



**AGENDA
CITY OF HARRISONVILLE
PUBLIC WORKS COMMITTEE
REGULAR MEETING
CITY HALL
APRIL 9, 2015
6:00 PM**

- I. Call to Order**
 - A. Roll Call**
- II. Approval of Minutes**
 - A. Public Works Committee - Regular Meeting - Mar 5, 2015 6:00 PM**
- III. Agenda Items**
 - A. Council Bill : LAKE HARRISONVILLE - IDLE SPEED - NO WAKE**
 - B. 2015 Asphalt Mill & Overlay Program/Commercial St. Maintenance**
 - C. Alleys at the Villas of Eastern Hills**
- IV. Stormwater Issues**
- V. Public Works Project Updates**
 - A. PUBLIC WORKS UPDATE APRIL 2015**
- VI. Airport Reports**
 - A. APRIL AIRPORT REPORT**
- VII. General Discussion**
- VIII. Adjourn**

This meeting will be open to the public.

Posted on City Hall Bulletin Board this 6th day of April

Kim Hubbard, City Clerk



DRAFT
MINUTES
CITY OF HARRISONVILLE
PUBLIC WORKS COMMITTEE
REGULAR MEETING
CITY HALL
MARCH 5, 2015
6:00 PM

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Kevin Wood	Member	Present	
Doug Meyer	Alternate	Present	
Morris Coburn	Member	Present	
David Dickerson	Member	Present	
Ivan Stull	Chair	Present	
Bret Brown	Member	Absent	

Also: Keith Moody, Eric Patterson, Rick DeLuca, Ted Martin, James Green, Rodney Jacobs, Sheryl Stanley, recording.

II. Approval of Minutes

A. Public Works Committee - Regular Meeting - Feb 5, 2015 7:00 PM

David Dickerson moved approval, Morris Coburn seconded. Motion carried unanimously.

III. Agenda Items

A. CUMMINS LAND DONATION

Eric Patterson said the city was contacted several weeks ago by members of the Cummins family who wish to donate the six lots at Orchard & Independence to the city. He told committee members it has an appraised value of \$61,300. In response to questions, he said it will be used to access utility easements and is in a flood plain. Mayor Wood pointed out that this is a highly traveled area with lots of pedestrians as well, and needs a sidewalk and shoulder improvements. For that reason, he thinks we should accept the donated land so these improvements could be made sometime in the future. Keith Moody said there were no conditions attached to the donation. Members agreed the land donation should go forward to the Board of Aldermen for formal acceptance.

Minutes Acceptance: Minutes of Mar 5, 2015 6:00 PM (Approval of Minutes)

B. POWER AND WATER BUILDING

Eric introduced Chris Wendelbo, environmental attorney with the firm of Collaborative Legal Solutions, who addressed the group regarding options at the old power and water building. He said, looking at the findings of the initial Phase I environmental assessment, the site could be in violation of seven environmental statutes. However, he added the overall outlook is promising and he believes minimizing the risks associated with the site is feasible. He stressed several times that the city will always be in the "chain of liability" for the property because of the purposes the building was used for and the length of time it was owned by the city. Members were in accord that the clean-up recommended in the recent environmental assessment should be done as well as any subsequent testing based upon what was found during clean up. At that point, the board would have a better understanding of what some of the violations are and what the city's risk might be. Kevin Wood moved the question be taken to the board of aldermen for a work session and consideration of the building's future when clean up and testing was completed. Morris Coburn seconded. Motion carried.

C. Continued Discussion Concerning South Commercial Street Extension

City Engineer Ted Martin spoke to the committee, comparing the costs of 3 alternative routes that might be used in the extension of South Commercial. The original plan would require 2,300 linear feet and a cost of \$1.562 million. The second option, running from Brookheart to Brickplant, would be 3,700 feet in length and cost \$1.651 million. A third option was presented which was 8,000 feet in length with an estimated cost of \$2.392 million. Mayor Wood said he thought the first option was the best and Mr. Martin said it does present the best traffic flow in addition to being the shortest route and least expensive.

Keith Moody asked if there would be pad sites on Commercial when the road is completed, and Mr. DeLuca showed a large layout with possible sites specified. He also told members there was a possibility the smaller of the two lakes in the area under consideration might be filled in by the land owner and that would create room for additional sites suitable for offices, commercial, retail and light industrial uses. He told members that the road improvements associated with the construction of Love's will eliminate a large portion of the cost to the city in extending Commercial Street.

Keith Moody and Kevin Wood both said the emphasis right now should be on determining the cost and getting the roadway designed. Mr. Moody said he felt we should not move forward without having a donation of the necessary right of way from the landowners. After further discussion, members agreed that once the right of way donations were accomplished the issue would come back to the Public Works Committee.

IV. Reports**A. WATER TREATMENT PLANT FUNDING**

Mr. Moody told the group we might receive SRF funding for the water treatment plant funding during the next round of appropriations. If not, we will be able to apply again. Therefore, we are seeking interim financing options. In response to questions, staff said the SRF program has been going through changes in personnel and this is holding up their timely turn-around of applications. Mr. Dickerson expressed his displeasure with Burns and McDonnell for not following through on their promises to assist the city with obtaining SRF funding.

B. FEBRUARY AIRPORT REPORT

James Green reported on the runway inspection by MoDOT. He said that due to a new way the match is calculated, the city does not have enough available land to cover the match and will need to come up with an additional \$16,700 cash to cover the shortfall.

This amount will be included in the re-appropriations request which will be presented at the March 16 Board of Aldermen meeting

V. Public Works Report

Keith Moody updated the group on the sale of the Kansas City water contract and also informed them about a special Board of Aldermen meeting scheduled for March 23 to approve an application for a CDBG grant

Mr. Patterson said the final meeting on the Ann Terrace stormwater project would be March 19th.

Alderman Coburn relayed information on the repair of the clock atop the Cass County Courthouse and said he was contacted by a resident on Logan who had problems with her sewer line, contacted a plumber and was ultimately charged \$5,500 for the work. He believes the plumber may have opened a city main, and asked Mr. Patterson if he had any knowledge of this. Mr. Patterson said he did not, but would check into it.

VI. Stormwater Issues

No stormwater issues were presented.

VII. Adjourn

Kevin Wood moved the meeting be adjourned and Morris Coburn seconded. Motion carried. Meeting adjourned at 7:47 p.m.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Mar 5, 2015 6:00 PM (Approval of Minutes)



TO: Public Works Committee
FROM: Jerry Gibbs, Director
DATE: March 24, 2015
SUBJECT: LAKE HARRISONVILLE - IDLE SPEED - NO WAKE

Type of Item: *Amendment*

BACKGROUND

Lake Harrisonville was constructed in the early 70's. Rules and regulations were developed and implemented in the mid 70's and modified in the mid 80's. A lake caretaker was employed full-time to oversee the lake's passive recreational operations and enforce the rules. In late 2010 it was determined a part-time caretaker position occupied by a city staff person would be adequate to maintain the property, watch lake use in the evenings and weekends and reduce the operations budget. Recent changes implemented in 2013 allowed canoes and kayaks to access the lake.

Staff still receives the occasional call concerning enforcement of the rules. Two rules in particular the 10 hp motor limit and non-Cass County residents are fishing in the lake. In most cases fisherman will follow the posted rules and regulations. There are the occasional exceptions.

ISSUE

One of the primary complaints I hear is not complying with the following regulation. *Section 225.530 E. Boats, Permits and Regulations - Motors will be restricted to a maximum of ten (10) horsepower. All motors over ten (10) horsepower will have the props removed. Any boat not in compliance will be subject to a one hundred dollar (\$100) fine.* No records are available to determine the intent or reason for the restriction. Staff is recommending a change from a limit in hp to a "Idle Speed-No Wake Zone". Idle Speed - No Wake Zone can be described as the slowest speed that a boat can travel and still allow the operator to maintain steerage, headway and control of the boat.

Staff is recommending a change in the Lake Harrisonville Rules and Regulation to establish an Idle Speed - No Wake regulation.

ARTICLE III. LAKE HARRISONVILLE

SECTION 225.440: NAME

The new City water supply lake is hereby named Lake Harrisonville. (CC 1977 §24-121; Ord. No. 1040 §1, 6-19-74)

SECTION 225.450: SCOPE

The primary use of this lake is to provide a water supply for the residents of the City. It is hereby determined that fishing and hunting may be allowed at Lake Harrisonville, provided that these activities do not interfere with the use of the lake as a water supply. (CC 1977 §24-122; Ord. No. 1040 §2, 6-19-74)

SECTION 225.460: DEFINITION

For purposes of this Article, the term "*resident of the City*" shall be defined to include the following two (2) classes of persons:

1. Any person who pays personal or real property taxes to the City of Harrisonville.
2. Any landowner who adjoins Lake Harrisonville and who has entered into a contractual relationship with the City relative to fishing, duck hunting and boating on said lake. (CC 1977 §24-123; Ord. No. 1040 §12, 6-19-74)

SECTION 225.470: FIREARMS

No firearms are permitted at Lake Harrisonville except:

1. During duck hunting season and then only by those persons with City hunting permits; and
2. Firearms which are permitted by a conceal carry endorsement.

No firearm will be discharged at Lake Harrisonville except during duck hunting season and then only from a duck blind by those persons with City duck hunting permits. (CC 1977 §24-127; Ord. No. 1519 §1, 5-5-86; Ord. No. 2847 §3, 10-20-03)

SECTION 225.480: PERMITS REQUIRED

No person, unless specifically exempted, may fish, boat or hunt at Lake Harrisonville without obtaining a permit or license from the City along with all applicable Federal and State licenses and permits. All permits will be issued from March 1 to February 28/29. (CC 1977 §24-128; Ord. No. 1519 §1, 5-5-86)

SECTION 225.490: GENERAL RULES

- A. The rules and regulations for hunting, fishing and the taking, method of pursuit and possession of any species not specifically covered by the following shall be in accordance with the rules and regulations of the Missouri Department of Conservation.
- B. There will be no body contact sports (skiing, swimming, etc.) permitted.
- C. No fish cleaning will be permitted anywhere on Lake Harrisonville property (water or land). Violations are subject to a twenty-five dollar (\$25.00) fine or as prescribed by law.
- D. The speed limit on any road within lake property is fifteen (15) miles per hour. Speeders will be issued a ticket and fined.
- E. No firearms are permitted at lake Harrisonville except:
 - 1. During duck hunting season and then only by those persons with City hunting permits; and
 - 2. Firearms which are permitted by a conceal carry endorsement.
- F. No firearms will be discharged except during duck hunting season and then only from a duck blind by those persons with City duck hunting permits.
- G. No hunting of any kind will be allowed on lake property other than duck hunting and then only during duck hunting season.
- H. No houseboats, sailboats, floating docks, pontoons, etc., will be permitted.
- I. No rafts or canoes will be permitted.
- J. No boating or fishing will be permitted within fifty (50) feet of the dam intake or within fifty (50) feet from the water pumping station.
- K. All persons are required to enter lake property through the main entrance where the lake caretaker resides. Any persons not entering at this location are subject to a twenty-five dollar (\$25.00) fine and revocation of their permit.
- L. No open fires or cooking of any type will be permitted.

M. Fireworks are prohibited.

N. No person shall operate any motorboat or vessel while intoxicated or under the influence of any narcotic drug, barbiturate or marijuana, nor shall it be permissible to possess or consume any intoxicating liquor or non-intoxicating beer on the lake.

O. All special groups are to be cleared through the City Administrator. (CC 1977 §24-129; Ord. No. 1519 §1, 5-5-86)

SECTION 225.500: FISHING PERMITS

A. Any persons not exempted by age in conformance with Department of Conservation regulations shall be required to purchase a Lake Harrisonville fishing permit.

B. Residents of the City of Harrisonville, residents of Cass County and persons who pay City of Harrisonville and Cass County personal or real property taxes are eligible for a permit. A copy of City and County tax receipts must be shown at the time of request for a permit.

C. Fees For Permit.

City resident.

Individual \$ 2.00

Family 4.00

Cass County resident.

Individual 5.00

Family 10.00

D. Any person, not exempted by age or disability, shall have a Missouri fishing license prior to the issuance of a Lake Harrisonville permit. (CC 1977 §24-130; Ord. No. 1519 §1, 5-5-86; Ord. No. 2847 §4, 10-20-03)

SECTION 225.510: GUESTS

A. Fishing permit holders may bring guests provided they are not residents of the City of Harrisonville or Cass County. These guests must have a Missouri fishing license. There is a limit of two (2) guests total.

B. All guests must be accompanied by a permit holder.

C. All guests, except those exempt by age, will be charged one dollar (\$1.00) per day for fishing privileges.

D. All guests must register with the lake caretaker. Payment of the one dollar (\$1.00) fee, if not exempt by age, shall be made to the lake caretaker. Any guest not registering with the caretaker or not paying the one dollar (\$1.00) fee, if applicable, shall be fined a minimum of twenty-five dollars (\$25.00). (CC 1977 §24-131; Ord. No. 1519 §1, 5-5-86)

SECTION 225.520: RESTRICTIONS ON FISHING

- A. No trot lines will be allowed.
- B. No lines attached to the bank for bank fishing will be allowed.
- C. No traps will be allowed.
- D. No lines attached to limbs will be allowed.
- E. No seining will be allowed.
- F. No fishing will be permitted during official duck hunting season.
- G. No jug fishing.
- H. *Size Of Fish--Limitation Of Bass, Channel Cat And Crappie.*
 - 1. *Bass.*
 - a. *Possession limit.* Six (6).
 - b. *Size.*
 - (1) Maximum of three (3) over fifteen (15) inches.
 - (2) There is a protected twelve (12) inch to fifteen (15) inch length limit. No bass are to be harvested this size range.
 - 2. *Crappie.*
 - a. *Possession limit.* Thirty (30).
 - b. *Size.* Anglers are encouraged to harvest all crappie regardless of size.
 - 3. *Catfish.*
 - a. *Possession limit.* Three (3).

b. *Size.* Minimum length of fifteen (15) inches. (CC 1977 §24-132; Ord. No. 1519 §1, 5-5-86)

SECTION 225.530: BOATS, PERMITS AND REGULATIONS

A. All boats must have a permit issued by the City of Harrisonville before use on Lake Harrisonville. Persons must show boat registration to receive a permit along with a copy of City of Harrisonville or Cass County tax receipt. Only boats registered in the State of Missouri can be eligible to receive a boat permit.

