AGENDA
CITY OF HARRISONVILLE
PUBLIC WORKS COMMITTEE
REGULAR MEETING
CITY HALL
FEBRUARY 6, 2014
6:00 PM

I. Call to Order

A. Roll Call

II. Approval of Minutes

A. Public Works Committee - Regular Meeting - Jan 2, 2014 6:00 PM

III. Agenda Items

A. Transportation Sales Tax Projects

B. Utility Design Reimbursement

C. Raw Water infrastructure Improvements- Amendment 2

D. Acceptance of Oakland Cemetery

E. Purchase of John Deere 444K Loader for the Street Department for $116,160 from Murphy Tractor & Equipment Company

IV. Public Works Project Updates

A. Public Works Update

V. Airport Reports

A. AIRPORT REPORT

VI. General Discussion

VII. Adjourn

This meeting will be open to the public.

Posted on City Hall Bulletin Board this 30th day of January 2014

_____

Kim Hubbard, City Clerk

Publish 1/30/2014 4:45 PM

DRAFT

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

Minutes Acceptance: Minutes of Jan 2, 2014 6:00 PM (Approval of Minutes)

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	Absent	
Ivan Stull	Chair	Present	
Bill Mollenhour	Member	Absent	

Others present: Public Works Director Jerry Gibbs, Assistant Public Works Director Eric Patterson, City Administrator Keith Moody, Finance Director Mike Tholen, Street Superintendent Rodney Jacobs, and City Clerk Kim Hubbard.

II. Approval of Minutes

A. Public Works Committee - Regular Meeting - Dec 5, 2013 6:00 PM Accepted

Minutes were approved.

III. Agenda Items

A. Sales Tax Project List

Mr. Gibbs reviewed the anticipated sales tax project list and noted the City would pursue Surface Transportation Program Funds (STP) and explained how those funds can be utilized.

Mr. Moody encouraged the aldermen to contact their constituents and get their feedback. Updates to Wall Street were discussed and how expensive the project would be. Alderman Coburn asked if there could be a traffic count done on Wall Street and Mr. Patterson stated would discuss it with Chief Hofer.

Publish

There was also discussion on the Jefferson Parkway project and that a STP application would need to be submitted prior to the election as it takes approximately six (6) to eight (8) months to process.

Mr. Gibbs reviewed Traffic Engineering Assistance Programs (TEAP) and the consensus of the committee was to move forward with submitting the intersection of South Street and Commercial Street for this program.

B. Mechanic Street Agreement is attached. Recommended

Mr. Gibbs reviewed the agreement with Missouri Highways and Transportation Commission Municipal Agreement for the Mechanic Street Project. Mr. Gibbs reported that City Attorney Mauer has reviewed the agreement and that were minor changes made to some of the language and that this item will be put on the agenda for the January 20th Board of Aldermen meeting.

Mr. Gibbs also reported there would be a public meeting held in February, tentatively scheduled for the 20th, regarding this project and that MoDOT would be sending out invitations to residents along Mechanic Street.

C. Discussion on Lexington Street

Discussion took place on the access to the new police facility from Lexington Street and the possibility of making Lexington a two way street beginning at Pearl Street. There was also discussion about closing off of the alley at Lexington Street and allowing parking only on the east side of Lexington.

Staff was directed to make a map of the proposed changes to the street and alley for the next meeting.

IV. Public Works Project Updates

A. Public Works Update

Mr. Gibbs reviewed the public works update and distributed a monthly water system facilities plan report from Burns and McDonnell.

V. Airport Reports

A. December 2013 Airport Report

Mr. Gibbs reviewed the airport report.

VI. General Discussion

VII. Adjourn

Alderman Coburn moved to adjourn the meeting. Mayor seconded the motion and it was approved. The meeting adjourned at 7:04 p.m.

Minutes Acceptance: Minutes of Jan 2, 2014 6:00 PM (Approval of Minutes)

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

ATTEST:

_____
Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Jan 2, 2014 6:00 PM (Approval of Minutes)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Public Works Committee**

FROM: **Jerry Gibbs, Director**

DATE: **January 23, 2014**

SUBJECT: **Transportaion Sales Tax Projects**

Type of Item: *Report*

A list of street projects needs to be finalized prior to beginning the education process to inform the voters of the projects prior to Election Day. An early disclosure of the projects list will allow time to provide modifications to the list if public support suggests other projects should be considered. The desired target level is $8,000,000. The following projects have been discussed at the Committee level and presented to the Board of Alderman. In addition the Strategic Implementation Committee as well as members of the Community Transportation Advisory Committee have been asked to provide input on the list, they have been invited to the Public Works Subcommittee meeting.

	Description	**Project Cost**	**Proposed Construction Year**
1	Mechanic	$ 510,000	2015
2	East Elm Street	$1,287,780	2017
3	Jefferson Parkway Phase 1 and Design for Phase 2 and Waters Rd	$3,136,700	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**	

An additional $200,000 annually will be allocated for enhance street maintenance - includes combination of mill and overlay, micro-surfacing, chip seal and other surface treatment applications.

An STP grant is anticipated to be applied for Jefferson Parkway. To be an eligible project, the street must be classified as a collector in STP (State Transportation Plan) and grant money cannot be used for design or R/W acquisition. Projects are individually scored. An entity may have more than one project. Projects receiving the highest score receive funding first until the funding runs out. Approximately $19 M is anticipated to be awarded. The grants are 80% Federal funding 20% Local match required.

A list of additional projects considered is attached.

A. Discussion Item (ID # 1304)

Transportaion Sales Tax Projects

Attachments:

Potential Streets for Reconstruction 1-23-14 (PDF)

History of One Cent General Operating Sales Tax Spent on Streets (PDF)

COLLECTOR STREETS

Item #	Location	Estimated Cost	Accumulative	Location
1	Jefferson Parkway Phase 2	$1,940,000	$1,940,000	Community Center to Waters
2	Waters Road	$2,962,000	$4,902,000	Highway 291 to Jefferson
	SUBTOTAL	**$4,902,000**		

RESIDENTIAL STREETS

Item #	Location	Estimated Cost		Location
3	Highland Drive	$1,306,000	$6,208,000	Mechanic to Short
4	Butler Drive	$549,000	$6,757,000	Mechanic to Polk
5	Bradley Avenue	$1,201,000	$7,958,000	Ash to Pearl
6	North Lexington Street	$2,800,000	$10,758,000	Mechanic to Lancelot
	SUBTOTAL	**$5,856,000**		

ADDITIONAL RESIDENTIAL STREETS

Item #	Location	Estimated Cost		Location
7	W. Elm Street	$805,000	$11,563,000	Bradley to Price
8	S. Lexington	$1,175,000	$12,738,000	Mechanic to South Street
9	E. Chestnut Street	$800,000	$13,538,000	Independence to Bradley
10	Halsey Avenue	$700,000	$14,238,000	Mechanic to Elm
11	Main Street	$850,000	$15,088,000	Lee to South
12	Lee Street	$535,000	$15,623,000	Independence to Butler Dr.
13	Finney Street	$450,000	$16,073,000	Highland to Eastwood
14	Shady Lane	$350,000	$16,423,000	Lake to Bradley
15	Pine Street	$800,000	$17,223,000	Bradley to Price
16	Forest Street	$650,000	$17,873,000	Lexington to Bradley
	SUBTOTAL	**$7,115,000**		
	TOTAL	**$17,873,000**		

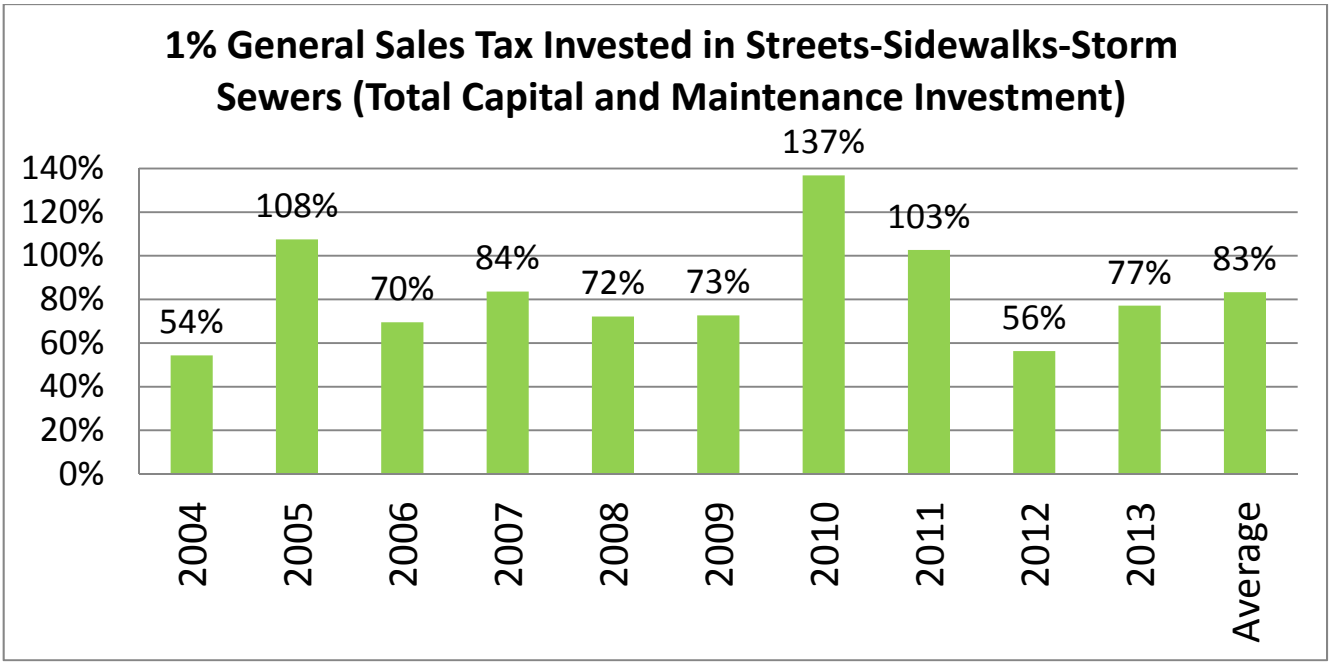
* Proposed width = 2 x 12' lanes + 2' C&G each side

Attachment: Potential Streets for Reconstruction 1-23-14 (Transportaion Sales Tax Projects)

History of One Cent General Operating Sales Tax Spent on Streets-Sidewalks-Storm Water

Transportation Sales Tax Question- We received a question asking if the one percent sales tax passed in 1977 was to support street and sidewalks. The 1977 Board did commit 38% of the 1% general operations sales tax to street and sidewalks. That Board passed Ordinance 1160 which indicated how they intended to use the funds, and "challenged" future boards to continue with this allocation. In addition to the 38% committed to streets and sidewalks, that Board committed 53% of the tax to support water and sewer operations, and 9% to parks. Today, the practice of funding utility operations with taxes is contradictory to generally accepted accounting principles.

Staff has compiled the history of how much has been spent on Streets-Sidewalks-Storm Water (maintenance and capital investment) during the last 10 years. During that time 83% of the one cent general sales tax has been invested in this specific service area.



The 1977 Board committed "9% or a maximum of $30,000 a year" to the park system. During the past four years the City's general fund has contributed, on average, $316,000 per year to the Parks (ten times more than the original commitment). This equates to 16% of the annual one cent general sales tax revenue stream. Therefore, between streets-sidewalks-storm water and parks 99% of the one cent sales tax revenues are spoken for leaving roughly $20,000 to support all of the other services funded from the General Fund.

It is also important to know that in 1977-78, the City's total property tax levy was $1.85 whereas our tax levy for 2014 is $.6938 (a 62.5% decrease). In addition to subsidizing utility operations with a portion of the sales tax, the 1977 Board was also subsidizing utility operations with property taxes as 24% of the property tax levy was being used to pay debt service on the water/sewer utility. The City no longer engages in this practice. Utility fees generate the revenue necessary to make debt service payments on utility-related debt.

