



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 5, 2018
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. Mary Osterberg, 2017 Stephen P. Rauscher Leadership Award Recipient**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 15, 2018 7:00 PM**
- 6. Agenda Items**
 - A. Special Event Permits (2) for Summer Square Activities**
 - B. Destruction of Records**
 - C. Council Bill 07: A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for ONE (1) 2018 Ford F450 Pickup Truck for the CWSS Department with Blue Springs Ford, in an Amount of \$34,500.**
 - D. Council Bill 08: A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for Three 2018 Ford F250 Pickup Trucks for the CWSS and Electric Departments with Blue Springs Ford, in an Amount of \$30,000 per truck for total price of \$90,000.**
 - E. Council Bill 09: A Resolution Authorizing The City Administrator To Execute A Commercial Real Estate Contract With County Square Investment, LLC To Purchase The Vacant Lot At The Northwest Corner Of Lexington St. And Pearl St. At A Cost Of \$25,000.**

- F. **Council Bill 10: An Ordinance Of The City Of Harrisonville, Missouri To Amend The Code Of Ordinances Section 355.010 Stopping, Standing, Or Parking Prohibited Section A.3. By Adding A New Section A.3.C, Regulating Parking In Front Of A Centralized Mail Delivery Installation And Establishing An Effective Date.**
 - G. **Council Bill 11: An Ordinance Amending Section 500.080 Amendments To Chapter 500 Building And Property Maintenance Codes, Adding An Exception To The Supplemental Electrode On A Temporary Service Installation, And Establishing An Effective Date.**
 - H. **Council Bill 12: An Ordinance Repealing Sections 500.080 Amendments A.6., A.9., A.16, A.17., A.18, And A.19. Of Chapter 500: Building & Property Maintenance Codes Of The Harrisonville Code Of Ordinances, And Enacting In Lieu Thereof New Sections 500.080 Amendments A.6., A.9. And A.16., Reserving Sections 500.080 Amendments A.17., A.18, And A.19 For Future Amendments, And Establishing An Effective Date.**
 - I. **Council Bill 13: An Ordinance Amending Chapter 250: Noise Of The Harrisonville Code Of Ordinances, With Respect To Regulations When There Are Extreme Temperatures By Repealing Section 250.020 A.9. And Enacting In Lieu Thereof A New Section 250.020 A.9., And Establishing An Effective Date.**
 - J. **Council Bill 14: An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing Section 220.290 of the City Code and Enacting In Lieu Thereof a New Section 220.290 Dead, Dying, Diseased Trees.**
- 7. **Aldermen and Committee Reports**
 - 8. **Report from the City Administrator**
 - A. **City Admin Rpt 2-5-18**
 - 9. **Report from the Mayor**
 - 10. **Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 1st day of February 2018

Randall K. Jones, City Clerk

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



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: January 26, 2018
SUBJECT: Mary Osterberg

Type of Item: *Presentation*

Mary was selected as the Stephen P. Rauscher Leadership Award for 2017 but was unable to attend the Employee Recognition Dinner last month for the presentation. We are publicly honoring her tonight for her service and leadership.

A. Action Item (ID # 2769)

Mary Osterberg, 2017 Stephen P. Rauscher Leadership Award Recipient



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 15, 2018
7:00 PM

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

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
Jessica Levens	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Absent	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were: City Attorney John Fairfield, City Administrator Happy Welch, Finance Director Marcella McCoy, Public Works Director Eric Patterson and City Clerk Randall Jones Recording.

3. **Ceremonial Matters**

None

4. **Public Participation**

None

5. **Approval of Minutes**

A. Board of Aldermen - Regular Meeting - Jan 2, 2018 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member

SECONDER: Marcia Milner, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece
ABSENT: Brad Bockelman

B. Minutes of Jan. 2, 2018 Executive Session

Motion to accept by Alderman Dickerson with second by Alderman Levsen. Motion carried with voice vote all ayes.

6. Agenda Items

- A. A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Change Order to the Contract with Renewal West LLC dba Denali Water Solutions for Removal of Sludge from the Waste Water Treatment Plant Lagoon in an Amount of \$894.94.**

Staff report presented by Public Works Director Eric Patterson. Following its passage, Council Bill #05 was designated by Mayor Hasek as Resolution #04.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece
ABSENT: Brad Bockelman

- B. A Resolution of the Harrisonville Board of Aldermen authorizing and directing the City Administrator to execute a Construction Contract with Blue Nile Contractors for Beckerdite Phase 2 & 3 Water Line Capital Improvements in the amount of \$439,302.30**

Staff report presented by Public Works Director Eric Patterson. Alderman Bowman asked if there had been a neighborhood meeting. Mr. Patterson replied that there had been with attendance of seven or less. Following its passage, Council Bill #06 was designated by Mayor Hasek as Resolution #05.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Jessica Levsen, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece
ABSENT: Brad Bockelman

7. Aldermen and Committee Reports

Mayor Hasek addressed the Board about the need to update the City's personnel policy to add Martin Luther King Jr. Day as an observed holiday. The personnel manual is being revised later in the year.

Alderman Bowman reported a great town hall meeting last week and extended a thank you to Cass Regional Medical Center for their presentation.

