7	East Washington	\$331,000	\$11,737,000	Independence to Highland
8	Butler Drive	\$549,000	\$12,286,000	Mechanic to Polk
9	Bradley Avenue	\$1,201,000	\$13,487,000	Ash to Pearl
10	North Lexington Street	\$2,800,000	\$16,287,000	Mechanic to Lancelot
SUBTOTAL		\$6,187,000		

ADDITIONAL RESIDENTIAL

Item #	Location	Estimated Cost		Location
11	W. Elm Street	\$805,000	\$17,092,000	Bradley to Price
12	S. Lexington	\$1,175,000	\$18,267,000	Mechanic to South Street
13	E. Chestnut Street	\$800,000	\$19,067,000	Independence to Bradley
14	King Street	\$1,350,000	\$20,417,000	Mechanic to Ash
15	Halsey Avenue	\$700,000	\$21,117,000	Mechanic to Elm
16	Main Street	\$850,000	\$21,967,000	Lee to South
17	Lee Street	\$535,000	\$22,502,000	Independence to Butler Dr.

18	Finney Street	\$450,000	\$22,952,000	Highland to Eastwood
19	Shady Lane	\$350,000	\$23,302,000	Lake to Bradley
20	Pine Street	\$800,000	\$24,102,000	Bradley to Price
21	Forest Street	\$650,000	\$24,752,000	Lexington to Bradley

SUBTOTAL \$8,465,000

TOTAL \$24,752,000

* Proposed width = 2 x 12'
lanes + 2' C&G each side



STAFF REPORT

TO: Public Works Committee
FROM: Jerry Gibbs, Director
DATE: December 23, 2013
SUBJECT: Mechanic Street J4P2257

Type of Item: *Agreement***Background**

Staff has had discussions on the Mechanic Street project with the Public Works Committee since June of 2012. The general discussions were:

- City awarded a \$2.04 M STP grant by MARC which requires the City to a 20% match or \$510,000.
- MoDOT District 4 Engineer Dan Niec agreed to take over the project and the additional project cost if the project cost could be defined in greater detail.
- MoDOT completed a new concept study and total project cost of \$3.227 M
- Utility issues were identified with water and sewer. MoDOT agreed to minimize conflicts and pay for any relocation or replacement of city utilities.

Analysis

The municipal agreement defines the responsibility of the City and MoDOT. It describes the project limits as “Beginning approximately at Log Mile 35.593 (Stella Street) to Log Mile 36.248 (Independence Street) in Harrisonville, MO. The approximate length of the improvement is 0.655 miles.”

The agreement states the City will be responsible for maintaining any street lights and sidewalks. MoDOT will design, acquire right-of-way, pay for sewer replacement and laterals, water services, stormwater, overruns and other project related expense. Issues that are still outstanding are:

- School crossings at Price and Highland
- Access through the construction site for emergency vehicles during construction

City Attorney Steve Mauer is reviewing the draft language. At the date of this report some changes had not been made to the agreement to reflect all of MoDOT's commitments. Staff is recommending the Public Works Committee forward a positive recommendation for the

adoption of a resolution supporting the Municipal Agreement for the Mechanic Street Project
MoDOT #JP2257 to the Board of Alderman

Council Bill No.

Resolution No.

Mechanic Street Agreement is attached.

CCO Form: DE11
 Approved: 04/93 (CEH)
 Revised: 03/10 (MRA)
 Modified:

Municipal Agreement
 Route: 7
 County: Cass
 Job No.: J4P2257

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street.

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

Route 7 beginning approximately at Log Mile 35.593 (Stella Street) to Log Mile 36.248 (Independence Street) in Harrisonville, MO. The approximate length of the improvement is 0.655 miles.

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

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

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

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

Attachment: J4P2257 DE11 Municipal Agreement Harrisonville - with funding final to city (4a) (Mechanic Street J4P2257)

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

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for actual costs incurred for right-of-way acquisition pursuant to the Payment Responsibilities section of this agreement.