The point of all this is, historically, Harrisonville had kept utility costs low through higher taxes. However, over the past 37 years, the taxes paid by residents has declined to where, today, Harrisonville has among the lowest tax obligation per family in the metro with no tax subsidy provided to utilities. Taxes are the appropriate method of funding streets and sidewalks and Harrisonville has the benefit of being able to increase taxes while keeping the cost of living well below that of competing communities.

Attachment: History of One Cent General Operating Sales Tax Spent on Streets (Transportaion Sales Tax Projects)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Public Works Committee**

FROM: **Jerry Gibbs, Director**

DATE: **January 27, 2014**

SUBJECT: **Utility Design Reimbursement**

Type of Item: *Presentation*

Background

The Mechanic Street Project (MoDOT J4P2257) is approximate 0.655 miles length and will rebuild the existing three lane road and add a third lane with curb & gutter/sidewalks between Independence and Price Street. The second reading of the Municipal Agreement for this project is schedule for 2-3. The Agreement outlines MoDOT and the city's responsibilities. The City is required to provide the $2.05 M in STP funding received from MARC and the $510,000 match. MoDOT will be required to pay for all additional costs including R/W, City utilities required to be moved or replace and project overruns.

Analysis

Staff had an opportunity to see the draft preliminary plans for the first time on Tuesday.

The tentative project schedule is:

- Preliminary Plans Review by Core Committee
- Public Works Committee 3-6-14
- Public Meeting - 03/11/2014
- Preliminary Plans Approved - March 2014
- Right of Way Plans Approved - March 2014
- Right of Way Acquisition - 11/15/2014
- PS&E Submittal - 12/15/2014
- City Funds Deposited - 01/2015
- Letting - 02/2015
- Project Length -1 construction season

Staff had an opportunity to see the draft preliminary plans for the first time on Tuesday. Initial observation was the widening of the road and maintaining a reasonable grade through the drainage areas is creating challenges to keep water from ponding at each driveway entrance. No cross sections were available to determine the impact to R/W and provide insight in to the drainage issues. MoDOT has requested additional time to work through these problem areas. The meeting with the Committee and the public is postponed until March.

MoDOT has agreed to verbally to reimburse the City for the design of the utilities and surveying. The city entered into a contract with TREKK Design in the amount of $99,978. The Utility Agreement could not be adopted until the Municipal Agreement was approved. Staff is recommending forwarding a positive recommendation to the Board of Alderman.

Council Bill No.

Ordinance No.

Utility Design Reimbursement

CCO Form: UT04
Approved: 1/98 (BDG)
Revised: 12/12 (AR)
Modified:

Route 7
County Cass
Job No. J4P2257

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
UTILITY AGREEMENT-ACTUAL COST

(For Utility Work That is to be Included in the
Missouri Highways and Transportation Commission's Road Project)

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

WITNESSETH:

WHEREAS, the Commission proposes to construct and improve a section of state highway designated as Job No. J4P2257, Route 7, Cass County, in the vicinity of Stella Avenue, in accordance with certain road plans on file in the office of the County Clerk of Cass, Missouri; and

WHEREAS, in order to improve said highway in accordance with said plans it will be necessary to adjust certain facilities at the Commission's cost in accordance with Paragraph 11(E) in the Municipal Agreement marked Exhibit "C" in order to maintain the present services of the City, such changes being generally shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

(1) RELEASE: The City releases to the Commission such right, title, and interest which the City may have in and to the right of way of said state highway, as specifically described in a separate easement.

(2) COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG): The City agrees that the detail plan and estimate of cost for the required adjustment of City's facilities has been prepared in accordance with the provisions of the Federal-Aid Policy Guide (FAPG), 23 C.F.R. 645A, dated December 9, 1991, and any amendments thereto which by reference are made a part of this Agreement.

(3) UTILITY WORK TO BE INCLUDED IN COMMISSION'S PROJECT: The Commission hereby agrees to include, as part of its contract for the public improvement contemplated above, all labor, equipment, and materials necessary to adjust the City's utility facilities in accordance with plans and specifications prepared by the City and

Attachment: Utility Design Agreement Reimbursement (Utility Design Reimbursement)

approved by the Commission. The plans and specifications shall be furnished to the Commission in sufficient time for the Commission to include them in the public improvement contract. The plans, specifications and estimate of cost shall be used by the Commission to establish funding for this project. The Commission will advertise the public improvement, receive bids, and award a contract for the public improvement in accordance with its normal practice for awarding contracts for highway construction.

(4) NOTICE OF CONTRACT PRICE: Upon execution of the contract for construction of highway improvements, the Commission shall notify the City of the contract unit price for installation of said utility facility.

(5) CITY CONTRACTING OPTION: If the City has an obligation for part of the cost as shown in Paragraph (8)(B) and it determines the contract unit prices in paragraph (4) are excessive, the City shall inform the Commission that it will arrange for the relocation work to be performed by its contractor. The City's contractor shall be ready to perform the relocation work and shall coordinate the work with the Commission's contractor so there are no delays to the Commission contractor's work schedule.

(6) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the City/Company agrees that changes in the costs will be covered by a change order having approval of the City, Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 C.F.R. 645A.

(7) MAINTENANCE: Upon completion of the project, the utility facilities will become the property of the City and the City agrees to accept responsibility for all maintenance work thereon. All obligations of the Commission under this Agreement shall thereupon cease and terminate. The City shall maintain such property in a way that no personal or property damage occurs to the Commission or the general public. The City shall indemnify and save harmless the Commission from damages or injuries resulting from City maintenance of the property. Any future work on the adjusted facilities requiring excavation or any future maintenance work in or under Commission right of way will be performed in accordance with the terms of a permit that will be issued to the City by Commission's District Engineer for such work.

(8) COST: The obligation toward cost of work under this Agreement is as follows:

(A) Consultant Engineering: The maximum not to exceed fee for surveying and engineering services by consultant engineers is $99,978. The Commission's obligation toward the cost of design and construction engineering shall be 100% of the actual cost thereof, which obligation is now estimated to be $99,978. The City's obligation toward the cost of design and construction engineering shall be 0% of the actual cost thereof, which obligation is now estimated to be $99,978. The Commission shall deliver a check in the amount of $99,978 to the City within sixty (60)

Attachment: Utility Design Agreement Reimbursement (Utility Design Reimbursement)

days after the execution of this Agreement for the cost of surveying and engineering services performed by consulting engineers. If 100% of the actual cost of surveying and engineering services by consulting engineers is less than $99,978, the City shall refund the excess amount to the Commission. If 100% of the actual cost is greater than $99,978, the City shall invoice the Commission for the amount in excess of $99,978. The maximum design and construction engineering fee of $99,978 shall not be exceeded without the Commission's approval.

(B) Obligations: The total cost of the utility adjustment is estimated to be $446,500. The Commission's obligation toward the cost of this work shall be 100% of the actual cost thereof, which obligation is now estimated to be $446,500. The City's obligation toward the cost of this work shall be 0% of the actual cost thereof, which obligation is now estimated to be $0. The Commission's obligation shall extend only to those costs incurred under the provisions of FAPG 23 CFR 645A.

(9) DEPOSITED FUNDS: The City agrees that all funds deposited by it with the Commission under this Agreement may be commingled by the Commission with similar monies deposited from other sources. Such deposits may be invested at the discretion of the Commission in such investments allowed for other state funds. All interest income shall be payable to the fund and credited to the City on its pro rata share of the investment. If the amount deposited with the Commission shall be less than the actual obligation of the City, any interest credited to the City shall be used by the Commission in fulfillment of the City's obligation. If the actual cost of the City's obligation exceeds both the deposit and interest accrued, the City shall, upon written request by the Commission's District Engineer, forward to the Commission any amount necessary to pay the actual cost of the City obligation under this Agreement. If the actual cost of the City's obligation is less than the deposit and interest accrued, the excess amount shall be refunded to the City.

(10) COMMISSION'S USE OF CITY'S EASEMENT: The City agrees to allow the Commission's contractor and sub-tier contractors access to the City's easements to make the adjustment to the City's facilities. The City agrees to acquire and allow access to temporary construction easements to make the necessary utility adjustments.

(11) AUDIT OF RECORDS: The City shall require its staff and consulting engineer to accumulate and retain detailed and accurate account of all labor, supplies, incidentals, and necessary costs involved with design and construction engineering for utility facilities as stated in paragraph 8. These records must be available to the Commission during this contract period and any extension thereof, and for three (3) years from the date of final payment at no cost to the Commission.

(12) FINAL INVOICE SUBMITTAL: After completion of the utility work, the City agrees to submit a final invoice for the cost of reimbursable engineering and other eligible City costs to the Commission within sixty (60) days or as mutually agreed to by the Commission's resident engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow

Attachment: Utility Design Agreement Reimbursement (Utility Design Reimbursement)

the format of the original cost estimate (Exhibit B) when possible to promote timely processing by the Commission. The Commission's resident engineer will process the final invoice as soon as possible after receipt of the final invoice. The Commission's resident engineer will submit a final invoice to the City for its obligation of the total cost of the utility work.

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

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

(15) CITY REPRESENTATIVE: The City will provide a duly authorized representative to perform inspection and approve changes to the plan of adjustment which may add or delete work from this Agreement. The resident engineer's staff will provide inspection for the adjustment of the City's facilities.

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

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

(18) 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.

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

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

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

Attachment: Utility Design Agreement Reimbursement (Utility Design Reimbursement)

Executed by the City this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY (City of Harrisonville)

By _____

Print Name _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

[If needed to authorize a city official to execute the agreement.]

Ordinance No. _____

f:\de\utility\ut4 reimbursable agreement actual cost (commission project).doc

Attachment: Utility Design Agreement Reimbursement (Utility Design Reimbursement)

ACKNOWLEDGMENT BY CITY

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

Attachment: Utility Design Agreement Reimbursement (Utility Design Reimbursement)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Public Works Committee**

FROM: **Jerry Gibbs, Director**

DATE: **January 27, 2014**

SUBJECT: **Raw Water infrastructure Improvements- Amendment 2**

Type of Item: *Agreement*

Background - Phase 1 of the Burns and McDonnell Raw Water Infrastructure Improvements have been completed. Phase 2 started the planning and design phase of critical issues such as Kansas City Power and Light reviewing and providing overhead power to the intake structure and Burns and McDonnell reviewing the Overflow Project schedule for this year. Phase 2 began with the filter evaluation and Capital Facilities plan approval. Lake Harrisonville Overflow project was delayed while staff completed discussions with MDNR dam safety staff to help determine the scope of the project.

Analysis - MDNR Dam Safety agreed there were other styles of overflows to consider. They did concede the abandoning or the existing overflow would have challenges. Burns and McDonnell has submitted a proposal to include:

- the inspection of the existing overflow to determine if repair/replacement is critical to be completed now or if scheduling in the future would be appropriate;
- a hydrological study would be completed to determine the maximum flow the overflow/ spillway would need to carry;
- determine if there is additional capacity available by raising the lake elevation without significant structural impacts, and;
- a conceptual design and probable cost would be completed. The first would consider repair and/or replacement of the existing overflow and the second would be s spillway addition at the emergency spillway or down at the south end of the dam.

The estimated price is $59,645.

Staff recommends positive support be sent to the Board of Alderman.

Council Bill No.

Resolution No.

Raw Water infrastructure Improvements- Amendment 2

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT

AMENDMENT No. 2 **Date: December 31, 2013**

THIS AMENDMENT modifies the Agreement dated January 24, 2013 and amended November 14, 2013 made by and between **Burns & McDonnell Engineering Company, Inc.,** hereinafter called ENGINEER, and the City of Harrisonville, a Missouri municipal corporation, hereinafter called the "City," for the following Project: Water Facilities Plan. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement as shown in Exhibit A.