B. Only metal, wood or fiberglass boats will be eligible for a boat permit. Plastic boats with a U.S. Coast Guard sticker attached to the boat will also be eligible for a boat permit.

C. Residents of the City of Harrisonville, residents of Cass County and persons who pay City of Harrisonville and/or Cass County taxes are eligible for a boat permit.

D. *Fees For Permit.*

City resident \$ 7.50

Cass County resident 10.00

~~E. Motors will be restricted to a maximum of ten (10) horsepower. All motors over ten (10) horse power will have the props removed. Any boat not in compliance will be subject to a one hundred dollar (\$100.00) fine.~~

E. Maximum speed of boats with motors will be Idle Speed and the entire lake will be designated a No Wake Zone. Idle speed will be defined as the lowest possible speed at which the boat can operate and the operator can maintain headway, steerage and control.

F. No unattended boats are permitted to remain on lake property overnight, with the exception of duck season. All boats must be removed at day's end. A twenty-five dollar (\$25.00) fine will be levied against any violation per day for each violation.

G. The boat sticker is to be placed on the left side at the bow of the boat.

H. Any boat operating between sunset and sunrise must be equipped with operating lights. A white light is to be displayed on the stern and red and green lights are to be displayed on the bow. (CC 1977 §24-133; Ord. No. 1519 §1, 5-5-86)

SECTION 225.540: DUCK HUNTING PERMITS AND REGULATIONS

A. Residents of the City, or individuals who own property or are owners and residents of Cass County are eligible for a duck blind and permit. Proof of such residency or property ownership is required.

B. Twenty-nine (29) duck blinds will be available at locations determined by the City.

C. Duck Blind Drawing.

1. A drawing will be held each year to determine those persons that will be permitted to secure a blind;
2. One (1) entry per household will be accepted;
3. The first ten (10) names will be drawn from City residents; and
4. The remaining nineteen (19) names will be drawn from a combination of City and County applicants.

D. Hunters will be responsible for building and removing their own duck blinds.

E. The fee for a duck blind will be fifty dollars (\$50.00) in addition to a fifty dollar (\$50.00) duck blind deposit. This deposit will be forfeited to the City if:

1. The blind is not removed by April first (1st) of the following year; or
2. The blind location marker is removed, defaced or destroyed.

F. All duck hunters must have a State duck hunting license and a Federal duck stamp prior to the issuance of a Lake Harrisonville permit.

G. No more than four (4) persons may occupy a blind at any time.

H. Guests of a blind holder may be issued a permit upon payment of one dollar (\$1.00) fee and the possession of a State duck hunting license. (CC 1977 §24-134; Ord. No. 1519 §1, 5-5-86; Ord. No. 2608 §1, 8-23-99)

SECTION 225.550: PENALTIES

Any person who violates any of the specific provisions of this Article upon conviction or a plea of guilty in court or any subsequent Appeals Court shall be punished as provided in [Section 100.200](#) of this Code. This is in no way meant to be an exclusive remedy and charges may be filed in either the applicable State or Federal Court relative to violations of the respective Federal or State laws pertaining to fishing or hunting. (CC 1977 §24-135; Ord. No. 1041 §13, 6-19-74; Ord. No. 1519



STAFF REPORT

TO: Public Works Committee
FROM: Eric Patterson, Asst. Director
DATE: April 5, 2015
SUBJECT: 2015 Asphalt Mill & Overlay Program/Commercial St. Maintenance

Type of Item: *Budget***Issue:**

2015 Capital Improvement Asphalt Program: Street Department Recommendation for Micro-Surfacing Commercial Street from Independence Street to Plaza Drive.

Summary Recommendation:

In evaluating the city streets for 2015 Asphalt Program with a budget of \$150,000, it is staff's recommendation to micro surface Commercial Street, starting from Independence Street going north to Plaza Drive. Estimated surfacing cost, \$210,000, with an additional \$15,500 for painting. We would also ask to spend some of the additional savings from last year's budget on doing additional streets. We don't have a dollar amount on those savings yet, but would move forward on any amount you think appropriate when the savings amount is determined.

Background:

The recommendation of using the entire 2015 asphalt budget plus some from last year's savings for Commercial Street takes into account its importance and current condition of having one inch deep wheel ruts and loss of aggregate on the majority of its length. This defect creates the need to fill and seal, or mill and overlay with budgetary constraints allowing only a portion of Commercial Street being completed in 2015. While everyone is familiar with the benefits of the asphalt mill/overlay process the recommendation to rut fill and micro-surface is an opportunity to try a cost effective alternative used in other communities.

Options:

The two best options on maintaining the roadway using budgeted funding are:

- Fill the ruts where needed and seal the roadway at an estimated cost of \$210,000* and restripe for \$15,500 and spend an amount to be determined by the Board of Alderman Micro-Surfacing as many roads as money would allow.
- Asphalt overlay over a multi-year time period starting with Butler Drive to Washington Street the first year. The estimated cost for all of Commercial Street is \$336,197 taking three years at the current budget and paying a premium price restriping each year on a small segment and spend an amount to be determined by the Board of Alderman Micro-Surfacing or Mill and Overlay as many roads as money would allow.

***The paint removal is an additional estimated charge of \$42,500 for Commercial Street.**

Recommendation:

Staff recommends rut filling sections of roadway as needed and micro paving Commercial Street from Butler Drive to Plaza Dr. To reduce cost, the paint striping currently on Commercial Street could be removed by city staff and it is requested that new stripping needed on Commercial Street be funded by the reallocation of the Street Stripping Program. Estimated cost of micro-paving and painting Commercial Street from Butler Drive to Plaza drive is \$225,500.

B. Discussion Item (ID # 1814)

2015 Asphalt Mill & Overlay Program/Commercial St. Maintenance



STAFF REPORT

TO: Public Works Committee
FROM: Keith Moody, City Administrator
DATE: April 6, 2015
SUBJECT: Alleys at the Villas of Eastern Hills

Type of Item: *Policy*

Background: The Villas of Eastern Hills is a single family residential subdivision designed for seniors. The final plat was approved by the Board of Alderman in 2004 (ordinance attached). In addition to a home owners association that exists to provide management and funding of common area maintenance it also has a Community Improvement District Board that collects funds and provides for ornamental lighting, a walking trail, storm water detention, and underground power lines. The CID was also established in 2004. The street department has not been removing snow from the alleys or performing maintenance on the alleys as it has been there understanding that the alleys are private.

Review: To determine if the alleys are private or if they are to be treated differently than other public alleys we looked at all of the related documents. The CID document (attached) makes reference to "Private Alleys" being the responsibility of the CID yet the alleys reflected on the final plat are clearly Public Right of Way (not private), the same type of right of way that is established for streets. In reviewing the minutes of the Board meeting where the CID was approved and the Final Plat was approved we find no comments from the Board concerning the alley's not being public or that they should be treated differently than a normal public alley.

The only document we have found that suggests treating the alleys differently than normal is the staff memos (attached) for the Preliminary and Final plats. The staff memo states, "The alleys will be public. However, the City will require the HOA to be responsible for plowing snow on the alleys." The ordinance approving the plats and the minutes from those respective meetings do not reflect that the Board of Alderman imposed the condition anticipated in the staff memo. We do not know if this was an oversight by the Board or if they intended not to impose the condition.

Recommendation: Finding no indication that the alleys were intended to be private and maintained by the HOA, the City will incorporate the alleys into our street maintenance program. The Street Superintendent has provided an estimate on maintenance costs for the near term (attached).

If the Public Works Committee believes that action by the Board not to impose the snow removal condition upon the HOA was intentional, we ask the Committee take a vote to that affect so we

have a record of this clarification.

If the Public Works Committee believes the Board did not impose snow removal as a condition of the HOA was an oversight, we ask that the Committee vote to forward a recommendation to the Board to formally establish this condition.

C. Discussion Item (ID # 1815)

Alleys at the Villas of Eastern Hills

Attachments:

Villas of Eastern Hills- Ordinance Approving Final Plat 12-6-04 (PDF)

Villas of Eastern Hills- Staff Memo (PDF)

Villas of Eastern Hills- CID Document 11-2004 (PDF)

Villas of Eastern Hills- Covenants 12-29-04 (PDF)

Estimated Maintenance Costs of Alleys 3-27-15 (DOCX)

ORDINANCE NO. 2887 (30-04)

AN ORDINANCE TO ACCEPT THE FINAL PLAT OF THE VILLAS OF EASTERN HILLS LOTS 1 THRU 36 BEING A REPLAT OF LOT 1 PART OF LOTS 2 & 3 IN "EASTERN HILLS" A SUBDIVISION OF LAND IN SECTION 2, TOWNSHIP 44, RANGE 31, HARRISOVNILLE, CASS COUNTY, MISSOURI.

WHEREAS, the Planning and Zoning Commission on November 18, 2004 recommended the approval of the final plat of certain property generally located along the west of Lincoln Road approximately 1500 feet south of Elm Street in the corporate limits of the City of Harrisonville, Cass County, Missouri to the Board of Aldermen; and

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

WHEREAS, the subdivision regulations of the City of Harrisonville provide that a subdivision may be approved by the Board of Aldermen and the plat recorded after all the improvements have been constructed and approved and accepted by the City.

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

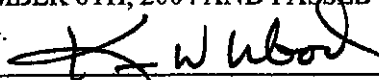
Section 1. That the final plat and dedication of easements of the City of Harrisonville for Villas of Eastern Hills shown by the plat, filed with the City Clerk of the City of Harrisonville, is hereby accepted and approved and declared to be a subdivision of the City of Harrisonville, Missouri; that the final plat of said subdivision comprises the following described real estate in Cass County, Missouri, to-wit:

ALL OF LOT 1 AND PART OF LOT 2 OF EASTERN HILLS, A SUBDIVISION OF LAND IN FRACTIONAL SECTION 2, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, EASTERN HILLS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST QUARTER OF SAID SECTION 2, RUN THENCE SOUTH 88°59'00" EAST ALONG THE NORTH LINE THEREOF, 1288.31 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, EASTERN HILLS; THENCE SOUTH 1°40'22" WEST ALONG THE EAST LINE OF SAID LOT 1, 330.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°00'14" WEST ALONG THE SOUTH LINE OF SAID LOT 1, 395.47 FEET; THENCE SOUTH 1°40'22" WEST, 171.78 FEET; THENCE NORTH 88°51'31" WEST, 181.68 FEET; THENCE NORTH 1°08'29" EAST, 24.84 FEET; THENCE NORTH 88°51'31" WEST, 420.60 FEET; THENCE NORTH 1°08'29" EAST, 100.00 FEET; THENCE NORTH 88°51'31" WEST, 110.20 FEET; THENCE SOUTH 1°08'29" WEST, 20.46 FEET; THENCE NORTH 88°51'31" WEST, 178.43 FEET TO A POINT ON THE WEST LINE OF LOT 2 IN SAID EASTERN HILLS, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 4 OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 1°32'10" EAST ALONG THE WEST LINE OF SAID LOTS 1 AND 2 IN EASTERN HILLS, 396.07 FEET TO THE POINT OF BEGINNING, CONTAINS 12.29 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

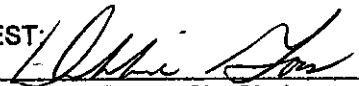
Section 2. *Effective Date.* That this ordinance shall become effective immediately upon its passage and approval.

Section 3. *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.

READ TWO TIMES BY TITLE ONLY ON DECEMBER 6TH, 2004 AND PASSED BY THE BOARD OF ALDERMEN THIS 6th DAY OF DECEMBER 2004.


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

ATTEST:


Debbie Goss, Deputy City Clerk

APPROVED by the Mayor this 6th day of December, 2004.

Attachment: Villas of Eastern Hills- Ordinance Approving Final Plat 12-6-04 (1815 : Alleys at the Villas of Eastern Hills)

STAFF REPORT
The Villas of Eastern Hills

Case No.: RZ-0213
 RZ-0214
 RZ-0215
 RZ-0216
 PP-0217

Date: July 10, 2002
 September 10, 2002

GENERAL INFORMATION

Request: Approval of Preliminary Plat and accompanying rezoning applications: "A" Agriculture to "CP-1" Local Business District; "A" to "CP-0" Non-Retail Business District; "A" Agriculture to "RP-3" Cluster or Garden Apartment District; and "A" Agriculture to "RP-1" Single Family Residential District.

Location: Section 2, Township 44, Range 31; Generally located west of Lincoln Road approximately 1500 feet south of Elm Street.

Applicant: Eastern Hills Development Corporation; Pat Flanner and Dan Powell

Owner: same

Engineer/Surveyor: Bowers Survey Company & Styron Engineering

Existing Land Use: Undeveloped

Acres: Approximately 24 acres

Number of Lots: 2 commercial lots
 82 residential lots
 84 total lots

Adjacent Zoning/use: North: "R-3" Cluster or Garden Apartment District
 South: County – residential – mostly undeveloped
 West: "A" Agriculture - undeveloped
 East: County – residential – mostly undeveloped

OVERVIEW:

Five applications have been submitted on the subject tract of land: rezoning from "A" Agriculture to "CP-1", "CP-0", "RP-3" and "RP-1". A preliminary plat application has also been submitted. The developer is planning on constructing the project in 2 phases.

The applicant is proposing a development that would have qualities of a traditional neighborhood development (TND). Our zoning ordinance currently does not have a TND

Attachment: Villas of Eastern Hills- Staff Memo (1815 : Alleys at the Villas of Eastern Hills)

overlay or district. However, the City could continue with this type of development by using the planned district overlay. The Traditional Neighborhood Development (TND) is intended to encourage innovative mixed-use developments as an alternative to conventional, modern, use-segregated developments. A TND is a type of planned development that integrates land uses within close proximity to each other and offers a greater variety in type, design, and layout of residential and commercial uses.