(9) UTILITY RELOCATION:

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

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

(C) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or

alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(D) City utility costs, including associated design and surveying, will be reimbursed to the City through a separate Utility Agreement.

(10) LIGHTING

(A) The Commission will install a basic highway intersection lighting system at locations with the improvement at the cost and expense as outlined in the Cost Apportionment Agreement. The City shall operate and maintain the basic highway intersection lighting system improvement, as detailed in the project construction plans and in accordance with the Missouri Department of Transportation's Engineering Policy Guide, at its sole cost and expense, including the cost of electrical current for the operation of the lighting. The City shall provide and maintain power at the locations designated. The construction, installation, and maintenance of any future lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(B) MAINTENANCE BY CONTRACT:

(i) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(ii) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(C) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Traffic Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City

will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(D) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

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

(11) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is Three Million Two Hundred and Twenty-seven Thousand dollars (\$3,227,000). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, right of way incidentals, utility relocation, project construction, and work inspection.

(B) The Entity has been allocated Federal Surface Transportation Program (STP) funds of Eighty percent (80%) of the eligible total project costs, up to a maximum of Two Million Forty Thousand Dollars (\$2,040,000). The funding from STP-Urban funds programmed through the Mid-America Regional Council. The Entity authorizes the Commission to use these funds on this project. The total federal allocation under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding.

(C) The Entity shall remit a check in the lump sum amount of Five Hundred Ten Thousand Dollars (\$510,000), no more/no less, at least five days prior to the advertisement. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project. The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy.

(D) The Commission is 100% responsible for the preliminary

engineering costs associated with this project. In addition, the Commission is 100% responsible for the balance of the total project cost in excess of Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000). In addition, any underruns on the project will be applied to the Commission's share of the project.

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

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

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

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

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

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-

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

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way, lighting installed with the improvement (including power supplies, control boxes, conduit, pull boxes, poles, and luminaires), and decorative enhancements that may be installed with the improvement, or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

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

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

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

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

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

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

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

(24) INDEMNIFICATION:

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

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

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

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

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

as provided by federal and state constitution or law.

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

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

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

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

(A) To the City:

Mr. Kevin Wood, Mayor
300 E Pearl Avenue
Harrisonville, MO 64701
Phone No: (816) 380-8900
Facsimile No: (816) 380-8906

(B) To the Commission:

Mr. Dan Niec, District Engineer
Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086
Phone No: (816) 622-6500
Facsimile No: (816) 622-6323

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

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any

interest in this Agreement without the prior written consent of the Commission.

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

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

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

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

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

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

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

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

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

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

Executed by the City this ____ day of _____, 201__.

Executed by the Commission this ____ day of _____, 2014.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

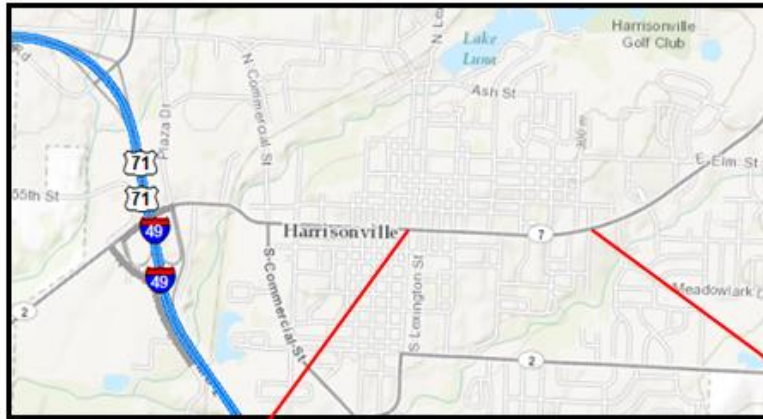
By: _____

Title: _____

Ordinance Number _____

Attachment: J4P2257 DE11 Municipal Agreement Harrisonville - with funding final to city (4a) (Mechanic Street J4P2257)

EXHIBIT A Project Location



Project Limits:

- Harrisonville from Independence Street to Stella Street
- 0.655 miles
- SB Log Miles 35.593 to 36.248