1. The parties agree that ARTICLE II ENGINEER's SCOPE OF SERVICES is amended as follows:
   34. Perform investigation of principal spillway via closed-circuit television to assess its current condition.
   35. Develop Lake Harrisonville design inflow hydrographs for assessment of principal and emergency spillways. If currently adequate, also determine if small incremental increase in normal lake elevation is feasible without significant infrastructure impacts.
   36. Develop conceptual design for replacement principal spillway at Lake Harrisonville.
   37. Develop "order of magnitude" opinions of probable cost for the proposed spillway replacement project.
   38. Prepare draft TM that discusses the need for the spillway rehabilitation, documents the methods and assumptions used in development of the inflow hydrographs, presents the conceptual design for the spillway rehabilitation and an opinion of probable costs for this project, and discusses constructability and permitting issues. After receipt of City comments, issue a final TM for the spillway preliminary engineering study.
   39. Provide project management and quality control/assurance.

2. The following adjustments are made to the ENGINEER's compensation:
   The Fee for Work described in this AMENDMENT shall be the not to exceed amount of $59,645.

3. The time for completion of ENGINEER's Services is adjusted as follows:
   The draft TM will be issued within three months from the time that a signed Amendment from the OWNER is received by the ENGINEER.

4. Other changes to the Agreement, if any, are stated below:
   None.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

Attachment: BMcD Agreement 012913 Final (Raw Water infrastructure Improvements- Amendment 2)

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

CITY: City of Harrisonville, Missouri		**ENGINEER: Burns & McDonnell Engineering Company, Inc.**	
By:	_____	By:	_____
Name:	Keith Moody	Name:	Ron Coker, P.E.
Title:	City Administrator	Title:	Vice President
By:	_____	By:	_____
Name:	_____	Name:	L. Jeffrey Klein, P.E.
Title:	City Clerk	Title:	Project Manager

Attachment: BMcD Agreement 012913 Final (Raw Water infrastructure Improvements- Amendment 2)

Exhibit A

Spillway Preliminary Engineering Study
STAFF HOURS & FEE

Harrisonville. MO

Scope	Hours	Fee	Labor Subtotal	Expenses	Total
SPILLWAY PRELIMINARY ENGINEERING STUDY					
1 Spillway condition investigation (via CCTV)					
Water Resources Engineer (Level 16)	12	2,448			
Civil Engineer (Level 11)	24	3,696			
Detailer (Level 12)	2	328	6,472	4,678	11,150
2 Develop design inflow hydrographs					
Water Resources Engineer (Level 16)	18	3,672			
Civil Engineer (Level 11)	62	9,548			
GIS Specialist (Level 13)	8	1,416	14,636	876	15,512
3 Develop conceptual design for principal spillway					
Water Resources Engineer (Level 16)	12	1,536			
Civil Engineer (Level 11)	40	7,080			
Structural Engineer (Level 13)	16	2,832			
Geotechnical Engineer (Level 16)	8	1,632			
Detailer (Level 12)	8	1,312	14,392	836	15,228
4 Opinion of probable cost					
Water Resources Engineer (Level 16)	4	512			
Civil Engineer (Level 11)	8	1,232			
Estimator (Level 14)	16	3,008	4,752	279	5,031
5 Develop draft/fiinal TM.					
Project Manager (Level 16)	2	408			
Water Resources Engineer (Level 16)	24	4,248			
Civil Engineer (Level 11)	16	2,464			
GIS Specialist (Level 13)	8	1,416			
Detailer (Level 12)	4	656	9,192	537	9,729
6 PM / QA/QC					
Project Manager (Level 16)	8	1,632			
QA/QC Engineer (Level 16)	6	1,224	2,856	139	2,995
TOTALS	**306**	**52,300**	**52,300**	**7,345**	**59,645**

Attachment: Harrisonville Water 012914 lake spillway PES Final (Raw Water infrastructure Improvements- Amendment 2)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Public Works Committee**

FROM: **Keith Moody, City Administrator**

DATE: **January 28, 2014**

SUBJECT: **Acceptance of Oakland Cemetery**

Type of Item: *Report*

Background: The trusties of the Oakland Cemetery (cemetery located south of the rail road tracks on either side of Commercial Street) are requesting the City take over responsibility of the cemetery.

Review: The attached memo from Mr. Mauer reviews the legal issues associated with said action. Also attached is a map depicting the land owned by Oakland Cemetery according to Cass County records. A title search would likely need to be completed to confirm ownership before action by the City.

The trusties maintain lot ownership and internment information in an electronic database which they recently reviewed for accuracy. A map showing lots sold is attached. They have provided this data to the City; we can also incorporate that data into our GIS system. We can keep these records in whichever format we prefer. The trusties have done a wonderful job updating the records management to a modern, easy to understand system. The sale of lots, recording of lots, coordinating of burials, grave marking, inspection of burials and monuments, contracting for mowing, contracting for weed control, maintenance of trees and maintenance of driveways are tasks that would need to be assigned to appropriate staff (in and outside of City Hall).

Trusties have also provided a detail of funds available for operations/maintenance ($57,334) and perpetual care ($161,219). A lot sells for $800 currently. 50% of the price goes into the maintenance account and 50% into the perpetual care account. . In Platte City a lot sells for $600 with all of that amount being placed into perpetual care and a maintenance fee of $1,000 is collected at the time of burial (in addition to burial opening and closing costs of $615) that is placed into the maintenance fund. This may be an approach we want to consider implementing or we may merely want to increase the price of the lot leaving the 50/50 split intact.

Current practice is that the funeral home collects payment for a lot sale as well as the grave opening/closing charge. Lot sale funds would be placed into a separate trust fund for our accounting purposes. In keeping with the cemetery by-laws the principal amount of perpetual care funds would not be spent, interest from these funds would be used to maintain the cemetery.

It is likely that the fees for lots as well as how much of that fee is to be placed into perpetual care will need to be increased.

The cemetery currently has roughly $218,000, that if invested and earning 2% would generate roughly $4,300 annually, or about half of the annual operating expenses (of $8,300). Initially the cemetery's maintenance fund balance (of $57,000) will be able to cover the shortfall. Eventually (in say 10 to 12 years) the maintenance balance will be depleted and the City will need to begin subsidizing the cost of maintenance.

The creek which runs along the east side of the east section of the cemetery is causing land to be washed away that is within 20 feet of occupied graves. This will need to be addressed in the near future. Large monuments are leaning to the point that a person could push them over. The monument owner is responsible for maintenance but when all of the heirs are no longer living it will fall to the City to either right or lay down the stones. A shelter on the east side of the property will eventually either need a new roof and stone repair or it could be removed. The ground over burial sites have not been backfilled after settling so the lawn is uneven.

Accounting and budgeting for the cemetery would not pose a need for additional staffing.

Recommendation: Although the City is not obligated to take over managing the cemetery it could be in our best interest to work with the cemetery trusties in order to avoid the records getting lost, funds being depleted and the property falling into a neglected state, followed by a public outcry for the City to remedy the situation. I am confident the City will have to subsidize the operation of Oakland Cemetery. I am also confident the City would ultimately be put under public pressure to address a neglected cemetery located in a high visibility area inside our community. Therefore I believe accepting the cemetery in an amicable manner is the better approach on this issue.

C. Discussion Item (ID # 1308)

Acceptance of Oakland Cemetery

Attachments:

Oakland Cemetery- Lots Sold Map 12-12-13(PDF)

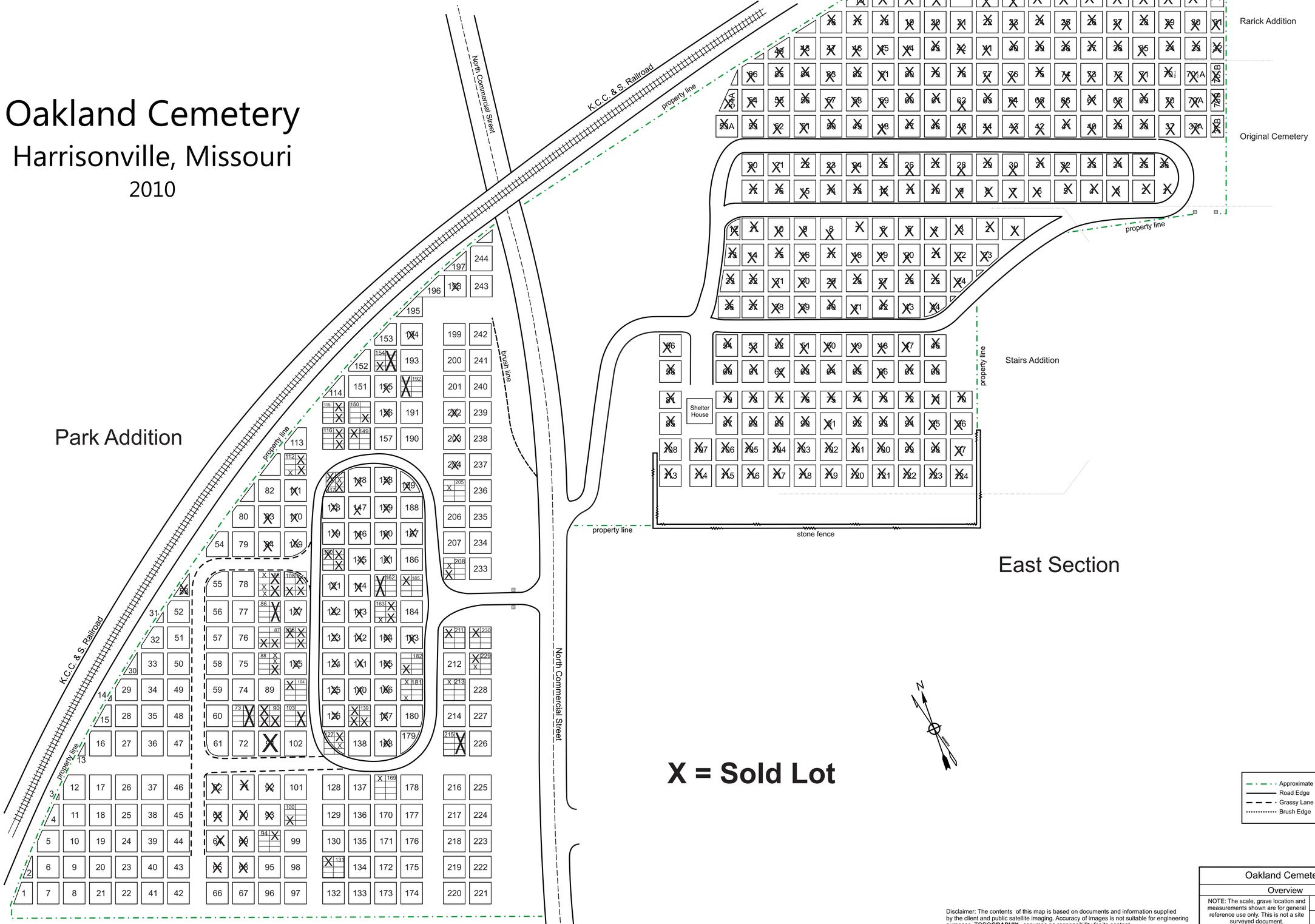
Oakland Cemetery Property Ownership Map from County (PDF)

Oakland Cemetery Memo from City Attorney- 11-27-13 (PDF)

Oakland Cemetery

Harrisonville, Missouri

2010



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Oakland Cemetery	
Overview	
NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.	Scale 1"= 40'
	Sheet 1 of 1

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Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

Harrisonville, Missouri

2011

Park Addition North Part

199 — Carlyle Jeremiah W

242

244

197

196 — property line

198 — Lester Herbert Benton; Lester Luerena Mabel; Lester Brice Benjamin

243

195

153

194 — Powell Gussie Lucille; King Eula Mae; Bridgewater Lucy Ann; Akers Infant Twin Daughters; Bridgewater William

A

B

113 — property line

112 — Smith Lula N Martin; Smith Charles Sidney

82

111

80

83

110

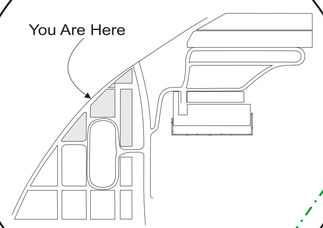
54

79

84 — Koger Ernest Henry; Koger Elsie V; Carmichael Roy Lillard; Carmichael Clara B