COMPREHENSIVE PLAN:

The proposal includes mixed uses (single family, multi-family and light commercial/office). The commercial zoning does not conform to the Future Land Use of the Comprehensive Plan. However, since a daycare is located to the north and moderate density residential is in close proximity a small amount of light commercial would not be out of place. The proposed development does fulfill numerous goals and policies outlined in the Comprehensive Plan. A partial list is as follows:

- Ensures developments are well planned and of sufficient quality to attract future quality developments (page 21).
- Encourages projects, which provide amenities that benefit the entire community (page 22).
- The street in new neighborhoods shall be well designed and laid out in an orderly network and attractively landscaped with sidewalks to encourage walking and give residents choice and control in their mobility. (page 25)
- Future utility lines shall be placed underground (page 26).
- Open space, parks, and public utilities shall be provided to serve each neighborhood (page 26).
- Promote new office, retail and commercial development in selected locations within existing city boundaries to serve neighborhoods (page 30).
- Encourage commercial development to occur in nodes and avoid continuous lineal commercial development (page 30).
- Establish and utilize appropriate roadway classification and design standards, which are related to land use types, densities and vehicular traffic volumes in a way to reduce congestion (page 46).
- Protect arterial and collector streets from encroachment resulting from improper access to adjacent land uses (page 46).
- Minimize traffic within residential neighborhoods, which does not have its final destination within the area (page 46).
- Sidewalks are include in this development and are a minimum of 4 feet wide (page 47).

SETBACKS:

The purpose of planned development is to encourage innovative and imaginative site planning. Therefore, deviations from standard setback requirements and designs are acceptable. This development would have the following setbacks.

Single Family:

Front: 20 feet minimum
Side: 5 feet minimum
Rear: 20 feet minimum

Multi-Family & Commercial

20 feet minimum
10 feet minimum
20 feet minimum

SIDEWALKS:

Sidewalks will be on both sides of the main collector roadway and on one side of the 24-foot wide roads since the applicant would establish a trail around the perimeter of the site. This trail would be within a 30-foot wide common area and would include a recreation easement.

STREETS & ALLEYS:

- 
- Lincoln Road is planned to be an arterial roadway. Forty (40) feet of right-of-way (from Centerline) will be dedicated along Lincoln Road for future roadway expansion.
 - The amount of right-of-way on the collector street (at Lincoln Road) is approximately 70 feet. The right-of-way is tapered back to 60-feet to the west.
 - The main road would be a collector street (60-feet of right of way; 36-feet back to back). Given the residential nature of this collector street, the City may make the speed limit 25-mph. Furthermore, the City will likely restrict parking along the main (Collector) road.
 - The interior streets that do not merge with outside streets have 40 feet of right-of-way and be built 24-feet back to back. Given the nature of the streets, the City may decrease the speed limits to 20 mph and restrict parking on one side of the streets.
 - 18-foot alleys would be included in the project. The alleys would provide for traffic calming – slower vehicle speeds – and driveway access to the alleys rather than the main roads.
 - Alley width – 18 feet
 - Curbs will be established on the alleys
 - The alleys would be public. However, the City will require the HOA to be responsible for plowing snow on the alleys.
 - No parking will be allowed on the alleys.
 - Typically, Traditional Neighborhood Developments have tighter radiuses on their streets. Staff has already expressed some concerns with tight radiuses. Therefore, staff would recommend that all radiuses meet the standards outlined by the KC APWA.

UTILITIES:

- Storm water retention/detention would be located at the southeast corner of the site.
- Fire flows must meet or exceed 1,000 GPM and comply with the Uniform Fire Code. This tract is within Water District #9.
- A lift station would be placed at the southeast corner of the site and would be established by the applicant and maintained by the City.
- The capacity of the gravity sanitary sewer line to the north needs to be able to handle the flow that will be generated as well as the development to the north. The calculations demonstrating sufficient infrastructure must be provided with the submission of the engineering plans.
- All utility lines (power lines) would be placed underground as required by City code.
- Typically TND's will have design standards that are less restrictive than that of a standard development. However, amenities and special design features, such as decorative streetlights, are considered with the zoning applications and preliminary plat. Decorative lights will be used to enhance the character of the development. The City will not purchase or maintain the lights. The developer will purchase and install the lights. The homeowners association will maintain the lights. The City will provide electricity for the lights.

COMMERCIAL AREA:

- Site plan applications will be required for the commercial developments prior to issuance of a building permit.
- A cross access easement shall be established on the south commercial lot.
- The commercial buildings should have similar architectural styles and have a design consistent with TND development.

COMMON AREA:

- The island at the entrance and the common areas shall be maintained by the Homeowners Association (HOA).
- The storm water basin must be maintained by the HOA.

PARK FEE IN LIEU:

A waiver of park fees has been requested by the developer. This may be appropriate if the development of amenities are substantial, well planned, and preferably made available in conjunction with existing/future City recreation facilities. For example, the establishment of open space (30-foot buffer) with a trail/landscaping and a platted recreation easement that would eventually link to the City trail/sidewalk system in the future may justify this waiver.

REQUIREMENTS FOR BUILDING PERMIT:

The following is a list of items that must be completed prior to the signing of the final plat or the release of building permits.

ADMINISTRATIVE FEE:

The subdivider shall pay the City a 1% administration fee for the review and processing of the subdivision plat and construction plans.

AS BUILT DRAWINGS:

Upon completion of the work, or any phases thereof, the developer shall furnish permanent reproducible "as built" drawings of the work to the City Engineer. Said drawings shall be submitted in triplicate in a format acceptable to the City Engineer. One half-size copy and a digital file in a format acceptable to the City Engineer shall also be submitted.

FINAL PLAT APPROVAL:

No final plat shall be recorded or filed with the Office of the Recorder of Deeds until such plat has been approved by the Board of Aldermen; all dedications of rights-of-way, easements and other property have been accepted by the Board of Aldermen. After the City has approved the final plat a minimum of 4 copies of the final plat (2 paper prints and 2 opaque linen or mylar prints) shall be submitted to the City. *(This is in addition to what the County requires.)*

BONDS:

A maintenance bond in the amount of 50% of the total estimated cost of the improvements must be provided. Said bond shall be required only for the first year following the acceptance of the improvements.

PARK FEES:

All Park Fees shall be submitted to the City (*for residential developments only*). The applicant is requesting a waiver of the park fees (see attached letter).

SITE PLANS:

A formal site plan would be required for the commercial developments.

STREET LIGHT REIMBURSEMENT:

Since the subdivider is establishing decorative street lights, this fee would not apply.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Commission recommended approval contingent upon staff recommendations on the rezoning and preliminary plat applications.

STAFF RECOMMENDATION (both rezoning and preliminary plat):

Approval contingent upon:

1. All improvements as stated in Harrisonville's subdivision and zoning regulations.
2. The capacity of the gravity sanitary sewer line to the north being able to handle the flow that will be generated from the proposed development as well as the development to the north. Calculations must be provided with the submission of engineering plans.
3. A variety of housing plans will be required for both the single family and multi-family units.
4. Fire flows meeting or exceeding 1,000 GPM for single family residential development and meet the requirements of the Uniform Fire Code for the Commercial and multi-family developments.
5. The submission and approval of preliminary and final storm water management plans as required by the City storm water regulations/subdivision regulations. These plans shall be submitted with the engineering plans.
6. If reasonably possible the commercial buildings shall be placed close to the roadway and the parking is located either behind or to the side of the buildings.
7. The commercial buildings shall have similar architectural styles and have a design consistent with Traditional Neighborhood Developments. Screening may be required behind the commercial areas and shall be addressed with the site development plan.

8. The sidewalk shall be located on the east side of Village Lane. The trail within the common area shall complete a complete loop within either the 30-foot common area or an appropriate recreation easement.
9. Sidewalks shall also be placed on both side of Carriage Lane and on the west side of lot 77.
10. The subdivision amenities shall be established as generally proposed within this application.

STAFF REPORT*The Villas of Eastern Hills – Final Plat 1***Case No.:** FP-0422**Date:** November 10, 2004
November 17, 2004
November 30, 2004**GENERAL INFORMATION**

Request: Approval of "The Villas of Eastern Hills Lots 1-36" Final Plat.

Location: Section 2, Township 44, Range 31; generally located west of Lincoln Road approximately 1500 feet south of Elm Street.

Applicant: Eastern Hills Development Corporation

Owner: same

Engineer/Surveyor: Bowers Survey Company & Styron Engineering

Existing Land Use: Undeveloped

Existing zoning: "RP-1" Planned Single Family Residential
"RP-3" Planned Medium Density Residential
"CP-0" Planned Non-Retail Commercial
"CP-1" Planned Local Business District

Acres: Approximately 12.29 acres

Number of Lots: 36 Lots

OVERVIEW:

This development has qualities of a traditional neighborhood development (TND). Our zoning ordinance currently does not have a TND overlay or district. However, the City previously approved this type of development by using the planned district overlay. The Traditional Neighborhood Development (TND) is intended to encourage innovative mixed-use developments as an alternative to conventional, modern, use-segregated developments. A TND is a type of planned development that integrates land uses within close proximity to each other and offers a greater variety in type, design, and layout of residential and commercial uses.

The purpose of planned development is to encourage innovative and imaginative site planning. Therefore, deviations from standard setback requirements and designs are acceptable and were approved with the zoning application. This development would have the following setbacks.

Single Family:

Front: 20 feet minimum

Side: 5 feet minimum

Rear: 20 feet minimum

Multi-Family & Commercial

20 feet minimum

10 feet minimum

20 feet minimum

STREETS & ALLEYS:

- Lincoln Road is planned to be an arterial roadway. Forty (40) feet of right-of-way (from Centerline) will be dedicated along Lincoln Road for future roadway expansion.
- The amount of right-of-way on the collector street (at Lincoln Road) is approximately 70 feet. The right-of-way is tapered back to 60-feet to the west.
- The main road would be a collector street (60-feet of right of way; 36-feet back to back). The City will likely restrict parking along the main (Collector) road.
- The interior streets that do not merge with outside streets have 40 feet of right-of-way and are built 24-feet back to back.
- 18-foot alleys are included in the project. The alleys would provide for traffic calming – slower vehicle speeds – and driveway access to the alleys rather than the main roads. The alleys would be public. However, the City will require the HOA to be responsible for plowing snow on the alleys. No parking will be allowed on the alleys.
- A cross access easement has been established on the south commercial lot.

COMMON AREA:

- The island at the entrance, common areas and amenities shall be maintained by the Homeowners Association (HOA).
- The storm water basin must be maintained by the HOA.

REQUIREMENTS FOR BUILDING PERMIT:

The following is a list of items that must be completed prior to the signing of the final plat or the release of building permits.

ADMINISTRATIVE FEE:

The submission of this subdivision predated the requirement to submit an administrative fee to the city for the inspection of the improvements. Consequently, this fee is not applicable.

AS BUILT DRAWINGS:

Upon completion of the work, or any phases thereof, the developer shall furnish permanent reproducible "as built" drawings of the work to the City Engineer. Said drawings shall be submitted in triplicate in a format acceptable to the City Engineer. One half-size copy and a digital file in a format acceptable to the City Engineer shall also be submitted.

FINAL PLAT APPROVAL:

No final plat shall be recorded or filed with the Office of the Recorder of Deeds until such plat has been approved by the Board of Aldermen; all dedications of rights-of-way, easements and other property have been accepted by the Board of Aldermen. After the City has approved the final plat a minimum of 4 copies of the final plat (2 paper prints and 2 opaque linen or mylar prints) shall be submitted to the City. *(This is in addition to what the County requires.)*

BONDS:

A maintenance bond in the amount of 50% of the total estimated cost of the improvements must be provided. Said bond shall be required only for the first year following the acceptance of the improvements.

PARK FEES:

All Park Fees shall be submitted to the City *(for residential developments only)*. The estimated fee is \$6357.

SITE PLANS:

A formal site plan would be required for the commercial development(s).

STREET LIGHT REIMBURSEMENT:

Since the subdivider is establishing decorative street lights, this fee would not apply.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Approval contingent upon staff recommendations. (November 18, 2004)

Note: The Planning and Zoning Commission deferred the request to waive the park fees to the Park Board.

STAFF RECOMMENDATION

Approval contingent upon:

- Meeting the standards as outlined in the subdivision and zoning regulations.
- Completion and acceptance of the infrastructure.
- Removing the utilities from the plat.
- Labeling the tract of land (located east of lot one) as tract ...
- Revising the title of the plat to include the tracts of land.
- Revising the legal description/drawing. Currently the plat does not close. This is probably due to the fact that the dimension on the south side of the property (420.61') does not match the dimension in the legal description. It appears that the measurement on the drawing is incorrect and the dimension in the legal description is probably correct. This needs to be confirmed and revised.

STAFF REPORT*The Villas of Eastern Hills – Final Plat 2***Case No.:** FP-0601**Date:** January 9, 2006
January 23, 2006**GENERAL INFORMATION**

Request: Approval of "The Villas of Eastern Hills Lots 37-84 & Tracts F, G, H" Final Plat.

Location: Section 2, Township 44, Range 31; generally located west of Lincoln Road approximately 1700 feet south of Elm Street.

Applicant: Eastern Hills Development Corporation

Owner: same

Engineer/Surveyor: Bowers Survey Company & Styron Engineering

Existing Land Use: Undeveloped

Existing zoning: "RP-1" Planned Single Family Residential

Acres: Approximately 10 acres

Number of Lots: 48 Lots

OVERVIEW:

This development has qualities of a traditional neighborhood development (TND). Our zoning ordinance currently does not have a TND overlay or district. However, the City previously approved this type of development by using the planned district overlay. The Traditional Neighborhood Development (TND) is intended to encourage innovative mixed-use developments as an alternative to conventional, modern, use-segregated developments. A TND is a type of planned development that integrates land uses within close proximity to each other and offers a greater variety in type, design, and layout of residential and commercial uses.

The purpose of planned development is to encourage innovative and imaginative site planning. Therefore, deviations from standard setback requirements and designs are acceptable and were approved with the zoning application. This development would have the following setbacks.

Attachment: Villas of Eastern Hills- Staff Memo (1815 : Alleys at the Villas of Eastern Hills)

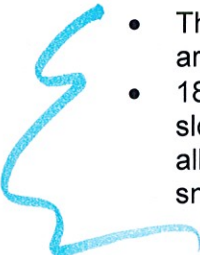
Single Family:

Front: 20 feet minimum

Side: 5 feet minimum

Rear: 20 feet minimum

STREETS & ALLEYS:

- 
- The interior streets that do not merge with outside streets have 40 feet of right-of-way and are built 24-feet back to back.
 - 18-foot alleys are included in the project. The alleys would provide for traffic calming – slower vehicle speeds – and driveway access to the alleys rather than the main roads. The alleys would be public. However, the City will require the HOA to be responsible for plowing snow on the alleys. No parking will be allowed on the alleys.

