



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 2, 2015
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award Honoring Tad Snell, Water Department, for 15 Years of Service to the City of Harrisonville**
 - B. A Proclamation Designating February 2015 as Technical Education Month for Cass Career Center**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 19, 2015 7:00 PM**
 - B. Collette Culver's comments-Morrison Ally Vacation**
- 6. Agenda Items**
 - A. Council Bill 007: AN ORDINANCE VACATING AN UNIMPROVED ALLEY LYING SOUTH OF BLOCK 216 AND NORTH OF BLOCK 221 IN ORIGINAL HARRISONVILLE, HARRISONVILLE, CASS COUNTY, MISSOURI.**
 - B. Public Hearing for Marketplace ROW Vacation**

- C. **Council Bill 013: AN ORDINANCE VACATING AN UNIMPROVED RIGHT OF WAY LYING WEST OF SOUTH COMMERCIAL STREET AND ON THE SOUTHEAST CORNER OF THE HARRISONVILLE MARKETPLACE DEVELOPMENT IN HARRISONVILLE, CASS COUNTY, MISSOURI.**
 - D. **Council Bill 014: A RESOLUTION AUTHORIZING THE CITY OF HARRISONVILLE TO ADOPT A POLICY GOVERNING THE REPAIR AND/OR INSTALLATION OF CURB AND GUTTERS AND SIDEWALKS IN THE CITY.**
 - E. **Council Bill 015: A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE EXTENSION OF THE TOW POLICY FOR TWO ADDITIONAL YEARS, ENDING FEBRUARY 1, 2017.**
 - F. **Council Bill 016: AN ORDINANCE AMENDING THE NOISE ORDINANCE CHAPTER 250 SECTION .020 OF THE CITY OF HARRISONVILLE, MISSOURI CITY CODE**
 - G. **Council Bill 17: AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI TO EXECUTE THE FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI AND THE HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT**
- 7. **Aldermen and Committee Reports**
 - 8. **Report from the City Administrator**
 - 9. **Report from the Mayor**
 - 10. **Questions from the Media**
 - 11. **Adjourn to Executive Session**
 - 12. **Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 30th day of January 2015

Sheryl Stanley, Deputy City Clerk

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

Presented by the Mayor and the Harrisonville Board of Aldermen to

Tad Snell

In Grateful Appreciation for

15 Years

Of Dedicated Service to



Feb. 2, 2015

Kevin Wood, Mayor

Attachment: Tad Snell (1723 : Service Award - Tad Snell)



PROCLAMATION



WHEREAS, February 1-28, 2015 has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education gives high school students experience in practical, meaningful applications of technical skills and academic skills such as communications and mathematics, thus improving the quality of their education, giving all students leadership opportunities in their chosen fields and in their communities; and preparing them for the “next” step to the career of their choice or continuing their education beyond high school; and

WHEREAS, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville, I, Mayor Kevin Wood do hereby designate the month of February as Career and Technical Education Month.

Kevin W. Wood, Mayor



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 19, 2015
7:00 PM

1. Call to Order & Pledge of Allegiance

Mayor Wood called the meeting to order at 7:11 P.M.

2. Roll Call

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

Others Present: City Administrator Keith Moody, City Attorney Steve Mauer, Finance Director Mike Tholen, Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, EMS Director Larry Francis, Electric Department Director Keith Thomas and Assistant Public Works Director Eric Patterson.

3. Ceremonial Matters

None.

4. Public Participation

A. Public Participation

Jack Cotton, 802 Eastwood stated he had not been contacted regarding his questions from the last Board meeting regarding the construction along 291. Mayor Wood stated someone would contact him.

Mr. Cotton received clarification from the Board regarding utility right of ways. Mr. Cotton also commented on the benefits of the 291/71 project once it is completed and compared the project benefits to the Pearl Street project.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Jan 5, 2015 7:00 PM

Minutes were approved.

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

6. Agenda Items

A. Public Hearing for Vacating Morrison Alley

Collette Culver shared her reasons why she was against the Morrison Alley Vacation. Ms. Culver's statement is attached.

Mr. Morrison stated he felt all of Ms. Culver's questions were answered at the last P & Z meeting, stated there had been a survey done by Troy Bowers, and he does not intend to build a fence.

Mr. Torres, 604 E Mechanic, stated he would like to see the alley unchanged.

With no one else coming forward to speak Mayor Wood closed the public hearing at 7:44 pm.

B. AN ORDINANCE VACATING AN UNIMPROVED ALLEY LYING SOUTH OF BLOCK 216 AND NORTH OF BLOCK 221 IN ORIGINAL HARRISONVILLE, HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Mauer read Council Bill 007 for the first time by title only. Mr. DeLuca shared that Mr. Morrison will gain approximately 7 1/2 feet of property. Mr. DeLuca also reported that with the alley vacation, the right-of-way will disappear but the utility easement will remain. Mr. DeLuca explained traditionally if a fence is built along the easement the City will remove it when necessary and will put it back.

Mayor Wood stated this is the first reading of the bill, the second reading will take place at the next meeting and staff was given direction to have answers to Ms. Culver's questions at the next meeting.

RESULT:	FIRST READING
Next: 2/2/2015 7:00 PM	

C. Public Hearing for Manor Lane Vacation

Mayor Wood opened the Public Hearing; Ms. Jessie Bailey, 2005 Crestwood Drive, spoke stating she wants to vacate the right-of-way as it is not wide enough and it was noted that Manor Lane will never be a street.

With no further public comment the hearing was closed.

D. AN ORDINANCE VACATING MANOR LANE FROM THE NORTH LINE OF LOT 145 TO THE SOUTH LINE OF LOT 145 (EXCEPT THE NORTH 25 FEET OF LOT 145) IN THE HILLCREST SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Mauer read Council Bill 008 by title only. Mr. DeLuca presented the details to the Board, reported the City would retain the utility easement, and this comes with a recommendation for approval from staff and the Planning and Zoning Commission.

Alderman Stull made the motion to suspend the rules and move Council Bill 008 to it's second reading. Alderman Brown seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dickerson, Dahlman, Stull, Brown, Meyer, Reece, Milner, and Coburn

Nays: None

Absent: None

Abstain: None

City Attorney Mauer read Council Bill 008 for a second time by title only.

Council Bill 008 became Ordinance 3299.

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

E. Public Hearing for Vacating Portions of Mark Twain Street and Short Street

Mayor Wood opened the public hearing. Mr. Reuben Carter spoke on behalf of Mr. Bill Clark stating he did not think this vacation request affected anyone else. Mr. DeLuca reported this has been approved by the Park Board and the utility easement will be preserved.

With no one else coming forward to speak Mayor Wood closed the public hearing.

F. AN ORDINANCE VACATING A PORTION OF MARK TWAIN STREET AND A PORTION OF SHORT STREET IN THE ORIGINAL TOWN OF HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Mauer read Council Bill 009 by title only. There were no questions.

Alderman Reece moved to suspend the rules and move Council Bill 009 to it's second reading. Alderman Dahlman seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Stull, Coburn, Reece, Dickerson, Dahlman, Meyer, Milner, and Brown.

Nays: None

Absent: None

Abstain: None

City Attorney read Council Bill 009 for a second time by title only.

Council Bill 009 became Ordinance 3300.

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

G. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF HARRISONVILLE, MISSOURI TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH CASS COUNTY PROFESSIONAL FIREFIGHTERS, LOCAL 3112

City Attorney Mauer read Council Bill 094 by title only; City Clerk Hubbard noted that Council Bill 094 had been tabled at the 11-15-14 meeting. Mr. Moody reported the memo in the packet summarizes the differences between the proposed agreement and the city's personnel policy. Alderman Reece confirmed that the management team who participated in the negotiations was "okay" with the proposed agreement.

Alderman Meyer stated that the proposed agreement brings a third party into the process and procedures for the firefighter employees creating a separation between the rest of the employees.

Firefighters Local 3112 President, Jason Honderick spoke and noted the proposed contract specifies management rights, that the firefighters will follow city personnel policy, and the proposed document provides a clearer understanding of expectations to the firefighters. Mr. Honderick did clarify that if there were changes to the city's personnel policy then there would be meetings with the labor management.

Alderman Stull noted that this could put the fire department at odds with other city employees. Mr. Honderick noted he thought the agreement was safer for the City as the agreement goes beyond the City policy and reviewed the staffing requirements per the agreement. Mr. Moody noted the City tries to maintain coverage of seven personnel per shift but that it does fluctuate at times. Mr. Moody also reported per the proposed agreement the City maintains the right to manage the overtime and that it was staff's recommendation for approval.

Council Bill 094 was defeated.

RESULT:	DEFEATED [3 TO 5]
MOVER:	Bret Reece, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bret Reece, David Dickerson, Morris Coburn
NAYS:	Brown, Meyer, Stull, Milner, Dahlman

H. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER WITH PAR ELECTRIC TO INCLUDE CONSTRUCTION LABOR ON THE LAKE HARRISONVILLE CROSSING PROJECT IN AN AMOUNT NOT TO EXCEED \$92,000.

City Attorney Mauer read Council Bill 010 by title only. Mr. Thomas reviewed the change order and reported he was certain rock would be encountered and he has estimated a cost of approximately \$21,000 to cover this.

Council Bill 010 became Resolution 007.

Minutes Acceptance: Minutes of Jan 19, 2015 7:00 PM (Approval of Minutes)

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

I. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BELL LUMBER & POLE CO. FOR THE PURCHASE OF ELECTRIC POLES FOR USE IN THE LAKE HARRISONVILLE DISTRIBUTION CROSSING IN AN AMOUNT NOT TO EXCEED \$29,496

*City Attorney Mauer read Council Bill 011 by title only. Mr. Thomas reviewed the project.
 Council Bill 011 became Resolution 008.*

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

J. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BOWERS ENGINEERING AND SURVEYING FOR THE SURVEY OF LAKE HARRISONVILLE PROPERTY BOUNDARIES IN AN AMOUNT NOT TO EXCEED \$45,000.

City Attorney Mauer read Council Bill 009 by title only. Mr Patterson reviewed the project, noted a survey has never been done and the lake boundaries are not known. This survey is part of the conservation program to provide protection for the lake which provides the City's drinking water.

Council Bill 012 became Resolution 009.

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

7. Aldermen and Committee Reports

Alderman Coburn inquired whether the City would be publishing the legal documents regarding the Tax Increment Financing Projects (TIF's) and Mr. Tholen stated the City would publish this information.

8. Report from the City Administrator

Mr. Moody distributed tax information for 2014, reported projects for 2014 have come in under budget.

9. Report from the Mayor

No report.

10. Questions from the Media

No questions.

11. Adjourn From Regular Session

Alderman Coburn made the motion to adjourn the meeting, Alderman Dickerson seconded the motion and it was approved by a unanimous vote. The meeting adjourned at 8:32 p.m.

12. Adjourn to Executive Session

No executive session.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Jan 19, 2015 7:00 PM (Approval of Minutes)

My name is Collette Culver; I am a certified emergency nurse, an Emergency Manager over 2 hospital health system, a member of the State and Federal Medical Disaster teams through the Department of Health and Human Services as well as a contract educator for Homeland Security and the Center for Disease Control. I have lived in my same home at 702 E. Mechanic St. for 27 years, raised 2 daughters who excelled through the Harrisonville School system and consider Harrisonville my home and an excellent place to live while still being close to the City. I am here tonight to address concerns and to comment on the proposed alley vacancy requested by Mr. Morrison.

First let me say that my attendance at last month's planning and Zoning Commission was a first for me. I anticipated seeing how my city makes informed decisions while including resident's input. I walked away disappointed from that meeting for a number of reasons. First, because the committee could not answer the questions I had regarding the vacancy and secondly because even when they did not have the answers needed themselves they decided to vote on the request. Now common sense would dictate that if additional information is needed then additional information should be obtained before a topic is put to vote. The questions regarding whom would be responsible for the revised legal descriptions of said property and property taxes moving forward, how the vacancy would affect the ability for utility vehicles to access poles and trees and how current land owners could still utilize the alley during proposed construction to Mechanic Street all went unanswered, and although there was a lot of speculation from certain committee members and the City Developer, it was noted there was information lacking that would have been useful to make an informed decision and vote. Yet a vote was taken. Not only is this concerning from a personal perspective, it is concerning to me from a larger City perspective as decisions made could potentially affect the City budget if legal descriptions and quit-claim deeds were the responsibility of the City. It was very apparent that it was concerning to at least 2 of the committee members as they too were surprised a vote was being taken, and subsequently both voted nay. And so I find myself here tonight asking the same questions and stating my same concerns:

1. There is no benefit to me or other adjoining landowners to accept the additional property of the undeveloped alley, in fact, according to a letter I received from Mr. DeLuca, all I am gaining is a whole lot of legal fees having my property resurveyed, a legal description created, paperwork with the title, mortgage and insurance companies resubmitted, and likelihood of increased property taxes and insurance. All very bothersome for a small amount of footage which I will not use any differently than I have in the last 27 years.
2. I read with interest the original paperwork submitted by Mr. Morrison regarding his request for the additional property to be used "in order to use a portion for storage space". Let it be known that Mr. Morrison has already constructed a storage shed in that area, ~~which I also noted was left out of the photos submitted,~~ and which he was quoted as saying at the zoning meeting was "an inch from the alley line". Is that considered within current code standards? Has this new structure been inspected by the city and found to be in compliance with the existing codes? Or is this a case of asking forgiveness rather than permission and scrambling to correct an oversight on the city's part? And as for proposed storage, I have been staring at building materials stacked in this area for over a year, including a time when the base of the storage shed

was covered with tarp and filled with water, becoming a haven for birds and mosquitos. It seems storage is equivalent to physically having stuff stacked against a fence. Perhaps it is Mr. Morrison's intent to build an extension to his privacy fence which is a 6 ft. structure with another 2 ft. of fencing attached to the top. Regardless, allowing more footage to Mr. Morrison's property means closer proximity to mine, and it is my preference to keep the space unaltered, thus allowing all land owners utilization of the alley when large vehicles/trailers need to move through that area (think gravel trucks, tree trimming vehicles, utility workers, etc.), when children want to use it as a walkway going to and from school, and when alternate means of entering and exiting Mechanic St is warranted.

In regard to a survey that Mr. Morrison claims he had conducted on the property: has the City reviewed the document? I have not seen the document nor know its findings. And does the City conduct its own survey or accept a document from non-contracted sources?

3. In addition, I have concerns that the alley will be needed when construction begins on the Mechanic St/Highway 7 improvements. Although I was told by the Mr. Mills that MoDot always has to allow you to get out of your driveway, I can assure you that I was not able to leave or enter my property by conventional driveway means for a whole day while potholes and pavement were being repaired, and MoDot refused to move their trucks during the repairs, so having access to the alley is imperative not only at that time but for all other times I need alternate ways to get out of my drive and for larger vehicles to pull through without compromising safety on Mechanic Street.
4. What is the benefit for the City to vacate this property? The current landowners already maintain the grass (well most of us mow regularly), and it has served on numerous occasions as additional parking for special events (City Wide Garage sales, Burnt District Festival, Homecoming) which allowed Mechanic Street to remain safe and unobscured.

I am opposed to the City vacating this alley. It makes no financial sense for any party, including the City which would, according to Mr. Mills, have to provide quit-claim deeds to all landowners. I oppose the financial impact it would place on me and other landowners who do not wish to have the additional few feet of property and the financial and legal implications vacating such property create. Simply put, I respectfully ask that the motion for vacancy be denied for the reasons aforementioned and for the sake of common sense.

City of
Harrisonville
STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 8, 2015
SUBJECT: Second Reading of Ordinance for Morrison Alley Vacation

Type of Item: *Approval*

Issue:

The applicant has requested that an undeveloped portion of an unnamed alley behind his house be vacated.

PLEASE SEE ATTACHED FOR EXPANDED STAFF REPORT.

Background:

Location: That portion of undeveloped alley located between Blocks 216 and 221 of original Harrisonville. (See Attached Map)

Applicant: Scott Morrison

This is an undeveloped portion of an unnamed alley. The right-of-way was platted in the 1800s and is 15 feet wide. Staff is recommending that the city vacate the alley but keep the right-of-way as a utility easement.

Options:

The City may:

- Approve the request to vacate.
- Conditionally approve the application to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval

Council Bill No. 007**Ordinance No.****AN ORDINANCE VACATING AN UNIMPROVED ALLEY LYING SOUTH OF
BLOCK 216 AND NORTH OF BLOCK 221 IN ORIGINAL HARRISONVILLE,
HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of said alley.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public alley and forever vacate the following described alley, subject to the following reservation of the existing easements.

All of that portion of the unimproved alley lying south of Block 216 and north of Block 221 in Original Harrisonville, Harrisonville, Cass County, Missouri.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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

SECTION 5. *Effective Date.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ ONE TIME BY TITLE ONLY ON JANUARY 19, 2015, READ FOR A SECOND TIME AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 2nd DAY OF FEBRUARY 2015.