109 — Deshazer Theron Omer; Deshazer Edra Irene

You Are Here



0 5 10 15 20 40
SCALE: 1" = 20'

152

154 — Little James O; Little Florence Olive

193

B

114

151 — Lamb Marker Unknown

155 — Davis Richard Eugene; Creager Rosa Mae; Alburtis Sarah Opal; Wildeboor Mary Edith; Young Herschel Leroy; Wildeboor Robert Carl

192 — Young Mary Kathryn

115 — Sobba Marlin Joseph; Sobba Delphine Lorraine

150 — Bussell Verna Marguerite; Bussell Robert L; Bussell Lillian Edgar; Bussell Hugh Francis; Bussell Jeffrey Roland; Bussell Dorothy Ellen; Bussell Francis Granville

156 — Tieman Vera Aldena; Tieman Lee Roy Oscar; Hall James Wesley; Tieman Jo Anne; Adolph T Gertude; Tieman Arthur Jerold

191

116 — Getty Lawrence George; Getty Bridget Ann

149

157 — Brown Lillie Virginia; Ponton Ulcy Alfred; Brown Charles E; Ponton Emeline E

190

200

241

A

201

240

202 — Ingram Tina Gilbert; Ingram Mary Loretta; Ingram Laurel L; Ingram James W

239

203 — Ingram Rossie Susie; Pruett Shirley Patricia; Ingram Ira Luther; Pruett Charlotte Ann; Kendall James William; Pruett Edna Jewell; Hailey Dovie D; Pruett Sherman Edward

238

204 — Flippo Florida; Flippo Riley Martin; Flippo William Bert; Cooley Lydia Odessa; Jones Virgie; Cooley Archie Elsworth

237

205

236

206

235

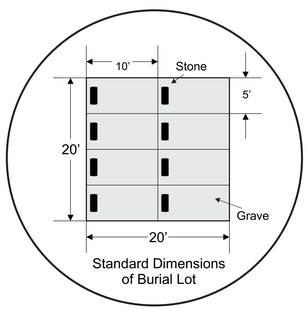
207

234

208

233

brush line



Standard Dimensions of Burial Lot

Approximate property line
Road Edge
Grassy Lane Edge
Brush Edge

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Oakland Cemetery	
Park Addition - North Part	
NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.	Scale 1"= 20'
	Sheet 1 of 2

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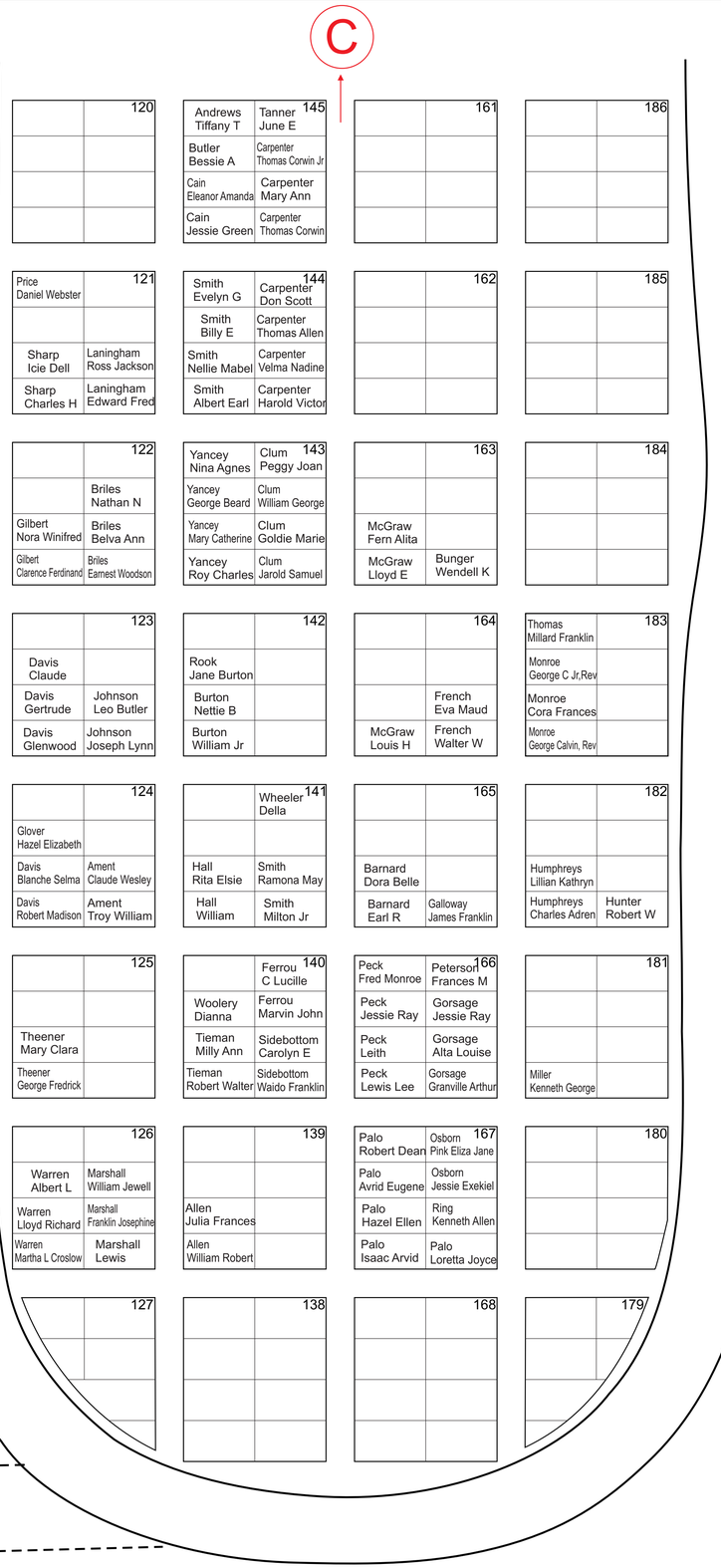
Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

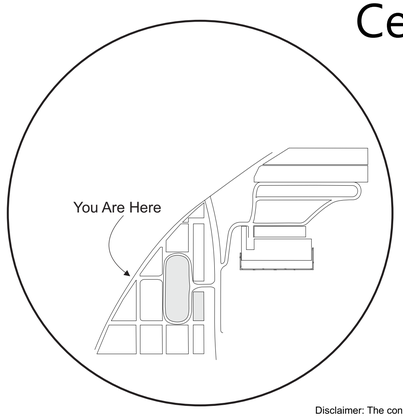


Oakland Cemetery

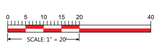
Harrisonville, Missouri

2011

Park Addition
Center East Part



Approximate property line
Road Edge
Grassy Lane Edge
Brush Edge



Oakland Cemetery	
Park Addition - Center East Part	
NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.	Scale 1"= 20'
	Sheet 1 of 3

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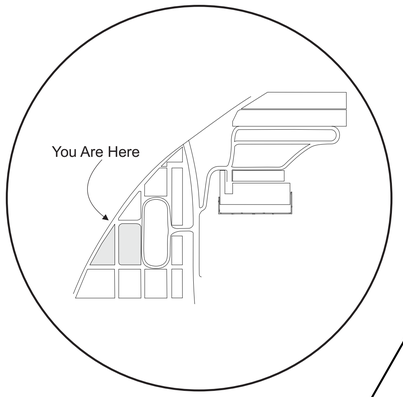
Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

Harrisonville, Missouri

2011



K.C.C. & S. Railroad

property line

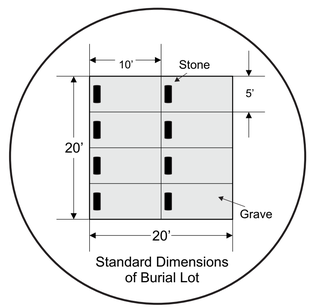
53	52	31	32	51	33	50	30	29	34	49	14	15	28	35	48	16	27	36	47	13

55	78	McIntire Florine / McIntire William M / McGraw Ruth Janet / McGraw Roy Lilburn	85 / Mitts Laura Alice / Mitts Glenn Leonard	108	Ball Nannie E / Ball James E	Crawford Goldie Eva / Crawford Frank W	56	77	86	107	Street Carl Dean / Street Betty / Street Elmer David	Stephens Melissa Ann / Briles John Columbus	57	76	Street Shelby ReAnn	87	106	Fields Ada Lee / Fields Bert	Summers Alvina / Summers Edward C
58	75	88	105	59	74	89	104	60	73	Lutz Clara Mae / Lutz Malcolm R	Brown Virgil Lee	90	103	Washam James Clifford	61	72	Woods Billie R	91	102

Bellamy Willie F

N

Park Addition Center West Part



Standard Dimensions of Burial Lot

- Approximate property line
- Road Edge
- Grassy Lane Edge
- Brush Edge

0 5 10 15 20 40

SCALE: 1" = 20'

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Oakland Cemetery	
Park Addition - Center West Part	
NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.	Scale 1"= 20'
	Sheet 1 of 4

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Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

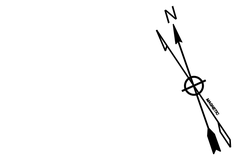
Harrisonville, Missouri

2011

property line

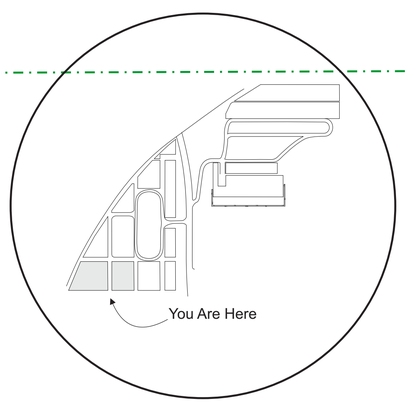
12	17	26	37	46	
3					
4	11	18	25	38	45
5	10	19	24	39	44
2	6	9	20	23	40	43
1	7	8	21	22	41	42

62	Eldringhoff Emily E / Knuckles Ellen Pearlene / Ford Ellen Frances / Ford Ernest Layne, JR	71 Wells Rosetta / Dudley Martha / Dudley Eliza Ellen / Dudley William R	92 Miller Shirley C / Zimmerman Katherine A Garvin Welsey R / Zimmerman Robert W Fisher Thomas R	101	
Fuston Sarabeth					
63	Bingaman Helen Beatrice / Bingaman James Daniel / Keller Frances Lydia / Keller Nathaniel Washington	70 Dudley William E / Dudley Eleanor / Dudley Franklin Newton / Dudley John Lee Roy	93 Gill Dorothy Gill Baby / Gill Irvin Ordell / Gill Minnie Elsie / Gill Wilbert Ordell	100	
Fraley Armadie Bell Sutten William Gene / Fraley Edward Franklin Sutton James Ray					
Pickell Greto M / Pickell Leo Luther / Pickell Emma Alice / Pickell Luther	64	69	94	99 Schliem Margaret C / Schliem Louis F	
Barnett Anna / Martindale Susan Emily / Mahan Henry Raper Moore Mary M / Mahan James Alford Moore Ace E	65	68	95	98	
	66	67	96	97	



Standard Dimensions of Burial Lot

property line



Park Addition
Southwest Part

0 5 10 15 20 40
SCALE: 1" = 20'

- Approximate property line
- Road Edge
- Grassy Lane Edge
- Brush Edge

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Oakland Cemetery	
Park Addition - Southwest Part	
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	Sheet 1 of 5

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Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