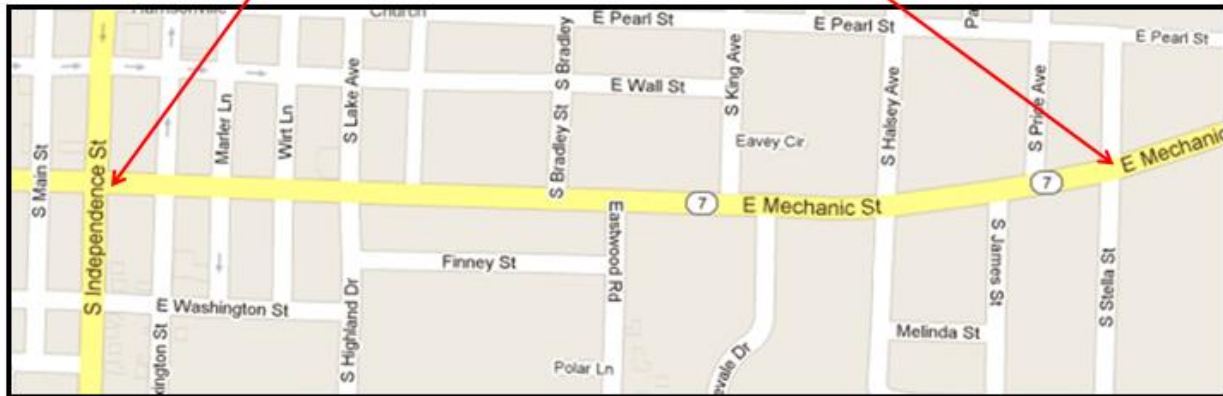


Exhibit B

Project Name: Route 7 Improvements, City of Harrisonville
MoDOT Job #: 4P2257
Description: Roadway improvements; including widening, curb and gutter and sidewalk improvements

Total Project Cost Estimate:

	Current Estimate	Cost Apportionment Eligible
Preliminary Engineering	\$409,000	\$
Right of Way	\$72,000	\$72,000
Right of Way Incidentals	\$10,000	\$
Utilities	\$117,000	\$117,000
Construction	\$2,403,000	\$2,403,000
Construction Contingency	\$48,000	\$48,000
Inflation	-	-
Inspection and Letting	\$168,000	\$
Total	\$3,227,000	\$2,640,000

Project Responsibilities:

Design	Commission
Right of Way Acquisition	Commission
Letting	Commission
Inspection	Commission

Financial Responsibilities:

Commission	\$677,000
City of Harrisonville	\$2,550,000
Total:	\$3,227,000

How are overruns and underruns handled? The Commission will be responsible for all over and underruns.



STAFF REPORT

TO: Public Works Committee
FROM: Eric Patterson, Asst. Director
DATE: December 19, 2013
SUBJECT: Public Works Update January 2014

Type of Item: Report**WATER SYSTEMS**

- **KC Water Transmission Main:**
 - Kansas City Public Utilities was sent an email requesting suspension of future payments until resolution of Lees Summit purchase of the City's 5 mgd capacity
 - Sean Hennessey, CFO is discussing if transferring of payment obligation to Lees Summit during negotiations is doable.
 - Will require all parties to sign a letter of intent
- **Water Treatment Plant Upgrades Phase 1:**
 - Burns and McDonnell has started filter evaluation
 - Conference call with MDNR Dam Safety and Burns and McDonnell. Revising scope of overflow evaluation and solutions.
- **East Washington/South Lexington Waterline Improvements-**
 - Contractor is moving along, about 2 blocks completed 12-18-13.

SANITARY SEWERS

- **Ann Street Sanitary Sewer:** contracts signed
- **Foundation Drain Removal Program:** Four applicants submitting authorization paper work
- **CCTV** - video portion is complete - waiting on full training and GPS of manhole locations. Meeting with Redzone to discuss next steps on 1-8-14
- **Eastwood Sanitary Sewer Reroute:** Engineering is done waiting on easements
- **Clark Sewer** - Construction start delayed due to concrete manhole supplier delays
- **WWTP sludge removal** - 2013 and 2014 removal will be combined. Will be trying a different disposal process. Will need city attorney to review contract language.