Kevin W. Wood, Mayor and Ex-Officio

Chairman of the Board of Aldermen

Kim Hubbard

City Clerk

APPROVED by the Mayor this 2nd day of February 2015.

M E M O R A N D U M

TO Mayor Wood & Board of Aldermen

FROM Rick DeLuca, Director of Community Development

DATE January 28, 2015

SUBJECT Morrison Alley Vacation

Type of Item: Action Item

Issue:

The applicant has requested that an undeveloped portion of an unnamed alley behind his house be vacated.

Background:

Location: That portion of undeveloped alley located between Blocks 216 and 221 of original Harrisonville. (**Attachment E**)

Applicant: Scott Morrison

This is an undeveloped portion of an unnamed alley. The right-of-way was platted in the 1800s and is 15 feet wide. Staff is recommending that the city vacate the alley but keep the right-of-way as a utility easement.

At the January 19, 2015 Board of Aldermen meeting Collette Culver had numerous questions and provided a letter outlining her questions and complaints to City Clerk Hubbard (**Attachment A**). The intent of this memo is to provide an overview of the situation and provide documentation for the Board's consideration.

On December 18, 2014 the Planning and Zoning Commission held a public hearing and recommended approval of the requested alley vacation. Ms. Culver had several questions during the meeting. The questions had little to do with the question under consideration: Is it necessary for the City to have this 15 foot ROW (alley)? Should the Commission recommend vacating the subject ROW? The questions that went unanswered were pertaining to property specific details on the Mechanic Street project, how the County handles the vacation, how the title company handles the vacation, etc. These are questions that the Commission have little knowledge of and staff was not prepared at that time to answer questions about a MoDOT project that was not related to the issue at hand. *It should be noted that staff and the Commission had enough information to make a*

recommendation as to whether to vacate the ROW or not. Both the Staff and Commission recommend vacating the ROW and maintaining a utility easement. (Attachment B).

In Ms. Culver's letter she states that there is "no benefit to me or other adjoining landowners". The following outlines how this vacation would benefit several of the property owners adjacent to the alley.



The fence which belongs to Janet and Eugene Breaux (700 E. Mechanic) runs down the middle of the undeveloped alley ROW. Their fence is NOT on their property. If the alley is vacated, the fence would be on the property line.



The shed on the left side of the photograph is owned by Jeanne Baker (701 Wall Street). The center of the alley is at the fence. The property line is approximately at the south face of the shed. This shed does not meet setback requirements and may encroach onto the ROW. If the alley is vacated, the shed would either meet, or be close to meeting the setback requirement. Furthermore, encroachment would not be an issue if vacated.



This shed is owned by James Wingo (706 E. Mechanic Street). The center of the alley is the stake on the right (close to the fence). Mr. Wingo's property line is located 7 ½ feet to the right (south) of that survey stake. This shed and fence is NOT located on Mr. Wingo's property. If the alley is vacated, the shed and fence would then be on Mr. Wingo's property.

Ms. Culver stated that the alley is used to access her back yard for parking. To do this, and remain on right of way, a vehicle would have to navigate a narrow corridor of unobstructed right of way (shown by these two stakes). Please keep in mind that parking on grass is a violation of City ordinances.



The power poles are located close to the center line of the alley ROW. This particular pole is located between Mr. Morrison's property (north/left) and Ms. Culver's property (south/right). It should be noted that there is approximately 6 feet on either side of the utility pole for a drive aisle.

Please understand that each of the above photographs (due to encroachments) have a drive aisle of between 6 feet – 8 feet. To drive down this alley, it would be very difficult to NOT encroach onto private property.



Although this has nothing to do with the vacation, I am addressing this because it was called out in Ms. Culver's letter (#2).

Shed. *To date, Mr. Morrison's shed is compliant with City Code. The permit (#14220) was issued on November 14, 2014 and expires on May 13, 2015. The structure has been inspected.*

Fence. *The existing 8 foot fence is in compliance with City Code.*

Lumber. *The Codes Officer is monitoring the property to ensure continued compliance.*

Survey. *The City has reviewed the document and the City does not do surveying for private projects. Ms. Culver has not requested to see any documents.*

In Ms. Culver's letter (paragraph #1) she states that I sent her a letter that says that the adjacent property owners will be responsible for a long list of fees, insurance and taxes. I have attached the email that she was referring to so you can read what was stated. I simply stated that the City can't spend public money on private property. I also outlined the types of people (title companies, lawyers, realtors) that are more familiar with the process (**Attachment C**).

In Ms. Culver's letter (paragraph #3) she is concerned that she will not have access to her property during the Mechanic Street construction project. I have attached correspondence from Lee Ann Kell with MoDOT. Ms. Culver will have access to her property from Mechanic Street during the project. (**Attachment D**).

Ms. Culver asks the question (paragraph #4)... "What is the benefit for the City to vacate this property?" There is no benefit for the City to vacate the right-of-way. This is being done because it was requested and it would be beneficial to the properties directly adjacent to the alley. Please understand that the alley right-of-way was dedicated (*the City received it at no cost*) 100+ years ago. The City does not need the right-of-way or an alley in this location. Most importantly, the aforementioned property owners will find benefit to the vacation. It is not desirable to have structure and fences that are not on property you own. Furthermore, given the location of the utilities, it is very difficult to drive down this alley without encroaching on private property. This vacation will fix several problems adjacent to the alley. This is simply something that a City can do to fix a problem(s) for a citizen(s) of the community.

It is recommended that you walk this undeveloped alley. I am available to accompany you if you would like. Please call me at 816-380-8912 if you would like to schedule a time to see this alley or have any questions.

Finally, it should be noted that Julio Torres (604 E. Mechanic) spoke in opposition to the alley vacation. Mr. Torres is not an adjacent property owner to the subject alley. For future reference, the five adjacent property owners are listed below (**Attachment E**).

William & Lela May McGowen
709 E. Wall Street
Harrisonville, MO 64701

Jeanne Baker
701 E. Wall Street
Harrisonville, MO 64701

James Wingo
706 E. Mechanic
Harrisonville, MO 64701

Collette Culver
702 E. Mechanic
Harrisonville, MO 64701

Janet and Eugene Breaux
700 E. Mechanic
Harrisonville, MO 64701

Options:

The City may:

- Approve the request to vacate.
- Conditionally approve the application to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(December 18, 2014)

Approval

Staff Recommendation:

Approval

My name is Collette Culver; I am a certified emergency nurse, an Emergency Manager over 2 hospital health system, a member of the State and Federal Medical Disaster teams through the Department of Health and Human Services as well as a contract educator for Homeland Security and the Center for Disease Control. I have lived in my same home at 702 E. Mechanic St. for 27 years, raised 2 daughters who excelled through the Harrisonville School system and consider Harrisonville my home and an excellent place to live while still being close to the City. I am here tonight to address concerns and to comment on the proposed alley vacancy requested by Mr. Morrison.

First let me say that my attendance at last month's planning and Zoning Commission was a first for me. I anticipated seeing how my city makes informed decisions while including resident's input. I walked away disappointed from that meeting for a number of reasons. First, because the committee could not answer the questions I had regarding the vacancy and secondly because even when they did not have the answers needed themselves they decided to vote on the request. Now common sense would dictate that if additional information is needed then additional information should be obtained before a topic is put to vote. The questions regarding whom would be responsible for the revised legal descriptions of said property and property taxes moving forward, how the vacancy would affect the ability for utility vehicles to access poles and trees and how current land owners could still utilize the alley during proposed construction to Mechanic Street all went unanswered, and although there was a lot of speculation from certain committee members and the City Developer, it was noted there was information lacking that would have been useful to make an informed decision and vote. Yet a vote was taken. Not only is this concerning from a personal perspective, it is concerning to me from a larger City perspective as decisions made could potentially affect the City budget if legal descriptions and quit-claim deeds were the responsibility of the City. It was very apparent that it was concerning to at least 2 of the committee members as they too were surprised a vote was being taken, and subsequently both voted nay. And so I find myself here tonight asking the same questions and stating my same concerns:

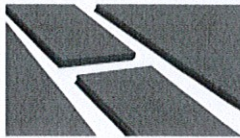
1. There is no benefit to me or other adjoining landowners to accept the additional property of the undeveloped alley, in fact, according to a letter I received from Mr. DeLuca, all I am gaining is a whole lot of legal fees having my property resurveyed, a legal description created, paperwork with the title, mortgage and insurance companies resubmitted, and likelihood of increased property taxes and insurance. All very bothersome for a small amount of footage which I will not use any differently than I have in the last 27 years.
2. I read with interest the original paperwork submitted by Mr. Morrison regarding his request for the additional property to be used "in order to use a portion for storage space". Let it be known that Mr. Morrison has already constructed a storage shed in that area, ~~which I also noted was left out of the photos submitted,~~ and which he was quoted as saying at the zoning meeting was "an inch from the alley line". Is that considered within current code standards? Has this new structure been inspected by the city and found to be in compliance with the existing codes? Or is this a case of asking forgiveness rather than permission and scrambling to correct an oversight on the city's part? And as for proposed storage, I have been staring at building materials stacked in this area for over a year, including a time when the base of the storage shed

was covered with tarp and filled with water, becoming a haven for birds and mosquitos. It seems storage is equivalent to physically having stuff stacked against a fence. Perhaps it is Mr. Morrison's intent to build an extension to his privacy fence which is a 6 ft. structure with another 2 ft. of fencing attached to the top. Regardless, allowing more footage to Mr. Morrison's property means closer proximity to mine, and it is my preference to keep the space unaltered, thus allowing all land owners utilization of the alley when large vehicles/trailers need to move through that area (think gravel trucks, tree trimming vehicles, utility workers, etc.), when children want to use it as a walkway going to and from school, and when alternate means of entering and exiting Mechanic St is warranted.

In regard to a survey that Mr. Morrison claims he had conducted on the property: has the City reviewed the document? I have not seen the document nor know its findings. And does the City conduct its own survey or accept a document from non-contracted sources?

3. In addition, I have concerns that the alley will be needed when construction begins on the Mechanic St/Highway 7 improvements. Although I was told by the Mr. Mills that MoDot always has to allow you to get out of your driveway, I can assure you that I was not able to leave or enter my property by conventional driveway means for a whole day while potholes and pavement were being repaired, and MoDot refused to move their trucks during the repairs, so having access to the alley is imperative not only at that time but for all other times I need alternate ways to get out of my drive and for larger vehicles to pull through without compromising safety on Mechanic Street.
4. What is the benefit for the City to vacate this property? The current landowners already maintain the grass (well most of us mow regularly), and it has served on numerous occasions as additional parking for special events (City Wide Garage sales, Burnt District Festival, Homecoming) which allowed Mechanic Street to remain safe and unobscured.

I am opposed to the City vacating this alley. It makes no financial sense for any party, including the City which would, according to Mr. Mills, have to provide quit-claim deeds to all landowners. I oppose the financial impact it would place on me and other landowners who do not wish to have the additional few feet of property and the financial and legal implications vacating such property create. Simply put, I respectfully ask that the motion for vacancy be denied for the reasons aforementioned and for the sake of common sense.



City of

Harrisonville

est.
1836

MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
CITY HALL
DECEMBER 18, 2014
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Chair Bill Mills

Attendee Name	Title	Status	Arrived
Kevin Wood	Mayor	Absent	
Chuck Jones		Present	
Cody Chancellor		Absent	
Walter Bruens		Absent	
Chris Chiodini		Present	
Scott Milner		Present	
Bill Mills	Chair	Present	
Murad Hasam		Present	
Julie Zorn		Present	

Also present were Ivan Stull, Board liaison, Rick DeLuca, Director of Community Development, and April Clark, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Nov 20, 2014 6:00 PM

With no additions or corrections, the minutes of November 20, 2014, were approved as written.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Chuck Jones
SECONDER:	Chris Chiodini
AYES:	Jones, Chiodini, Milner, Mills, Hasam, Zorn
ABSENT:	Kevin Wood, Cody Chancellor, Walter Bruens

3. Agenda Items

A. Public Hearing for Morrison Alley Vacation

Chairman Bill Mills opened the public hearing at 6:05 PM.

Publish 1/19/2015 4:00 PM

Collette Culver, 702 E. Mechanic, asked what is to be accomplished with this vacation.

Director Rick DeLuca explained that in between the lots is a 15' strip of land that is a platted alley, but is not currently being used as an alley. Mr. Morrison is asking to vacate the right-of-way (ROW) in order to either build a fence, place a shed, or plant trees. The City will keep an easement for the utilities that may be placed in the ROW.

Ms. Culver asked what that means to the other property owners in the Block. Director DeLuca said that usually the land is split down the middle with 7.5' on each side given to the property owners on each side. He explained that Scott Morrison originally requested this in order to build a shed, but ended up not needing it to build. Ms. Culver stated her concern with the access to the houses when Mechanic Street is being worked on. She said people already use the alley to bring a trailer in, if needed, so as not to block Mechanic Street.

Chairman Mills said this is a 15' strip of land owned by the City, with a property owner asking the City to vacate it and give the land to each property owner on either side. There was discussion regarding access to the Mechanic Street properties.

Commissioner Julie Zorn asked Mr. Morrison if it would hinder him if the vacation wasn't granted. Mr. Morrison said that it would not. He said that the Mechanic Street owners are already using the 7.5' on their side, since their fences go to the middle of the alley now.

Commissioner Chris Chiodini asked if the shed Mr. Morrison has already built, meets current setbacks, and if the alley is vacated, would the City require a Lot Combination. Director DeLuca said no, a Lot Combination would not be required. The ordinance says that no permanent structure can be built inside an easement.

Director DeLuca said that the building official will sometimes allow a small building on skids to be inside the easement. Commissioner Chiodini asked about the MODOT project and said he would be interested in seeing how they will handle the access to those property owners. Director DeLuca said he will find out what he can about the project and bring it to the next meeting.

James Wingo, 706 E. Mechanic, asked if this vacation goes through, what would it mean for the existing shed on his property. Director DeLuca said nobody will say he needs to move it, unless the utility company needs in the easement and the shed is in the way.

With no further discussion or questions from the audience, Chairman Mills closed the public hearing at 6:33 PM.

RESULT:	DISCUSSION
----------------	-------------------

B. Consideration of Morrison Alley Vacation

Director DeLuca gave the staff report. Staff recommended approval, before knowing about the access concerns. Chairman Mills asked if the alley is maintained or used at all by the City. Director DeLuca said it is not.

Chuck Jones made a motion to approve the alley vacation. Scott Milner seconded. The motion passed with a 3-2 vote.

Chairman Mills explained that this request will go to the Board of Aldermen on the 3rd Monday in January, 2015.

RESULT:	RECOMMENDED [4 TO 2]
MOVER:	Chuck Jones
SECONDER:	Scott Milner
AYES:	Chuck Jones, Chris Chiodini, Scott Milner, Bill Mills
NAYS:	Murad Hasam, Julie Zorn
ABSENT:	Kevin Wood, Cody Chancellor, Walter Bruens

C. Public Hearing for Manor Lane Vacation

Chairman Mills opened the public hearing at 6:44PM.

Jessie Bailey, 2005 Crestwood Drive, has maintained the property for the last 40 years. With the imminent widening of 291 Highway, she would like to know that this property is hers or not. She found out she has been paying taxes on it. She has been told by her insurance company that if she has someone mowing on this property, and something happens, then her homeowners insurance won't pay. She is selling the house & property and needs to know.

With no further discussion or questions from the audience, Chairman Mills closed the public hearing at 6:47PM.

RESULT:	DISCUSSION
----------------	-------------------

D. Consideration of Manor Lane Vacation

Director DeLuca explained that City Administrator Moody had discussed the property with MODOT and they do not need the property for their project. They are not interested in the land, so all of it would go to the property owner at 2005 Crestwood Drive.

Director DeLuca gave the staff report and said that staff recommends approval of the vacation. Mrs. Bailey asked if she would get something from the City. Director DeLuca said she can get a copy of the ordinance from the Board of Aldermen's meeting.

Chuck Jones made a motion to approve the vacation. Chris Chiodini seconded. The motion passed unanimously.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Chuck Jones
SECONDER:	Chris Chiodini
AYES:	Jones, Chiodini, Milner, Mills, Hasam, Zorn
ABSENT:	Kevin Wood, Cody Chancellor, Walter Bruens

E. Public Hearing for Mark Twain Street & Short Street Vacations

Chairman Mills opened the public hearing at 6:53PM.

Applicant Bill Clark passed out a copy of the streets to be vacated.

With no discussion or questions from the audience, Chairman Mills closed the public hearing at 6:55PM.

RESULT:	DISCUSSION
----------------	-------------------

F. Consideration of Mark Twain Street & Short Street Vacations

Director DeLuca explained that the only surrounding property owners are Mr. Clark and the City. The Park Board has tabled their discussion until their January meeting. He explained that easements would be retained. Mr. Clark has requested access at this time. Staff recommends approval.

Commissioner Chiodini asked how much vacated ROW is in the FEMA flood plain. Director DeLuca said staff guesses it's approximately 1/2.