Harrisonville, Missouri

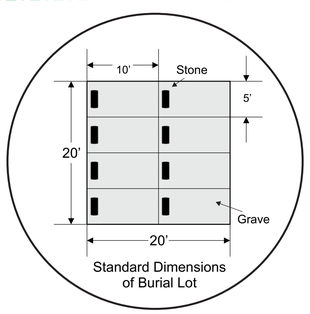
2011

128	137	169	178		216	225			
129	136	170	177		217	224			
			Zeller Almus S	Perdue Mary Emma					
130	135	171	176		218	223			
131	134	172	175		219	222			
132	133	173	174		220	221			

property line

North Commercial Street

Park Addition
Southeast Part



Standard Dimensions of Burial Lot

- Approximate property line
- Road Edge
- Grassy Lane Edge
- Brush Edge

0 5 10 15 20 40

SCALE: 1" = 20'

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Oakland Cemetery	
Park Addition - Southeast Part	
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	Sheet 1 of 6

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Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

Harrisonville, Missouri

2011

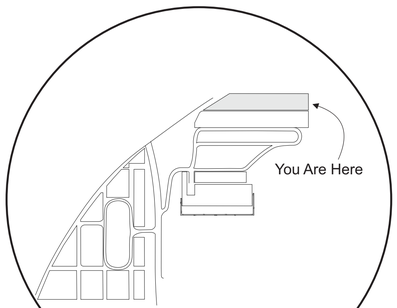
property line

6 Willis Jack Donald Willis George W, Jr Willis Sylvia Irene Yazel George Walter / Willis George William	5 Williams Mattie M / Allen Stella Minerva (Price) Price Isaac Ralph / Allen Shirley Price Thersa Jane / Allen George F	4	3 Owens Edith E Owens Claude P Owens Alica A Owens Merrel Jefferson / Owens Jesse N	2	1	
26 Brooks Rachel Brooks Newton P / Edwards Eda	27 Shane John	28 Wright Octava Wright Andrew	29 A N M	30 Crooks Infant	31	
37 Wirt Infant Son Wirt Catherine D Wirt Socia M Wirt Mary Elizabeth / Wirt Socia Davidson	36	35	34 Sullivan Thomas / Suddarth S L	33 Fansler Minerva Ruth Fansler Henry Franklin	32 Freeman Alice Hutchison Freeman George W Freeman Elizabeth Freeman Noah Miller	

property line

property line

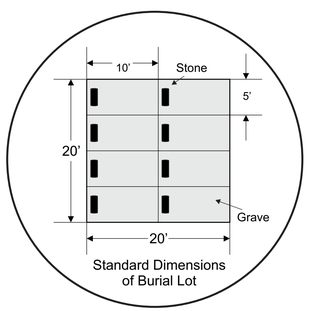
15	14 Hemphill Carrie Jean Willis Vernie Stallard Willis Dora Willis John Albert / Godwin George W	13 Spicer Hurley Lee Spicer Elizabeth L Spicer Hiram Sidney Lee	12 Allen Frederick D / Allen Julia A Allen Joel M / Seaton Fern L	11 Easley Ralph Fulton	10	9	8	7 Hays John William / Hays Sarah F Hays Harrington / Hays Cyrus William Hammontree Theodore R		
16 Marks Clarissa Irene Newton Susie Irene / Rippeto Perry S	17 Settle Paul Vane / Settle Ida May Settle Lola Edna / Settle Harry Maxwell Settle Emily Luvina / Settle Lucy Madge Settle Charles Angelo / Settle Marion Franklin	18 Easley Mary G Easley Julia E / Easley Mary Elizabeth Easley Albert F / Easley Ruth Helen Easley Achilles / Easley Anna Laura	19 Bateman Bessie Ann / Keith English M Bateman James Robert / Keith Anna Belle Bateman Elster / Keith William James Bateman James Monroe / Keith Eliza Jane	20 Perry Daisy D / Perry Ross Perry Martha Elizabeth Goodin Jane / Butler Lucinda Butler James	21 Boydston Ethyl Verena Boydston Paul Nathaniel Boydston Ida May Boydston William Lee	22 McSpadden Lucy V McSpadden Lucy Ann	23 Milburn Alta Felice Milburn Bestor Alexander	24	25	
49 Maguire Patrick H Maguire John L / Maguire James J Maguire John / Maguire Margaret Stone Samuel A / Stone Katherine J	48 Blackmon Thomas M Blackmon Emma (Mansfield) Steele Anna (Abraham)	47 Burchett Louis C "Pete" / Burchett William B Burchett Ollie Alice (McGartlin) / Burchett Lula Mildred McCaddon James Edgar, Sr / Roberts George B McCaddon James Edgar, Jr / Roberts Delilah (Mote)	46 Arnett Newton S / Collup Lelia (Wheeler) Collup Stuart A / Collup Beulah W (Meyers) Collup Eugene Lacy / Collup Willard Arthur Frasure Leonard / Frasure Margaret (Wheeler)	45 Robbins Elizabeth G Robbins Mary E / Robbins Eva Ann Robbins Michael C / Robbins Gladys Ruth	44 Brown LeRoy E Brown Dean Scott / Brown Maude A (Baldwin) Terrell Nannie	43 Glenn Mary E (Allen) Glenn Hugh G / Deacon John B Burney Allie (Deacon) / Deacon Flavia A Burney William L	42 Warren Clarence Orton / Warren Maude Belle (Abney) Yancey Jennie (Orr) / Yancey Thomas C Yancy Arthur Ellis "Jack" / Scroghom Pollie J Yancey Rose M (Baer)	41 Brown Letha A (Ludlow) / Brown William Martin Brown William J / Brown Lucy May (Smith) Bailey Louisa E Bailey John R / Bailey Harry Devere	40 Terrell Mary Terrell Ward C / Ehlebracht John Carl	39 Graham Sarah Ellen Graham Alexander	38 Lisiecki Clara Lisiecki Will I / Hammond Young C Roberts John Alexander / Roberts Clara (Clifford)	



A

A

East Section
Rarick Addition



Standard Dimensions of Burial Lot

- Approximate property line
- Road Edge
- Grassy Lane Edge
- Brush Edge

Oakland Cemetery

East Section - Rarick Addition

NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.

Scale 1"= 20'

Sheet 1 of 7

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0 5 10 15 20 40

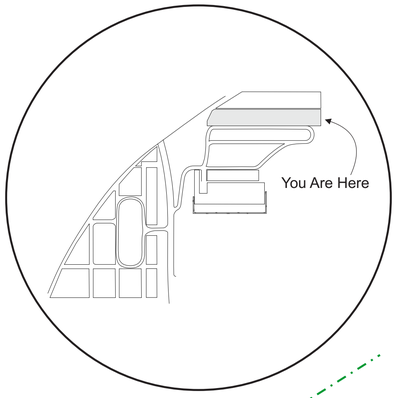
SCALE: 1" = 20'

Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

Harrisonville, Missouri

2011



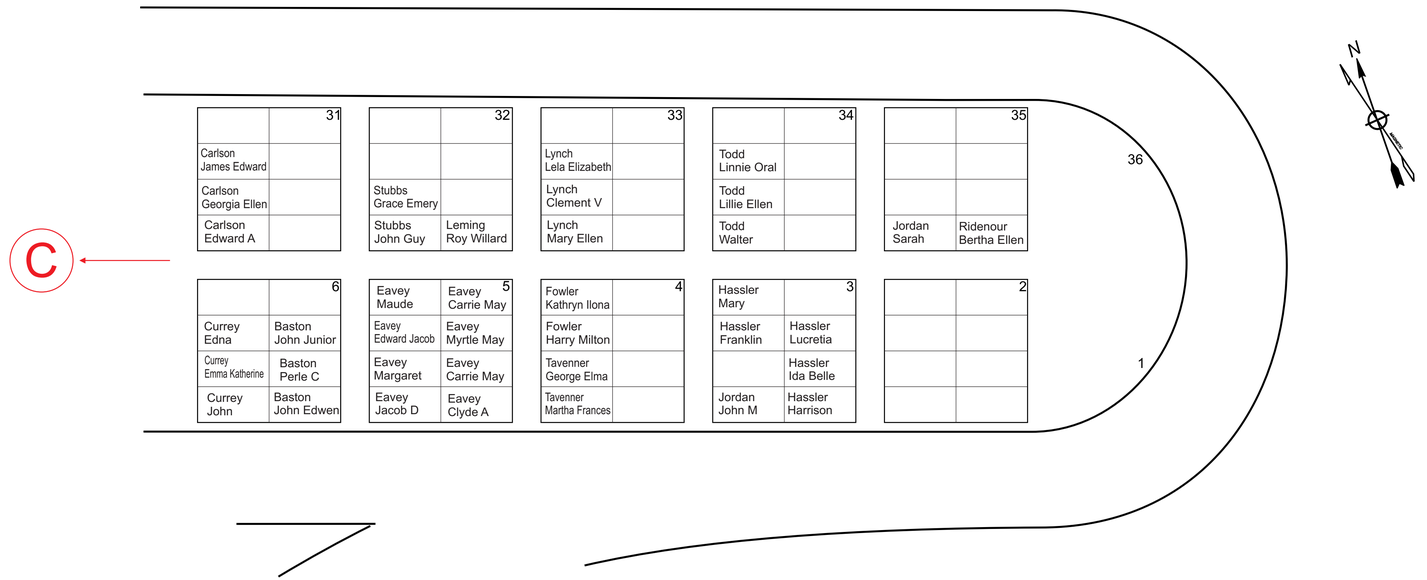
property line

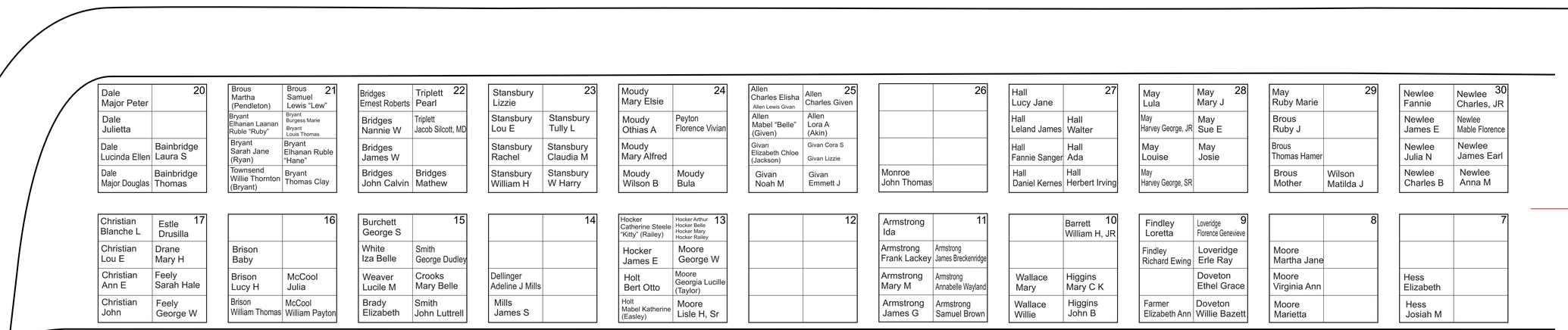
| | | |

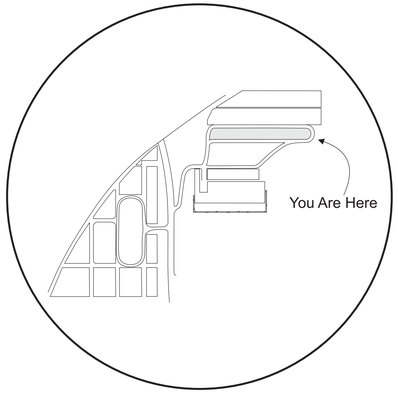
Oakland Cemetery

Harrisonville, Missouri

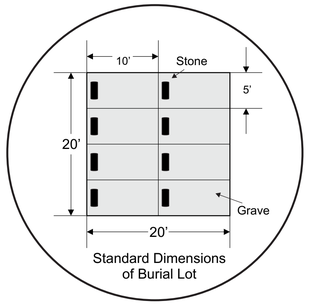
2011







East Section
Original Cemetery - South Part



Standard Dimensions of Burial Lot

Approximate property line
Road Edge
Grassy Lane Edge
Brush Edge

0 5 10 15 20 40
SCALE 1" = 20'

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Oakland Cemetery	
East Section - Original Cemetery South	
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	Sheet 1 of 9