STORMWATER

- **Morningview Storm Drainage Improvement Project:** Four easements acquisitions are required before the project can be bid.
- **Chateau** - Reviewing survey proposal

GENERAL/TRANSPORTATION

- **Energize Missouri:**
 - Energy saving audit underway. Results should be available by end of month.
- **Mechanic Street-**
 - MODOT is in design phase
 - Tentative bid date Spring 2015
 - Municipal Agreement under review
- **291 Partners in Progress-**
 - MODOT is completing the R/W acquisition phase.
 - Offers have been submitted to all affected landowners
 - Utility relocation (electric, gas, cable) cannot start until R/W is cleared by MODOT.
 - Water and sewer will be bid as part of the overall contract
- **North Independence Bridge -**
 - Footings poured 12-19-13
 - Will be breaking cylinders to determine if cold weather affect concrete strength
- **2013 Sidewalk Program:** Construction has started.

A. Discussion Item (ID # 1273)

Public Works Update



STAFF REPORT

TO: Public Works Committee
FROM: Jerry Gibbs, Director
DATE: December 23, 2013
SUBJECT: December 2013 Airport Report

Type of Item: *Report***Hangar and Tie Down Space:**

- No Hangars are available, 12 confirmed people on the waiting list
- 6 Tie down spots available

Fuel:

- Potential jet fuel sales - approx. 350 gallons
- 100LL - our current price is \$5.70 per gallon
- Fuel prices in our service area:

Lee's Summit	\$5.28 per gal.
Ottawa	\$5.89 per gal.
Grain Valley	\$5.49 per gal.
Johnson County	\$6.30 per gal.
Butler	\$5.70 per gal

AVGAS Sales: (Nov. 25th to Dec. 23rd)

- | | |
|---------|----------------------|
| ▪ Price | \$5.70 per gallon |
| ▪ | Gallons Sold 251.520 |
| ▪ | Revenue \$1,433.67 |
| ▪ | Profit \$176.06 |

Airport Layout Plan & GIS Project:

Our consultants have hired a subcontractor, Woolpert, ins., to perform the surveying work for the GIS project at the airport. They have completed the initial surveying and gathered the initial information necessary to establish a profile with the FAA and enter data onto the national website.

Once Woolpert is done with the rest of the surveying, Lochner will begin the ALP update using that information.

Airport Appraisal and Land Lease:

MoDOT is currently reviewing the Airport Appraisal and Land Lease Agreement, once they have commented the agreement will be brought to the Public Works Committee for review.

A. Discussion Item (ID # 1274)

December 2013 Airport Report

Attachments:

Potential Jet Fuel Sales PWC 1-2-14 (XLS)

POTENTIAL JET FUEL SALES

(in gallons)

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	ANNUAL TOTAL
2003	?	?	1,700	2,300	2,300	2,500	2,000	2,500	1,800	1,500	1,200	1,400	19,200
2004	1,800	2,500	3,500	2,500	1,500	1,500	3,000	2,800	2,000	2,000	3,200	3,400	29,700
2005	2,100	1,400	1,200	2,200	2,400	2,000	1,500	1,000	2,000	1,500	1,000	1,300	19,600
2006	1,000	1,500	1,800	1,800	1,000	1,300	1,000	1,200	1,500	1,000	1,100	800	15,000
2007	500	1,000	1,000	1,200	1,000	1,200	1,000	500	600	500	300	200	9,000
2008	200	200	200	100	100	200	300	400	200	250	150	100	2,400
2009	150	100	100	150	200	250	150	250	150	150	100	100	1,850
2010	250	350	250	150	150	100	100	150	100	0	200	250	2,050
2011	350	300	250	200	250	200	250	350	200	200	250	200	3,000
2012	150	250	150	200	400	300	200	200	300	200	350	100	2,800
2013	350	250	150	200	250	300	450	250	200	350	550	350	3,650