Chairman Mills asked if Ash Street is now a City street or still a part of the park. Director DeLuca said it is still part of the park.

Chuck Jones made a motion to approve the vacation. Chris Chiodini seconded. The motion passed unanimously.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Chuck Jones
SECONDER:	Chris Chiodini
AYES:	Jones, Chiodini, Milner, Mills, Hasam, Zorn
ABSENT:	Kevin Wood, Cody Chancellor, Walter Bruens

4. Discussion Items

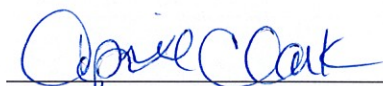
Director DeLuca said there will be a meeting in January with another vacation on the agenda.

Discussion was held regarding the process of alley/street vacations.

5. Adjourn

With no further business to come before the Commission, Chris Chiodini made a motion to adjourn. Scott Milner seconded. The motion passed and the meeting was adjourned at 7:05 PM.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "April Clark", is written over a horizontal line.

April Clark, Recording Secretary

Rick DeLuca

From: Rick DeLuca <rdeluca@ci.harrisonville.mo.us>
Sent: Tuesday, January 13, 2015 7:29 AM
To: 'cculver@carondelet.com'
Subject: Alley Vacation

Collette,

The short answer to the question of who is responsible with providing the property owners with new deeds (including legal description, necessary title work and recording fees) is that the property owner is. The City can't spend public money on private property. I don't think that most people get this done until they sell their property. Furthermore, I can't outline the process for you because this is the job (and expertise) of others in private industry (title companies, lawyers, realtors, etc).

Please let me know if you have any additional questions.

Rick DeLuca
Director of Community Development
City of Harrisonville, Missouri
816-380-8912
rdeluca@ci.harrisonville.mo.us

Rick DeLuca

From: Lee Ann Kell <Lee.Kell@modot.mo.gov>
Sent: Thursday, January 22, 2015 1:11 PM
To: rdeluca.ci.harrisonville.mo.us
Cc: Jodie Puhr
Subject: RE: Mechanic Street Project - Question

Rick,

Mechanic St will have one-lane of traffic in the eastbound direction open during construction of the project. Access will be maintained to the properties along Mechanic St. during construction. If there is a need to temporarily disrupt access to a property, MoDOT staff will discuss this with the property owner prior to the work being completed. An example would be when the end of the driveway is reconstructed to connect into the new Mechanic St.

Please let me know if you have any questions or need additional information.

Thanks.

Lee Ann Kell, P.E.
 Transportation Project Manager
 Missouri Department of Transportation
 600 Northeast Colbern Road
 Lee's Summit, MO 64086

Office: 816-607-2264
 Email: Lee.Kell@modot.mo.gov

From: rdeluca.ci.harrisonville.mo.us
Sent: Tuesday, January 20, 2015 1:17 PM
To: Lee Ann Kell
Subject: Mechanic Street Project - Question

Lee Ann,

The City received a request to vacate an undeveloped portion of an unnamed alley. The right-of-way was platted in the 1800s and is 15 feet wide. This alley is located on the north side of the highlighted parcel shown on the map below. During the public hearings Collette Culver (702 E. Mechanic) expressed concerns that the alley will be necessary to access her property during the Mechanic Street project. She also stated that she was not able to leave or access her property for a full day while MoDOT was repairing potholes and pavement.

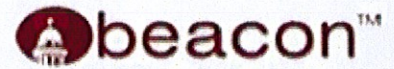
Basically, I need to confirm that Ms. Culver will have access to her property from Mechanic Street during the construction project.

Thanks for your help!

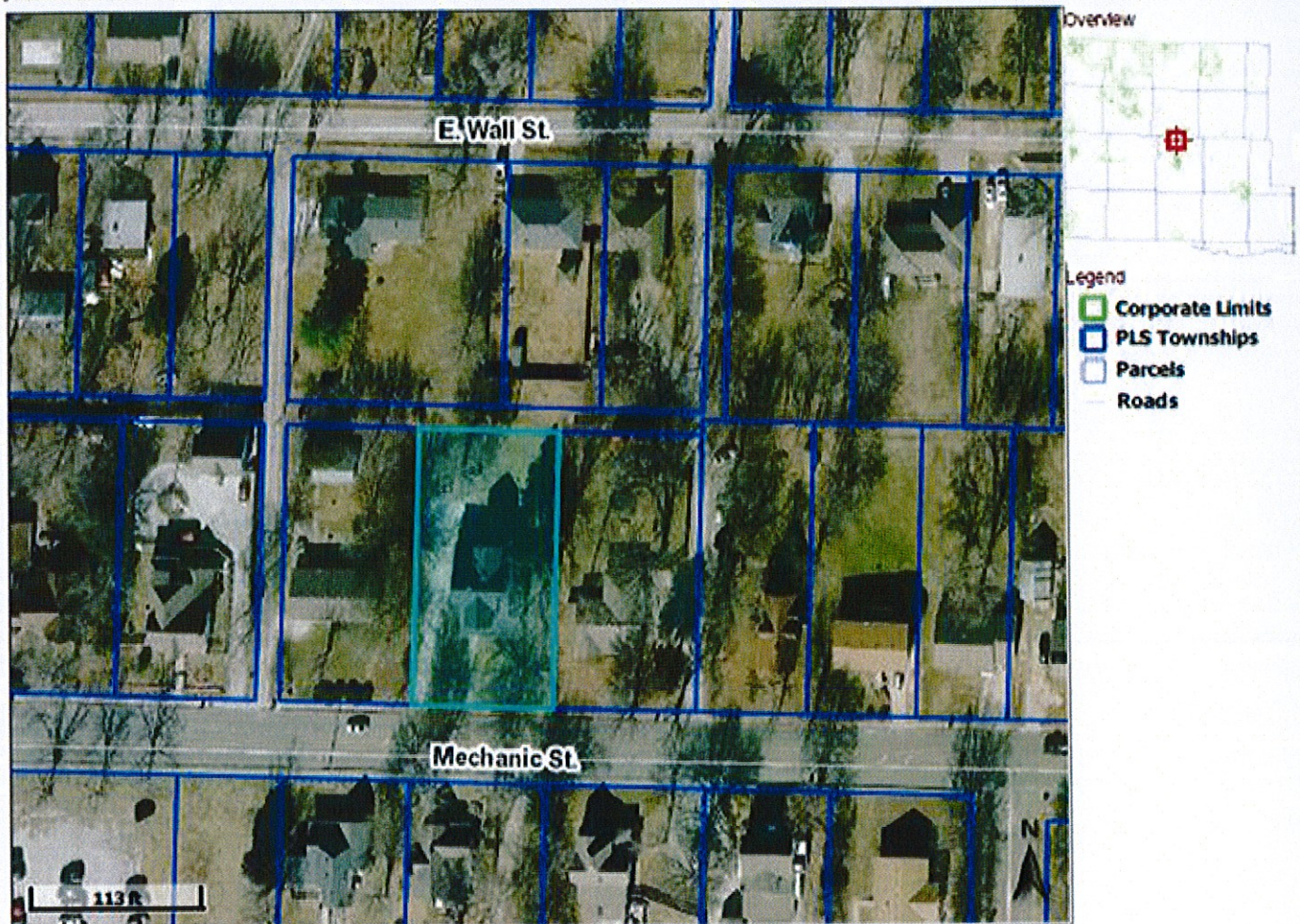
Rick DeLuca
 Director of Community Development
 City of Harrisonville, Missouri

816-380-8912
rdeluca@ci.harrisonville.mo.us

Cass County, MO



Date Created: 1/20/2015

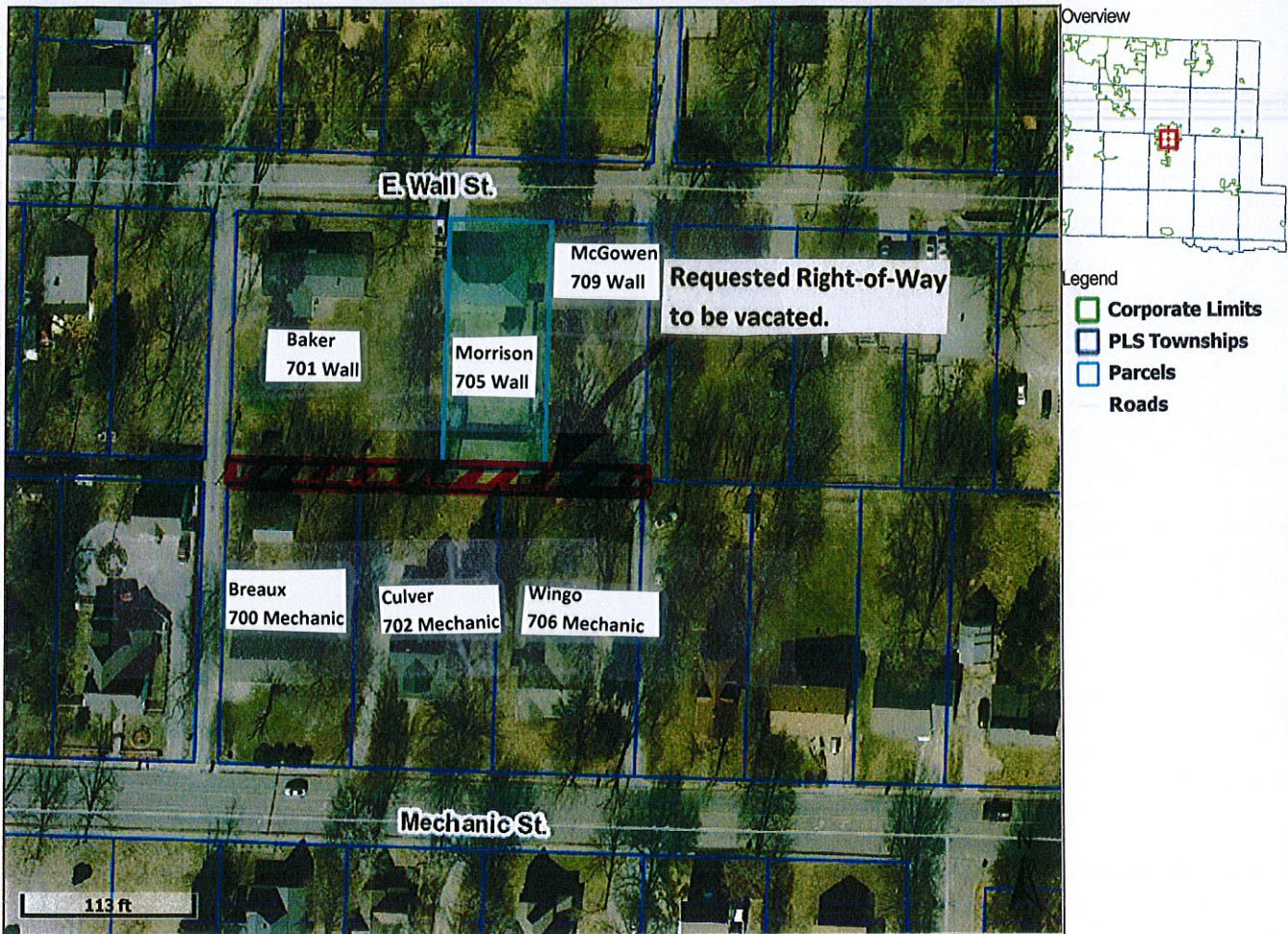


Parcel ID	132141402000005000	Alternate ID	n/a	Owner Address	CULVER, COLLETTE
Sec/Twp/Rng	4-44-31	Class	Residential		702 E MECHANIC
Property Address	702 E MECHANIC	Acreage	0.382		HARRISONVILLE MO 647010000
	HARRISONVILLE				
District	5713001				
Brief Tax Description	ORIG TOWN ALL BLOCK 221 EX W87&E93.6' ,3120/506				
	(Note: Not to be used on legal documents)				

Cass County, MO



Date Created: 11/19/2014



Parcel ID	132141103000109001	Alternate ID	n/a	Owner Address	MORRISON, SCOTT A & DEBORAH S
Sec/Twp/Rng	4-44-31	Class	Residential		705 E WALL
Property Address	705 E WALL	Acreage	0.258		HARRISONVILLE MO 647010000
	HARRISONVILLE				
District	5713001				
Brief Tax Description	ORIG TOWN W65' E150.17' BLK 216				
	(Note: Not to be used on legal documents)				

Last Data Upload: 11/19/2014 1:47:48 AM



developed by
The Schneider Corporation
www.schneidercorp.com

All of that portion of the unimproved alley lying south of Block 216 and north of Block 221 in Original Harrisonville, Harrisonville, Cass County, Missouri.

City of
Harrisonville
est. 1836
STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 28, 2015
SUBJECT: Public Hearing for Marketplace ROW Vacation

Type of Item: *Public Hearing*

TO Mayor Wood & Board of Aldermen
 FROM Rick DeLuca, Director of Community Development
 DATE January 28, 2015
 SUBJECT Marketplace ROW Vacation

Type of Item: Action Item

Issue:

The applicant has requested that an undeveloped right-of-way be vacated.

Background:

Location: West of South Commercial Street at the southeast corner of the Marketplace

Development (See Attached Map)

Applicant: Hawthorn Bank - Bill Gray

This is an undeveloped right-of-way. It appears that this has never been fully developed as a public roadway or alley. The right-of-way is 16 feet. Staff is recommending that the city vacate the street but keep the right-of-way as a utility easement.

NOTE: The applicant wishes to purchase the building at 706 S. Commercial Street, demolish the building and incorporate it into the Marketplace Development. The applicant also wishes to establish an access point onto Commercial (see attached). Staff is not recommending an access point in this location due to the proximity of the access to the south. However, Staff would allow an access point approximately 130 feet to the north that aligns with the existing access at 801 S. Commercial Street. No action is required at this time regarding the access to Commercial Street.

Options:

The City may:

- Approve the request to vacate.

- Conditionally approve the request to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(January 15, 2015)

Approval

Staff Recommendation:

Approval

B. Action Item (ID # 1733)

Public Hearing for Marketplace ROW Vacation

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of said alley.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public right of way and forever vacate the following described right of way, subject to the following reservation of the existing easements.

Record Description: Book 3783, Page 546

A PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31, HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST OF THE EAST HALF OF LOT 4; RUNNING THENCE NORTH 132 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE KANSAS CITY, CLINTON AND SPRINGFIELD RAILROAD COMPANY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY LINE OF SAID ABANDONED RIGHT-OF-WAY TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENT GRANTED TO THE STATE OF MISSOURI FOR HIGHWAY PURPOSES.

Survey Description:

A TRACT OF LAND DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°31'54" EAST ALONG THE WEST LINE THEREOF, 132.11 FEET; THENCE SOUTH 88°10'53" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 163.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET AS NOW LOCATED; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF SOUTH 9°18'20" EAST, AND AN ARC LENGTH OF 134.65 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF THE EAST HALF OF THE EAST HALF OF SAID LOT 4; THENCE NORTH 88°10'53" WEST ALONG SAID SOUTH LINE, 188.34 TO THE POINT OF BEGINNING. CONTAINS 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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

SECTION 5. *Effective Date.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON FEBRUARY 2, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 2nd DAY OF FEBRUARY 2015.

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

Kim Hubbard, City Clerk

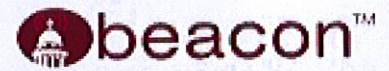
APPROVED by the Mayor this 2nd day of February 2015.