Alderman Reece extended a thank you to City staff for assistance with the Marcia Lightcap carport issue.

Alderman Dickerson expressed sympathy to the family of Sam Prettyman. Sam had served as a volunteer fireman for the City.

Alderman Long said he is glad to be back after having the flu.

Alderman Tuner announced no school tomorrow due to the weather.

Alderman Levsen announced Show Choir went to Columbia last week for competition and having several more this next month.

8. Report from the City Administrator

Reminder of the floodplain, flood risk, flood insurance workshop scheduled for Thursday, February 15, 2018 at 7:00 p.m. at the Harrisonville Community Center.

A. City Admin Rpt 1-15-18

9. Report from the Mayor

Mayor Hasek extended a thank you to all who braved the weather and came to meeting tonight. Thank you to the Street Department for doing a good job treating the streets. He stated that the City seems to be having a good transition with new waste service. Mayor Hasek stated a resident is having problems with a community mailbox being blocked and the mail carrier is unable to deliver the mail. City Attorney and City Administrator will present an ordinance at next month's meeting to help correct the problem.

10. Adjourn From Regular Session

Motion to adjourn by Alderman Dickerson and second by Alderman Reece. Motion carried. Meeting adjourned at 7:17 p.m.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 1, 2018
SUBJECT: Special Event Permits for Summer Square Activities

Type of Item: *Approval*

Amanda & Blake Stites, volunteers who help coordinate the Farmers Market and Junk in the Trunk events on the Square, have submitted the necessary Special Events Permits for this year's programs.

A. Action Item (ID # 2780)

Special Event Permits (2) for Summer Square Activities

Attachments:

SEP -- Junk in the Trunk 2018 (PDF)

SEP -- Farmers Market 2018 (PDF)

SPECIAL EVENTS APPLICATION

A. **FILING PERIOD:** An application for an event permit shall be filed not less than seven (7) days prior to the meeting of the Board of Alderman at time applicant desires the issuance of a permit. Applicant must realize that, dependent upon the nature of the event and the scope of services being required of the City, the Board of Alderman may require additional time to review the permit application.

B. **CONTENTS:** The application for an event permit shall set forth the following information.

1. Organization: Junk In The Trunk
2. Name of Applicant: Blake Stites
 Address: 30118 S. Main Street, Hamsonville Mo 64019
 Phone: 816-884-2592 Cell: 785-979-5143
3. Purpose of Event: Community flea market
4. Proposed date(s) and time(s) of Event: Second Saturday of the month, May through October, 4-7pm
5. Location(s) where event will be held: Hamsonville Square beginning at the corner of Independence and Pearl then continuing on down Lexington.
6. Anticipated crowd size: 200 participants & patrons
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: Traffic will be blocked from entry on applicable streets only.

APPROVED this _____ day of _____, 20____.

Chief of Police

City Clerk

Attachment: SEP -- Junk in the Trunk 2018 (Special Event Permits for Summer Square Activities)

Junk In The Trunk City Services Requested

Cones: 12 needed

Barricades: 3 needed

Please leave 4 cones and 1 barricade on the Harrisonville Square at the corners of Independence and Pearl, Pearl and Lexington and Lexington and Wall.

SPECIAL EVENTS APPLICATION

A. FILING PERIOD: An application for an event permit shall be filed not less than seven (7) days prior to the meeting of the Board of Alderman at time applicant desires the issuance of a permit. Applicant must realize that, dependent upon the nature of the event and the scope of services being required of the City, the Board of Alderman may require additional time to review the permit application.

B. CONTENTS: The application for an event permit shall set forth the following information.

1. Organization: Harrisonville Farmers Market
2. Name of Applicant: Amanda Stites
Address: 30118 S. Main St, Harrisonville MO 64701
Phone: 816-884-2592 Cell: 785-979-5143
3. Purpose of Event: Community produce and local craft market
4. Proposed date(s) and time(s) of Event: Saturdays June through September. Setup at 7am, open 8am to 12p.
5. Location(s) where event will be held: Harrisonville Square beginning at the corner of Wall and Independence, then continuing down Pearl & Lexington.
6. Anticipated crowd size: 100-200 vendors & patrons
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: Traffic will not be blocked. Cones and speed signs will be used to maintain customer and vendor safety.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: SEP -- Farmers Market 2018 (Special Event Permits for Summer Square Activities)

Harrisonville Farmers Market City Services Requested

Cones: 12 needed

Speed Signs: 2 signs (5 Miles per hour)

Please leave cones and speed signs on the Harrisonville Square at the corner of Independence and Pearl prior to the event date.



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: January 10, 2018
SUBJECT: Destruction of Records

Type of Item: *Approval*

I am requesting the Board of Aldermen's approval for the annual destruction of records for the Water Treatment Plant (1971 thru 2004). The department has followed the State of Missouri Secretary of State's and DNR's retention guidelines for this determination (12 years); in a few instances we keep some records longer than the State's recommended requirements.

These are all non-confidential records (daily testing logs) will be recycled as part of our paper recycling program in the City's paper recycling dumpster.