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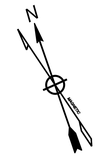
Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Oakland Cemetery

Harrisonville, Missouri

2011



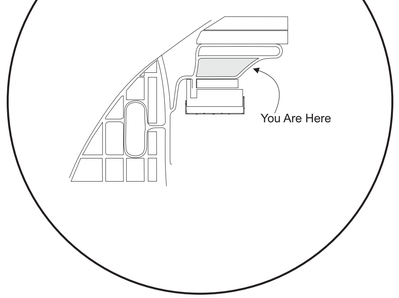
12	11	10	9	8	7	6	5	4	3	2	1
	Urton Joseph D			Hill Cora M	Hunt Eva Rosetta	Owens Katherine	Coldsmith Fannie E	Price Carol Brooke	McCord Mildred		
	Urton Charles		Clemments Thomas W		Hunt James Mansford / Murphy Margaret Eva	Owens Huron B	Coldsmith Samuel F	Price Margaret A	McCord Oscar Fillmore	Alburtis Oscar Andrew	
	Urton Amanda L / Bellamy Lucretia Isabelle	Moore Mary Ella	Clemments William Harrison / Clemments Emma Frances	Hill Kensey J / Mahaffey Harley	Robinson Mary Ellen / Murphy Orville A	Owens Rebecca	Reed Mary A / Matthews Fannie Louella	Price Margaret Ellen	Fox Gladys L	Alburtis Raymond B / Alburtis Martha Ann Burton	
	Urton Charles B / Bellamy Orville	Hutchinson Alvira Louise	Clemments Sarah M / Clemments Frank Edgar	Long Harriet A	Robinson Alexander / Hatten Edna M	Owens John Chrittenden / Owens Erie R	Reed Cyrus H / Matthews James A	Price William Thomas / Renwick Alice Urton	Fox LeRoy Dennis	Alburtis Edward Wheeler	Davis Charles Francis
		Hutchinson Francis Marion / Lisle Paul Worthington		Long Robert Elliott / McCord Maurine Lee							

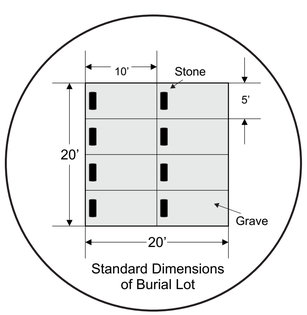
13	14	15	16	17	18	19	20	21	22	23
			Williams Virginia Campbell / Franklin Mary Virginia		Doron Berniece / Hamm Francis Okema	Becker Louise Fowler / Fowler James Carlyle		Burch William / Burch Ilma K / Burch Martha E		Davis Redmond Otto
		E Nellie Vernice / Laningham Lillian Jennivine	Williams William Henry / Ament Florence Belle	Jordan Mary Viola	Doron Samuel Carl / Hamm Thomas Zirn	Becker James Fowler / Fowler Claudia Bell	Boardman John W	Burch Martha S (Buck) / Burch Jack Woods		Davis Ethel Irene / Richardson Russell Glenn
	Meyer Effie Agnes / Hawkins Infant Son		Stott Bessie Marie / Gameson Celia Pearl	Coughenour America Frances / Jordan Garrett Manville	Doron Emma Elizabeth / Hamm Elizabeth Maye	West Elizabeth L / Fowler James Evart	Boardman Marjorie L	Burch Charles William "Will" / Burch Thelma (Messer)		Davis Luther Bule / Davis Russel Clarence
Moore Benjamin Franklin	Meyer Samuel Albert / Hawkins Margaret May	Bryant Woods Gilbert / Laningham Mary Ellen	Stott Oscar Franklin / Gameson James Henry	Coughenour John / Jordan Mary Elizabeth	Ham Alice Elizabeth / Hamm William Todd	West John Lewis / Edwards Henry Tyson	Boardman Robert William	Burch Florence Alma (Woods) / Burch Vance Lindell / Burch Ethel M	McGilligan John	Davis Sarah Victoria

33	32	31	30	29	28	27	26	25	24
Gundy Dora				May Maude Alice / May Frances	Drennan Margaret	Whitney Alvin Henry / Whitney Sarah E	Woods Eloise	Allen, Charles E / Allen, Charles G	
Gundy Charles Armour / Vanhorn Norma Charlene	Watson Maude			May Frank, JR	Schmill Mary / Hall Barbara	Whitney Herbert J	Woods Ethyl	Allen, Mabel Givan / Allen, Lewis G / Allen, Lora A	
Storms Mattie E / Vanhorn Milton Eugene	Prettyman Martha W	Corrigan Mary S (Daly) / Freeman Earl J		May Lonice	Hall Mary / Hall Laura	Whitney Alice Ella	Woods Elizabeth Taylor	Givan, Elizabeth C / Givan,Cora S / Givan, Lizzie	
Storms William T / Vanhorn Lena	Prettyman William / Martz infant	Corrigan Phillip / Freeman Thomas Fountain		May Frank, SR / Braden Wilma	Hall Charles Ripley / Hall Infant Daughter	Whitney Sylvester H / Swearinger William	Woods John J	Givan, Noah M / Givan, Emmett J	

36	37	38	39	40	41	42	43	44
			Willet, Addie May (Taliaferro) / Willett Vernon John	Epps Dorothy Mae / Davis, Gussie Irene		Patterson, Cleo Inez / Patterson, Jeffrey B		
Burchett Earl Victor Barnard	Scott Baby	Hensley Joseph	Willett Caroline	Davis Anna Elizabeth / Hubbell, Otis	Maddux Bessie Dee	Patterson, Cleo Inez / Patterson, John Horton		Benton Julia A
Burchett Lousia	Scott Frances / Bremmer Helen Burford	Carlson Grace Maxison	Willett John Nelson	Davis Roberta Jane / Davis Agnes A	Pew Laura Isabelle	Midkiff Cora Irene	Christian Mary Ellen	Benton James Harvey
Burchett James Monroe	Scott James Underwood, MD / Bremmer John Fredrick Livingston	Carlson Edward Adolph Fredrick / Henthorn Iona		Davis William Edward / Davis William Harold	Pew James	Woods Emile Bryant, DR / Midkiff Everett Linden	Christian Lee A	

property line





Standard Dimensions of Burial Lot

East Section
Stairs Addition - North Part

0 5 10 15 20 40
SCALE: 1" = 20'

Approximate property line
Road Edge
Grassy Lane Edge
Brush Edge

Disclaimer: The contents of this map is based on documents and information supplied by the client and public satellite imaging. Accuracy of images is not suitable for engineering purposes. TOPO**GRAPHIX**® assumes no responsibility for its content.

Oakland Cemetery	
East Section - Stairs Addition North	
NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.	Scale 1"= 20'
	Sheet 1 of 10

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Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

	56

	58

	81

	85

	108

	113

Sholed House

Easley Harry Wallace	Easley Aileen 54
Easley Walter Achilles	Easley Alfred Grant
Easley Sallie Roberts	Easley Harry Roy
Easley Grant Taylor	Easley Maude B

	53
Adkins Charles LeRoy	Brown Marion
Adkins Mary Elizabeth	Brown Mary Tee
Adkins Allen D	Brown Brent

Elder Iza	52
Elder Aaron Rhodes	Carpenter Ada May
Longenecker Louisa	Brous Ida M
Longenecker Phillip Shelly	Brous Cary Allen

	51
Farmer Minnie	Hartzler Sarah H
Farmer Mary E	Hartzler Levi Franklin

Diehl Stella M	50
Diehl Carl W	
Diehl Hortense Mabel	
Diehl J Ross	Diehl Kenneth Jackson

	49
Mossberg Johan	

Powell Laura E	48
Powell Daniel	
Powell Doris M	Powell Myrtle Leon
Woods Granville Parker	Powell Charles O

	47
Bates Howard Thomas,JR	
Bates Dora	
Bates Howard Thomas,SR	

Kennedy Marjorie M	46
Kennedy Don Woods	
Kennedy Ethel H	
Kennedy Edward Foster	Woods Deniza

Jackson Lucy A	60
Jackson Edward Solon	
Jackson Martha Elizabeth	Ziegler Lela P
Jackson John Lindsay	Ziegler Simon Peter

	Bagshaw Addie 61
Cline Louis Wilburn	Bagshaw Clarence Elbert
Cline Sarah F	Hardy Mary D
Cline Phillip	Hardy John W

Eidson Lucile Gertrude	62
Eidson Charles Deane	Brown John Winton,MD
Freeman William Archie	Brown Zada
Freeman John S	Brown Samuel Eskridge

	Clatworthy Alta Hinora 63
	Clatworthy Jonathan Edwin
Atkinson Mary Jones	Clatworthy Permelia Katherine
Atkinson Thomas Jefferson	Clatworthy Thomas Edwin

Seymore Gaynelle L	64
Seymore Walter C	Connely Wayland J
Shumate Jennie Miller	Connely Howard Shumate
Shumate Jason C	Connely Nannie B

	65

Morton Josephine	66
Angle John William,DR	
Angle Alcy Caroline	
Angle John	

Boardman Perle	67
Boardman Harry W	Boardman Ethel Cornelia
Boardman Anna Sophia	Boardman Richard Ward
Boardman Wallace	Boardman Edna Mary

	68
	Gray Ona Belle
Hassler Joseph Edgar	Gray Syranus

	79
Norval Edward Everett	

Childs Ona Belle	78
Childs Naomia Edna	
Weaver Kate L	
Weaver Edith A	

	Stubbs Opal Ferne 77
	Stubbs James Robert
Currier Theresa Catherine	Hackel Ruby D
Currier Return Hilton	Hackel Charles Emiel

	76
Middleworth Mahala Ellen	
Middleworth Allen Z	Unknown Willie M

	75
Singleton May	Mouse Ida May
Graham Mary Ruth	Baston Ethel Alberta May
Graham John W	Baston Ben

Kunze Leota Price	74
Kunze Ludwig Oswald,JR	
Kunze Alice Evaline	
Kunze Ludwig Oswald,SR	Kunze Pearl

	73
Burch Opal K	Burch Iva Susan
Burch John Albert	Burch Mabel Susan
Burch William	Burch John Albert,JR

	72
Woods Edna	
Woods Arch Buket	

	71
Orr Sarah	Edwards Elizabeth L
Orr Samuel	Edwards Susan Elizabeth

Hensley Ethel Maud	70
	Kelley Richard M
Jordan Theodata Melissa	Kelley Ida E
Jordan James Smith	Kelley Constantine

Opp Dela 87	Bailey Della (Moore) 88
Opp John	Bailey Perry
Moore Christie A	VanBoskirk Franklin Levi
Moore Andrew J	VanBoskirk Glenna (Harrison)

Devereux Aubrey Parkhurst	Devereux Burr Converse 88
Devereux Cara Lee (Harrison)	
Doggett Alice (Chaney)	Harrison William Burr
Doggett William E	Harrison Rebecca Susan (Ravenscroft)

Hanley Effie	89
Werkhoff Carrie	Dooley Bessie
Werkhoff John C	Dooley Lee L
Winders Albert Melton	Kelly Hattie

Bunn James W	90
Bunn Everett E	
Bunn Matilda Caroline	
Bunn Jerry Isaac	

Drehle Harold Lloyd	91
Drehle Mary Ann	
Drehle Lucille Beatrice	
Drehle William Eugene Fredrich	Drehle Harold Eugene

	92
Colvin Louise Berle	

Phillips Cora Lillian	93
Phillips James Albert	
York Nancy M	Cole Ada May
York Thomas Marion	Cole Ira Merle

Thomas Nancy Ella	94
Thomas Albert Lee	
Goodbar Cynthia Agnes	
Goodbar William Harvey	

	95
York Helen Ann	
York Juletta Ellen	
York Jonathan Edgar	Merchant George David

Morris Nancy N	96
Sexton Katherine	Davenport Jackson Walter
Jackson Harriet	Davenport Elmira
Jackson James Elmer	Davenport James Walter,REV