Attachments:

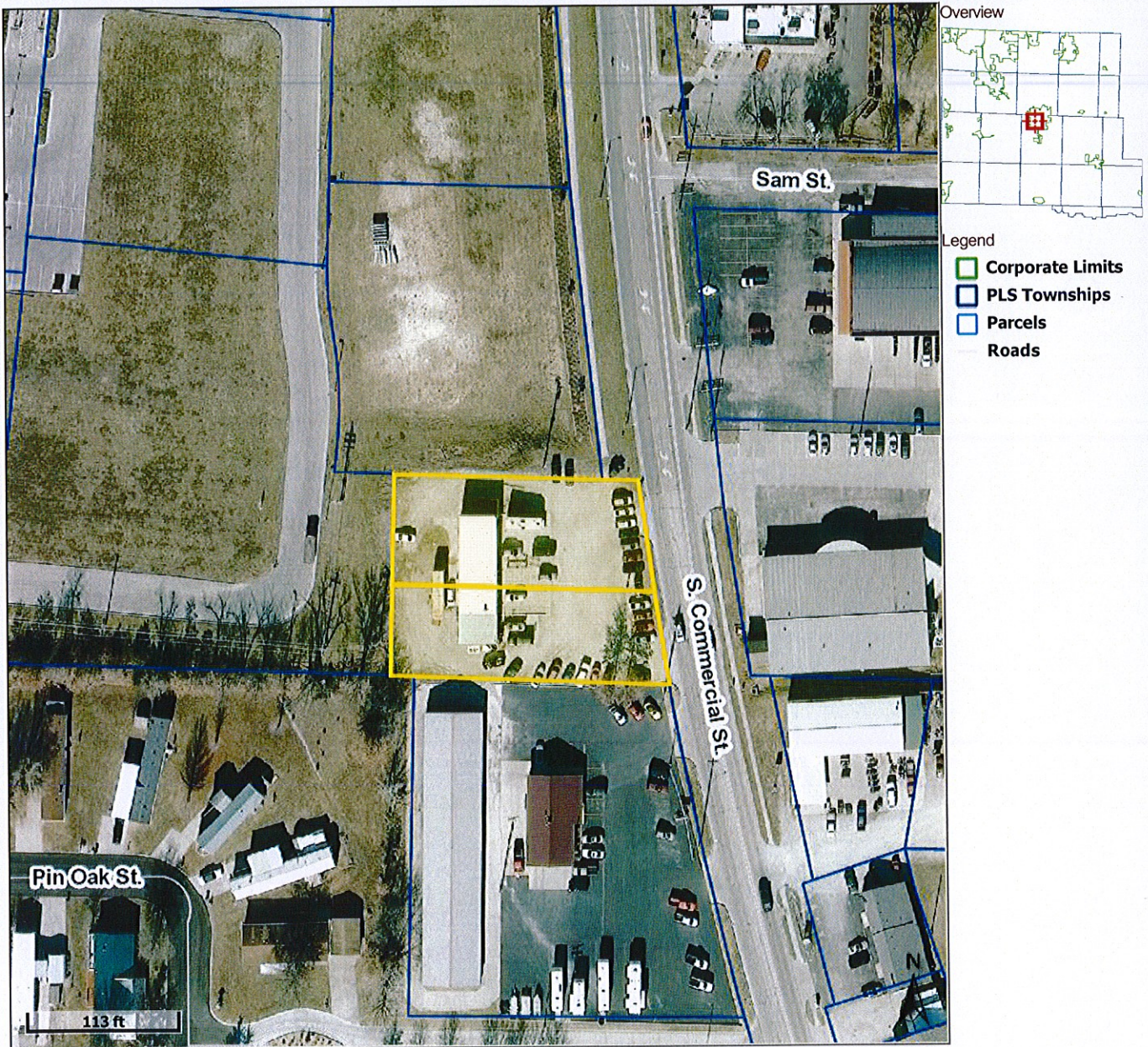
Marketplace ROW Vacation Attachments (PDF)

Vacation Marketplace Right of Way 2015 Ordinance (DOCX)

Cass County, MO



Date Created: 11/5/2014



Last Data Upload: 11/5/2014 1:23:13 AM



developed by
The Schneider Corporation
www.schneidercorp.com

Attachment: Marketplace ROW Vacation Attachments (1733 : Public Hearing for Marketplace ROW Vacation)

PLAT OF SURVEY

Record Description: BOOK 3783, PAGE 546

A PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31, HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST OF THE EAST HALF OF LOT 4; RUNNING THENCE NORTH 132 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE KANSAS CITY, CLINTON AND SPRINGFIELD RAILROAD COMPANY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY LINE OF SAID ABANDONED RIGHT-OF-WAY TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENT GRANTED TO THE STATE OF MISSOURI FOR HIGHWAY PURPOSES.

Survey Description:

A TRACT OF LAND DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°31'54" EAST ALONG THE WEST LINE THEREOF, 132.11 FEET; THENCE SOUTH 88°10'53" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 163.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET AS NOW LOCATED; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF SOUTH 9°18'20" EAST, AND AN ARC LENGTH OF 134.65 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF THE EAST HALF OF THE EAST HALF OF SAID LOT 4; THENCE NORTH 88°10'53" WEST ALONG SAID SOUTH LINE, 188.34 TO THE POINT OF BEGINNING. CONTAINS 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.



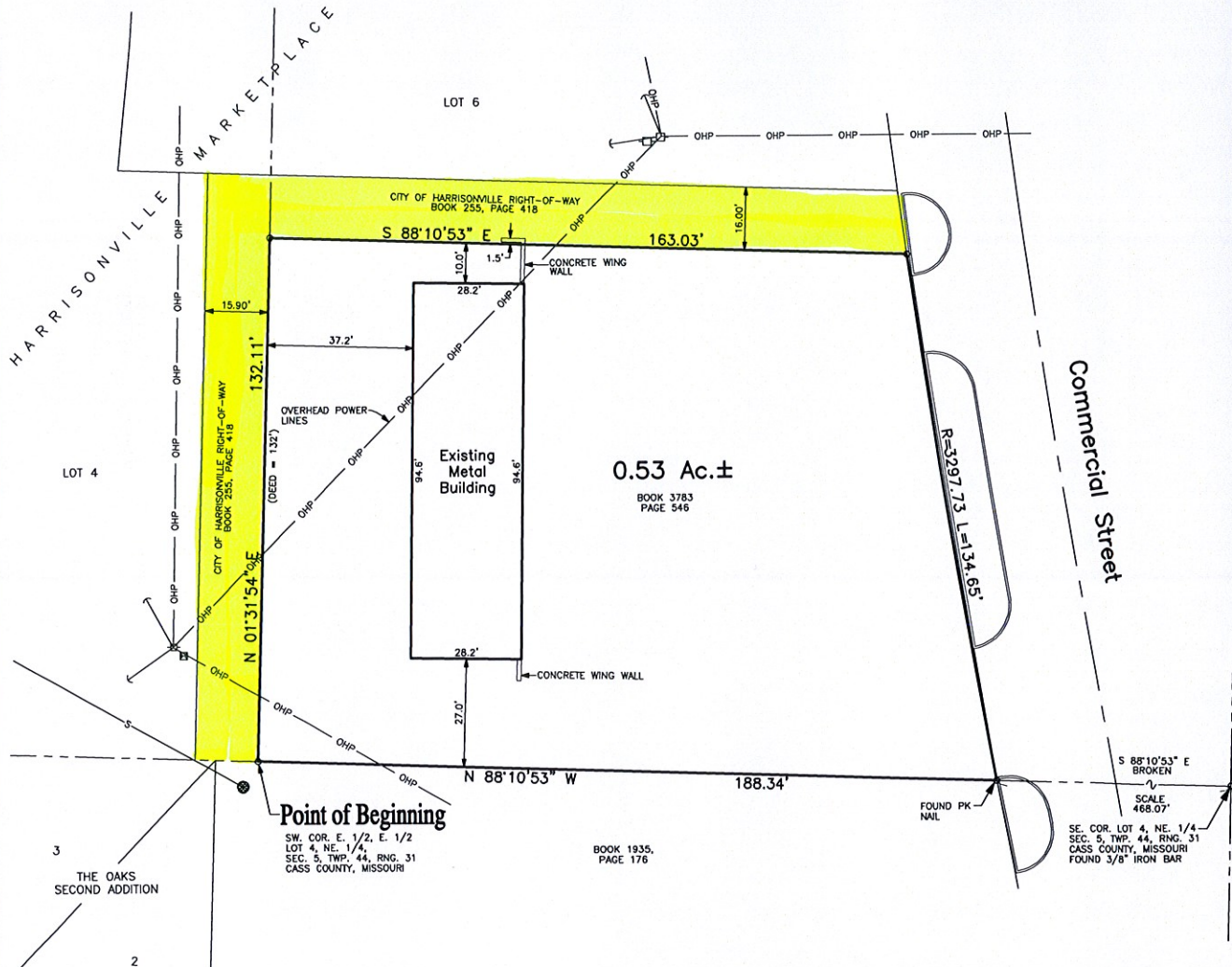
20' 0 20' 40'
SCALE IN FEET SCALE: 1" = 20'

NOTE: BEARINGS SHOWN ARE BASED ON THE CITY OF HARRISONVILLE'S CONTROL MONUMENT NETWORK.

○ = FOUND 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED BOWERS SURVEY CO. UNLESS NOTED OTHERWISE.

● = SET 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED BOWERS SURVEY LLC.

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



THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.

THIS PLAT OF SURVEY WAS PREPARED FOR RISING TIDES, LLC. AND IS EXPRESSLY FOR THEIR USE AND SAID PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY. THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

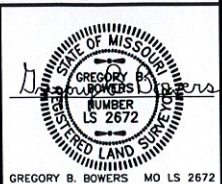
FOR: RISING TIDES, LLC. ORDERED BY: DAN KRISTE

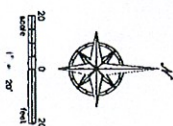


BOWERS SURVEY LLC
ESTABLISHED 1962

1908 WEST MECHANIC, SUITE 104, PO BOX 71
HARRISONVILLE, MISSOURI 64701
PHONE (816) 380-4821
bowersurvey@earthlink.net

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
5	44	31	CASS	MISSOURI	10/21/14	21005-14
DRAWING NO.	21005F.DWG	DRAWN BY:	RB	CHECKED BY:		





McAfee Henderson Solutions, Inc.
Civil Engineering & Land Surveying
1070 College Blvd., Suite 200, Las Vegas, NV 89106
Ph: 702.833-0257 Fax: 702.351-0295



City of

Harrisonville^{est. 1836}

6.B.a

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

APPLICATION FOR STREET/ALLEY VACATION

Name of person(s) requesting vacation: Hawthorn Bank - Bill Gray Mkt Pres.Address of person(s) requesting vacation: 100 Plaza Drive, Harrisonville Mo.Phone No. 380-3310 Work No. same Cell No. N/A

Attach legal description of right-of-way to be vacated:

Attach map showing location of right-of-way to be vacated, indicating nearby streets and adjacent properties.

Purpose for which request to vacate street/alley is being made:

Redevelopment

Names and addresses of property owners adjacent to the property to be vacated.

(The persons making this request for vacation of right-of-way will be responsible for sending notice by certified mail to these property owners of this request for vacation of street/alley. A copy of this application will be considered appropriate notice of the request for vacation.)

A copy of Section 515.020 of the Code of Ordinances of the City of Harrisonville was given to me at the same time as this application. I understand that:

- This application must be on file with the City Clerk for 30 days before it can be presented to the Board of Aldermen for approval.
- Should any person object to this request who owns land which abuts upon this street/alley this application must remain on file an additional 30 days before presentation to the Board of Aldermen for approval.
- If this vacation is approved by the Board of Aldermen, the right-of-way vacated will revert to the adjoining property owners in the proportion in which it was originally taken from them. The City makes no representation as to ownership of the property vacated, and I understand that it may not revert 50/50.
- I understand that I must send notice of this request, certified mail, to the adjoining property owners no later than 20 calendar days after filing of this request. I will provide proof to the City Clerk of this mailing.

Date: 12/18/14Hawthorn Bank by Bill Gray Mkt Pres.
Signature of Applicant(s)

Date filed: _____

COUNCIL BILL
ORDINANCE NO.

AN ORDINANCE VACATING AN UNIMPROVED RIGHT OF WAY LYING WEST OF SOUTH COMMERCIAL STREET AND ON THE SOUTHEAST CORNER OF THE HARRISONVILLE MARKETPLACE DEVELOPMENT IN HARRISONVILLE, CASS COUNTY, MISSOURI.

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of said alley.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public right of way and forever vacate the following described right of way, subject to the following reservation of the existing easements.

Record Description: Book 3783, Page 546

A PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31, HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST OF THE EAST HALF OF LOT 4; RUNNING THENCE NORTH 132 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE KANSAS CITY, CLINTON AND SPRINGFIELD RAILROAD COMPANY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY LINE OF SAID ABANDONED RIGHT-OF-WAY TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENT GRANTED TO THE STATE OF MISSOURI FOR HIGHWAY PURPOSES.

Survey Description:

A TRACT OF LAND DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE

EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°31'54" EAST ALONG THE WEST LINE THEREOF, 132.11 FEET; THENCE SOUTH 88°10'53" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 163.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET AS NOW LOCATED; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF SOUTH 9°18'20" EAST, AND AN ARC LENGTH OF 134.65 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF THE EAST HALF OF THE EAST HALF OF SAID LOT 4; THENCE NORTH 88°10'53" WEST ALONG SAID SOUTH LINE, 188.34 TO THE POINT OF BEGINNING. CONTAINS 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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

SECTION 5. *Effective Date.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON FEBRUARY ____, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE ____ DAY OF FEBRUARY 2015.

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

Kim Hubbard
City Clerk

APPROVED by the Mayor this ____ day of February 2015.



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 29, 2015
SUBJECT: Marketplace ROW Vacation

Type of Item: *Audit*

TO Mayor Wood & Board of Aldermen
 FROM Rick DeLuca, Director of Community Development
 DATE January 28, 2015
 SUBJECT Marketplace ROW Vacation

Type of Item: Action Item

Issue:

The applicant has requested that an undeveloped right-of-way be vacated.

Background:

Location: West of South Commercial Street at the southeast corner of the Marketplace

Development (See Attached Map)

Applicant: Hawthorn Bank - Bill Gray

This is an undeveloped right-of-way. It appears that this has never been fully developed as a public roadway or alley. The right-of-way is 16 feet. Staff is recommending that the city vacate the street but keep the right-of-way as a utility easement.

NOTE: The applicant wishes to purchase the building at 706 S. Commercial Street, demolish the building and incorporate it into the Marketplace Development. The applicant also wishes to establish an access point onto Commercial (see attached). Staff is not recommending an access point in this location due to the proximity of the access to the south. However, Staff would allow an access point approximately 130 feet to the north that aligns with the existing access at 801 S. Commercial Street. No action is required at this time regarding the access to Commercial Street.

Options:

The City may:

- Approve the request to vacate.

- Conditionally approve the request to vacate.
- Deny the request to vacate.

Planning and Zoning Commission Recommendation

(January 15, 2015)

Approval

Staff Recommendation:

Approval

Council Bill No. 013

Ordinance No.

**AN ORDINANCE VACATING AN UNIMPROVED RIGHT OF WAY LYING
WEST OF SOUTH COMMERCIAL STREET AND ON THE SOUTHEAST
CORNER OF THE HARRISONVILLE MARKETPLACE DEVELOPMENT IN
HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, the Board of Aldermen, of the City of Harrisonville, Missouri, in accordance with the provision of Chapter 89 RSMo, has held a public hearing after notice of said hearing was published in a newspaper of general circulation in Harrisonville, Missouri, at least fifteen (15) days prior to said hearing and notices of the public hearing were sent via certified mail to the abutting property owners of said alley.

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public right of way and forever vacate the following described right of way, subject to the following reservation of the existing easements.

Record Description: Book 3783, Page 546

A PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31, HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST OF THE EAST HALF OF LOT 4; RUNNING THENCE NORTH 132 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE KANSAS CITY, CLINTON AND SPRINGFIELD RAILROAD COMPANY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY LINE OF SAID ABANDONED RIGHT-OF-WAY TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENT GRANTED TO THE STATE OF MISSOURI FOR HIGHWAY PURPOSES.

Survey Description:

A TRACT OF LAND DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 44, RANGE 31, CASS

COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°31'54" EAST ALONG THE WEST LINE THEREOF, 132.11 FEET; THENCE SOUTH 88°10'53" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 163.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET AS NOW LOCATED; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF SOUTH 9°18'20" EAST, AND AN ARC LENGTH OF 134.65 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF THE EAST HALF OF THE EAST HALF OF SAID LOT 4; THENCE NORTH 88°10'53" WEST ALONG SAID SOUTH LINE, 188.34 TO THE POINT OF BEGINNING. CONTAINS 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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

SECTION 5. *Effective Date.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

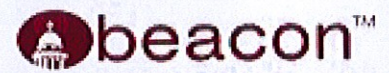
READ TWO TIMES BY TITLE ONLY ON FEBRUARY 2, 2015, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 2nd DAY OF FEBRUARY 2015.