B. Action Item (ID # 2752)

Destruction of Records



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: January 31, 2018
SUBJECT: Authorization to purchase a replacement truck for CWSS Department

Type of Item: *Purchase*

Issue:

Purchase of One medium duty truck (Ford F450) for the CWSS Department.

Summary Recommendation:

Requesting approval for the purchase of one 2018 Ford F450 medium duty truck for the CWSS Department from Blue Springs Ford for the total price of \$34,500 to replace a 2003 Ford F450 medium duty truck that will be sold at auction.

Background:

The Department uses this truck to do a variety of jobs as required by state statute and in maintenance duties.

Options:

This purchase is a part of the state bidding and it complies with our purchasing requirements for equipment.

\$40,000 was Budgeted for one (1) 2018 Medium Duty Truck

Council Bill No. 07

Resolution No.

**A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to
Authorize the City Administrator to Execute A Purchase Agreement for ONE (1)
2018 Ford F450 Pickup Truck for the CWSS Department with Blue Springs Ford,
in an Amount of \$34,500.**

WHEREAS, the staff of City of Harrisonville, Missouri (“City”) recommends that the Board of Aldermen (“Board”) approve the purchase of one 2018 Ford F450 medium duty truck (“Truck”) for the City Combined Water Sewer System Department (“CWSS”) from Blue Springs Ford for the total price of \$34,500 to replace a 2003 Ford F450 medium duty truck that needs to be replaced and which will be sold at auction;

WHEREAS, the Truck will be used by the CWSS to do a variety of jobs as required by state statute and in maintenance duties for the City;

WHEREAS, the City of Harrisonville has determined that Blue Springs Ford is the best vendor to provide the Truck to the City;

WHEREAS, the proposed purchase of the Truck is a part of the state bidding system, and complies with the City purchasing requirements for equipment set forth in Section 130.020 of the City’s Code;

WHEREAS, Blue Springs Ford agrees to sell the Truck to the City for a total purchase price of \$34,500, which staff believes said price is fair and reasonable; and

WHEREAS, the Board accepts the recommendation of the staff with respect to the purchase of the Truck and finds it to be in the best interest of the City.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Blue Springs Ford for the purchase of One (1) 2018 Ford F450 medium duty truck for the CWSS Department for a total purchase price of \$34,500.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 5th day of February 2018.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Alderman

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of February, 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: January 31, 2018
SUBJECT: Authorization to purchase replacement pickup trucks for CWSS & Electric

Type of Item: *Purchase***Issue:**

Purchase of three ¾ ton pickup trucks for the CWSS and Electric Departments

Summary Recommendation:

Requesting approval for the purchase of three 2018 Ford F250 ¾ ton pickup truck for the CWSS and Electric Departments from Blue Springs Ford for the total price of \$90,000 to replace a 2003 Ford F250 ¾ ton pickup, a 2001 Dodge Dakota, both of these trucks will be sold at auction and a 2006 Chevrolet C2500 3/4 ton four door truck which will be transferred Harrisonville Police Department.

Background:

The Departments uses these trucks to do a variety of jobs as required by state statute and in maintenance duties. The Police Department has received a truck in the past and has requested the 2006 pickup truck to replace their less reliable unit.

Options:

This purchase is a part of the state bidding and it complies with our purchasing requirements for equipment.

\$96,000 Budgeted for three (3) 2018 3/4 Ton 4WD pickups**Recommendation:**

It is staff's recommendation to purchase the three (3) 2018 Ford F250 pickup trucks for the CWSS and Electric Departments from Blue Springs ford for \$90,000. These truck purchases are within the amount budgeted and approved in the Harrisonville 2018 Operating budget

Council Bill No. 08

Resolution No.

**A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to
Authorize the City Administrator to Execute A Purchase Agreement for Three 2018
Ford F250 Pickup Trucks for the CWSS and Electric Departments with Blue
Springs Ford, in an Amount of \$30,000 per truck for total price of \$90,000.**

WHEREAS, the staff of City of Harrisonville, Missouri ("City") recommends that the Board of Aldermen ("Board") approve the purchase of three (3) 2018 Ford F250 pickup trucks ("Trucks") for the City Combined Water Sewer System Department ("CWSS") and Electric Department from Blue Springs Ford for \$90,000;

WHEREAS, the Trucks will replace a 2003 Ford F250 ¾ ton pickup, a 2001 Dodge Dakota, which will be sold at auction, and a 2006 Chevrolet C2500 3/4-ton four door truck which will be transferred to the Harrisonville Police Department;

WHEREAS, the purchases of these Trucks are within the amount of \$96,000 that was budgeted for such purchases in the City 2018 Operating budget

WHEREAS, the City of Harrisonville has determined that Blue Springs Ford is the best vendor to provide the Trucks to the City;

WHEREAS, the proposed purchases of the Trucks are a part of the state bidding system, and comply with the City purchasing requirements for equipment set forth in Section 130.020 of the City's Code;

WHEREAS, Blue Springs Ford agrees to sell the Trucks to the City for a total purchase price of \$90,000, which staff believes said total price is fair and reasonable; and

WHEREAS, the Board accepts the recommendation of the staff with respect to purchasing the Trucks and finds it to be in the best interest of the City.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Blue Springs Ford for the purchase of Three (3) 2018 Ford F250 3/4-ton pickup for the CWSS and Electric Departments for a total purchase price of \$90,000.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 5th day of February 2018.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Alderman

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of February, 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 22, 2018
SUBJECT: Vacant Lot Purchase

Type of Item: *Approval*

We were approached by Crown Realty about purchasing the vacant old hotel lot at Lexington and Pearls Sts. in November at a cost of \$25,000.