COMMON AREA:

- The island at the entrance, common areas and amenities shall be maintained by the Homeowners Association (HOA).
- The storm water basin must be maintained by the HOA.

REQUIREMENTS FOR BUILDING PERMIT:

The following is a list of items that must be completed prior to the signing of the final plat or the release of building permits.

ADMINISTRATIVE FEE:

The submission of this subdivision predated the requirement to submit an administrative fee to the city for the inspection of the improvements. Consequently, this fee is not applicable.

AS BUILT DRAWINGS:

Upon completion of the work, or any phases thereof, the developer shall furnish permanent reproducible "as built" drawings of the work to the City Engineer. Said drawings shall be submitted in triplicate in a format acceptable to the City Engineer. One half-size copy and a digital file in a format acceptable to the City Engineer shall also be submitted.

FINAL PLAT APPROVAL:

No final plat shall be recorded or filed with the Office of the Recorder of Deeds until such plat has been approved by the Board of Aldermen; all dedications of rights-of-way, easements and other property have been accepted by the Board of Aldermen. After the City has approved the final plat a minimum of 4 copies of the final plat (2 paper prints and 2 opaque linen or mylar prints) shall be submitted to the City. *(This is in addition to what the County requires.)*

BONDS:

A maintenance bond in the amount of 50% of the total estimated cost of the improvements must be provided. Said bond shall be required only for the first year following the acceptance of the improvements.

PARK FEES:

All Park Fees shall be submitted to the City (*for residential developments only*). The estimated fee is \$7,206.42.

STREET LIGHT REIMBURSEMENT:

Since the subdivider is establishing decorative street lights, this fee would not apply.

PLANNING AND ZONING COMMISSION RECOMMENDATION – (*January 19, 2006*)

Approval contingent upon:

- Meeting the standards as outlined in the subdivision and zoning regulations.
- Completion and acceptance of the infrastructure.
- Changing the street name of "Carriage Lane" to "Quail Street".

STAFF RECOMMENDATION

Approval contingent upon:

- Meeting the standards as outlined in the subdivision and zoning regulations.
- Completion and acceptance of the infrastructure.
- Changing the street name of "Carriage Lane" to "Quail Street".

**PETITION TO ESTABLISH
THE
EASTERN HILLS COMMUNITY IMPROVEMENT DISTRICT
AND
AUTHORIZE SPECIAL ASSESSMENTS**

HARRISONVILLE, CASS COUNTY, MISSOURI

November, 2004

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EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

EXHIBIT C DISTRICT BUDGET

EXHIBIT D SPECIAL ASSESSMENT PETITION

**PETITION TO ESTABLISH THE
EASTERN HILLS COMMUNITY IMPROVEMENT DISTRICT
AND
AUTHORIZE SPECIAL ASSESSMENTS**

This petition ("Petition") is submitted in accordance with Section 67.1401, RSMo through Section 67.1571, RSMo, otherwise known as the Missouri Community Improvement District Act (the "Act"), by those persons and entities whose signatures appear below (the "Petitioners"). The Petitioners request that the Board of Alderman (the "Board of Alderman") of the City of Harrisonville, Missouri establish a community improvement district (the "District") in the City of Harrisonville, Cass County, Missouri (the "City") in accordance with this Petition.

I. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the Eastern Hills Community Improvement District.

B. Legal Description

The District includes all of the real property (the "District Land") legally described in Exhibit A (the "District Legal Description") attached to this Petition.

C. Boundary Map

A map illustrating the general boundaries of the District is attached to this Petition as Exhibit B (the "District Boundary Map").

II. PETITIONERS

The Petitioners represent:

- (a) more than fifty percent (50%) per capita of all owners of the District Land; and
- (b) property owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

III. FIVE YEAR PLAN

A. Purposes of the District

The District shall serve the following purposes (the "District Purposes"):

- (a) facilitate development within the District by providing, or causing to be provided, certain services (the "Eligible Services") described in Paragraph B of this Article for the benefit of the District;
- (b) secure the financing of certain public improvements benefiting the district;
- (c) coordinate with public and private entities to plan and implement the Eligible Services; and
- (d) levy and collect the Special Assessments (defined below) to pay for the costs incurred by the District to provide the Eligible Services.

B. Services

The Eligible Services shall generally include, but are not necessarily limited to:

1. Neighborhood Beautification Services

The District may provide and/or contract for cleaning, maintenance and other services to public and private property within the District, including, but not limited to:

- (a) providing landscape care, maintenance, weed abatement, irrigation and providing and/or replacing landscape;
- (b) providing and maintaining a walking trail within the boundaries of the District, which walking trail shall be dedicated to public use; and
- (c) providing decorative lighting to the District, which will increase the District's appeal.

2. Administration and Operations

The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting and other assistance deemed necessary or desirable by the District to meet the District Purposes, including, but not limited to:

- (a) financing the costs of creating the District;
- (b) managing the District's budget and personnel;

- (c) maintaining insurance for the District;
- (d) contracting for legal counsel on matters pertaining to the District;
- (e) levying and collecting the Special Assessments;
- (f) obtaining grants and other funds to pay for the costs incurred to meet the District Purposes;
- (g) providing any security measures, which in the sole discretion of the District Board (defined below) are deemed appropriate, to District common areas ("Common Area");
- (h) coordinating meetings or events;
- (i) the dissemination of additional information necessary or desirable to meet the District Purposes; and
- (j) publishing promotional brochures necessary or desirable to meet the District Purposes.

3. Public Infrastructure

The District may provide for one or more public infrastructure improvements to the District Land, including, but not limited to:

- (a) constructing, or causing to be constructed, underground power lines benefiting each and every Unit (defined below) within the district; and
- (b) constructing and maintaining, or causing to be constructed or maintained, a storm-water retention basin within the boundaries of the District.

4. Subdivision Maintenance

The District may provide and/or contract for repair, maintenance and care for public and private property within the District as required by the Declaration of Covenants, Conditions, Restrictions and Easements for the Villas of Eastern Hills, a subdivision in Harrisonville, Missouri (the "Subdivision"), as filed for record in the Recorder of Deeds Office in Harrisonville, Cass County, Missouri (the "Declaration"), and as may be amended from time-to-time, including, but not limited to:

- (a) maintaining, repairing and caring for all common area, park land, private alleys and sidewalks;

- (b) constructing, maintaining, repairing and caring for, or causing to be constructed, maintained repaired or cared for, all improvements owned by the District, including, but not limited to, any clubhouse or exercise trails;
- (c) dedicating and developing, or causing to be developed, any District Land to carry out the provision of any desired amenities; and
- (d) providing any other subdivision related services designed to maintain the District's integrity as a first class residential subdivision within the City.

C. Budget

The commencement of the Eligible Services and the levy and collection of the Special Assessments are anticipated to occur within the first year of the District's existence. The estimated initial costs of the Eligible Services and additional costs of the District are shown on Exhibit C attached to this Petition.

IV. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act except to the extent its powers, if any, are expressly limited by this Petition.

B. Board of Directors

1. Number

The District shall be governed by a Board of Directors (the "Board") consisting of five members.

2. Qualifications

The initial directors ("Initial Directors") of the Board shall be comprised of those individuals listed in Paragraph 4 of this Article. Successor directors ("Successor Directors") shall be appointed in accordance with Paragraph 6 of this Article. Each Initial Director and Successor Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be either an owner of real property ("Owner") within the District, or such Owner's representative, an owner of a business ("Operator") operating within the District, or such Operator's representative, or a

registered voter, owning and occupying a residence within the District ("Resident"); and

- (c) except for the Initial Directors named in this Petition, be nominated according to a slate submitted by the Board to the Mayor of the City and the Board of Alderman according to the nominating procedures set out below.

3. Board Representation

If deemed by the Board to be in the District's best interest, the Board is authorized to declare certain Board representation requirements in the Board's bylaws.

4. Initial Directors

The Initial Directors to serve on the Board, and, in accordance with Section 67.1451.6, RSMo of the Act, their respective terms will be:

NAME	TERM (in years)
Kevin K. Anderson	5
Jacqueline S. Anderson	5
R. Michael Wagner	5
Danny L. Powell	5
Patrick O. Flanner	5

5. Terms

Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a director is not able to serve his/her full term, his/her vacancy to the Board shall be filled by appointment in the same manner as Successor Directors and such Successor Director shall serve the remainder of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in Paragraph 2 of this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

6. Successor Directors

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed by the Mayor of the City with the consent of the

Board of Alderman by resolution according to a slate submitted by the Board to the City of Harrisonville, Missouri Clerk (the "City Clerk"), as provided below in this Paragraph. The City Clerk shall immediately deliver the slate to the Mayor and the Board of Alderman.

Not later than 30 days following the date the slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the Successor Directors according to the slate submitted, and the Board of Alderman shall consent by resolution to the appointment; or
- (b) the Mayor, or the Board of Alderman, may reject the slate submitted and request in writing, with written reasons for rejection of the slate, that the Board submit an alternate slate.

If no action is taken within the 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Alderman according to the slate submitted.

If an alternate slate is requested, the Board shall, within 10 days following receipt of the written request, submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the Board of Alderman. Not later than 15 days following the date the alternate slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the Successor Directors according to the alternate slate submitted, and the Board of Alderman shall consent by resolution to the appointment; or
- (b) the Mayor, or the Board of Alderman, may reject the alternate slate submitted and request in writing, with written reasons for rejection of the alternate slate, that the Board submit another alternate slate. If no action is completed within the 15-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Alderman according to the alternate slate submitted.

The procedure described above shall continue until the Successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the Board of Alderman; provided however, the time period for action by the Mayor and the Board of Alderman following the submission of each successive alternate slate shall be reduced to 10 days.

The Board shall select the slate as follows:

- (a) Individuals meeting the qualifications set out in this Petition for Successor Directors must be nominated by two sitting Directors;
- (b) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) The slate shall consist of such individuals so that the Board will meet any representation requirements adopted by the Board in accordance with Section 3 of this Article.

V. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$ 11,130.00.

VI. SPECIAL ASSESSMENT

A. Method of Assessment

Upon receipt of, and in accordance with, a petition to levy a special assessment pursuant to the Act, the District may by resolution levy one or more special assessments ("Special Assessments") against real property within the boundaries of the District. The method of apportioning any Special Assessment that may be proposed by a petition is on an annual, per unit ("Unit"), basis, whether or not multiple Units may be contained on any individually described Subdivision lot, or portion of such Subdivision lot, and the maximum aggregate amount of the assessment shall be in accordance with the amounts stated in the Petition to Levy Special Assessments, attached hereto as Exhibit D (the "Special Assessment Petition").

B. Levy of Assessment

Each fiscal year, the Board shall establish the rate of each individual Unit's Special Assessment, based upon, and as necessary to pay, the cost required by the District to meet the principal and interest payments for the Loan, defined below, the cost required by the District to provide for any Additional Eligible Services (defined below) and the cost required by the District to meet the District Purposes, provided however:

1. Assessment for Loan Repayment

The Initial Directors of the Board shall, within the first year of the District's existence, levy an assessment against the District Land to provide for the entire repayment of the principal and interest owed pursuant to an outstanding loan (the "Loan"), which Loan carries a principal balance of \$287,500.00, which Loan is accruing interest at a rate of six percent per

annum (the "Loan Assessment"), which Loan shall be accepted by the District, upon the District's formation, from Eastern Hills Development Inc. ("Eastern Hills") through a document entitled Assignment of Loan and which Loan Assessment is to be assessed against each Unit in twenty five substantially equal, annual installments.

2. Annual Assessments as Determined by the Board

In addition to the Loan Assessment, the Board shall levy against each Unit, in substantially equal amounts, and pursuant to the Special Assessment Petition, any additional amount that will grant the Board sufficient funds to provide for any and all desired Eligible Services in addition to the Loan repayment (the "Additional Eligible Services"), which desired Additional Eligible Services shall be in the sole discretion of the Board; provided however, for collection and accounting purposes, the assessment levied pursuant to the Special Assessment Petition shall be considered one Special Assessment, and need not be separated between the Loan Assessment, and the assessment levied to provide the desired Additional Eligible Services; and provided further that the total levy rate for each Unit shall not exceed the maximum levy rate allowed pursuant to the Special Assessment Petition.

3. Collection of Special Assessments

On an annual basis, the Board shall provide the county collector ("County Collector") of Cass County, Missouri, with the total levy rate for each Unit, which levy rate shall equal the total amount of the Special Assessment due and owing for each Unit.

VII. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the District.

VIII. LIFE OF DISTRICT

The District will continue to exist and function for a minimum of twenty years following the effective date of the Ordinance establishing the District.

IX. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the Board of Alderman establish the District as set out in this Petition.

X. SALES TAXES

The District may, by Resolution of the Board and in accordance with the Act, impose a sales tax within the District.

X. NOTICE TO PETITIONERS

The signatures of Petitioners signing this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

XI. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A**DISTRICT LEGAL DESCRIPTION****Eastern Hills Community Improvement District****TRACT I:**

Lot 1, EASTERN HILLS, a subdivision partially in the City of Harrisonville, Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 70, said Lot 1 being wholly within the City of Harrisonville.