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

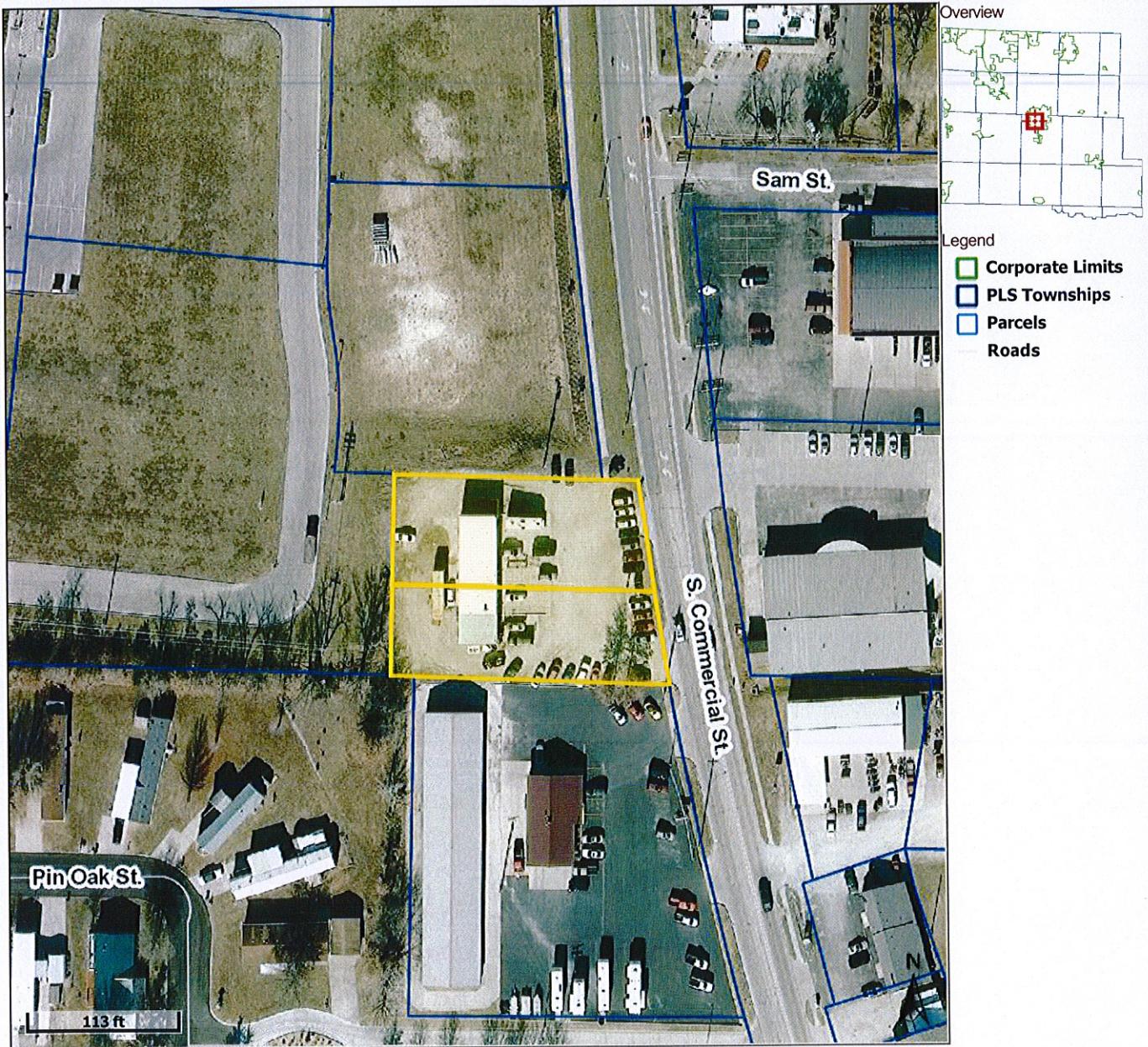
Kim Hubbard, City Clerk

APPROVED by the Mayor this 2nd day of February 2015.

Cass County, MO



Date Created: 11/5/2014



Last Data Upload: 11/5/2014 1:23:13 AM



developed by
The Schneider Corporation
www.schneidercorp.com

PLAT OF SURVEY

Record Description: BOOK 3783, PAGE 546

A PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31, HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST OF THE EAST HALF OF LOT 4; RUNNING THENCE NORTH 132 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE KANSAS CITY, CLINTON AND SPRINGFIELD RAILROAD COMPANY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY LINE OF SAID ABANDONED RIGHT-OF-WAY TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENT GRANTED TO THE STATE OF MISSOURI FOR HIGHWAY PURPOSES.

Survey Description:

A TRACT OF LAND DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°31'54" EAST ALONG THE WEST LINE THEREOF, 132.11 FEET; THENCE SOUTH 88°10'53" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 163.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET AS NOW LOCATED; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF SOUTH 9°18'20" EAST, AND AN ARC LENGTH OF 134.65 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF THE EAST HALF OF THE EAST HALF OF SAID LOT 4; THENCE NORTH 88°10'53" WEST ALONG SAID SOUTH LINE, 188.34 TO THE POINT OF BEGINNING. CONTAINS 0.53 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

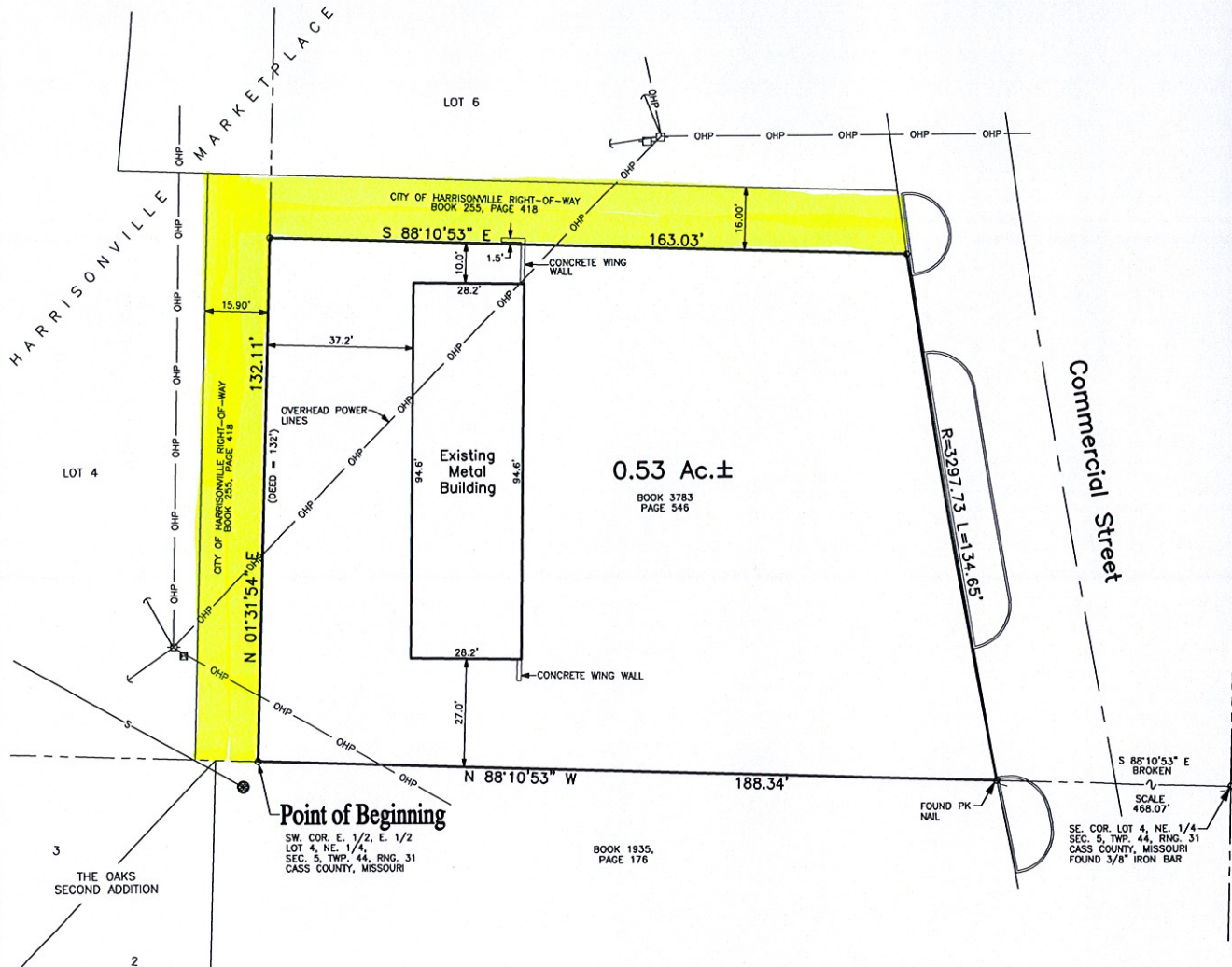


20' 0 20' 40'
SCALE IN FEET SCALE: 1" = 20'

NOTE: BEARINGS SHOWN ARE BASED ON THE CITY OF HARRISONVILLE'S CONTROL MONUMENT NETWORK.

- = FOUND 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED BOWERS SURVEY CO. UNLESS NOTED OTHERWISE.
- = SET 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED BOWERS SURVEY LLC.

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



Attachment: Marketplace ROW Vacation Attachments (1737 : Marketplace ROW Vacation)

THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.

THIS PLAT OF SURVEY WAS PREPARED FOR RISING TIDES, LLC. AND IS EXPRESSLY FOR THEIR USE AND SAID PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY. THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

FOR: RISING TIDES, LLC. ORDERED BY: DAN KRISTE



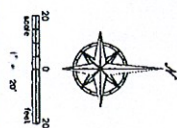
BOWERS SURVEY LLC
ESTABLISHED 1962

1908 WEST MECHANIC, SUITE 104, PO BOX 71
HARRISONVILLE, MISSOURI 64701
PHONE (816) 380-4821
bowersurvey@earthlink.net

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
5	44	31	CASS	MISSOURI	10/21/14	21005-14
DRAWING NO.	21005F.DWG	DRAWN BY:	RB	CHECKED BY:		



GREGORY B. BOWERS MO LS 2672



McAFEE HENDERSON SOLUTIONS, INC.
Civil Engineering & Land Surveying
1070 College Blvd., Suite 200, Las Vegas, NV 89106
Ph: 702.833-4357 Fax: 702.351-0295



City of

Harrisonville^{est. 1836}

6.C.a

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

APPLICATION FOR STREET/ALLEY VACATION

Name of person(s) requesting vacation: Hawthorn Bank - Bill Gray Mkt Pres.Address of person(s) requesting vacation: 100 Plaza Drive, Harrisonville Mo.Phone No. 380-3310 Work No. same Cell No. N/A

Attach legal description of right-of-way to be vacated:

Attach map showing location of right-of-way to be vacated, indicating nearby streets and adjacent properties.

Purpose for which request to vacate street/alley is being made:

Redevelopment

Names and addresses of property owners adjacent to the property to be vacated.

(The persons making this request for vacation of right-of-way will be responsible for sending notice by certified mail to these property owners of this request for vacation of street/alley. A copy of this application will be considered appropriate notice of the request for vacation.)

A copy of Section 515.020 of the Code of Ordinances of the City of Harrisonville was given to me at the same time as this application. I understand that:

- This application must be on file with the City Clerk for 30 days before it can be presented to the Board of Aldermen for approval.
- Should any person object to this request who owns land which abuts upon this street/alley this application must remain on file an additional 30 days before presentation to the Board of Aldermen for approval.
- If this vacation is approved by the Board of Aldermen, the right-of-way vacated will revert to the adjoining property owners in the proportion in which it was originally taken from them. The City makes no representation as to ownership of the property vacated, and I understand that it may not revert 50/50.
- I understand that I must send notice of this request, certified mail, to the adjoining property owners no later than 20 calendar days after filing of this request. I will provide proof to the City Clerk of this mailing.

Date: 12/18/14Hawthorn Bank by Bill Gray Mkt Pres.
Signature of Applicant(s)

Date filed: _____



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: January 27, 2015
SUBJECT: CURB, GUTTER & SIDEWALK POLICY

Type of Item: *Policy*

Staff Report

Purpose:

Curb, guttering and sidewalk have a way of tying together neighborhoods and making the neighborhood a more desirable place to live. The City of Harrisonville is establishing two policies for installation of new and the repair and replacement of curb, guttering and sidewalk. The policy states the program will be offered adjacent to public streets to residential properties in neighborhoods established prior to sidewalks and curb being requirements of City development standards; the program is available on a first come first serve basis. The Board of Aldermen would fund this program during the budget preparation each year.

Citizen Request for Curb, Guttering and Sidewalk Where None Exist

(Adjacent to public streets to residential properties in neighborhoods established prior to sidewalks and curb being requirements of City development standards; the program would be available on a first come first serve basis.)

The City's responsibilities under this program:

- ☐ Budget resources separate from curb & gutter replacement program.
- ☐ Rough grade the site at no charge to the property owner.
- ☐ Install new storm sewer if required.
- ☐ Repair damage to streets, at the city's sole discretion, caused by the construction of the new curb and gutter without charge to the property owner.
- ☐ If Street Superintendent determines city forces are unable to perform the work, the city will pay 50% of the construction costs for the installation of curb, guttering, sidewalk, and stormwater materials by a contractor selected by the City.

The property owner's responsibilities under this program:

- ☐ Repair any damage to the lawn, landscaping, and/or irrigation systems owned by the property owner.
- ☐ Pay 100% of the estimated cost of materials for the curb, guttering, sidewalk, stormwater materials and required ADA ramps by a contractor selected by the City prior to being placed on the project list. The estimated cost will be based on the estimated linear footage to be replaced and an estimated unit cost derived by the City Administrator or designee.

- ☐ If Street Superintendent determines city forces are unable to perform the work, pay 50% of the construction costs for the installation of curb, guttering, sidewalk, and stormwater materials by a contractor selected by the City.

Replacing Existing Curb, Guttering and Sidewalk

Process: Starting in July, the Street Superintendent will compile his priorities, all new requests, and adds them to the existing list of requests that were not fulfilled in previous years. All requests (new and previously submitted) are reviewed and rated/re-rated according to one of three priorities as outlined below. After the list is prioritized, the project list is sent out for bid, a contract is awarded, and repairs are completed. The number of repairs/replacements depends both on the amount of funding available as well as the cost of the contract.

Priority One:

- ☐ Will be repaired as soon as reasonably possible
- ☐ A vertical settlement drop-off of two inches (2") or greater
- ☐ Curb that is holding more than four inches (4") of water

Priority Two:

- ☐ Will be repaired during the current fiscal year's bid.
- ☐ A vertical settlement drop-off of more than one (1) inch but less than two (2) inches
- ☐ A chipped or broken surface of seventy five percent (75%) to one hundred (100%) percent
- ☐ Significant chipping of over fifty percent (50%) of the surface area that is one half inch (1/2") to one inch (1") deep
- ☐ Curb that is holding more than two inches (2"), but less than four inches (4") of water

Priority Three:

- ☐ Will be repaired as funding allows
- ☐ Cosmetic defects
- ☐ Curb holding less than two inches (2") of water

The Street Department staff supports this policy. The policy has been forwarded from the Public Works Committee with a positive recommendation for approval.

Council Bill No. 014

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY OF HARRISONVILLE TO
ADOPT A POLICY GOVERNING THE REPAIR AND/OR INSTALLATION OF
CURB AND GUTTERS AND SIDEWALKS IN THE CITY.**

WHEREAS, the City of Harrisonville wishes to have a written policy governing the repair of existing sidewalks, curbing and guttering on city streets, as well as the construction and installation of such infrastructure where none currently exists in the city, and

WHEREAS, a draft policy is attached to this resolution, outlining the city's responsibilities, the property owner's responsibilities, and how projects will be funded and prioritized,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to adopt and implement the attached policy regarding curbing, guttering and sidewalks within the City of Harrisonville.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 2nd day of February 2015

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 2nd day of February 2015

POLICY – CITIZEN REQUESTED CURB, GUTTERING AND SIDEWALK

Purpose:

Curb, guttering and sidewalk have a way of tying together neighborhoods and making the neighborhood a more desirable place to live. The City of Harrisonville has established a program for installation of new curb, guttering and sidewalk where none exist. The Board of Aldermen has determined that the program will be offered adjacent to public streets to residential properties in neighborhoods established prior to sidewalks and curb being requirements of City development standards; the program is available on a first come first serve basis. The Board of Aldermen will fund this program during the budget preparation each year.

The City's responsibilities under this program:

- Labor and equipment to install storm sewer as needed at no charge to the property owner.
- Labor and equipment to rough grade the site at no charge to the property owner.
- Repair damage to streets, at the city's sole discretion, caused by the construction of the new curb and gutter without charge to the property owner.
- *EXCEPTION: Street Superintendent at his/her sole discretion may determine city's labor and equipment will be unavailable to complete the installation of said curb, guttering, sidewalk and storm sewer where necessary and/or sidewalk may choose to pay 50% of the actual costs incurred for the installation of the curb, guttering, sidewalk, storm sewer materials and required ADA ramps based on the bidder's unit price for construction and the actual linear footage installed adjacent to the property by a contractor selected by the City.*

The property owner's responsibilities under this program:

- Move any property related existing structure(s) within the construction area.
- Repair any damage to the lawn, landscaping, and/or irrigation systems owned by the property owner.
- Pay 100% of the estimated cost of materials for the curb, guttering, sidewalk, storm sewer materials and required ADA ramps by a contractor selected by the City prior to being placed on the project list. The estimated cost will be based on the estimated linear footage to be replaced and an estimated unit cost derived by the City Administrator or designee.
- If the Street Superintendent determines an exception is necessary – Property Owner will pay for 50% of the actual costs incurred for the installation of the curb, guttering, sidewalk, storm sewer materials and required ADA ramps based on the bidder's unit price for construction and the actual linear footage installed adjacent to the property by a contractor selected by the City.

Process: Starting in June, the Street Superintendent will compile all new requests in order they are received. All requests (new and previously submitted) are reviewed and based on the money appropriated for this task by the Board of Alderman, identify work to be completed within the Fiscal year. The number of new installations will depend on the amount of funding available as well as the cost of the contract. Payment must be received by CITY prior to ordering of any materials or notifying a contractor to proceed.