I discussed with the Board the need for additional parking in the square especially if there is an increase in businesses and residences. The Board agreed to pursue it and have an appraisal performed to obtain an estimated value.

The appraisal by Coker Appraisals values the lot at \$28,000.

We are to the point of signing a contract on the property that has been reviewed by our attorney and we are ready to sign with a closing date set for February 12th with some corrections in the closing documents recommended by Mr. Fairfield.

I am asking the Board to approve the resolution to allow me to sign the contract and purchase the vacant lot at Lexington and Pearl.

Council Bill No. 09**Resolution No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A COMMERCIAL REAL ESTATE CONTRACT WITH COUNTY
SQUARE INVESTMENT, LLC TO PURCHASE THE VACANT LOT AT THE
NORTHWEST CORNER OF LEXINGTON ST. AND PEARL ST. AT A COST OF
\$25,000.**

WHEREAS, the City of Harrisonville ("City") seeks to increase parking capacity in the City square;

WHEREAS, the City has had discussions over the years with County Square Investment, LLC ("Owner") concerning the possible purchase of the vacant lot commonly known as the "hotel lot";

WHEREAS, the Owner has reduced the price of the hotel lot and offered to sell it to the City for \$25,000;

WHEREAS, Coker Appraisals determined the value of the hotel lot to be at least \$28,000;

WHEREAS, the City engineer inspected the hotel lot and found no observable structural issues;

WHEREAS, the Board of Aldermen after careful and due deliberation find that the Commercial Real Estate Contract ("Contract") to purchase the hotel lot is in the best interest of the City of Harrisonville and its residents, and that the City Administrator should be authorized to execute such Contract;

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

Section 1: That the City Administrator of the City of Harrisonville, Missouri is hereby authorized and directed by the Board of Aldermen to execute the proposed Commercial Real Estate Contract with County Square Investment, LLC and the City to purchase the vacant lot at Lexington St. and Pearl St. at a cost of \$25,000.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 5TH DAY OF FEBRUARY 2018.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of February 2018



COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between:

SELLER: _____ County Square Investment LLC _____, and

BUYER: _____ The City of Harrisonville _____, and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A (Legal Description) attached hereto, such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following:

N/A

all of which is commonly known and numbered as _____ E Pearl Street _____, in the City of _____ Harrisonville _____ in _____ Cass _____ County, State of _____ Missouri _____.

Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies: _____

4. PURCHASE PRICE: The Purchase Price is _____ Twenty Five Thousand _____ DOLLARS (\$25,000.00) which Buyer agrees to pay as follows:

a. _____ Zero _____ DOLLARS (\$0.00) at the signing of this Contract as Earnest Money, such to be deposited upon execution of this Contract within (10 days if the Property is located in Missouri) or (5 days if the Property is located in Kansas), in the insured trust or escrow account of _____ N/A _____ ("Escrow Agent") as part of the consideration of the sale;

b. The balance to be paid in the following manner: _____ Twenty Five Thousand _____ DOLLARS (\$25,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses, and [state other payment or financing terms if any] N/A

5. CLOSING AND POSSESSION DATE(S): Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of _____ Coffelt Land Title _____ on the _____ 12th _____ day of _____ February _____, 2018 or prior thereto by mutual consent, and possession shall be delivered upon closing or as follows: _____ at funding _____.

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-rata shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than _____ Three _____ (3) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through _____ Coffelt Land Title _____ (the "Title Company"). Buyer shall have _____ One _____ (1) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have _____ One _____ (1) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than One (1) days after the end of the Title Cure Period.

(Check one) ☐ Seller ☐ Buyer assume responsibility for paying for a survey and shall order a survey of the Property as soon as possible and not later than N/A () days after the Effective Date of this Contract. Unless otherwise objected to in writing by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such.

9. INSPECTIONS: Seller shall grant Buyer reasonable access to the Property for Zero (0) days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy of any written reports resulting from such inspections within Zero (0) days of the completion of said inspections. With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have Zero (0) days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than Zero (0) days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.

10. DUE DILIGENCE: Buyer will have Zero (0) days after the Effective Date of this Contract to perform due diligence (the "Due Diligence Period") for the purpose of exploring and obtaining approval of governmental authorities for the intended purpose of the Property and any changes in zoning, if necessary. Upon presentation by Buyer to Seller of the written refusal(s) of such governmental authorities to Buyer's requests for approval of such intended purposes and zoning prior to the expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to Buyer.

11. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

12. REAL ESTATE BROKER: Seller and Buyer agree that Crown Realty and Crown Realty, BROKER(S), identified in the Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is(are) the only real estate broker(s) negotiating this sale, and Seller agrees to pay a sales commission of Six (6) percent of the Purchase Price pursuant to the agreement between Seller and BROKERS(S). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract.

Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within Seven (7) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within Seven (7) days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

21. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) February 6, 2018 or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

Attachment: Vacant Lot on Square Contract (Vacant Lot Purchase)

23. ADDENDA: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (**Check Those Which Are Applicable**):

- ☒ Exhibit A (Legal Description)
☒ Commercial Agency & Brokerage Disclosure
 Addendum
☐ Other _____

- ☐ Other _____
☐ Other _____
☐ Other _____

24. ADDITIONAL TERMS:

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

SELLER: County Square Investment LLC

BUYER: The City of Harrisonville

By: By John Droege 1/22/18

By: _____

Name & Title: John Droege vice President

Name & Title: _____

By: _____
 Date

By: _____
 Date

Name & Title: _____

Name & Title: _____

Address: _____
 Street

Address: _____
 Street

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Telephone #: _____

Telephone #: _____

TAX ID # _____

TAX ID # _____

FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker: Crown Realty

Telephone #: _____

Listing Agent: Gary Hosack/Nick Hosack

Telephone #: _____

Selling Broker: _____

Telephone #: _____

Selling Agent: _____

Telephone #: _____

Escrow Agent: _____

Telephone #: _____

Closing Agent: Coffelt Land Title

Telephone #: _____

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 11/16. All previous versions of this document may no longer be valid. Copyright January 2018.



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: _____ County Square Investment Corp LLC JPB AH

BUYER/TENANT: _____ The City of Harrisonville

PROPERTY ADDRESS: _____ E Pearl Street _____ Harrisonville _____ Cass _____ MO _____ 64701
Street Address City County State Zip

DATE OF CONTRACT: _____ 12/11/2017

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
☒ Transaction Broker
☐ Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
☐ N/A-Seller(s) is not represented
☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
☐ Buyer's/Tenant's Agent
☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
☒ Transaction Broker
☐ Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
☐ N/A, Buyer(s) is not represented
☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- ☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

<i>B3 John Dwyer Vice President 12/29/17</i> SELLER/LANDLORD _____ DATE _____ <i>County Square Investment LLC</i>		BUYER/TENANT _____ DATE _____	
SELLER/LANDLORD _____ DATE _____ <i>[Signature] 1/22/18</i>		BUYER/TENANT _____ DATE _____ <i>[Signature] 1/22/18</i>	
LICENSEE ASSISTING SELLER/LANDLORD _____ DATE _____		LICENSEE ASSISTING BUYER/TENANT _____ DATE _____	

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 06/04. All previous versions of this document may no longer be valid. Copyright January 2017



LEGAL DESCRIPTION ADDENDUM

1 SELLER: _____ County Square Investment Corp *LLC* *o/b* *NH*

2 BUYER: _____ The City of Harrisonville

3 PROPERTY: _____ E Pearl Street, Harrisonville MO 64701

PROPERTY LEGAL DESCRIPTION:

4 All of Lot 1, and the East 12 feet and 10 inches of Lot 2, Block 1, TOWN OF HARRISONVILLE, Cass County,
5 Missouri.

(INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

31 *By John D. George Vice President 12/29/17*
32 SELLER _____ DATE BUYER _____ DATE _____
33 *County Square Investment LLC*
34
35 SELLER _____ DATE BUYER _____ DATE _____
36

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2017.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 20, 2018
SUBJECT: No Parking-Cluster Mailbox

Type of Item: *Approval*

The mayor and city officials received a report that individuals park along the street on Blueberry blocking the USPS Cluster Mailbox Unit (CBU) and the postal service will not deliver if they don't have an open area to stop in front of the CBU.

The CBU has a "no parking" sticker on it but there is no ordinance that the city can enforce to ticket a vehicle that is parked in front of a CBU.

Presented for your consideration is an ordinance giving the police department the right to enforce a no parking requirement in front of the mailbox clusters.

Council Bill No. 10

Ordinance No.

**AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI TO
AMEND THE CODE OF ORDINANCES SECTION 355.010 STOPPING,
STANDING, OR PARKING PROHIBITED SECTION A.3. BY ADDING A NEW
SECTION A.3.c, REGULATING PARKING IN FRONT OF A CENTRALIZED
MAIL DELIVERY INSTALLATION AND ESTABLISHING AN EFFECTIVE
DATE.**

Whereas, the City of Harrisonville (“City”) regulates areas for vehicular parking (“Parking”) and has determined that certain locations along City streets need to be restricted;

Whereas, new neighborhoods are required by the United States Postal Service (USPS) to install a Centralized Mail Delivery Installation or Cluster Box Unit (CBU) for home mail delivery;

Whereas, the USPS requires the street curbside area adjacent to the CBU to be open and unobstructed by vehicles such that an USPS delivery vehicle has sufficient space to pull up adjacent to the front of the CBU for USPS mail delivery;

Whereas, there are occasions that vehicles have been parked on the street in front of a CBU not allowing the USPS delivery vehicle to have reasonable access to the CBU to provide mail delivery to the neighborhood residents;

Whereas, interrupting mail delivery can cause harm to the resident recipient by not receiving time critical and sensitive material;

Whereas, the City of Harrisonville Board of Aldermen, after careful and due deliberation, concludes that amending Section 355.010 Stopping, Standing, or Parking Prohibited, Section A.3. to restrict parking in front of CBU locations as set forth below would be in the best interest of the residents of the City.