TRACT II:

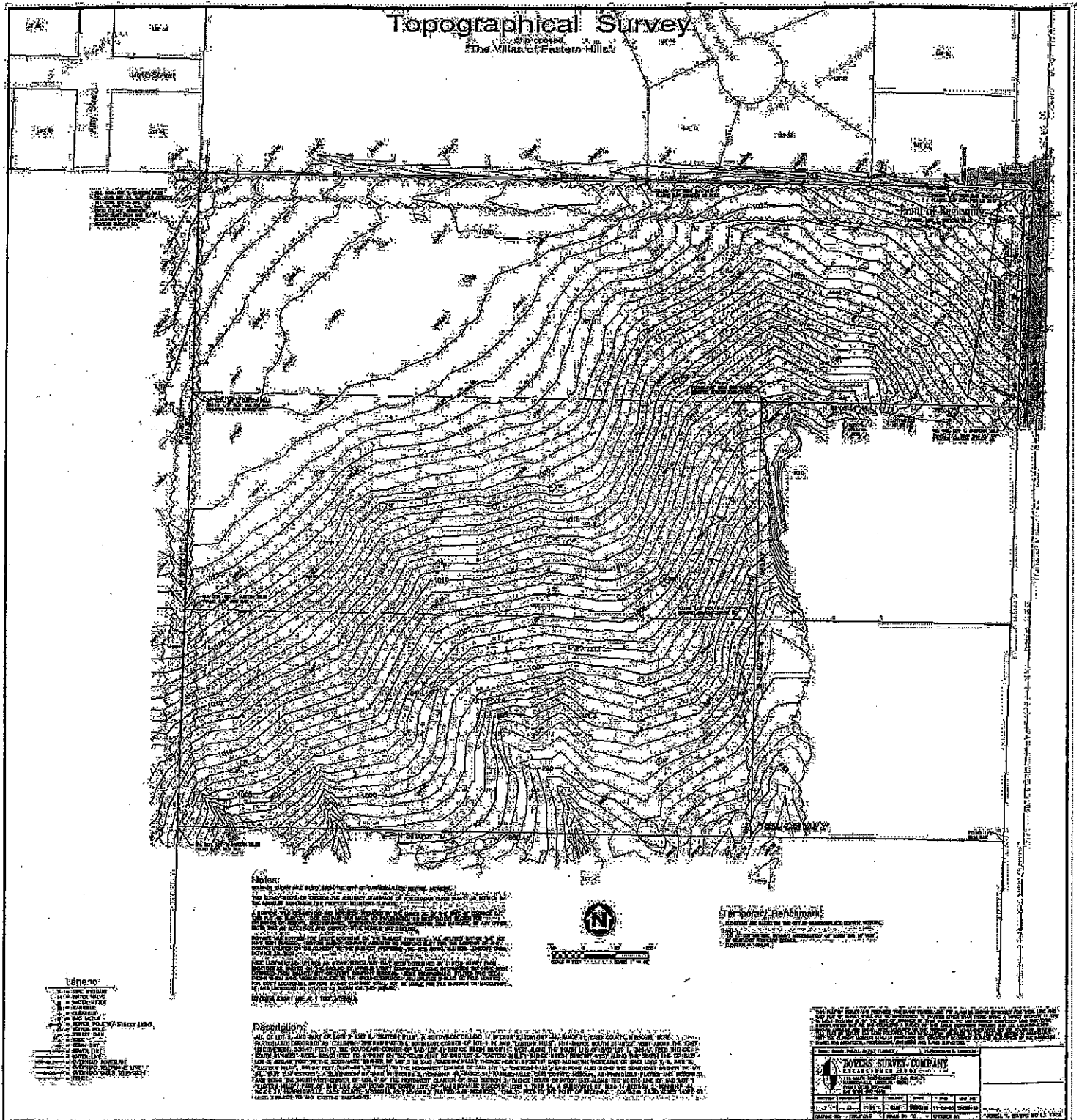
Part of Lot 2, EASTERN HILLS, a subdivision of land in Section 2, Township 44, Range 31, partially in the City of Harrisonville, Cass County, Missouri, as previously platted and recorded, described as follows: From the Southeast corner of said Lot 2, run thence South 89 degrees 56 minutes 20 seconds West along the South line of said Lot 2, 395.47 feet to the true Point of Beginning of the tract to be described; thence continuing South 89 degrees 56 minutes 20 seconds West along said South line, 891.28 feet to the Southwest corner of said Lot 2; thence North 0 degrees 28 minutes 41 seconds East along the West line of said Lot 2, 330.44 feet to the Northwest corner of said Lot; thence North 89 degrees 56 minutes 17 seconds East along the North line of said Lot 2, 892.06 feet; thence South 0 degrees 36 minutes 53 seconds West parallel with the East line of said Lot 2, 330.46 feet to the True Point of Beginning, said described tract being wholly within the City of Harrisonville.

TRACT III:

Part of Lot 3, EASTERN HILLS, a subdivision of land in Section 2, Township 44, Range 31, partially in the City of Harrisonville, Cass County, Missouri, as previously platted and recorded, described as follows: Beginning at the Northeast corner of said lot 3; run thence South 89 degrees 56 minutes 20 seconds West along the North line of said Lot 3, 395.47 feet to the True Point of Beginning of the Tract to be described; thence South 0 degrees 36 minutes 53 seconds West, parallel with the East line of said Lot 3, 330.46 feet to a point on the South line of said Lot 3; thence South 89 degrees 56 minutes 23 seconds West along the South line of said Lot 3, 890.48 feet to the Southwest corner of said Lot 3; thence North 0 degrees 28 minutes 41 seconds East along the West line of said Lot 3, 330.44 feet to the Northwest corner of said Lot 3; thence North 89 degrees 56 minutes 20 seconds East along the North line of said Lot 3, 891.27 feet to the True Point of Beginning, said described tract being wholly within the City of Harrisonville.

EXHIBIT B

DISTRICT BOUNDARY MAP



Attachment: Villas of Eastern Hills- CID Document 11-2004 (1815 : Alleys at the Villas of Eastern Hills)

EXHIBIT C

DISTRICT BUDGET

2005

Income

Special Assessment (\$300 * 34 Lots) \$10,200

Total Income 10,200

Expense

Mortgage (\$ 8,540)

Insurance (400)

Utilities (0)

Accounting/Legal (1000)

Improvements & Taxes (200)Total Expenses (10,140)

Net Income (Loss) \$ 60 \$ 60

2006

Income

Special Assessment (\$300 * 51 Lots) \$ 15,300

Total Income 15,300

Expense

Mortgage (\$13,640)

Insurance (400)

Utilities (0)

Accounting/Legal (1,000)

Improvements & Taxes (200)Total Expenses (15,240)

Net Income (Loss) \$ 60 60

2007

Income

Special Assessment (\$300 * 76 Lots) \$ 22,800

Total Income 22,800

Expense

Mortgage (\$ 20780)

Insurance (500)

Utilities (0)

Accounting/Legal (1200)

Improvements & Taxes (200)Total Expenses (22,680)

Net Income (Loss) \$ 120 120

2008

Income

Special Assessment (\$300 * 101 Lots)	<u>\$30,300</u>	
Total Income	30,300	

Expense

Mortgage	(\$ 28,220)	
Insurance	(500)	
Utilities	(0)	
Accounting/Legal	(1200)	
Improvements & Taxes	<u>(200)</u>	
Total Expenses	(30,120)	

Net Income (Loss)	\$ 180	180
-------------------	--------	-----

2009

Income

Special Assessment (\$300 * 101 Lots)	<u>\$ 30,300</u>	
Total Income	30,300	

Expense

Mortgage	(\$ 28,220)	
Insurance	(500)	
Utilities	(0)	
Accounting/Legal	(1200)	
Improvements & Taxes	<u>(200)</u>	
Total Expenses	(30,120)	

Net Income (Loss)	\$ 180	180
-------------------	--------	-----

Total Five-Year Income (Loss)		\$ 600
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EXHIBIT D

EASTERN HILLS COMMUNITY IMPROVEMENT DISTRICT

Petition for Levy of Special Assessments

1. Authorization. The Eastern Hills Community Improvement District (the "District") shall be authorized to levy a special assessment ("Special Assessment") against the real property benefited within the District. *Note: Any capitalized term used herein, and not defined, shall have the meaning set forth in the Petition to establish the District.*

2. Purpose. The Special Assessment shall be collected for the purpose of providing the District with adequate funds to pay the Loan, and to further generate revenue for the District's provision of any additionally desired Eligible Services (the "Additional Eligible Services").

3. Levy Allocation. Such Special Assessment shall be levied throughout the District on a per Unit basis, whether or not multiple Units may be contained on any individually described Subdivision lot, or portion of such Subdivision lot, and shall be levied in an amount not to exceed the Levy Rate, as defined herein; provided however, in addition to any portion of the Special Assessment levied by the Board to fund any desired Additional Eligible Services, the total Special Assessment must contain the Loan Assessment, as that term is defined and used in the Petition to establish the District, which Loan Assessment shall be levied against each Unit in twenty five substantially equal, annual installments.

4. Levy Rate. The Special Assessment allocable to each Unit, on an annual basis, shall not to exceed \$300.00 per Unit, per year; provided however, such maximum amount shall be adjusted annually beginning January 1, 2006, pursuant to the Consumer Price Index for All Urban Consumers for the U.S. City Average for All Items, 1982-84=100 ("CPI-U") as published by the Department of Labor, Washington, D.C., for the preceding month of July (or, if not available then by such other reasonable index selected by the Board). Additionally, nothing in this Petition for Levy of Special Assessments shall prevent the Board from assessing each Unit with the entire Loan Assessment, as that term is defined and used in the Petition to establish the District, in the first year of the District's existence and making the Loan Assessment payable by each Unit owner in twenty five substantially equal, annual installments.

5. Expiration. Such authorization to levy the Special Assessments shall expire on December 31, 2034.

6. Benefited Tracts. The tracts of land located in the District which will receive special benefit from the Eligible Services are:

TRACT I:

Lot 1, EASTERN HILLS, a subdivision partially in the City of Harrisonville, Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 70, said Lot 1 being wholly within the City of Harrisonville.

TRACT II:

Part of Lot 2, EASTERN HILLS, a subdivision of land in Section 2, Township 44, Range 31, partially in the City of Harrisonville, Cass County, Missouri, as previously platted and recorded, described as follows: From the Southeast corner of said Lot 2, run thence South 89 degrees 56 minutes 20 seconds West along the South line of said Lot 2, 395.47 feet to the true Point of Beginning of the tract to be described; thence continuing South 89 degrees 56 minutes 20 seconds West along said South line, 891.28 feet to the Southwest corner of said Lot 2; thence North 0 degrees 28 minutes 41 seconds East along the West line of said Lot 2, 330.44 feet to the Northwest corner of said Lot; thence North 89 degrees 56 minutes 17 seconds East along the North line of said Lot 2, 892.06 feet; thence South 0 degrees 36 minutes 53 seconds West parallel with the East line of said Lot 2, 330.46 feet to the True Point of Beginning, said described tract being wholly within the City of Harrisonville.

TRACT III:

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**Signature Page for Petition to Establish the
Eastern Hills Community Improvement District**

I request that the Board of Alderman of the City of Harrisonville, Missouri establish the Eastern Hills Community Improvement District according to the preceding Petition and authorize the District to levy the special assessment set out in the Petition to Levy Special Assessments annexed as an integral part of this Petition as Exhibit D.

Name of Owner: Eastern Hills Development, Inc.
Owner's Telephone Number: (816) 380-6575
Owner's Mailing Address: 801 Westchester Avenue
Harrisonville, Missouri 64701

If signer is different from owner:

Name of Signer: Patrick Flanner
State basis of legal authority to sign: President, Eastern Hills Development, Inc.
Signer's Telephone Number: (816) 380-6575
Signer's Mailing Address: 801 Westchester Avenue
Harrisonville, Missouri 64701

If the owner is an individual, state if the owner is single or married: Not Applicable

If the owner is not an individual, state what type of entity: Missouri Corporation

The map and parcel numbers and assessed value of the property owned:

Map Number: 13-11

Parcel Number: 13-11-02-000-000-008.000

Assessed Value: \$3,640.00

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

State of Missouri)
County of Jackson) ss:

Before me personally appeared PATRICK FLANNER, to me personally known to be the individual described in and who executed the preceding Petition.

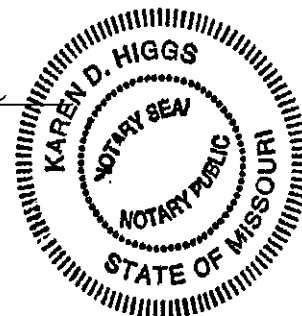
Witness my hand and official seal this 5TH day of NOVEMBER 2004.

KAREN D. HIGGS
Notary Public-State of Missouri
Commissioned in Cass County
My Commission Expires June 30, 2005

Notary Public

My Commission Expires: _____

EASTERN HILLS COMMUNITY IMPROVEMENT DISTRICT



Attachment: Villas of Eastern Hills- CID Document 11-2004 (1815 : Alleys at the Villas of Eastern Hills)

**Signature Page for Petition to Establish the
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State basis of legal authority to sign: President, Eastern Hills Development, Inc.
Signer's Telephone Number: (816) 380-6575
Signer's Mailing Address: 801 Westchester Avenue
Harrisonville, Missouri 64701

If the owner is an individual, state if the owner is single or married: Not Applicable

If the owner is not an individual, state what type of entity: Missouri Corporation

The map and parcel numbers and assessed value of the property owned:

Map Number: 13-11

Parcel Number: 13-11-02-000-000-007.000

Assessed Value: \$3,680.00

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.


Signature

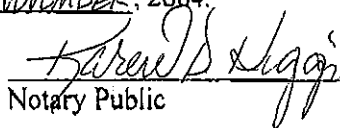
11-5-04
Date

State of Missouri)
County of ~~Jackson~~) ss:
Cass

Before me personally appeared PATRICK FLANNER, to me personally known to be the individual described in and who executed the preceding Petition.

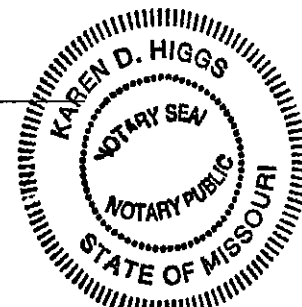
Witness my hand and official seal this 8TH day of NOVEMBER, 2004.

KAREN D. HIGGS
Notary Public-State of Missouri
Commissioned in Cass County
My Commission Expires June 30, 2005


Notary Public

My Commission Expires: _____

EASTERN HILLS COMMUNITY IMPROVEMENT DISTRICT



**Signature Page for Petition to Establish the
Eastern Hills Community Improvement District**

I request that the Board of Alderman of the City of Harrisonville, Missouri establish the Eastern Hills Community Improvement District according to the preceding Petition and authorize the District to levy the special assessment set out in the Petition to Levy Special Assessments annexed as an integral part of this Petition as Exhibit D.