TO: Board of Aldermen
FROM: John Hofer, Director
DATE: January 28, 2015
SUBJECT: Tow Policy Agreement

Type of Item: *Approval*

Issue: The City of Harrisonville bi-annual tow agreement will expire February 1, 2015.

Background: From 2002 through 2010 the City governed police ordered tows through a contract between either Miller Tow or Johnson Tow. In 2011 the City adopted a Tow Agreement which included a tow rotation for all companies that had signed the agreement. The current agreement will end February 1, 2015 and has produced the normal amount of concerns for City staff. Some of the concerns noted were as follows: Complaints from a tow company about getting their share of the calls, not responding within the allotted time, and not submitting their monthly statement in a timely fashion or at all. Most of these have improved greatly over the past agreement period but are still occasionally noticed.

The agreement was modified in 2013 to give the City more options for non compliance with the agreement. We are proposing no changes to the tow agreement other than changes to the dates. There are no changes in the fees. Please find the proposed agreement attached.

Recommendation: Staff recommends approval and this agreement was heard before the Public Safety Board on January 26, 2015 and comes forward with their recommendation. .

Council Bill No. 015

Resolution No.

**A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI
AUTHORIZING THE EXTENSION OF THE TOW POLICY FOR TWO
ADDITIONAL YEARS, ENDING FEBRUARY 1, 2017.**

WHEREAS, the City of Harrisonville has a policy governing police-ordered tows for disabled vehicles, and

WHEREAS, the current policy expires on Feb. 1, 2015, and

WHEREAS, the city wishes to extend the policy for two additional years, and

WHEREAS, a copy of the policy with new dates is attached,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to adopt the attached policy regarding police-ordered tows

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 2nd day of February 2015.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 2nd day of February 2015

**CITY OF HARRISONVILLE
AGREEMENT
FOR TOWING SERVICES**

CITY: City of Harrisonville
300 East Pearl
Harrisonville, MO 64701

CONTRATOR: Tow Company listed within

In order for a tow company to provide services for any **Police-directed tow** this agreement needs to be signed and filed with the Chief of Police prior to any services being rendered.

This policy shall be in effect starting at 12:01 A.M. February 1, 2015. The City of Harrisonville may modify or terminate this agreement with 30 days written notice to all participating Contractors. The City reserves the right to suspend or permanently remove any Contractor found not in compliance with this policy.

Attachment: Tow Policy 2015 (1732 : Tow Policy Agreement)

CONTRACTOR INFORMATION

(Contractor shall complete all of the following items prior to execution and submission of this agreement to the City)

- Contractor's Status:
- _____(State) Corporation
 - _____(State) Limited Liability Company
 - _____(State) Partnership
 - _____Joint Venture
 - _____Individual Proprietor

Contractor's Name: _____

D/B/A (if different): _____

Contractor's Business Address: _____

Contractor's Business Telephone Number: _____ Facsimile Number: _____

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners, respectively, and all persons who own ten percent or more of the Bidder:

Name	Date of Birth	Title	Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor shall provide the City with the following information for each tow truck operator, driver and person engaged in the performance of the Services employed on the effective date of the policy; or each operator, driver and person engaged in the performance of the Services hired during the term of the policy within ten days after the date of hire:

A. Name;

B. Address;

C. Date of birth; and

D. Driver's license number, state of issuance, date of expiration, licensed classifications, and license restrictions.

2. Policy Price

The Contractor agrees to take in full payment for all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to any subcontractors and suppliers, the compensation set forth in the maximum fee schedule (“*Fee Schedule*”) below:

A. Schedule of Prices

For providing, performing, and completing each of these items of Service the following amounts per item:

Fee Schedule

Service	Price	
Tows (Standard flatbed)	\$70.00	per tow
Service Call Fee (Flat Tire)	\$40.00	per call
Service Call Fee (Jump Start Disabled Vehicle)	\$40.00	per call
Tow, Motorcycle	\$75.00	per tow
Winching (other than loading onto flat bed)	\$1.00	per foot
Rollover (Flat Rate)	\$125.00	per vehicle
Allowable Response Time	15/20	minutes
Stand-By Fee (After the 15 minutes)	\$60.00	per hour
Medium Duty Towing (8,000 to 40,000 pounds)	\$100.00	per tow
Medium Duty Vehicle Service Call Fee (Flat Tire)	\$50.00	per call
Medium Duty Vehicle Service Call Fee (Jump Start Disabled Vehicle)	\$50.00	per call
Heavy Duty Towing (Over 40,000 pounds)	\$N/A	per tow
Tow, City Vehicles (Standard flatbed) (Outside 20 miles)	\$2.00	per mile
Tow, City Vehicles (Medium Duty) (Outside 20 miles)	\$2.50	per mile
Tow, City Vehicles (Heavy Duty) (Outside 20 miles)	\$N/A	per mile
Daily Storage (No storage fee may be charged until after 12:01A.M.)	\$30.00	per day
Response Time to Tow Lot	15	minutes
After Hours Release Fee	\$30.00	per tow

No other fees or charges are allowed. If any vehicle towed pursuant to this policy remains in the Contractor’s storage facility beyond the term of the agreement, the Contractor shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

B. Basis For Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Fee Schedule are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Fee Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Fee Schedule and;

C. Time of Payment.

It is expressly understood and agreed that all payments shall be made by the owner of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of Contractor, Contractor shall accept cash, certified checks, and bankcards under generally accepted business guidelines as payment for work by individuals who have had their vehicles towed and/or stored by Contractor.

3. Contract Time Proposal

Time is of the essence of this agreement and, except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days. If this agreement is accepted, Contractor agrees that Contractor shall commence the Services immediately following City's acceptance of this Contract, if after February 1, 2013, provided Contractor has furnished to City all insurance certificates and policies of insurance specified in this agreement. The terms of this agreement shall commence at 12:01 A.M. February 1, 2013, and expire at 11:59 P.M. January 31, 2015, unless terminated with 30 days written notice from either the tow service or the City of Harrisonville. One month prior to renewal of this agreement, February 1, 2015, the fee schedule within this agreement may be requested for review by the contractors. The acceptance of said requests will be determined by the City of Harrisonville.

TOW SERVICE AGREEMENT

1. **Definitions:**

“Police-Ordered Tow:” is defined as being those tows, as ordered by the Harrisonville Police Department for:

- A. Vehicles involved in traffic crashes;
- B. Abandoned vehicles on roadways;
- C. Disabled vehicles;
- D. Abandoned or unclaimed vehicles on private property;
- E. Vehicles seized or impounded as evidence;
- F. Recovered stolen vehicles;
- G. Vehicles involved in crimes;
- H. Vehicles relocated during a City emergency; and
- I. Other vehicles as requested by the Police Department.

“Storage Fee” is defined as being a fee charged for the storage of a vehicle on the approved lot of the Contractor per each calendar day. For the purposes of administration, the first day’s storage will be assessed at 12:01 A.M. of the day following the tow and at 12:01 A.M. on each day thereafter and the storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If any vehicles towed at the direction of the Police Department remain in Contractor's storage facility at the end of the term of this Agreement the Contractor shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Contractor.

“Evidence Storage Fee” is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each month. For the purposes of administration, the first month’s storage will be assessed at 12:01 A.M. of the day following the tow and continued for a month which by definition shall be thirty (30) days.

The storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If vehicles which are subject to a "hold" remain in Contractor's storage facility at the end of the term of the Contract, Contractor shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Contractor.

“Tow Charge” shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking door, freeing the steering column, disconnecting the driveline, winching onto truck, dollying and mileage charges. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, as determined by the Police Department, Contractor will cancel all charges to the vehicle owner at the request of the Police Department.

“Removal of Personal Property”. Contractor shall allow owners of police-directed towed vehicles one (1) opportunity during normal business hours to remove personal property from their vehicles

(with the exception of “hold” vehicles) at no additional charge to the vehicle owner. Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from seized or evidence tows without prior authorization of a Police Department official.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury liability and property damage in an amount not less than \$500,000 per occurrence and \$2,000,000 aggregate. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to the cancellation of any insurance.
3. **Business License.** The Contractor shall have a business license from the City of Harrisonville.
4. **Licensing and Background Information.** All of the Contractor’s drivers and operators shall have and maintain all required federal and Missouri driver's licenses. Verification of proper licenses for each driver and operator shall be filed annually with the City.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8” chain), yellow oscillating or flashing light bars, broom bucket and shovel, oil absorbent material, and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response Time.** During normal business hours (8:00 A.M.—5:00 P.M.) Monday through Friday, Contractor shall arrive at the scene of a requested tow with the requested and required equipment within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal business hours, Contractor shall arrive at the scene of the tow within twenty (20) minutes after the request for the tow has been made. Contractor shall provide its personnel with the necessary communications equipment to fulfill the required response times. Contractor shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year. Failure to respond within the designated response times listed may lead to suspension or removal from the rotation.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within (2) mile of the City limits of Harrisonville, Missouri which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against the intrusion of unauthorized persons and provide a minimum storage capacity for twenty-five (25) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicles or materials inside the fenced enclosure from off the premises. The storage lot operated by the Contractor shall be open between the hours of 8 A.M. to 5 P.M. Monday through Friday, and 9 A.M. to 12 Noon on Saturday for an owner to retrieve a vehicle towed to the lot.
8. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Harrisonville from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Harrisonville from any and all claims for any loss, damage, or injuries sustained by any person or entity arising out of the award of this contract.
10. **Other Regulations of City.** The Contractor shall obtain a copy of ordinances of the City of Harrisonville, regulating towed vehicles.

including, without limitation, shattered glass, oil, and radiator fluids, from the area of the tow. The Contractor shall not be responsible for collection or removal of any cargo spilled from any vehicle except only if the Contractor caused such spill while providing the Services. Contractor shall not be responsible for cleaning or handling of any hazardous material. Contractor shall report to the City immediately the presence of any hazardous material. The removal of debris and the collection or removal of cargo spilled by Contractor shall be considered an integral part of any Services and no additional labor charge shall be assessed for such removal or for materials used in the removal process.

12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Harrisonville Police Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Harrisonville Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Harrisonville Police Department a monthly report which includes a copy of the customer invoice for each vehicle towed under this agreement and the release and/or disposition of each vehicle towed by the Contractor. Failure to submit the monthly report by the 10th of each month shall result in the immediate removal of the Contractor from the rotation. Once the delinquent report has been properly submitted the contractor will be reinstated to the rotation. Any tows missed due to being removed from the rotation will not be made up.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without permission of the Harrisonville Police Department.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in the fees schedule. Services under this Contract shall be rendered only upon the request of the Police Department. Contractor, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the Contractor shall remove the vehicle(s) from the scene directly to the Contractor's storage facility, for the price specified in this policy.

The Contractor shall consider calls from the Police Department as having first priority over requests for tow service from other parties. Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four hour per day basis every day of the year.

17. **Dispatch.** The City agrees to dispatch the Contractor on a rotation to the site of any police-ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Police Department is unable to contact the Contractor during their rotation, at the number specified within this agreement, within one call and four rings, or is otherwise unable to obtain a response to the scene from Contractor within a reasonable period of time, another tow operator may be contacted by the Police Department for removal of the subject vehicle(s) and such shall be deemed the Contractor's turn in the rotation. Determination of whether Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.
18. **Term.** This Agreement, it's terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of two years, or so long as the Parties hereto act and perform in accordance with this Agreement. The term of this Agreement shall commence at

12:00 A.M. February 1, 2013. This agreement maybe terminated with 30 days written notice from either the tow service or the City of Harrisonville.

19. **Waiver.** A waiver by any Party of any breach or default of another Party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
20. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this policy shall be binding unless the same is agreed to in writing between the Parties.
21. **Assignment.** This Agreement may not be assigned by Contractor without the written consent of the City.
22. **Termination for Cause.** The failure of the Contractor to properly perform any of the Services under this policy shall be cause for the immediate termination of the Contractor without 30 day written notice.
23. **Contractor's Right To Terminate.** Contractor shall have the right to terminate this agreement at any time upon 30 day written notice to the City. Termination of this agreement by Contractor shall not relieve Contractor of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Contractor prior to such termination.
24. **Binding Effect.** This agreement shall be binding on the City and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

ACCEPTANCE

This Acceptance, together with the Agreement attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Services and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Agreement. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by City without further notice of objection and shall be of no effect nor in any circumstances binding upon City unless accepted by City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by City or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

This Agreement, made and entered into this _____ day of _____, 2015, by and between the City of Harrisonville, Missouri, herein sometimes called **"City"**, and **"Tow Co."**, herein called **"The Contractor"**, for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, The Parties have executed this agreement in four (4) counterparts, each of which shall be considered and construed an original.

CONTRACTOR

By: _____
Name, Manager

Name, Tow Company

CITY OF HARRISONVILLE, MO.

By: _____
 Keith Moody, City Administrator

Attest:

 Kim Hubbard, City Clerk

Attachment: Tow Policy 2015 (1732 : Tow Policy Agreement)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: January 28, 2015
SUBJECT: Ordinance Amending the Noise Ordinance

Type of Item: *Approval*

At the public safety board meeting on June 16, 2014 there was discussion regarding the noise ordinance (250.020), more specifically how to deal with loud stereos. I have worked with City Attorney Mauer's Office and bring forward what we think are needed amendments to the Noise Ordinance to make the officer's job easier when dealing with these situations.

The proposed changes are all contained within section #2 of the ordinance. A copy of the entire ordinance along with a track changes (red lined) version of section #2 has been attached for your review. This proposed ordinance was heard by the Public Safety Board on January 26th 2015 and comes forward with their recommendation.

If the amendments are approved we will train our officers in the enforcement of this new ordinance and hopefully make Harrisonville a quieter and more peaceful place.

Please let me know if you have any questions.

Council Bill No. 016**Ordinance No.****AN ORDINANCE AMENDING THE NOISE ORDINANCE CHAPTER 250
SECTION .020 OF THE CITY OF HARRISONVILLE, MISSOURI CITY CODE**

Now Therefore Be it Ordained by the Mayor and the Harrisonville Board of Aldermen of the City of Harrisonville, Missouri as Follows:

Section 1: That Chapter 250.020 Section 2 be amended and will read as follows: Radios, stereos, etc., playing, using, operating or permitting to be played, used or operated any radio, tape recorder, cassette player, MP3 player, musical instrument or other device for receiving broadcast sound, producing musical sound or reproducing recorded sound if the device is located in any motor vehicle, residence, or other structure in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or with louder volume that is necessary for convenient hearing for the person or persons who are in the motor vehicle, residence, or other structure in which such machine, device, or instrument is operated and who are voluntary listeners thereto. The operation of any such radio, tape player, cassette player, MP3 player, musical instrument or other device, in such manner as to be plainly audible at distance of fifty (50) feet from the property line on which the noise is located or in event noise measuring devices or equipment are available, or become available to measure the noise as against the ambient background noise, and the noise is 25 decibels louder than the ambient background noise shall be prima facie evidence of a violation of this Section. This section will not apply to any person participating in a parade or public assembly for which a permit has been obtained from the City

Section 2: A red-lined version of this section is attached to this bill.

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

Vote taken as follows:

Ayes:

Nays:

Abstain:

Absent:

READ ONE TIME BY TITLE ONLY ON FEBRUARY 2, 2015. READ FOR A SECOND TIME BY TITLE ONLY ON FEBRUARY 2, 2015 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 2ND DAY OF FEBRUARY, 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 2nd day of February 2015.

2. ~~Radios, phonographs, stereos, etc. The Playing,~~ using, operating or permitting to be played, used or operated any radio, tape recorder, cassette player, MP3 player, musical instrument receiving set, musical instrument, phonograph or other machine or device for receiving broadcast sound, producing musical sound or reproducing recorded sound if the device is located in any motor vehicle, residence, or other structure ~~the producing or reproducing of sound~~ in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or ~~at any time~~ with louder volume than is necessary for convenient hearing for the person or persons who are in the ~~room, vehicle or chamber~~ motor vehicle, residence, or other structure in which such machine, ~~or device, or instrument~~ is operated and who are voluntary listeners thereto. The operation of any such radio, tape player, cassette player, MP3 player, musical instrument set, instrument, phonograph, machine or other device ~~between the hours of 11:00 P.M. and 7:00 A.M.~~ in such manner as to be plainly audible at a distance of fifty (50) feet from the ~~building property line on which the noise, structure or vehicle in which it is located~~ or in event noise measuring devices or equipment are available, or become available, to measure the noise as against the ambient background noise, and the noise is 25 decibels louder than the ambient background noise shall be prima facie evidence of a violation of this Section. This section will not apply to any person participating in a parade or public assembly for which a permit has been obtained from the City.