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

Section 1: That Section 355.010 Stopping, Standing, or Parking Prohibited, Section A.3. be amended by adding a new Section A.3.c. to the Municipal Code of Ordinances to read, as follows:

- a. Within fifty (50) feet of the nearest rail of a railroad crossing;
- b. At any place where official signs prohibit parking; and
- c. Within fifteen (15) feet either side along a street adjacent to a United States Postal Service Centralized Mail Delivery Installation (Cluster Box Unit).

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

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**PASSED AND APPROVED ON THIS 5TH DAY OF FEBRUARY 2018, AND
APPROVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF
HARRISONVILLE, MISSOURI THIS 5TH DAY OF FEBRUARY 2018.**

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 5th day of February 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 20, 2018
SUBJECT: Temp Pole Ground Revsn

Type of Item: *Approval*

Temporary electric service for construction sites has certain requirements dictated by the National Electrical Code. It has to be on a solid structure, the outlets must be GFCI, the meter must be at a certain height, etc.

One of the requirements as interpreted by the building official is that the temporary electric service must have two ground rods 8' in the ground 6' apart so that grounding can achieve a 25 ohm or less resistance or the installer must use an ohm meter to prove the single ground achieves the low ohm factor.

The electric department requires only the single ground rod 8' in the ground and has that in their handout specifications. They are satisfied that it meets the electric requirements for the Harrisonville Electric Department.

We are requesting an amendment to the 2012 IRC to allow the single ground rod to serve temporary electric installations.

Council Bill No. 11**Ordinance No.**

**AN ORDINANCE AMENDING SECTION 500.080 AMENDMENTS TO
CHAPTER 500 BUILDING AND PROPERTY MAINTENANCE CODES,
ADDING AN EXCEPTION TO THE SUPPLEMENTAL ELECTRODE ON A
TEMPORARY SERVICE INSTALLATION, AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville ("City") wishes to amend Section 500.080 Amendments to the International Residential Code ("IRC"), of the City of Harrisonville, Missouri;

WHEREAS, the City staff recommends that the City allow an exception to temporary service installations at residential housing sites;

WHEREAS, the City staff has determined that a supplemental electrode should not be required for Temporary Service Installations that are installed on a pole (the "Exception");

WHEREAS, the proposed Exception was brought before the Community Development Committee and they voted to send the said amendment forward with a recommendation to approve;

WHEREAS, the City of Harrisonville Board of Aldermen, after careful and due deliberation, concludes that amending Section 500.080 Amendments by adding a new Section 500.080 A.3. to the 2012 IRC as set forth below would be in the best interest of the City.

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

Section 1: The Board of Alderman ("Board") hereby amends Section 500.080 Amendments of Chapter 500: Building and Property Maintenance Codes, to read as follows:

Section 500.080 A.3.:

Amend Section E3608.4 Exception: Where a single rod, pipe, or plate grounding electrode has a resistance to earth of 25 ohms or less, or if it is a temporary service installation on a pole, the supplemental grounding electrode shall not be required.

Section 2: That this ordinance shall become effective immediately upon passage and approval for the City of Harrisonville.

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.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED AND APPROVED ON THIS 5TH DAY OF FEBRUARY 2018, AND APPROVED

**BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF HARRISONVILLE,
MISSOURI THIS 5TH DAY OF FEBRUARY 2018.**

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 5th day of February 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 29, 2018
SUBJECT: Building Code Changes

Type of Item: *Approval*

Building Division staff recommended changes to the 2012 IRC to establish a base amount of reinforcement for foundation walls and remove all of the amendments to the 2012 IRC in the code and follow the guidelines in the 2012 IRC.

We are also establishing a cost to renew a Temporary Certificate of Occupancy that is similar but half the amount for a commercial TCO and gives more control to the building official.

Community Development has reviewed the recommendations and approved sending the changes to the full board for approval.

Council Bill No. 12

Ordinance No.

**AN ORDINANCE REPEALING SECTIONS 500.080 AMENDMENTS A.6., A.9.,
A.16, A.17., A.18, AND A.19. OF CHAPTER 500: BUILDING & PROPERTY
MAINTENANCE CODES OF THE HARRISONVILLE CODE OF
ORDINANCES, AND ENACTING IN LIEU THEREOF NEW SECTIONS 500.080
AMENDMENTS A.6., A.9. and A.16., RESERVING SECTIONS 500.080
AMENDMENTS A.17., A.18, AND A.19 FOR FUTURE AMENDMENTS, AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville, Missouri ("City") staff recommends the City repeal Sections 500.080 Amendments A.6., A.9., A.16., A.17., A.18., and A.19 of the Harrisonville Code of Ordinances and enact new Sections 500.080 Amendments A.6., A.9. and A.16. as they pertain to the Chapter regulating the 2012 International Residential Code of the City;