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If the owner is an individual, state if the owner is single or married: Not Applicable

If the owner is not an individual, state what type of entity: Missouri Corporation

The map and parcel numbers and assessed value of the property owned:

Map Number: 13-11

Parcel Number: 13-11-02-000-000-009.001

Assessed Value: \$3,810.00

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

State of Missouri)
 County of Jackson) ss:
 Cass

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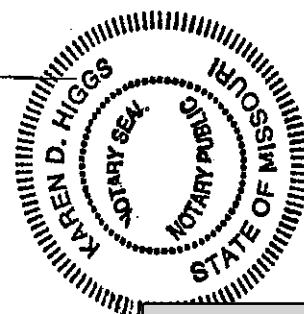
Witness my hand and official seal this 5TH day of NOVEMBER, 2004.

KAREN D. HIGGS
 Notary Public-State of Missouri
 Commissioned in Cass County
 My Commission Expires June 30, 2005

Notary Public

My Commission Expires: _____

EASTERN HILLS COMMUNITY IMPROVEMENT DISTRICT



FILE NUMBER 315294
 OR BK 02542 PG 0595
 RECORDED 12/29/2004 03:15:26 PM
 RECORDING FEE 56.00
 SANDRA A (SANDY) GREGORY, RECORDER OF
 CASS COUNTY, MISSOURI

N D



EASTERN HILLS DEVELOPMENT, INC.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND CREATION OF HOMEOWNERS ASSOCIATION

THIS DECLARATION, is made and entered into this 12th day of December, 2004, by EASTERN HILLS DEVELOPMENT, INC., herein referred to as "Developer", and relates to the following land in Harrisonville, Cass County, Missouri, to-wit:

WHEREAS, Developer is the present owner of the above described land as shown on the Plat of Eastern Hills filed for record on _____, 2004, in the office of the Recorder of Deeds for Cass County, Missouri, and recorded in Plat Book _____ at Page _____; and Lots 1, 4, 5, 6, 7, 8 and 9 for multi-family housing, and Lot 2 for commercial use; and

WHEREAS, Developer is now developing said Eastern Hills for residential purposes and it is its desire to create and maintain an outstanding and prestigious residential area and to enhance and protect the value and attractiveness of said area, possessing features of more than ordinary value; and

WHEREAS, Developer will be selling fee simple title to Lots 1 through 90 of Eastern Hills improved by the construction thereon of one-family dwellings as those terms used in the Zoning Ordinance of Harrisonville, Missouri; and

WHEREAS, Developer desires to place restrictions and to make provisions for certain easements on said Lots for the use and benefit of its present owners and all future owners and grantees;

NOW, THEREFORE, in consideration of the premises and to provide the means necessary to achieve such purposes, Developer, for itself and its successors and assigns, and for the Association and all present and future Owners and grantees of Eastern Hills at any time,

Attachment: Villas of Eastern Hills- Covenants 12-29-04 (1815 : Alleys at the Villas of Eastern Hills)

by this Declaration shall be deemed to be covenants appurtenant, running with the land and at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Project, and their respective heirs, successors, personal representatives or assigns.

Section 2.2. RESTRICTIONS LEGALLY BINDING. It is agreed and covenanted by the Owner of Eastern Hills, its successors and assigns, and each of them, and all parties claiming by, through or under it, agree and covenant to comply with and observe said restrictions as to the use of said Units and the construction of the improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of or title to said Units; and the Owner or Owners of any of the above Units shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions set forth in addition to ordinary legal action, and failure by the Owner or Owners of any other Unit or Units in such Plat of Eastern Hills or additions thereto to enforce any of the restrictions set forth herein shall in no event be deemed to be a waiver of the right to do so thereafter.

Section 3.1 EASEMENTS CREATED. Lots 1 through 90, inclusive, are hereby declared to be dominant estates and the easements hereby created appurtenant to and for the benefit of said Lots, Units and Owners.

Section 3.2. ASSOCIATION RIGHT OF INGRESS AND EGRESS. The employees and agents of the Association shall have the right of ingress and egress over and upon the exterior of any Units including yards, driveways, sidewalks and any other exterior portions of said Lots, for any and all purposes connected with the administration, repair, replacement, maintenance, construction, reconstruction, improvements, added planting, replanting, landscaping, window washing, snow removal and any other duties and powers of the Association under this Declaration. This right shall be exercised in a reasonable manner.

Section 3.3. UTILITIES. For the purpose of supplying utilities and various services to the Units, the Association shall have and is hereby granted easements to locate, construct, maintain and use, or authorize the location, construction, maintenance and use to such portions of said Units as it may designate for drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television conduits and lines, community television

antenna lines, fire warning and security systems and other utility lines and conduits for any and all purposes.

Section 3.4. ADDITIONAL EASEMENTS. The following additional easements are also created, established and reserved over, under and across all Lots located on other buildings:

A. For the purpose of draining snow and rainwater from the roof of any building or any Lot, through gutters, downspouts and drains located on other buildings.

B. For the purpose of ground surface drainage by swales and/or indentations on the surface on any Lot.

C. For the purpose of installing, cultivating and maintaining thereon plantings, gardens and other landscape treatment and features, together with right of ingress thereto and egress therefrom.

ARTICLE IV

COVENANTS AND RESTRICTIONS AS TO USE AND MAINTENANCE OF UNITS AND COMMON AREAS

Section 4.1. ZONING ORDINANCE OF HARRISONVILLE, MISSOURI.

A. The Association's Board of Directors, acting in accordance with the By-laws of the Association, shall contract for the maintenance of the exterior portions of the Units pursuant to the maintenance provision, attached hereto as Exhibit A, and shall establish rules and regulations governing such maintenance as it may deem advisable from time to time.

B. No Owner of a Unit is allowed at any time to subdivide said Unit; however, such restriction does not preclude the owner of any Unit to lease such Unit, provided such tenants shall be fifty-five (55) years of age or older and adhere to and be bound by the rules and regulations adopted by the Association as provided in Section VI herein. Developer and/or the Association reserves the right to correct or repair any deficiencies to the exterior of any Unit which impairs the safety of the inhabitants of any of the Units. The cost of such repair shall be borne by the Owner.

C. In the even there is any conflict with the Covenants, Conditions and Restrictions of this Development and laws and

ordinances of the City of Harrisonville, the City of Harrisonville's laws and ordinances will take precedence.

Section 4.2. ADDITIONS, ALTERATIONS AND MODIFICATIONS.

A. No addition, alteration or modification to the exterior or the premises may be made which is permanent in nature, without the approval of the majority of the Board of Directors of the Association.

B. Changes, which are temporary in nature, may be made to the exterior of any Unit by the Owner (e.g., exterior paint) only after submitting such proposed change to the Board of Directors of the Association and the majority of the Board approves such change.

Section 4.3. PARKING OF LARGE VEHICLES, ANIMALS. Motor homes, recreational vehicles (RVs), buses or trucks of more than three-quarter (3/4) ton size shall not be parked or kept on the premises or in any driveways except when such parking is required during short periods of time, not exceeding forty-eight (48) hours, for loading and unloading such vehicles. No animals, except household pets, shall be kept on the premises.

ARTICLE V

PUBLIC NOT ENTITLED TO BENEFITS

Section 5.1. PUBLIC NOT ENTITLED TO BENEFITS. No member of the general public shall be entitled to any of the benefits, improvements or services provided by the Association by the terms of this Declaration. Furthermore, nothing in this Declaration shall be construed as dedicating any land for any purpose including, but not limited to, any private streets and other ways and means of access to, egress to or egress from Eastern Hills to the public, except those specifically so dedicated of record.

ARTICLE VI

HOMEOWNERS ASSOCIATION AND MEMBERSHIP IN ASSOCIATION

Section 6.1. MANDATORY MEMBERSHIP. The Owners of all of Lots 1 through 90, inclusive of Eastern Hills as shown in the recorded Plat thereof, together with the Owners of any other land which may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be

Members of an Association which is hereby created and established to be known as the EASTERN HILLS HOMEOWNERS ASSOCIATION, INC. Membership in the Association shall be mandatory for the Owner or Owners of each of the aforesaid Lots and no Owner shall be permitted or allowed to disclaim said membership and the duties, obligations and benefits thereof nor withdraw from the Association for any reason. The Association shall be incorporated under the laws of the State of Missouri as a corporation not organized for profit. The Association shall be the sole judge of the qualifications of its Members and of their rights to participate in the vote at its meeting and proceedings in accordance with its Articles of Incorporation and By-laws.

ARTICLE VII

POWERS OF THE ASSOCIATION

Section 7.1. POWERS. The Association shall have the following powers:

A. To maintain, repair and replace the exterior of all buildings including, but not limited to, all structural parts, roofing, guttering, eaves and any other items not in the interior of a Unit, when a Unit Owner has failed or neglected to perform or provide such maintenance and repairs.

B. To maintain and repair the lawn, drive and sidewalk areas and to replace items therein when necessary, all of which includes, but not limited to, grass areas, flower gardens, shrubs, trees, plants, curbs, retaining walls, walkways, drainage and lighting facilities, striping of parking areas and removal of snow/ice.

C. To contract with and employ a reputable contractor authorized to do business in the greater Kansas City area for a term not to exceed three (3) years, to restore, reconstruct, replace or repair any Unit or Building which has been completely or partially damaged or destroyed by fire or any other hazard of occurrence and to pay for such work from the insurance proceeds and to collect any excess of the costs of any such work over the said insurance proceeds set forth in Article IX hereof.

D. To do such other matters as may from time to time be necessary to maintain the quality and appearance of the exterior portions of the Buildings and yard areas.

E. To contract with and employ a management company for a term not exceeding three (3) years to carry out in whole or in

part the duties of the Association as set forth herein. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days written notice.

F. To establish and publish such rules and regulations from time to time which it deems necessary for the enjoyment and protection of the Owners' Units, and to amend said rules and regulations as it deems necessary.

G. To perform, install and maintain any and all other functions, measures and items deemed necessary by the Association for the convenience, benefit and enjoyment of the Owners, and to fix, levy and collect a Common Areas cost or otherwise any assessment necessary to pay the cost of any of the foregoing.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Developer, for each Lot or Unit owned within the Project hereby covenants, and each Owner of any Unit, by acceptance of a Deed therefore, whether or not it shall be so expressed in any Deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual and special assessments or charges; and (2) Special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, cost and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 8.2. ANNUAL ASSESSMENT.

A. PURPOSE. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety, welfare and enjoyment of the residents in the Project, and in particular, for the improvement and maintenance of the Project, and of the Unit's pro rata share of all maintenance costs, insurance premiums, management agency fees, and any other costs and fees necessary to keep the Project in compliance with this Declaration, the By-laws or the Articles of Incorporation of the Association.

B. **DATE AND MANNER OF PAYMENT.** The Board of Directors of the Association shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessments may be payable in monthly installments, on such dates as the Board of Directors may from time to time determine.

Section 8.3 SPECIAL ASSESSMENTS. In the event it becomes necessary for the Association to maintain, repair or replace the exterior of any Unit under provisions of Section 7.1 hereof, the cost of repairing, replacing and painting particular Units or Buildings after such work has been completed shall be billed as a special assessment to the Owner of the Unit in the particular Unit or Building. In the event work on more than one Unit is necessary for such reasons, the cost of such work shall be billed in the proportion that the enclosed floor areas of the Units or Buildings upon which the work was performed represents. The amount specified in the billing shall be paid within ten (10) days of such billing. When any such work is the result of loss or damage that is insured, insurance proceeds shall be utilized and exhausted to pay the cost of such work before such assessment is made for any excess cost not covered by insurance.

Section 8.4. EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at the percentage rate to be set by the Board for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose a lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of his Unit.

Section 8.5. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages. Sale or transfer of any Unit shall not affect the assessment or validity of a lien. However, the sale or transfer of any Unit which is mortgaged or any proceedings in lieu of foreclosure thereof, shall not extinguish the lien of such assessments which become due prior to such sale or transfer. After satisfaction of such mortgage loan balance, interest and foreclosure costs, the unpaid assessments shall be paid from any surplus from such sale or transfer. No transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8.6. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (1) All Properties to the extent of any easement or interest therein dedicated and accepted by the local public authority and devoted to public use; (2) All properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemptions; and (3) Vacant Lots. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE IX INSURANCE

Section 9.1. INSURANCE REQUIREMENTS. Each homeowner is required to maintain the proper amount of insurance for the replacement value of the home and Lot, including the destruction of any existing and unusable structure.

ARTICLE X ARBITRATION OF DISPUTES

Section 10.1. ARBITRATION. In the event any difference or dispute arises between one or more Unit's Owners and one or more other Unit's Owners, and cannot be peaceably and satisfactorily resolved among said Owners, concerning any activity, use or conduct by one or more Unit Owners of or with respect to the property subject to this Declaration, such difference or dispute shall be submitted to the Secretary of the Board of Directors of the Association for arbitration by an individual selected by the Board of Directors of the Association acting by majority vote at the meeting upon such notice and at which such a quorum is present as are provided in the By-laws of the Association. The Board of Directors shall maintain a list of at least three (3) independent persons, not Owners or Tenants, who have agreed to be arbitrators upon reasonable advance notice and for reasonable compensation for their time in serving. The matter shall be referred to the arbitrator so selected within five (5) days after submission to the Secretary of the Board. The arbitrator, at his or her earliest convenience, shall meet with the parties to the difference or dispute, shall hear all statements and arguments by such parties, review any pertinent documents and proceed to render a decision on the matter within ten (10) days after meeting with the parties. The arbitrator's decision shall be delivered or mailed to the Secretary of the Board of Directors of the Association in the form of a letter and shall state clearly the resolution of the matter. Said decision shall be final and binding on the parties with respect to this difference or dispute.

The compensation of the arbitrator shall be paid by the Association as a part of the costs and expenses of the Association to be paid out of the assessment funds from Members. The Board of Directors shall have sole discretion with respect to referral of a difference or dispute to an arbitrator and compensation to be paid to any arbitrator for services.

ARTICLE XI
MORTGAGEE'S RIGHT AND PROTECTIONS

Section 11.1. MORTGAGEE'S RIGHT AND PROTECTIONS. Anything in this Declaration to the contrary, notwithstanding each holder of a first mortgage secured by a Unit (a "Mortgagee"), shall have the following rights and protections.