	107
Cable Alma	
Cable John Ray,DR	

	106
Todd Pattie A	
Sloan Virginia	Willis Mae
Sloan Charles William	Allen Fay

Hanley Sara Agnes	105
Hanley James Alfonso	Hanley Margaret A
Hanley Nora	Hanley Anna May
Davis John Alexander,MD	Hanley Thomas F

Baum Mary Helen	Kelley Mary Aloysius 104
Hornberger Carrie E	
Hornberger Minnie Rachel	
Hornberger Curtis Jefferson	

Shelton Mariam	103
Shelton William Ross	
Shelton Cora Culbertson	Collins Susie Bell
Shelton William Riley	Collins Foster Arnold

Helt Lula May	Ament Estella Blanche 102
Helt John Franklin	Ament John William
Helt Eliza Emily	McChan Clara
Helt Jesse Fuller	McChan John W

Lewis Silas	Lewis Basil Eugene Jr 101
Lewis Basil Eugene	Lewis Basil Eugene Sr
Lewis Lloyd L	Voorhees Nannie Belle (Baston)
Lewis Lee Olia (Baston)	Baston Chester Woody
Baston Frank	Baston Martha Emily (Gray)

	100
	Sherman Russell
Smith Margaret	
Smith Henry	Steplen Charles

	99
Koontz Zona Frances	
Koontz Ora Lewis	Lewis Jeffery Herbert

	98
Black Eura Elizabeth	
Tuttle Lola Dema	
Tuttle Ellis Franklin	

	97

	114
Scruggs Oryne B	
Scruggs Joseph Edward	Woolridge Kathleen
Scruggs Dora B	Willis Wilma
Scruggs William Bennet	Willis John Tillman

	115
Cable Dora Eva	Lacy Eliza Eva
Cable Charles Chauncy	Lacy Wiles L

	116
	Glenn Besse Martina
Cable Laura E	Glenn Price Keller
Cable George Emery	Glenn George Allen

	117
Griffith Irene Colville	
Griffith Mattie Irene	Cleton Elizabeth Frances
Griffith John William	Cleton John Henry

Shepard Gertrude (Collins)	Shepard Ernest Wesley "Shep" 118
McReynolds Robert Lee	McReynolds Martha (Shepard)
Collins Anna Florence (Lee)	McReynolds Infant
Collins Berry Clay	Collins Evelyn Rachel
	Collins William Edward
	Wiedenmann Patrick Collin

Hamilton Audrey D	119
Hamilton James Raymond	Dodds Jay Verne
Hamilton Nancy Isabel	Dodds Dwayne Hamilton
Hamilton William Duncan	Dodds Helen Fern

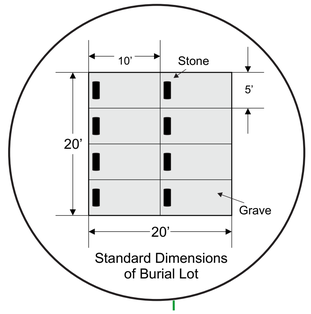
Bundy Charles H	Bundy 120
Bundy Emmalou	Clarence H, Rev
Moore Cecil	Bundy
Moore Pauline (Wrenchey)	Jewell B(Pfost)
Pfost Huston W	Pfost Jennie Lind (McCartney)
Pfost Allen H	Pfost Henry A, Rev
Pfost Mary Adaline (Daywalt)	

Stalcup Rosalee Ruth	Joines Caroline Matilda 121
Stalcup Charles Hoover,SR	Joines Franklin M
Stalcup Clara Rosie	Stalcup Iva Lea
Stalcup Archie	Stalcup Arthur Wilton

Kyle Dolphine	122
Kyle Auburn Lee	
Kyle Caldonia Eleanor	Adair Kate
Kyle Henderson S	Adair Louis Clifton

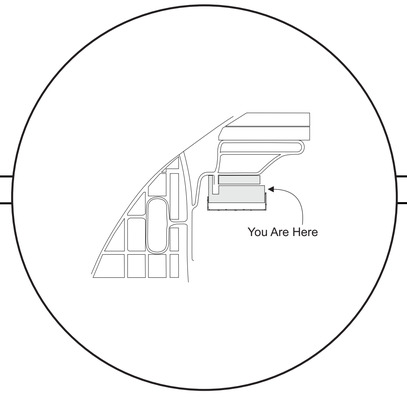
Fisher Claudia N (Kyle)	Fisher Lawson Lee 123
Fisher James M	

	124
Moody Lucile	
Moody Horace Jackson	



Standard Dimensions of Burial Lot

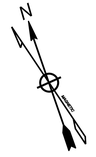
property line



property line

stone fence

East Section
Stairs Addition - South Part



Oakland Cemetery
Harrisonville, Missouri
2010

Approximate property line
Road Edge
Grassy Lane Edge
Brush Edge

0 5 10 15 20 40
SCALE: 1" = 20'

Disclaimer: The contents of this map is based on documents and information supplied by the client and public satellite imaging. Accuracy of images is not suitable for engineering purposes. TOPO**GRAPHIX**® assumes no responsibility for its content.

Oakland Cemetery	
East Section - Stairs Addition South	
NOTE: The scale, grave location and measurements shown are for general reference use only. This is not a site surveyed document.	Scale 1"= 20'
	Sheet 1 of 11

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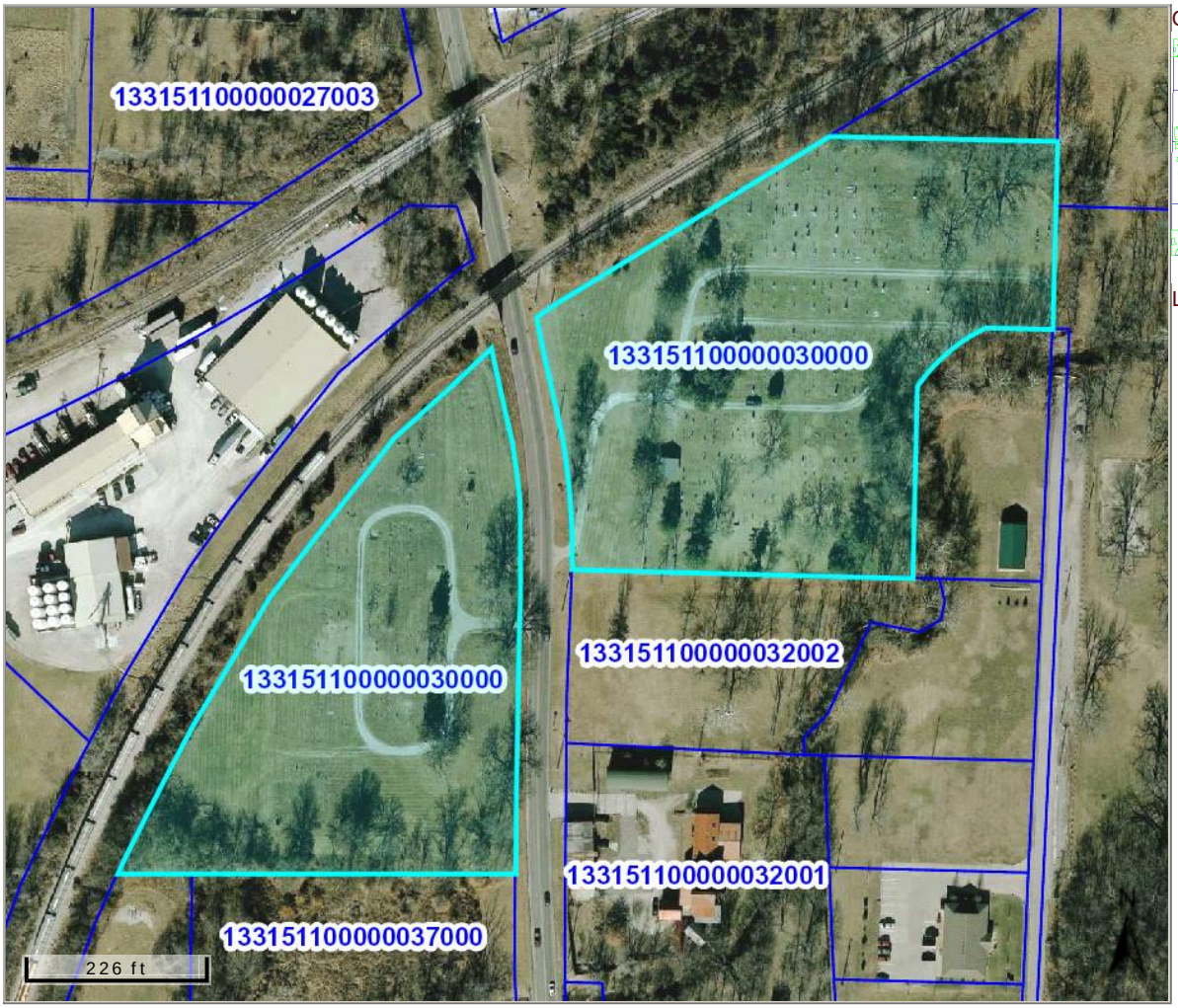
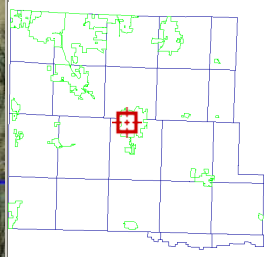
Attachment: Oakland Cemetery- Lots Sold Map 12-12-13 (Acceptance of Oakland Cemetery)

Cass County, MO

beacon™

Date Created: 12/3/2013





Legend

- Corporate Limits
- PLS Townships
- Parcels

Parcel ID	133151100000030000	Alternate ID	n/a	Owner Address	OAKLAND CEMETERY N COMMERCIAL HARRISONVILLE MO 647010000
Sec/Twp/Rng	5-44-31	Class	Exempt		
Property Address	N COMMERCIAL HARRISONVILLE	Acreage	n/a		

District	5713001
Brief Tax Description	PT E2 LT5&6 NE AS REC 138/406 111/158 & RR R/W 1278/120 (Note: Not to be used on legal documents)

Last Data Upload: 11/27/2013 2:24:45 AM

Schneider developed by The Schneider Corporation www.schneidercorp.com

Attachment: Oakland Cemetery Property Ownership Map from County (Acceptance of Oakland Cemetery)

Zerger &

Memorandum

To: Keith Moody

From: Zerger & Mauer

Date: 11/27/2013

Re: *Cemetery Conveyance*

In response to the City's request, we have researched the requirements the City must comply with in accepting a conveyance of the Oakland Cemetery under current Missouri law. The following is a summary of that research.

In general there was not a great deal of case law regarding the transfer of cemetery property to a political subdivision of the State, including a City. The State of Missouri has enacted several statutes directly on the topic, which permit transfer under these circumstances, but beyond the actual statutes there is very little guidance on the issue.

Nothing in the Oakland Cemetery bylaws identify a procedure for transferring ownership of any of the cemetery property or funds. We have requested the articles of incorporation (and we know they exist or existed because they are referred to in the Bylaws) but have not received them.

A. In general Missouri Cities are allowed to own cemetery property

Under RSMo 214.010 a Missouri city may purchase, receive and hold real estate within the boundaries of the City for the burial of the dead. The city can lease, sell or otherwise dispose of the cemetery property. This section does not specify how the City is to take ownership and possession of cemetery lands. However, 214.150, which permits certain cities to acquire cemetery land specifies that a city may, by ordinance, accept or take over by gift or donation cemetery lands. Based on this section, and the lack of any procedural guidance under RSMo 214.010, we suggest that the City acquire the cemetery lands by ordinance.

Once acquired, the board of aldermen may make rules and pass ordinances imposing penalties and fines not exceeding one thousand dollars, regulating, protecting, and governing cemeteries within such cities, towns, villages, and counties, the owners of lots therein, visitors thereto, and punishing trespassers thereon.