BILL NO. _____
 VOTED FOR: _____
 VOTED AGAINST: _____

ORDINANCE NO. _____
 FIRST READING: _____
 SECOND READING: _____

AN ORDINANCE AMENDING SECTION 250.020 REGARDING NOISE REGULATION

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri desire to amend Section 250.020 regarding the regulation of noise;

WHEREAS, excessive public disturbance noise interferes with the health, safety and welfare of the residents of the City of Harrisonville ("City"); and

WHEREAS, regulating and prohibiting excessive public disturbance noise is a necessary exercise of the police power to protect the general health and safety and comfort of the residents of the City.

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

SECTION ONE: That Section 250.020 shall read as follows:

- A. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Chapter, but said enumeration shall not be deemed to be exclusive, namely:
 - 1. Horns, signaling devices, etc. The sounding of any horn or signaling device in any automobile, motorcycle, streetcar or other vehicle on any street or public place of the City, except as a danger warning; the creation by means of any such signaling devices of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time. The use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up.
 - 2. Radios, stereos, etc. Playing, using, operating or permitting to be played, used or operated, any radio, tape recorder, cassette player, MP3 player, musical instrument or other device for receiving broadcast sound, producing musical sound or reproducing recorded sound if the device is located in any motor vehicle, residence, or other structure in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or with louder volume than is necessary for convenient hearing for the person or persons who are in the motor vehicle, residence, or other structure in which such machine, device, or instrument is operated and who are voluntary listeners thereto. The operation of any such radio, tape recorder, cassette player, MP3 player, musical instrument or other device in such a manner as to be plainly audible at a distance of fifty (50) feet from the property line on which the noise is located or in the event noise measuring devices or equipment are available,

- or become available, to measure the noise as against the ambient background noise, and the noise is 25 decibels louder than the ambient background noise shall be prima facie evidence of a violation of this Section. This section shall not apply to any person participating in a parade or public assembly for which a permit has been obtained from the City.
3. Yelling, shouting, etc. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 P.M. and 7:00 A.M. or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.
 4. Animals, birds, etc. The keeping of any animal which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity.
 5. Steam whistles. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of proper City authorities.
 6. Exhausts. The discharge into the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom. The use of Jacobs Braking Systems (Jake Brakes) for emergency situations is not prohibited.
 7. Noisy vehicles. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
 8. Loading, unloading, opening boxes. The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
 9. Construction or repairing of buildings. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 A.M. and 10:00 P.M. on weekdays, except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 10:00 P.M. and 7:00 A.M. and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 10:00 P.M. and 7:00 A.M. upon application being made at the time the permit for the work is awarded or during the progress of the work.
 10. Schools, courts, churches, hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same

- are in use or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such street indicating that the same is a school, hospital or court street.
11. Hawkers, peddlers. The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
 12. Drums. The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale.
 13. Pile drivers, hammers, etc. The operation between the hours of 10:00 P.M. and 7:00 A.M. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise except for emergency situations approved by the City Engineer.
 14. Blowers. The operation of any noise-creating blower or power fan or any internal-combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.
 15. Public works projects and related construction sites. The construction or excavation of any site other than between the hours of 7:00 A.M. and 10:00 P.M. on weekdays and between the hours of 8:00 A.M. and 6:00 P.M. on Saturdays, except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Public Works Director, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Public Works Director should determine that the public health and safety will not be impaired by the construction or excavation within the hours of 10:00 P.M. and 7:00 A.M. and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 10:00 P.M. and 7:00 A.M. upon application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION THREE: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Governing Body would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION THREE: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

Ayes:

Nays:
Absent:
Abstain:

Read two times by title only on the ____ day of January, 2015, and passed by the Board of Aldermen this ____ day of January, 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this ____ day of January, 2015.

Attachment: Public Safety - Loud Stereos (1731 : Ordinance Amending the Noise Ordinance)



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: January 30, 2015
SUBJECT: 291 Highway Phase 2 Funding

Type of Item: *Approval*

Background: Phase 2 of improvements to Highway 291 has been planned to follow Phase 1 construction. Funding has been secured from three different sources totaling \$3.684 million (assuming a 3 lane configuration). One source of funding (Cost Share- \$2.3 million) is no longer offered and must be used by 2017 or be lost, another (STP Funds- \$1.1 million) would be lost if not used by 2018. In order to increase resources to cover Phase 2 the TDD is in the process of extending the collection of a one percent sales tax within the district 5 additional years. This would ensure enough revenue is available to cover Phase 2 costs but those revenues come well past the deadline for when \$3.4 million of state/federal funds must be used. Conventional financing is not possible for Phase 2 as it was for Phase 1 due to insufficient coverage ratio (revenue for debt service divided by debt service equal to at least 1.3).

Review: Staff has worked with the City Attorney, the TDD Attorney, a financial advisor and MoDOT to identify funding options for Phase 2. Our conclusion is that the only options to fund Phase 2 involve the City taking on a position of liability either by backing the debt (where the city is responsible for a shortfall) or by the City advancing payment on the obligations owed by the TDD for Phase 2. Backing bonds does not provide any financial benefit to the City where with the advancing option the City would be paid interest on the advance at a market competitive rate of 6% (the longest term bonds issued by the TDD in 2014 pay interest at 5.5%).

The attached amendment to the cooperative agreement between the City and TDD spells out the terms of a City advance and the timing of the advances which begin in the spring of 2015 and are completed in 2017. The terms also provide for the TDD to make payments on the advance amount annually with available resources beginning in 2015. Terms also require the TDD to annual calculate if there is a benefit of refinancing the TDD's initial bond issue and repaying in full the balance of the advance from the City beginning in 2019. This is designed to shorten the term of the City advance (anticipated to be 8 years from the first advance, 2023). Attached is a Repayment Schedule reflecting that the City is anticipated being repaid by the end of 2023 (assuming \$1.2 million is advanced). A Refinancing Analysis has also been completed (report attached) showing that refinancing is possible in 2023 with more than a 200% coverage ratio (130% coverage ratio was achieved for the initial TDD bonds issued). The Refinancing would

not be completed if the City's advance has been repaid by 2023 as there would be no benefit in completing it, but the analysis shows that a refinancing would be marketable.

Attached is a sheet showing what City fund reserves would be used for each of the four advances. These reserves are being invested not spent. The City anticipates the principal to be repaid along with interest. The reserves will not be available for spending while invested, as is the case with other investments made by the City. Reserves from the utilities that have had new infrastructure installed at the expense of the TDD are anticipated to be the first dollars advanced with General Fund reserves used if necessary (current estimates do not reflect a need for General Fund reserves).

The City's investment policy currently limits the term of an investment to 5 years and to government agency issues. This investment would be an exception to both of these parameters as well as not meeting the liquidity parameter of our policy.

The source of funding for the TDD is sales tax. Therefore if their sales taxes decline so to would the City's sales taxes, which is the primary revenue source of General Fund supported operations. There is potential for businesses to leave the TDD district for other locations inside the City as well.

Budget Impact: Currently the City has \$10 million in cash and investments for all funds. Our annual return on investment is .9% and our investments are primarily short term (1 year or less) due to a persistently flat yield curve. The advance would be shared by funds having cash available for investment. Interest paid by the TDD to the City on the advance would be allocated based on the amount advanced by each fund. Assuming a maximum advance amount of \$1.2 million earning a return of 6% the City would earn \$72,000 in a year. This amount would decline as the advance is repaid but is 667% percent better than our current earnings on other investments.

Another budget impact consideration is that the TDD is paying for new water (\$668,000), new sewer (\$165,000) and new electric (\$457,700) infrastructure as part of the Phase 1 project that ordinarily would have been paid for by the respective utilities. The TDD committed to paying for these costs early in the project planning stages when cost estimates and project scope were not well defined, they have kept that commitment. This \$1.29 million investment by the TDD in our utilities exceeds the \$1.15 million estimated as the City advance amount.

Phase 1 change orders would need to exceed \$346,000 in order to reach the \$1.5 million limit of the advance, to date change orders on Phase 1 that would apply to this limit total \$15,000.

Recommendation: Although I prefer the City not take a position that puts us at risk, I believe providing an advance on a public improvement that is key to addressing congestion concerns identified by citizen's is worth a risk. My willingness to take that risk is motivated by the loss of \$3.684 million in outside funding already secured for Phase 2, where there is no guarantee that

we would be able to secure these funds for construction in 2030 which is when TDD funding will be sufficient to proceed on Phase 2 without the need for financing.

Staff has required the terms of the agreement minimize the City's risk to the extent possible. Conditions that serve to limit City exposure have been incorporated into the Amended Agreement between the City and the TDD including: 1. A three lane street is built with easements established to accommodate utility relocation for a future five lane design, 2. The City's advance being limited to \$1.5 million by giving City approval to Phase 1 Change Orders and the engineering contract for Phase 2, 3. The TDD extends the length of the sales tax collection 5 years (the TDD is working on completing this step presently). The 5 year extension reduces the City's risk further as the extension would result in \$5 million of additional funds to cover repayment of the City advance even if that repayment comes in 2030.

Council Bill No. 17**Ordinance No.**

**AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF
HARRISONVILLE, MISSOURI TO EXECUTE THE FIRST AMENDMENT TO
THE SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT
BETWEEN THE CITY OF HARRISONVILLE, MISSOURI AND THE
HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION
DEVELOPMENT DISTRICT**

WHEREAS, the City of Harrisonville wishes Phase II of the improvements to Highways 71 and 291, as undertaken and funded by the Highway 71/291 Partners in Progress Transportation Development District, to go forward as planned upon completion of the Phase I improvements, and

WHEREAS, representatives from the city, the Partners in Progress Transportation Development District, and the Missouri Department of Transportation have met to discuss ways in which the improvements can be funded, and

WHEREAS, an amendment to the Second Amended and Restated Agreement has been drawn up which outlines the procedure for funding these improvements, and

WHEREAS, the amendment is attached to and become part of this ordinance,

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

Section 1: That the mayor is hereby authorized to execute the First Amendment to the Second Amended and Restated Cooperative Agreement between the City of Harrisonville, Missouri, and the Highway 71/291 Partners in Progress Transportation Development District, and

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

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on the 2nd day of February 2015 and passed by the Board of Aldermen this 2nd day of February 2015.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 2nd day of February 2015

**First Amendment to the
Second Amended and Restated Cooperative Agreement
Between the City of Harrisonville, Missouri, and
The Highways 71/291 Partners In Progress Transportation Development District**

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT (the “**First Amendment**”), is entered into as of this _____ day of _____, 2015, by and between the **CITY OF HARRISONVILLE, MISSOURI**, a fourth class city and political subdivision of the State of Missouri (the “**City**”), and the **HIGHWAYS 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district (the “**District**”).

WHEREAS, the City and the District entered into the Second Amended and Restated Cooperative Agreement on October 30, 2012 (the “**Agreement**”), to provide for the implementation of the District Sales Tax, to allow the City to perform the functions of administering, accounting for and enforcing the District Sales Tax, to provide for the operations of the District, and to coordinate efforts for the design, construction and operation of the District Projects; and

WHEREAS, the parties desire to amend the Agreement to establish a funding plan for the Phase 2 improvements along and adjacent to Highway 291. *All capitalized words and terms that are not defined in this First Amendment shall have the meanings assigned to them in the Agreement.*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and District hereby agree as follows:

The following shall be added to the Agreement:

Section 4.7. Phase 2 Funding Plan.

A. **Design Costs.** The District will enter into a contract with an engineering firm for final design associated with Phase 2. The final design costs for Phase 2 are currently estimated to be \$425,000 (the “**Phase 2 Final Design Costs**”), which assumes that the scope of the Phase 2 improvements are revised from the preliminary design as prepared by TranSystems to scale the project construction down from five lanes to three lanes. The final cost of the Phase 2 Final Design will be as negotiated between the parties, MoDOT and the selected engineering firm. The District will issue a notice to proceed to the engineering firm on a date as mutually agreed between the District, City and MoDOT, which is expected to occur during Spring 2015 subject to the conditions set forth in paragraph H of this Section. The notice to proceed shall be approved by the City prior to issuance by the District.

The City will pay the Phase 2 Final Design Costs from City funds, and not from District funds maintained by the City. These bills are expected to be paid over an approximately 6 month period after the notice to proceed is issued, with the goal of finishing the design by December 1, 2015. The billing and payment process that has previously been used by the District and the City

(District Board approval, payment by City Finance Department) will continue to be used for these costs. The amounts that are paid by the City for the Phase 2 Final Design Costs will be reimbursed to the City from District funds as described below in paragraph F of this Section.

B. ROW Acquisition Costs. The right-of-way acquisition costs for Phase 2 are currently estimated to be \$472,280 (the “**Phase 2 Acquisition Costs**”). The estimated Phase 2 Acquisition Costs assume that sufficient easements will be acquired to construct the Phase 2 improvements to five-lane capacity, even though the initial Phase 2 construction will consist of three lanes. Land to be acquired in fee title as part of the Phase 2 Acquisition Costs will only be for three lanes of capacity, and additional land may need to be acquired in the future in fee title to expand the road to five lanes. The easement acquisition for five lanes of capacity will allow utilities to be relocated in order to provide sufficient space to expand the road to five lanes at a later date, if desired by the City and MoDOT. It is anticipated that the estimated Phase 2 Acquisition Costs will be reviewed during the course of preparing final plans for Phase 2, and the estimated Phase 2 Acquisition Costs may be adjusted during this final design process.

Under the anticipated project schedule, which is subject to revision based on MoDOT approvals, the Phase 2 Acquisition Costs amount is expected to be deposited with MoDOT in December 2015. MoDOT will provide the final deposit amount prior to such date, which may differ from the amount stated above. The Phase 2 Acquisition Costs will be funded from two sources: (1) half of the Phase 2 Acquisition Costs (estimated to be \$236,140) is expected to be funded from MoDOT Cost Share funds that are then available on the deposit date, and (2) half of the Phase 2 Acquisition Costs (estimated to be \$236,140) will be funded from City funds and not from District funds maintained by the City. The amounts actually paid by the City for the Phase 2 Acquisition Costs will free up an equal amount of District funds that can be used for Phase 2 construction costs. The amounts that are paid by the City for the Phase 2 Final Design Costs will be reimbursed to the City from District funds as described below in paragraph F of this Section.

C. Utility Relocation Costs. The utility relocation costs which are scheduled to be incurred by MoDOT for Phase 2 are currently estimated to be \$125,000 (the “**Phase 2 Utility Relocation Costs**”). Under the current Phase 2 schedule, which is subject to revision based on MoDOT approvals, this amount is expected to be deposited with MoDOT in December 2015. MoDOT will provide the final deposit amount prior to such date, which may differ from the amount stated above. The Phase 2 Utility Relocation Costs will be funded from two sources: (1) half of the Phase 2 Utility Relocation Costs (estimated to be \$62,500) will be funded from MoDOT Cost Share funds that are then available on the deposit date, and (2) half of the Phase 2 Utility Relocation Costs (estimated to be \$62,500) will be funded from City funds and not from District funds maintained by the City. The amounts that are paid by the City for the Phase 2 Utility Relocation Costs will be reimbursed to the City from District funds as described below.

D. Phase 1 Additional Costs. The right-of-way acquisition costs associated with Phase 1 is projected to exceed the amount on deposit with MoDOT for such costs by \$342,389. The Phase 1 construction contract amount exceeds the amount of funds on deposit with MoDOT

by \$206,219, which accounts for all change orders processed by MoDOT through January 5, 2015, including the construction of sewer improvements on Rock Haven Road.

As a result, the known Phase 1 additional costs on the effective date of this First Amendment are \$548,608 (collectively, the “**Phase 1 Additional Costs**”). Additional amounts may be incurred for right-of-way acquisition in connection with the appeals that are pending for acquisition of property from two property owners in the District area, and additional amounts are expected to be incurred for relocation costs that occur as Phase 1 construction is completed. Additional amounts may also be incurred for Phase 1 construction costs due to additional change orders during construction.

The actual amount of the Phase 1 Additional Costs will be finally determined by MoDOT after the construction of Phase 1 is completed. The amount on deposit with MoDOT as contingency for Phase 1 is approximately \$270,000 (the “**Phase 1 Contingency**”). The Phase 1 Contingency will be applied by MoDOT against the final amount of the Phase 1 Additional Costs, and it is anticipated that MoDOT will request payment for the remaining amount of the Phase 1 Additional Costs after the “true-up” for Phase 1 occurs in 2016. The City will pay the Phase 1 Additional Costs, less the amount of the Phase 1 Contingency, when requested by MoDOT from City funds and not from District funds maintained by the City. It is expected that the change order associated with the sewer improvements on Rock Haven Road (\$28,472) will be funded by the City from City sewer utility funds. The amounts that are paid by the City for the Phase 1 Additional Costs will be reimbursed to the City from District funds as described below.