A. No amendment to this Declaration which changes the ratio of assessments against Owners, or which changes the method of determining the obligations, assessments, dues or other charges which may be levied against Owners, shall become effective without the consent of all Mortgagees.

B. Upon the specific written request of a Mortgagee to the Board, the Mortgagee shall receive some or all of the following:

(1) Copies of budget, notices of assessment or any other notices or statements provided under this Declaration by the Association to the Owner of a Unit covered by Mortgagee's mortgage;

(2) Any audited or unaudited financial statements of Association which are prepared by the Association for distributed to the owners;

(3) Copies of Notices of meetings to the Owners;

(4) Notice of the decision of the Owners to release any part or all of the premises from any requirement herein;

(5) Notice of a decision of the Association which makes any material amendment to this Declaration, the By-laws or Articles of Incorporation of the Association;

(6) Notice of the decision of the Association to terminate professional management and assume self-management;

(7) Notice of any default in the performance by the Owner of any obligation contained herein which is not cured within sixty (60) days.

Failure of the Association to provide any of the foregoing to a Mortgagee who has properly requested same shall not affect the validity of any action which is related to any of the foregoing.

C. In the event of (1) any insurance proceeds are received as a result of substantial damage to, or destruction any part of the Project, or (2) any distribution of the proceeds of any insurance or settlement as a result of condemnation or imminent domain proceedings, with respect to any part of the project, any such distribution shall be paid to their Owners and their respective Mortgagee as their respective interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Unit with respect to any such distribution or with respect to such Unit. Nothing in this paragraph shall be construed to deny the Association the right to apply insurance proceeds to repair or replace such damaged property.

D. The Association shall not, without the prior approval of all Mortgagees, by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Units, the exterior maintenance of the Units, the maintenance of the common property walks or common fences and driveways, or the upkeep of lawns and plantings in the Project.

ARTICLE XII

MISCELLANEOUS PROVISION

Section 12.1. **ENFORCEMENT.** The Association, its successors and assigns, and also the Owner or Owners of any of the Property hereby restricted, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the provisions set forth above, in addition to any ordinary legal action for damages, and failure of the Association, its successors and assigns, or any Owner or Owners of the Property in Eastern Hills to enforce any of the provisions set forth herein at the time of its violation shall, in no event, constitute a waiver of the right to do so thereafter.

Section 12.2. CAPTIONS. The captions used herein are used for convenience of reference only and shall not be deemed to define or limit the intention of the provisions hereof.

Section 12.3. SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any one provision shall not affect the validity or enforceability of any other provision thereof.

Section 12.4. AMENDMENTS. The covenants, restriction and provisions of this instrument shall remain in full force and effect from the date hereof until the 12th day of December, 2034, or until such covenants, restrictions and provisions are amended, modified, changed or cancelled, in whole or in part, by written agreement signed by all the Owners of Eastern Hills Development, Inc. These covenants, restrictions and provisions shall automatically renew and remain in effect, as amended, modified or changed at the time, unless the Secretary of the Association shall file a notice of expiration of the Declaration with the Recorder of Deeds of Cass County, Missouri, on or before the 12th day of December, 2034. Such covenants, restrictions and provisions, if so automatically renewed, shall continue in full force and effect until December 12, 2034, or until cancelled, amended or modified by written agreement signed by all of the Owners of the Units then subject to this Declaration, whichever shall occur first.

ARTICLE XIII

ARCHITECTURAL REVIEW COMMITTEE. There shall be an Architectural Review Committee created to oversee construction and development within the subdivision. The committee shall consist of the owners of the Eastern Hills Development Corporation and their successors. Any construction within the development shall be subject to review and approval of the Architectural Review Committee. Any person who wishes to build within the development shall first provide a set of construction blueprints sealed by a licensed professional architect at least thirty (30) days prior to commencement of construction. The Committee then shall give its approval in writing prior to any commencement of construction. No deviation or changes from the approved plans shall be made without the prior written approval of the Architectural Review committee. Information to be provided by the builder shall include exterior finishes and paint colors which shall meet the standards and approval of the Architectural Review Committee at their sole discretion. These minimum standards shall include, but are not limited to: all roofing shall be warranted thirty (30) years minimum, dimensional shingles; all foundation elevations shall be no less than twenty-four (24) inches and no more than thirty-six (36)

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 12th day of December, 2004.

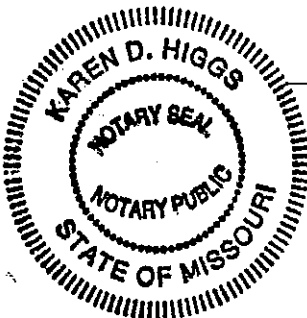
By Patrick O. Flanner, President

STATE OF MISSOURI)) ss.
COUNTY OF CASS)

On this 12th day of December, 2004, before me, KAREN D. HIGGS, appeared PATRICK O. FLANNER, to me personally known, who being by me duly sworn, did say that he is the President of EASTERN HILLS DEVELOPMENT, INC., a Missouri Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said PATRICK O. FLANNER acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Harrisonville, Missouri, this 12th day of December, 2004.

My commission expires: **KAREN D. HIGGS**
Notary Public-State of Missouri
Commissioned in Cass County
My Commission Expires June 30, 2005



Notary Public

EXHIBIT A

BY-LAWS
OF
EASTERN HILLS HOMES ASSOCIATION, INC.

ARTICLE I
NAME

The name of the Corporation shall be Eastern Hills Homes Association, Inc. (the "Association").

ARTICLE II
PURPOSE

The purposes of this Association are:

1. To maintain all properties now in existence or that may hereinafter be established and constructed on the following described lands: Lots 1 through 90 of Eastern Hills, a subdivision in the City of Harrisonville, Cass County, Missouri, according to the recorded Plat thereof, and for the property owners in any other area or areas which may hereafter be brought within the jurisdiction of the Association as provided in the Declaration (hereinafter defined).

2. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Articles of Incorporation and these By-laws, as amended from time to time, and in that certain Eastern Hills Homes Association Declaration, dated as of December 12, 2004, (hereinafter referred to as the "Declaration"), and recorded in the Office of the Recorder of Deeds, Cass County, Missouri, as amended and supplemented from time to time.

3. Fix, levy, collect and enforce, by any lawful means, payment of all charges and assessments made pursuant to the terms of the Declaration or By-laws of the Association.

4. Pay all expenses in connection therewith and all other expenses incidental to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges and insurance.

5. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, maintain, convey, sell, lease or dispose of real or personal property in connection with the affairs of the Association.

6. Borrow money and mortgage, pledge, encumber or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

7. Have and exercise any and all powers, rights and privileges which a corporation organized not-for-profit under the laws of the State of Missouri may now or hereafter have or exercise.

8. Provided, however, that none of the powers, rights or privileges of the Association shall be exercised to carry on activities (otherwise than as an insubstantial part of its activities) which are not found in furtherance of the purpose for which the Association is formed.

ARTICLE III MANAGEMENT

Management of this Corporation shall be vested in a Board of Directors who shall manage this Corporation, not-for-profit, under the laws of the State of Missouri specifically including, but not being limited to, the right to hire and/or contract for any and all labor, clerical and professional help necessary to maintain the aforesaid lands and keep the records of the Association.

ARTICLE IV MEMBERS

The Members of this Association shall be any and all of the Owners of Lots herein above described in Article II, and their successors in title, in and to said Lots and whoever shall thereafter abide and qualify by the rules and regulations of said Association.

ARTICLE V MEMBERSHIP MEETINGS

The annual meetings of the Members of this Corporation for the purpose of electing Directors and such other business as may properly come before the Members shall be held on the first Saturday in December at a place the Directors may herein select, provided the Members are given seven (7) days notice of the meetings' time and place. Said meeting shall be held at the hour of 1:00 p.m. (one o'clock p.m.), or such other time as may be established by the Board of Directors. The Members attending the meeting shall constitute a quorum and a majority vote shall be required to decide any issue.

Special meetings of the Members shall be held on written notice at any time by call of the Board of Directors.

ARTICLE VI BOARD OF DIRECTORS

The number of Directors shall be five (5). Each Director shall be an Owner of a Lot within the lands described in Article II and be a Member in good standing of Eastern Hills Homes Association, and one (1) Director shall consist of an Owner of Eastern Hills Development, Inc. Each Director shall be elected to serve for the term of one (1) year, or until their successor shall be elected, and shall qualify, except for the Director from Eastern Hills Development, Inc., who shall serve until the construction of Eastern Hills Lots 1 through 90 has been completed, at which time the directorship shall be elected from the Owners of Lots within the lands described in Article II.

ARTICLE VII MEETING OF DIRECTORS

The annual meeting of the Directors shall be held immediately following the annual meeting of the Members and the notice of the annual meeting of Members will be sufficient notice for this meeting. The Directors shall, at their annual meeting, elect from their number a president, vice-president, secretary and treasurer. Said officers shall hold their respective offices until the next annual meeting, or until their successors are duly qualified. A special meeting of the Directors shall be called upon the written notice of any two (2) Directors upon giving seven (7) days written notice to the Directors and a quorum for such meeting shall be three (3) or more Members of the Board of Directors.

ARTICLE XI ASSESSMENTS

In order to provide for the funding of the Association there shall be an annual assessment and any special assessment to be determined by the Board of Directors. When any Member shall be in default in payment of assessments for a period of thirty (30) days, then that Member shall not be considered a Member in good standing and shall be dropped from the membership and shall not be reinstated until such time as that Member has paid their assessment in full and until paid in full they have no rights of any kind arising out of membership in the Association. In addition to the foregoing, if any Member shall

fail to pay their assessments as the same become due, on the failure of payment of the assessments after thirty (30) days written notice of such delinquency given by the Association to such Member, the amount of the assessment shall become a lien on such Member's Lot in the subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions for foreclosure and enforcement of liens; Or, in the event the Association shall not record a lien, it shall have the right to commence a personal action against such Member for collection of the assessment in any court of competent jurisdiction, and the Member shall be obligated to pay all attorney's fees and costs in collecting such assessment. The Board of Directors shall be responsible for setting up a fiscal year and reporting the assessments and disbursements to Members of the Association at the annual meeting herein set forth.

ARTICLE X WAIVER OF NOTICE

Whenever any notice is required to be given by these By-laws, the Articles of Incorporation of the Corporation, the Eastern Hills Homes Association Declaration or the corporation laws of the State of Missouri, a written waiver thereof signed by the person or persons entitled thereto, whether before or after the time stated therein, shall satisfy such requirement of notice.

ARTICLE XI AMENDMENTS

The By-laws of the Corporation may be amended or repealed and/or new By-laws may be adopted by a vote of a majority of the Board of Directors of the Corporation.

ARTICLE XII QUALIFICATIONS OF DIRECTORS

Each Director at the time of their election and during the entire term of office shall live within the lands described in Article II herein. Notwithstanding any other provision contained herein, Members of the Board of Directors who are Members of Eastern Hills Development, Inc., will not be required to live within the lands described in Article II herein.

ARTICLE XIII
SALE OF LOTS BY DEVELOPERS

EASTERN HILLS DEVELOPMENT, INC., the Developer, covenants and agrees that as a condition precedent of its sale of any Lot within the lands described in Article II herein, that the purchaser of said Lot shall join and become a Member of Eastern Hills Home Association and shall be subject to the By-laws of the Association, EASTERN HILLS ASSOCIATION, INC. Notwithstanding the above, any purchaser of a vacant Lot who is a builder or developer for resale, shall not be required to become a Member of said Association.

Attachment: Villas of Eastern Hills- Covenants 12-29-04 (1815 : Alleys at the Villas of Eastern Hills)



M E M O R A N D U M

TO: Mayor Woods and the Board of Alderman
 FROM: Rodney Jacobs
 DATE: March 27, 2015
 SUBJECT: Condition of public alleys located in Eastern Hills

In preparation for the discussion of snow removal and maintenance responsibility of the public alleys in Eastern Hills at the public works committee, I have been asked to evaluate their condition and anticipated maintenance over the next five years.

The subdivision in general is in good condition. The alleys named Alley 1 and Alley 2 are in good condition or better but need crack sealing. There is some minor settling of pavement with expansion cracking, but not excessive. The curbs have minor settling but are in good condition at present.

Anticipated maintenance for Alley 1 and 2 over the next five years would be:

2015 Crack Sealing (materials only).....	\$1,350
2016 Fog Sealing (material only).....	\$600
2019 Micro Surfacing (contracted).....	<u>\$11,615</u>
Total Estimated Cost	\$13,565



STAFF REPORT

TO: Public Works Committee
FROM: Jerry Gibbs, Director
DATE: March 27, 2015
SUBJECT: PUBLIC WORKS UPDATE APRIL 2015

Type of Item: Report**WATER SYSTEMS**

- ☐ **KC Water Transmission Main:**
 - Lees Summit Public Works Committee approved on 3-31
 - Action item Lees Summit City Council April 2
- ☐ **Water Treatment Plant Upgrades**
 - Plans for filter replacement waiting on SRF Category Exclusion determination
 - FONSI required for water plant upgrades
 - Draft "Intended Use Plan" for SRF inclusion expected by May 1

Filter rehab project pending SRF approval, public hearing and contract approval

SANITARY SEWERS

- ☐ **CCTV - GPS of Manholes** is almost complete & re-televising complete - RedZone is about 90% complete with CCTV of the rest of the City.
- ☐ Preparing for Redzone to complete sewer evaluation

STORMWATER

- ☐ **Morningview Storm Drainage Improvement Project:** Four easements acquisitions are required before the project can be bid.
- ☐ **Chateau -** Public meeting to review design held 3-19. Modifying design to accommodate comments. One property owner less satisfied with storm pipe crossing their property.