B. Notice of Transfer under RSMo 214.035

Attachment: Oakland Cemetery Memo from City Attorney- 11-27-13 (Acceptance of Oakland Cemetery)

If the city decides to accept the conveyance of the cemetery property, from the cemetery association, the City is permitted under RSMo 214.035 to revest title to any conveyed platted lots or designated pieces of ground, other than ground in which dead human remains are actually buried and all ground within two feet thereof in the name of the City.

Such a transfer under RSMo 214.035 can only occur where no internment has been made in the lot and title to the lot has been vested in the present owner for a period of at least fifty years prior to the commencement of proceedings pursuant to this section. However, this section does not apply to any lot in any cemetery where a perpetual care contract has been entered into between the cemetery or the City, and the owner of the lot.

This may be a good option for the City in managing the cemetery. The City's ability to sell additional plots and generate additional funds would be a good option considering many of the "lot owners" may not even be aware the lots are owned in their names and the City will likely be forced to expend its money for the continued maintenance of the cemetery.

C. Perpetual Care Cemetery Fund

The City may by ordinance establish a fund for the preservation, care, upkeep and adornment of the cemetery, which shall be known as the "Perpetual Care Cemetery Fund". The money placed in this fund shall be invested in bonds of the United States government or of the state of Missouri, or may be placed in any bank or savings and loan association which is authorized to do business in this state so long as the funds so deposited are protected by federal deposit insurance. The income shall be expended by the City for the preservation, care, upkeep and adornment of the cemetery, for the repurchasing of cemetery lots previously sold, and for no other purpose whatsoever.

D. City Management of the Cemetery

An alternative to having the cemetery conveyed to the City would be to have the City take over the management of the cemetery while keeping the Cemetery Association intact and separate from the City. This way the cemetery would still be owned by the Association and the City would be responsible for putting a structure in place to oversee the day to day operations of the Association. Our research of the relevant Missouri statutes has not uncovered anything that would prevent the City from acting as a managing agent for the Cemetery Association. However, it should be noted that all of the statutes identified above apply to a City accepting a cemetery or cemetery land by conveyance, and would therefore not apply if the City was merely acting as a managing agent for the Cemetery Association.

E. Bylaws

The Association Bylaws provide for membership consisting of families who have paid in full for ownership of a lot or plot, and who pay annually to the upkeep of the cemetery. These members have full voting privileges in the Association.

The Bylaws also provide that members are required to pay dues. These amounts are unrealistically small. In the event that the City or the Association choses to continue with the membership the amount should be significantly increased. More importantly, any member failing to pay annual dues for a term of 5 years, automatically forfeits their unoccupied ownership interest in any lot. The lot and

Attachment: Oakland Cemetery Memo from City Attorney- 11-27-13 (Acceptance of Oakland Cemetery)

title to the same will then revert to the Cemetery Association. This provision should drastically cut down on the number of members of the Association. However, there is also a provision for life membership, where if a person invested a sufficient amount of money ($400 for a full lot) in the endowment fund that person automatically became a life member of the Association.

It is also troubling that the Bylaws do not provide for the calling or organizing of any special meetings and instead only provide for an annual meeting on the second Tuesday in March of each year. The Bylaws can only be amended at regular meetings.

F. Summary

In summary, we agree with the City's conclusion that taking the cemetery over at this stage is a better option than allowing the cemetery to fall into disrepair where the City could be forced to take over the cemetery without the relevant information. As outlined above, we believe there are two options regarding the City's involvement with the cemetery: (1) the City can accept the conveyance of the cemetery lands and obtain title to the lands in its name; or (2) the City can act as a managing agent for the cemetery, where the City would essentially handle the operations of the cemetery while title to the cemetery would remain in the name of the association. Either option is permitted under our review of the applicable Missouri laws. There are certain advantages to the City owning the land, e.g. the City can revest unoccupied plots in its own name given the right factual situation. However, owning the lands outright places an additional burden on the City in many ways.

Please let me know if you need clarification of any of the City's options represented above or if you have any additional questions.

Attachment: Oakland Cemetery Memo from City Attorney- 11-27-13 (Acceptance of Oakland Cemetery)

STAFF REPORT

TO: **Public Works Committee**

FROM: **Rodney Jacobs, Director**

DATE: **January 22, 2014**

SUBJECT: **Purchase of replacement Loader for the Street Department**

Type of Item: *Approval*

M E M O R A N D U M

TO: **Public works Committee**

FROM: **Rodney Jacobs, Superintendent of Streets**

DATE: **January 17, 2014**

SUBJECT: **Wheel Loader Replacement**

Type of Item: *Administrative*

Issue:

Purchase of replacement wheel loader for the Street Department

Summary Recommendation:

Requesting approval for the purchase of a John Deere 444K loader for the Street Department from Murphy Tractor & Equipment Company for the total price not to exceed $116,160 and sell the 1994 Caterpillar IT24F loader on an online marketplace.

Background:

The wheel loader housed and operated by the Street Department, purchased in 1994 for $74,321 from Dean Machinery Company is budgeted for replacement in 2014. The 20 year old unit with 11,766 hours on the meter is in good mechanical shape but is nearing the 12,000 hours where major repair is probable.

With direction from the City Administrator several options for replacement was explored to determine the most cost effective way to replace or repair the unit. The options included: refurbishing, buy new, buy used, use government discount bid verses. MODOT bid.

Item to be replaced: 1994 Caterpillar IT24F, hours on unit 11,766 Estimated Value $27,000

***Replacement Options*:**
Rebuild current loader without tires, paint or rust repair Approximate cost $106,000

Expected to last 15 years, warranty 3 years on engine and power train Annual Depreciation: $4,637

New loader equivalent to current unit: John Deere 444K $116,160 (MODOT bid expires March 31, 2014)
Excepted to last 20 years warranty 3 years, 5 year warranty available for $2,180
Annual Depreciation: $4,356

Used machine, 2005 John Deere 444J under 7,500 hours, w/o shipping: $75,000 Expected to last 6 years before reaching 12,000 hours Annual Deprecation $6,250 Warranty none

Use government discount bid vs. MODOT bid on a John Deere 444K

List price	$201,884
HGAC (MARC)	$145,356
Regular Governmental Pricing	$133,147
MODOT State Bid Pricing	$116,160

Mr. Moody has created a Wheel Loader Replacement Analysis to illustrate the Depreciation Cost.

Wheel Loader Analyses Replacement 2014

Model Year	Make	Model Name	Description	Total Cost of Each Item	Useful Life (Years)	Replace-ment Year	Estimated Residual Value	Annual Depreciation Cost	
1994	Cat	IT24F	Refurbish Our 4X4 Wheel Loader (Replace at	$180,321	35	2029	$18,032	$4,637	3 year warranty on rebuilt parts

			21,000 hours)						
2014	John Deere	444K	New 4X4 Wheel Loader (Replace at 12,000 hours)	$116,160	20	2034	$29,040	$4,356	manufactures 3 year warranty
2005	John Deere	444J	Purchase Used < 8,400 hrs. 4X4 Wheel Loader (replace at 12,000 hours)	$75,000	6	2020	$37,500	$6,250	no warranty

Options:

Listed below are prices from four vendors on the MODOT 2013 governmental bid sheet selected for review. John Deere is the lowest bid. An optional five year or 6,000 hours warranty on power train and hydraulic system is available for $2,180 which the dealer said should be considered due to all the electronics on the unit.

Selected bids without optional five year warranty are:

Budgeted $121,000	John Deere 444K	Case 521F	Caterpillar 924K	Volvo L60G
MODOT Bid	$116,160	$117,775	$126,300*	$126,926*

*does not include optional third hydraulic spool

Recommendation:

Staff has reviewed all the options of purchase bids for a wheel loader. While the purchase of a used unit has a less initial cost, the analysis above shows the estimated annual depreciation expense is least for the purchase of a new loader and provides for the best warranty coverage. It is staff's recommendation to purchase a John Deere 444K at the delivered price of $116,160 without the extended warranty from Murphy Tractor & Equipment Company, a representative dealer for the John Deere Corp. They are the low bidder and have a good reputation as a qualified service provider.

Disposition of the old wheel loader will be by selling it online after receiving the replacement loader. The trade in allowance is minimal and the City's experience with selling equipment online has been favorable compared to trading equipment in on trade.

Thank you,

Rodney Jacobs

Council Bill No.

Resolution No.

Purchase of John Deere 444K Loader for the Street Department for $116,160 from Murphy Tractor & Equipment Company

City of Harrisonville est. 1836

STAFF REPORT

TO: **Public Works Committee**

FROM: **Eric Patterson, Asst. Director**

DATE: **January 17, 2014**

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 scheduling a conference call to discuss
- **Water Treatment Plant Upgrades Phase 1:**
  - Burns and McDonnell has finished filter evaluation
  - Capital Facilities Plan under design. Scheduled for March meeting
  - Lake Harrisonville overflow scope completed
- **East Washington/South Lexington Waterline Improvements-**
  - Hettinger continues to move quickly. Minor conflict with MGE resolved

SANITARY SEWERS

- **Ann Street Sanitary Sewer:** contracts signed-expect late spring or Early Summer start.
- **CCTV** - video portion is complete - reviewing results and GPS of manhole locations.
- **Eastwood Sanitary Sewer Reroute:** Project classified as a repair. Four area contractors reviewing plans to submit proposals. Anticipate results by Public Works Committee meeting
- **Clark Sewer** - Manholes delivered, contractor getting ready to start.
- **WWTP sludge removal** - 2013 and 2014 removal will be combined.

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:**
  - Audit discussion cancelled, Siemens has found an error in their data to the city's favor. A new

meeting to discuss outcome will be in the next few weeks.

- **Mechanic Street-**
  - Tentative bid date spring 2015
  - Municipal Agreement approved by BOA
- **291Partners in Progress-**
  - MODOT bid letting date 5-16-14
- **North Independence Bridge -**
  - Open to traffic by mid-April
- **2013 Sidewalk Program:** Construction has started.

A. Discussion Item (ID # 1301)

Public Works Update

City of Harrisonville est. 1836

STAFF REPORT

TO: **Public Works Committee**

FROM: **Jerry Gibbs, Director**

DATE: **January 30, 2014**

SUBJECT: **AIRPORT REPORT**

Type of Item: *Report*

LAWRENCE SMITH MEMORIAL AIRPORT REPORT

For the month of January, 2014

By James Green - Airport Manager

Hangar and Tie Down Space:

- No Hangars are available, 13 confirmed people on the waiting list
- 6 Tie down spots available

Fuel:

- Potential jet fuel sales - approx. 1,800 gallons
- 100LL - our current price is $5.70 per gallon
- Fuel prices in our service area:

Lee's Summit	$5.28 per gal.
Ottowa	$5.89 per gal.
Gardner	$5.75 per gal.
Johnson County	$6.30 per gal.
Butler	$5.70 per gal

AVGAS Sales: (Dec. 23rd to Jan. 29th)

- Price $5.70 per gallon
- Gallons Sold 273.83
- Revenue $1,560.83

- Profit $191.68

FAA Tree Hazards:

The FAA has notified many airports in Missouri of possible hazardous obstacles located in their approach slopes. The city received an e-mail regarding four trees that were penetrating this slope, two are located to the south and two are located to the north, the locations of these obstacles were calculated from old information and the FAA has given the city until Feb. 10th to verify the validity of the obstructions or present a plan to remove them.

Since the city has recently begun an ALP and AGIS project, much of this area is scheduled to be surveyed but might not be completed prior to the FAA deadline. Lochner has been working with the company they sub-contracted to survey the area in hope to get this information as soon as possible but it is not yet known if that information is available.

Land Lease:

MoDOT has been reviewing the land lease agreement and the appraisal of the 1 acre lot on airport property. Staff was hopeful that their comments would be received this month but had not at the time of this report. The comments should be received and addressed by the next Public Works Committee Meeting so the agreement can be presented for acceptance.

A. Discussion Item (ID # 1315)

AIRPORT REPORT

Attachments:

Potential Jet Fuel Sales Jan 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
2014	1,800												

Attachment: Potential Jet Fuel Sales Jan 14 (AIRPORT REPORT)