E. Phase 2 Construction Costs. The anticipated amount to be deposited with MoDOT for the Phase 2 construction costs on approximately January 1, 2017 is \$3,873,704 (the “**Phase 2 Construction Deposit**”). The actual final amount of the Phase 2 Construction Deposit will be determined by MoDOT. This deposit is expected to consist of the sources set forth in Exhibit F which is attached to this First Amendment under the heading “Construction Deposit Sources.” By letter dated December 12, 2014 from MoDOT to the City which is attached as Exhibit G to this First Amendment, MoDOT has committed that the City will be responsible for an amount that does not exceed \$800,000 for right-of-way acquisition, utility relocation, construction and construction contingency associated with Phase 2. On the date of the Phase 2 Construction Deposit, the District will pay all funds that are then available in the Surplus Account maintained by the Trustee (as defined below), and the remaining balance that is required for the Phase 2 Construction Deposit, up to an amount that equals \$800,000 after accounting for the right-of-way acquisition and the utility relocation deposits, will be funded from City funds and not from District funds that are maintained by the City. The amounts that are paid by the City for the Phase 2 Construction Deposit will be reimbursed to the City from District funds as described below.

F. Reimbursement for Amounts Paid by City.

1. As the City makes the payments described above for the Phase 2 Final Design Costs, the Phase 2 Acquisition Costs, the Phase 2 Utility Relocation Costs, the Phase 1 Additional Costs and the Phase 2 Construction Costs (collectively, the “City

Contribution”), the City will add the amount of each City Contribution payment to a balance sheet that is maintained by the City which amount, collectively, shall be called the “**Principal**”. The Principal is anticipated to be the payments as set forth in **Exhibit F** attached to this First Amendment under the heading “City Contribution Uses,” which are described in more detail above in this Section. The current calculation of the City Contribution incorporates the Phase 1 Contingency amount. The Parties acknowledge that the current calculation of the Phase 1 Additional Costs already exceeds the Phase 1 Contingency Amount, and any further increases in the total costs of Phase 1 construction will be added to the Phase 1 Additional Costs amount which will be paid as part of the City Contribution. The total outstanding amount of the Principal shall bear interest at the rate of 6.0% per annum (the “**Interest**”), which shall be calculated on the basis of a 360-day year of twelve 30-day months from the most recent Annual Payment Date (as defined below in paragraph F.2 of this Section).

2. The **Annual Payment Date** shall be October 1st of each year, which is one month before the annual debt service payment date of November 1st pursuant to the Trust Indenture for The Highway 71/291 Partners in Progress Transportation Development District Transportation Sales Tax Revenue Bonds (Interstate 49 / Highway 291 Interchange Project - Harrisonville, Missouri) Series 2014 (the “**Series 2014 Bonds**”). The first Annual Payment Date will be October 1, 2015. The Annual Payment Dates of October 1, 2015 and October 1, 2016 shall be payment only for accrued Interest and no reimbursement for the Principal. The Annual Payment Date of October 1, 2017, and each Annual Payment Date thereafter, shall consist of reimbursement for Interest and Principal in accordance with this Section.

Starting on the date that is 40 days before the November 1st annual debt service payment date, the District will request that the trustee for the Series 2014 Bonds (the “**Trustee**”) make the following transfers: (a) on the Annual Payment Date in 2015, transfer sufficient funds to the City to pay the Interest that has accrued to the Annual Payment Date, and retain the remaining balance in the Surplus Account for the Series 2014 Bonds; (b) on the Annual Payment Date in 2016, transfer sufficient funds to the City to pay the Interest that has accrued to the Annual Payment Date, and transfer the remaining balance to the District (through the City Finance Department) to use for the Phase 2 Construction Deposit; and (c) in 2017 and each year thereafter transfer all funds that are then available in the Surplus Account for the Series 2014 Bonds to the City as reimbursement of Interest and Principal for the City Contribution. The amount of the payment from the Trustee on each Annual Payment Date in 2017 and thereafter shall be first used to reimburse the City for the Interest that has then accrued to the Annual Payment Date for each year, and the remaining amount of each payment, if any, from the Trustee on each Annual Payment Date shall be used to reduce the total amount of the Principal then outstanding on such date.

3. The payments to the City from the Surplus Account by the Trustee as described above shall continue until the earlier of (1) all accrued Interest and all outstanding Principal has been fully reimbursed to the City, (2) a “Refinancing” has occurred as described below, or (3) the Series 2014 Bonds have been fully redeemed. If

the Series 2014 Bonds have been fully redeemed and any amount of Interest or Principal for the City Contribution remains outstanding, then the City shall be entitled to payment directly from available District funds after the District Operating Costs and the District Maintenance Costs have been fully funded from available District revenues on an annual basis. The **“District Operating Costs”** shall mean an amount that does not exceed \$30,000 per year for routine District administration and operations as budgeted by the District Board of Directors. The **“District Maintenance Costs”** shall mean an amount that does not exceed \$35,000 for the maintenance of road improvements by the District as required by contract and as budgeted by the District Board of Directors.

G. Refinancing.

1. The District shall engage a financial advisor to prepare a **“Refunding Report”** starting in 2019 which shall provide an analysis of the ability to refinance the Series 2014 Bonds and reduce or eliminate the reimbursement payments for the City Contribution. The costs of the Refunding Report shall be paid by the District from funds budgeted by the District for District Operating Costs, and the report shall be provided to the City. The Refunding Report shall be completed by August 15th of each year, in order to provide time to review the report and then discuss the report at the District annual meeting which will be held prior to December 31st of each year.

2. Based on the Refunding Report, the City may request that the District refund the Series 2014 Bonds. The purpose of the refunding will be to achieve the most favorable financial terms for the District debt and reduce or eliminate, to the greatest extent feasible, the outstanding Principal associated with the City Contribution. The District will work in good faith with the City to facilitate a refunding when such action becomes financially feasible and advantageous to the parties based on the Refunding Report. The parties acknowledge that a refunding requires legislative action by the District Board of Directors, and the District Board of Directors cannot be bound by contract to take future legislative action.

H. Conditions of the Phase 2 Funding Plan.

1. The Phase 2 Final Design Costs shall facilitate the construction of a three-lane road from the intersection of Highway 291 and Royal Street to the northern limits of the project area. The parties acknowledge that the Phase 2 Acquisition Costs will allow for the acquisition of easements to facilitate five lanes of capacity, but the current scope of the improvements to be constructed for Phase 2 will only be three lanes.

2. The total amount of the City Contribution shall not exceed \$1,500,000 without the prior written approval of the City.

3. No part of the City Contribution shall be paid until the qualified voters of the District approve an extension of the District Sales Tax for an additional five years, for a sales tax expiration on July 31, 2034 (the **“Sales Tax Extension Approval”**). The City may, in its sole discretion, agree to waive this condition and fund a limited portion of the

Phase 2 Final Design Costs prior to the Sales Tax Extension Approval in order to facilitate the current Phase 2 schedule.

4. To the extent there is any conflict between any provisions of this Section 4.7 and any other provision of the Agreement, the provisions of this Section shall control.

Except as expressly amended and modified herein, the Agreement shall remain unmodified and shall be in full force and effect.

IN WITNESS WHEREOF, City and the District have executed this First Amendment to the Agreement on the day and year first above written.

ATTEST:

City Clerk

**THE CITY OF HARRISONVILLE,
MISSOURI**

By: _____
Mayor

**THE HIGHWAY 71/291 PARTNERS IN
PROGRESS TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Executive Director

Attachment: 1st Amendment 2015 (DRAFT 1-28-15) (1740 : 291 Highway Phase 2 Funding)

Exhibit F
Funding Plan for Phase 2

Sources

MoDOT Cost Share Funds	\$2,305,904
STP Funds	\$1,100,000
District 4 Funds	\$284,176
Phase 1 Contingency	\$270,000
TDD Surplus Account Funds	\$331,082
City Contribution	<u>\$1,153,430</u>
	\$5,444,592

Uses

Design	\$425,000
ROW Acquisition Deposit	\$472,280
Utility Relocation Deposit	\$125,000
Phase 1 Additional Costs Known	\$548,608
Construction Deposit	<u>\$3,873,704</u>
	\$5,444,592

City Contribution Uses

Design Costs	\$425,000
ROW Acquisition Deposit	\$236,140
Utility Relocation Deposit	\$62,500
Phase 1 Additional Costs Known	\$548,608
Phase 1 Additional Costs paid from Contingency	-\$270,000
Phase 2 Construction Deposit	<u>\$151,182</u>
	\$1,153,430

Payment Date

Starting Spring 2015
January 1, 2016
January 1, 2016
July 1, 2016
January 1, 2017

Construction Deposit Sources

MoDOT Cost Share Funds	\$2,007,264
STP Funds	\$1,100,000
District 4 Funds	\$284,176
TDD Surplus Account Funds	\$331,082
City Contribution	<u>\$151,182</u>
	\$3,873,704

All amounts are based on estimates from MoDOT as of January 26, 2015. The amounts due from local sources (City and TDD) for ROW Acquisition, Utility Relocation and the Phase 2 Construction is capped at \$800,000. The amounts under the City Contribution for the ROW Acquisition Deposit and the Utility Relocation Deposit are 50% of those items, with MoDOT Cost Share Funds covering the other 50% at the time of each deposit. The amount for Phase 1 Additional Costs accounts for all change orders through January 26, 2015, and the contingency on deposit with MoDOT for Phase 1.

600 Northeast Colbern Rd.
816.622.6500
Fax: 816.622.0369
1.888.ASK MODOT (275.6636)
Lee's Summit, Missouri 64086

December 12, 2014

Exhibit G

Mr. Keith Moody
City Administrator
P. O. Box 367
Harrisonville, MO 64701

Dear Mr. Moody,

The purpose of this letter is to outline revised commitments regarding the cost share project on Route 291 from the north city limits to Royal St in Cass County, Job No. J4P3002. At the City's request, MoDOT has agreed to limit the City's risk and financial contribution to the project as follows:

- The City will be responsible for all design costs, which is currently estimated at \$425,000.
- The City will be responsible for \$800,000 for Right of Way acquisition, utility relocation, construction and construction contingency. The funds for Right of Way acquisition and utility relocation, \$300,000 shall be deposited prior to beginning those activities, anticipated December 2015 and the funds for construction and construction contingency, \$500,000 shall be deposited prior to project advertisement for construction.
- The City will authorize MoDOT to utilize the \$1,100,000 of STP-Urban funds programmed through the Mid-America Regional Council.
- MoDOT will be responsible for \$2,305,904 from the Cost Share Program.
- MoDOT will be responsible for any cost overruns and will receive any cost underruns for the project in excess of the above mentioned project funding of \$4,205,904. This does not include the design costs which will be the City's responsibility.

As a condition of this revision, the following applies:

- The scope will be revised from a 5-lane typical section to a 3-lane typical section from Waters Road to South Walmart Drive.
- Right of Way will only be acquired for what is necessary to build the 3-lane typical section.
- Sidewalk will be constructed from Waters Road to South Walmart Drive on the east side of Route 291 and from Timber Drive to South Walmart Drive on the west side.
- Turn lanes on Waters Road will not be constructed.

Please respond in writing if you agree to these terms and conditions in order to move the project forward. Upon receipt of your acceptance letter, we will prepare a supplemental agreement to the existing cost share agreement that reflects these new terms.



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

Attachment: 1st Amendment 2015 (DRAFT 1-28-15) (1740 : 291 Highway Phase 2 Funding)

If you have any questions, please contact Lee Ann Kell at 816-607-2264.

Sincerely,



Daniel Niec, P.E.
District Engineer

Copy: Mr. Jerry Gibbs, City of Harrisonville
Mr. David Bushek, 291/71 TDD

City of Harrisonville, Missouri

Loan to Highway 71/291 Partners in Progress

Transportation Development District

<u>Draw Down Date</u>	<u>Principal Drawn Down</u>
3/1/2015	85,000
4/1/2015	85,000
5/1/2015	85,000
6/1/2015	85,000
7/1/2015	85,000
8/1/2015	-
9/1/2015	-
10/1/2015	-
11/1/2015	-
12/1/2015	-
1/1/2016	298,640
2/1/2016	-
3/1/2016	-
4/1/2016	-
5/1/2016	-
6/1/2016	-
7/1/2016	394,096
8/1/2016	-
9/1/2016	-
10/1/2016	-
11/1/2016	-
12/1/2016	-
1/1/2017	82,264
2/1/2017	-
3/1/2017	-
4/1/2017	-
5/1/2017	-
6/1/2017	-
7/1/2017	-
8/1/2017	-
9/1/2017	-
10/1/2017	-
11/1/2017	-
12/1/2017	-
Total	1,200,000

Attachment: Phase 2 Draw Down Principal Schedule 1-30-15 (1740 : 291 Highway Phase 2 Funding)

City of Harrisonville, Missouri

Loan to Highway 71/291 Partners in Progress

Loan Payoff Details

Period Ending	Projected Net Proceeds ¹	Series 2014 Bonds Debt Service ¹	Excess TDD Revenues	Interest on Outstanding Loan Amount	Principal Paid by Excess Revenues	Outstanding Loan Amount
12/31/2018	1,004,957	764,294	240,663	66,289.52	174,373.48	930,451.80
12/31/2019	1,015,306	771,169	244,137	55,827.11	188,309.89	742,141.90
12/31/2020	1,025,759	780,769	244,990	44,528.51	200,461.49	541,680.42
12/31/2021	1,036,317	787,750	248,567	32,500.83	216,066.17	325,614.24
12/31/2022	1,046,980	793,863	253,117	19,536.85	233,580.15	92,034.10
12/31/2023	1,057,750	803,513	254,237	5,522.05	92,034.10	-
12/31/2024	1,068,628	811,456	257,172	-	-	-
12/31/2025	1,079,614	822,694	256,920	-	-	-
12/31/2026	1,090,710	828,831	261,879	-	-	-
12/31/2027	1,101,917	837,819	264,098	-	-	-
12/31/2028	1,113,236	844,388	268,848	-	-	-
12/31/2029	1,124,669	18,538	1,106,131	-	-	-

¹ Data taken from Series 2014 TDD Harrisonville, MO Official Statement

* Annual Interest Rate on Loan is 6%

Total Loan and Interest Outstanding on 12/31/2017 : \$1,344,241.28 (1,200,000 + 144,241.28)

Total Excess TDD Revenues on 12/31/2017 : \$239,416

Total Loan Outstanding on 1/1/2018: \$1,104,825.28

City of Harrisonville, Missouri

Loan to Highway 71/291 Partners in Progress

Series 2022 Projected Debt Service Coverage

Period Ending	Projected Net Proceeds ¹	Projected Series 2022 Debt Service	Debt Service Coverage
12/31/2023	1,057,750	496,413	2.131
12/31/2024	1,068,628	498,163	2.145
12/31/2025	1,079,614	494,163	2.185
12/31/2026	1,090,710	494,663	2.205
12/31/2027	1,101,917	494,413	2.229
12/31/2028	1,113,236	498,413	2.234
12/31/2029	1,124,669	496,413	2.266
12/31/2030	1,135,916	493,663	2.301
12/31/2031	1,147,275	495,163	2.317
12/31/2032	1,158,748	495,663	2.338
12/31/2033	1,170,335	495,163	2.364
12/31/2034	1,182,038	496,163	2.382

¹ Data taken from Series 2014 TDD Harrisonville, MO Official Statement for year 2018-2029; assumes 1% growth thereafter

291 TDD Phase 2 Funding
City of Harrisonville contributions

	Budgeted reserves 12-31-2015			total	291 Funds	Cash Flow		
	unreserved	vol. reserves	cash flow			2015	2016	2017
General	\$6,700		\$2,758,852	\$2,765,552	\$209,300			209,300
Refuse	\$13,023		\$82,741	\$95,764				
Electric	\$637	\$515,000	\$2,000,606	\$2,516,243	\$457,700	425,000	32,700	
CWSS	\$713,286	\$900,000	\$665,643	\$2,278,929	\$833,000		833,300	
Park	\$3,840		\$0	\$3,840				
Aquatic	\$33,916	\$67,500	\$24,123	\$125,539				
HCC	-\$21,894		\$282,488	\$260,594				
Emer. Serv.	\$83		\$0	\$83				
	\$749,591	\$1,482,500	\$5,814,453	\$8,046,544	\$1,500,000	\$425,000	\$866,000	\$209,300

NOTES:

- 1 Balances are from adopted 2015 budget summary sheets, and do not include debt reserves. Final 2014 audited results may change these.
- 2 291 Funds column is amount of Phase 1 utility relocation expenses covered by District, with balance of obligation shown from General Fund.
- 3 Total 291 obligation is shown as \$1,500,000, per Section H2 of the amended agreement.
- 4 Total charge would be reflected in the 2015 budget (must correlate with the time the agreement is entered into).
- 5 Cash flow is per Exhibit F of the agreement, with the direction that CWSS would not contribute in 2015.
- 6 Current estimate is much less than obligated amount. This could mean that General Fund would not need to make a contribution at all.
This is a further safeguard, since the General Fund does not have the ability to replace funds like the enterprise funds.
- 7 No contribution is shown from the Park or Emergency Services Funds since their reserves are carried by the General Fund.
- 8 No contribution is shown from the Refuse or Aquatic Funds, since they are enterprise funds which had no costs associated with the project.