GENERAL/TRANSPORTATION

- ☐ **Power and Water Building -** Chris Wendelbo has provided a summary of his comments for future Public Works Committee members to be able to review. Work plan being developed to remove water.
- ☐ **Mechanic Street-**
 - Bid date September 2015. Only two easements remain. One way traffic eastbound during construction
- ☐ **291Partners in Progress-**
 - Completion by contract October 15, 2015
 - SB off ramp on schedule to open prior to May 5th deadline
 - Beginning permanent paving on Millwalk side of Cantrell Road by 1st week in April
- ☐ **North Independence Bridge -**

- Waiting final paper work
- ☐ **2014 Sidewalk Program:**
 - 75% done
- ☐ **Fats Oil and Grease Program (FOG) :** Robert Edward and Steve Woodring are developing a FOG program to start identifying accountability for the growing grease buildup in the collection system and the WWTP.

A. Discussion Item (ID # 1802)

PUBLIC WORKS UPDATE APRIL 2015

Attachments:

Memo - Wendelbo PWC Meeting (v 5) (PDF)

collaborative + legal + solutions

City of Harrisonville Meeting – After Meeting Notes

The following is part of an initial outline I prepared for the meeting on 5 March 2015 with a subcommittee of the City Council. The topics below were covered in the discussion or as answers to questions. Some were covered in more detail than others. There are numerous distinct and complex legal topics that were touched upon, and a large amount of information provided. I am concerned that there is room for confusion or misinterpretation in some of it due to the amount and overlapping environmental needs. Indeed, we have two distinct environmental scenarios at play (immediate unwanted material management and disposal vs. environmental testing and possible remediation associated with demolition of the premises or reuse). There is a threat that the members attending did not discern that each scenario prompts differing actions and differing threats / risk due to the time constraints and the sheer volume of data. It is appropriate to clarify any areas of confusion or concern among the decision makers should they need it. I am, of course, available to address any questions or concerns.

Following this summary of topics covered, I have summarized some areas that I want to clarify.

I. Overview of Choice and a Cost / Risk Assessment

We discussed the distinction between the two distinct environmental efforts at the site, including: (1) immediate unwanted material management and disposal; and (2) long term environmental investigation and remediation. I am still concerned that the steps needed for each these two distinct actions might have been confused. While EAE, Inc. has the immediate waste management and disposal under hand and that was discussed, the members might extend that rationale to the distinct environmental investigation and remediation.

II. Areas Discussed

Environmental Statutes Implicated

We discussed the fact that this is a complex site with historic uses that are often associated with the presence of residual wastes and that numerous environmental statutes that could be implicated and these were discussed briefly in response to several council members questions. A list of the environmental statutes is included in Exhibit A.

Attachment: Memo - Wendelbo PWC Meeting (v 5) (1802 : PUBLIC WORKS UPDATE APRIL 2015)

Further Characterization Required For Immediate Unwanted Material Management and Disposal Activities.

The following immediate unwanted material management and disposal activities were discussed:

1. Underground Storage Tank removal activity;
2. Debris and Waste characterization, management and disposal
3. Dewatering of the concrete pits – characterization of contents and proper disposal

These were characterized in response to questions as “manageable” or “not being serious environmental issues” with proposed remedial efforts planned. EAE, Inc. has these actions staged well.

Reuse Decision / Investigation / Remediation

As stated earlier, we also discussed the environmental issues that would require investigation and possibly remediation to demolish or reuse the buildings. These included:

1. Abatement of any Asbestos Containing Material (ACM) in water plant prior to demolition or reuse.
2. Possible abatement of Lead-based Paint throughout the water plant building prior to reuse.
3. Additional testing as may be required to match reuse. We discussed that the risks running to the City increase with any additional testing and with reuse other than demolition.
4. Additional characterization might be required depending upon what is discovered to avoid enforcement actions.
5. That MDNR informed the City that no soil testing for Underground Storage Tank removal was required unless the property was transferred out of City ownership.

Due Diligence Required Prior To Lease or Purchase of Building and Ramifications

We discussed and there were several questions related to a subsequent reuse of the building by lease or transfer (sell or give away) rather than demolition/park retain and reuse by the city. This included:

1. CERCLA safe harbor for innocent purchaser / owner defenses by conducting a detailed Phase I & II environmental investigation, and why any future leasee or owner would need to conduct this investigation.
2. What sort of protection that a leasee or owner might expect from doing an environmental investigation.

3. The steps to get a valid defense to a claim of environmental responsibility for a future leasee or owner, including:

- a. Phase I record examination
- b. The Scope of testing required
- c. Phase II on-site environmental investigation
 - i. Permission to test and drill
 - ii. Investigation MIGHT discover something you don't want. This is due to the historical uses of the site and

neighboring properties that include many high risk facilities and processes with the potential for releases of chemicals and petroleum products into the soils and groundwater from past disposal operations, processes, leaks, spills, etc. If releases occurred, they would have the potential to migrate to below the site. If this occurred and contamination is identified at the site above regulatory thresholds in the future, regulatory agencies could mandate remediation of the contamination. This potential risk is in addition to the unwanted debris and waste materials that are currently deposited in the pits and basement areas of the site.

We discussed the fact that a Phase II on-site investigation would almost certainly be performed to protect the leasee or purchaser if they were knowledgeable business parties or if they involved a banker and or attorney for the transaction. I also explained that a Phase II would probably include disturbances of the soil with borings and subsurface soil and groundwater sampling. We discussed the dangers associated with Phase II investigations and that if something was discovered, the City would be in the chain of liability for the costs associated with remediation of identified subsurface contamination. It is noted that even if the first buyer does not conduct phase II investigations, a subsequent buyer may require phase II investigations later and the city would not have any control over whether such investigations would be allowed at that time. As with all such phase II investigations in the future, there is a potential for discovery of additional contamination the discovery that could trigger an expensive cleanup action and /or long term contamination monitoring.

The bottom line is that if you sell, give away or lease the property, the city will lose control of management of risks related to the future discovery of potential subsurface contamination during a future phase II investigation. Such an investigation could trigger an expensive remediation effort (of unknown magnitude) with financial liability potentially flowing to the city. This risk relates to potential subsurface soil and groundwater contamination that has not been identified to date in the removal of the unwanted materials from the site.

Liability for Costs Associated with Environmental Contamination / Cleanup

Several of the questions and the discussion touched on the fact that the City of Harrisonville could be responsible for costs associated with discovered contamination, including:

1. The City could be responsible for costs of State and/or Federal Government for cleanup;
2. The City could be responsible for the cleanup costs incurred by third parties; and
3. The City could be required to clean up any environmental contamination if discovered in a pre-sale or pre-lease investigation.

Joint & Several Liability with all other owners / contributors (past & future) If Further Testing by a future buyer or Leasee Discovers Hazardous Substance

The following topics were covered or discussed:

1. City is in ownership chain – in CERCLA chain of liability FOREVER.
2. Transfers of liability / indemnity might be effective against third parties but not MDNR or U.S. EPA. For example, even if an entity (future buyer or gift recipient or lease) might assume responsibility for liability or environmental remediation, the EPA could force the City, nevertheless, to participate in or conduct the cleanup and pay the costs. The City of Harrisonville would then be forced to go against the other party in court.
3. No *caveat emptor* “Buyer Beware” defense to City for environmental matters in Missouri. The City must disclose everything to a leasee or buyer if it leases or sells the property.
4. Probably no “as-is where-is” defense for environmental matters at site. City must disclose everything if it transfers / leases.
5. Regulators will go after everyone and let you sort out who is liable.
6. City’s claim against 3rd parties (potential responsible parties for the contamination if non city originated) for its costs to address contamination is only as good as the financial viability of third parties.
7. You are liable for actions taken by others until you can prove you did not do it and go against them for a recovery, if any. For example, a subsequent owner or leasee could cause environmental contamination. The EPA or MDNR might nevertheless proceed against the City with a regulatory action / cleanup action and make the City prove it did not contribute the contamination. This is a very difficult thing and costly to do.
8. Regulators will view City as the attractive, viable target.

III. AREAS OF POSSIBLE CONFUSION / CLARIFICATION NEEDED

1. The Distinction between the scale and scope of the immediate unwanted material management and disposal needs verses any further or additional testing that would be required prior to transfer or reuse.
 - a. We discussed both concepts, but I am concerned that the subjects could be intermingled.

i. We clearly need to distinguish between the immediate management / disposal needed and long-term investigation and remediation. In response to a question, I characterized the immediate environmental management / disposal as “manageable” or “not that bad.” I stated that EAE, Inc. had that immediate cleanup clearly in hand and there was not any evidence of an immediate threat that should cause great concern.

ii. I am concerned however, that statement will be misinterpreted to mean that any further testing for reuse is “manageable” or “not that bad.” The City will have no way of knowing how bad it might be unless it conducts additional testing. All available data indicates that there is no immediate risk to human health or the environment, but additional investigation might reveal the presence of residual contamination. While we discussed the dangers of opening the risk / liability door by further investigation, that point can't be emphasized enough.

2. In an attempt to answer a question about why additional testing would be required for a reuse other than demolition, I stated that a Phase II investigation would likely be required by an interested party or lender and that any unknowns that might exist could be discovered. I said that I was actually surprised that more hazardous substances were not discovered to date in light of the past uses, even though characterization of the stored unwanted materials has not been fully completed.

a. I am concerned that this statement might be misconstrued or misinterpreted to mean that no possible hazardous substances exist and a transfer will be easy. I used the example that the tank remediation would not require soil sampling unless the property transferred out of the City's control and discussed the past surrounding uses and what one usually finds at these sites when additional investigation is done. I stated that I would not buy the property without an extensive Phase II and that could result in the discovery of hazardous substances that would require a possible very expensive remediation.

3. It was stated numerous times that you can never discharge your liability by contract with regard to the regulators, as well as the fact that you are liable for the actions of owners / tenants following the City unless it can be shown through a very expensive process that the City did not contribute. At this point I discussed the evolution of environmental rules and used as an example how vapor intrusion in buildings that have public uses is coming under intense scrutiny now and how they cannot be sure what the environmental laws will be in the future.

4. We discussed the fact that uses involving the public require more extensive and possibly more intensive remedial efforts. We also discussed the difference in costs to remove contamination rather than leave it in place (such as lead-based paint abatement required for future occupancy.). This is a critical distinction and should be repeated. Generally, the cleanup may be less stringent with a lower level future use, but in more commercial or industrial future uses, (those that involve use of chemicals or petroleum products), there is an increased

risk in a future release from future operations (such as a leasee or future owner pouring a chemical or petroleum product into a floor drain that leaks into the site soils and potentially contaminates groundwater.)

5. There was a large amount of information, some of which is very confusing and overlapping between the two actions (current removal of debris and unwanted materials prior to demo or re-use and contemplated future sale or lease actions that could trigger soil or groundwater remediation) that was presented in a short period of time. We should be available to the Council members to ensure that any questions or confusions that they may have can be answered.

Reference the advantages and disadvantages list EAE prepared and include as an attachment.

Exhibit A

1. Underground Storage Tanks – Tank remediation required.
2. Resource Conservation Recovery Act – Characterization and disposal of potential waste in pits
3. Comprehensive Environmental Response Compensation and Liability Act — Cleanup of any residual contamination / hazardous waste discovered in immediate or subsequent testing or Phase II.
4. Clean Water Act – Characterization and disposal of water in pits. Possibly impacted Ground Water based upon past activities.
5. Clean Air Act – Asbestos Containing Material abatement and remediation prior to reuse or demo.
6. Federal Insecticide, Fungicide, and Rodenticide Act - Possible residual pesticides / insecticides around buildings, old train depot, elevators, etc.
7. Lead Based Paint – Abatement and prior to reuse or demo



STAFF REPORT

TO: Public Works Committee
FROM: Jerry Gibbs, Director
DATE: April 2, 2015
SUBJECT: APRIL AIRPORT REPORT

Type of Item: *Report*

LAWRENCE SMITH MEMORIAL AIRPORT REPORT

For the month of March, 2015

by

James Green Airport Manager

Hangar and Tie Down Space:

- All hangars are full, 15 people on the waiting list
- 7 Outside tie down spots available

Fuel:

- Potential jet fuel sales - approx. 350 gallons
- 100LL - our current price is \$4.50 per gallon
- Fuel prices in our service area:

Lee's Summit	\$4.57 per gal.
Butler	\$4.80 per gal.
Warrensburg	\$4.35 per gal.
Johnson County	\$4.75 per gal.
Miami County	\$4.64 per gal.

AVGAS Sales: (February 26th to April 2nd)

Price \$4.50 per gallon
 Gallons Sold 945.5 gallons
 Revenue \$4,255
 Profit \$898.23

Runway & Ramp Area Maintenance Project:

A design agreement and a construction services agreement (both with H.W. Lochner Inc.) are on the Board of Alderman's agenda for the April 6th meeting.

Fuel Testing:

The Department of Weights and Measures have taken samples from the AVGAS tank and sent them to be checked. This is standard procedure for fuel that is sold for a profit to the general public. I will report the results when they are in.

Missouri Airport Manager's Association Conference:

I will be attending the MAMA Conference at the Lake of the Ozarks. The conference is April 15th through the 17th.

A. Discussion Item (ID # 1813)

APRIL AIRPORT REPORT

Attachments:

Potential Jet Fuel Sales 3-14 (XLS)

POTENTIAL JET FUEL SALES

(in gallons)

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	<i>ANNUAL</i>
													<i><u>TOTAL</u></i>
2003	?	?	1,700	2,300	2,300	2,500	2,000	2,500	1,800	1,500	1,200	1,400	19,200
2004	1,800	2,500	3,500	2,500	1,500	1,500	3,000	2,800	2,000	2,000	3,200	3,400	29,700
2005	2,100	1,400	1,200	2,200	2,400	2,000	1,500	1,000	2,000	1,500	1,000	1,300	19,600
2006	1,000	1,500	1,800	1,800	1,000	1,300	1,000	1,200	1,500	1,000	1,100	800	15,000
2007	500	1,000	1,000	1,200	1,000	1,200	1,000	500	600	500	300	200	9,000
2008	200	200	200	100	100	200	300	400	200	250	150	100	2,400
2009	150	100	100	150	200	250	150	250	150	150	100	100	1,850
2010	250	350	250	150	150	100	100	150	100	0	200	250	2,050
2011	350	300	250	200	250	200	250	350	200	200	250	200	3,000
2012	150	250	150	200	400	300	200	200	300	200	350	100	2,800
2013	350	250	150	200	250	300	450	250	200	350	550	350	3,650
2014	1,800	500	200	200	300	350	300	200	150	200	250	350	4,800
2015	250	200	350										800