WHEREAS, the City staff recommends the current Temporary Certificate of Occupancy (TCO) Section 500.080 Amendments A.6. be amended to match the City's commercial TCO with a new fee to be included:

WHEREAS, there is a conflict between 2012 IRC Sections 302.2 and 302.3 and statute RSMo 67.281, which will be corrected by amending section 500.080 Amendments A.9. to repeal the current language and replace it with a reference to the 2006 IRC Section 317.1.;

WHEREAS, Sections 500.080 Amendments A.16, A.17., A.18., and A.19. all refer to concrete foundation regulations that are not consistent with the 2012 International Residential Code as adopted by the City and should be repealed and replaced with a new Section 500.080 Amendments A.16. providing a minimum requirement and establishing the 2012 IRC sections that pertain to concrete foundation walls as recommended by the building division staff;

WHEREAS, City staff recommends that repealed Sections 500.080 Amendments A.17., A.18, and A.19. should be reserved for future amendments;

WHEREAS, the Community Development Committee reviewed the Sections 500.080 Amendments and recommend their approval;

WHEREAS, the Board of Aldermen have reviewed these amendments to Section 500.080 Amendments, Section A. and believe them to be in the best interest for the citizens of Harrisonville;

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

Section 1: The Board hereby repeals in its entirety Section 500.080 Amendments A.6. of Chapter 500 *Building and Property Maintenance Codes* and enacts in lieu thereof the following new Section 500.080 Amendments A.6. to read as follows:

Section 500.080 Amendments, A.

- 6. R110.4.1 TCO Cost.** The cost for a second (2nd) Temporary Certificate of Occupancy (TCO) and any TCO thereafter shall be \$200.00 each and is limited to three (3) total TCO's allowed for a residential permit.

Section 2: The Board repeals Section 500.080 Amendments A.9. and enacts new Section

500.080 Amendments A.9. to read as follows:

Section 500.080 Amendments, A.

9. Delete 2012 IRC Sections R302.2 and 302.3 and replace with 2006 IRC Section R317.1.

Section 3: The Board hereby repeals Section 500.080 Amendments A.16., and enacts in lieu thereof a new Section 500.080 Amendments A.16., to read as follows:

Section 500.080 Amendments, A.

16. Establish new Section **R404.1.2.2.3 “Reinforcement”:**

All foundation walls of concrete or masonry construction shall have a minimum vertical reinforcement of one (1) No. 4 rebar 48 inches on center spacing.

Section 4: The Board hereby repeals Sections 500.080 Amendments A.17, A.18, and A.19., in their entirety, but reserve said Sections for future amendments by enacting new Sections 500.080 Amendments A.17, A. 18, and A.19., to read, as follows:

500.080 Amendments, A.

17. Reserved.
18. Reserved.
19. Reserved.

Section 5: That this ordinance shall become effective immediately upon passage and approval for the City of Harrisonville.

Section 6: 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.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED AND APPROVED ON THIS 5TH DAY OF FEBRUARY 2018, AND APPROVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI THIS 5TH DAY OF FEBRUARY 2018.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 5th day of February 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 26, 2018
SUBJECT: Summer Heat Time Change

Type of Item: *Approval*

Staff recommends adding language to allow an early start time for construction if the predicted daytime high for the day is 95 degrees or higher as determined by the National Weather Service.

Community Development Committee recommends adopting.

Council Bill No. 13

Ordinance No.

**AN ORDINANCE AMENDING CHAPTER 250: NOISE OF THE
HARRISONVILLE CODE OF ORDINANCES, WITH RESPECT TO
REGULATIONS WHEN THERE ARE EXTREME TEMPERATURES BY
REPEALING SECTION 250.020 A.9. AND ENACTING IN LIEU THEREOF A
NEW SECTION 250.020 A.9., AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville, Missouri ("City") staff recommends an earlier construction start time of 6:00 a.m. be allowed when the National Weather Service predicts daytime temperatures of 95 degrees Fahrenheit or higher;

WHEREAS, the City staff proposes to amend the current regulated construction start time by amending section 250.020 A.9. of the Harrisonville Code of Ordinances and enacting in lieu thereof a new section 250.020 A.9. regulating noise when there are extreme temperatures; WHEREAS, the Community Development Committee reviewed the staff proposed earlier construction start changes and the amendment to Chapter 250, and recommends approval; and

WHEREAS, the Board of Aldermen have reviewed the proposed earlier construction start time changes and amendment to Chapter 250, and believe it to be in the best interest for the citizens of Harrisonville;

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

Section 1: The Board of Alderman ("Board") hereby repeals the current Section 250.020 A.9., Illustrative Enumeration of Chapter 250: Noise, and enacts in lieu thereof a new Section 250.020 A.9., to read as follows:

Chapter 250 Noise: Section 250.020 A.

9. *Construction or repairing of buildings.* The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 A.M. and 10:00 P.M. on weekdays, except in case of extreme daytime temperatures of 95 degrees Fahrenheit or higher as predicted by the National Weather Service in Pleasant Hill the start time is allowed at 6:00 A.M. or in case of urgent necessity in the interest of public health and safety and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 10:00 P.M. and 7:00 A.M. and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 10:00 P.M. and 7:00 A.M. upon application being made at the time the permit for the work is awarded or during the progress of the work.

Section 2: That this ordinance shall become effective immediately upon passage and approval by the City of Harrisonville.

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.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED AND APPROVED ON THIS 5TH DAY OF FEBRUARY 2018, AND APPROVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI THIS 5TH DAY OF FEBRUARY 2018.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 5th day of February 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 22, 2018
SUBJECT: Tree Nuisance Ord. Change

Type of Item: *Approval*

Staff is recommending a change to Section 220.290 Dead, Dying, Diseased Trees to keep the city out of a civil matter between neighbors. If the city becomes involved it would require abatement, especially on vacant property.

I was directed by the Community Development Committee to work with Attorney Fairfield and draft new language for this section that will replace the potential conflict but give the city authority in the right of way and easements to control tree infestation problems.

Council Bill No. 14

Ordinance No.

**An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing
Section 220.290 of the City Code and Enacting In Lieu Thereof a New Section
220.290 Dead, Dying, Diseased Trees.**

WHEREAS, the current Code Section 220.290 could be misinterpreted with respect to the scope of responsibility of the City of Harrisonville, Missouri (“City”);

WHEREAS, the City desires to clarify the scope of City responsibility with respect to dead, dying and diseased trees (“Nuisance Tree”) in the City;

WHEREAS, the City staff recommends that City’s responsibility should be limited to a Nuisance Tree located on City public property, in the City right-of-way (“ROW”), or Nuisance Trees that could damage or dangerously obstruct sidewalks located on City property or public sidewalks located in the City ROW;

WHEREAS, the Board of Aldermen for the City feel it is in the best interest and safety of the Harrisonville citizens to accept the recommendation of City staff by enacting a new Section 220.290 to implement the City staff recommendation;

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

Section 1. The Board of Aldermen (“Board”) hereby repeals Section 220.290 Dead, Dying, and Diseased Trees, and enact in lieu thereof the following new Section 220.290 to read as follows:

Section 220.290. Dead, Dying, Diseased Trees

A. Definition - Nuisance Trees.

A Nuisance Tree shall include all dead, or decaying trees, shrubbery, dead limbs or branches that create a dangerous or unsafe condition to the public or neighboring properties, all trees infested with insects or worms which are injurious to trees, and/or all trees infected by a disease or fungus that is not promptly treated or that is not remediable, and/or any tree meeting the United States Department of Agriculture Forest Service Hazardous Tree Guidelines as determined by a certified arborist and are hereby declared to be a public nuisance.

B. Private Property Responsibility.

It shall be the responsibility of the owner(s) or occupant(s) of any private property in the City of Harrisonville, Missouri (“City”) that contains a Nuisance Tree to promptly take down and remove such Nuisance Tree from any such property on which same is situated. The City shall have no responsibility with respect to any Nuisance Tree located on private property, except as specifically described in Section C.

C. City Easements.

If, in the sole opinion of the City staff, a Nuisance Tree has or may likely affect a City or public easement in any way, then the City, at the City’s option, may remediate, take down or remove such Nuisance Tree. If the Nuisance Tree is located on private property, then City staff shall make a reasonable attempt to notify the private property

owner(s) or occupant(s).

D. City Responsibility Public Property.

It shall be the responsibility of the City to remediate, take down or remove a Nuisance Tree from public property described, as follows:

1. Nuisance Trees located on City public property;
2. Nuisance Trees located in the City Right-of-Way ("ROW"); or
3. Nuisance Trees that could damage or dangerously obstruct sidewalks located on City property or in the City ROW.

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

Section 3. 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.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED AND APPROVED ON THIS 5TH DAY OF FEBRUARY 2018, AND APPROVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI THIS 5TH DAY OF FEBRUARY 2018.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of February 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 31, 2018
SUBJECT: City Admin Rpt 2-5-18

Type of Item: Report

CITY ADMINISTRATOR REPORT

February 5, 2018

1. Missouri Main St. Connection has their first of year open application meeting Thursday, February 1st in Jefferson City and I will be attending that to start the process to become a Affiliate Grant Community. There are only 5 grants available this go 'round, which is typical. This is a budgeted item for 2018.
2. MML Legislative Session is February 13 & 14 in Jeff City. I will be there all day the 13th but back in time for 3 Board of Zoning Adjustment hearings that night.
3. We are sending out RFP's for 457 Plan Administrators and for Banking Services. For the 457 plan we are looking for a group that does more one on one educating, a larger variety of investment options, and online accessibility. For Banking Services it will be who can provide the best services and the best price.
4. We have had a couple of individuals clean out their ditches as we asked in our newsletter. The most visible is John Foster who cleaned up around the old flower shop on Mechanic and the stormwater ditch in the back of his property.
5. McLiney and Company is working with attorneys from Bryan Cave to set up the refinancing for the Towne Center TIF. We have provided them with financial information, and the Bryan Cave legal firm was the original attorney for the project and has much of the original legal paperwork on file so they don't have to start from scratch.
6. The Building Division had 35 property inspections in January, with 10 resolved, 10 in the process of action, and the remainder not requiring any action.

A. Action Item (ID # 2778)

City Admin Rpt 2-5-18