



AMENDED AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 16, 2017
7:00 PM

1. **Call to Order & Pledge of Allegiance**
2. **Roll Call**
 - A. **Roll Call**
3. **Ceremonial Matters**
 - A. **Proclamation: Harrisonville Cass County BusinessWomen Week**
4. **Public Participation**
5. **Approval of Minutes**
 - A. **Board of Aldermen - Regular Meeting - Oct 2, 2017 7:00 PM**
 - B. **Board of Aldermen - Budget Meeting - Oct 9, 2017 6:00 PM**
 - C. **Minutes of Executive Session, Oct. 2, 2017**
6. **Agenda Items**
 - A. **Appointment to Historic Preservation Commission**
 - B. **Special Event Permit: Twin Oaks Block Party 2017**
 - C. **Special Event Permit: Veterans Day Recognition 2017**
 - D. **Council Bill 65, Second Reading: An Ordinance Authorizing a Variance for the Developer of the Harrisonville Villas a Variance of the Approved Subdivision Plat By not Requiring Timber Drive to Extend to the West Property Line**
 - E. **Council Bill 67, Second Reading: An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing Chapter 430 of the City Code and Enacting in lieu thereof an Amended Chapter 430 Urban Redevelopment Regulations of the City of Harrisonville, Missouri and Establishing an Effective Date.**

- F. Council Bill 68: A Resolution of the Board of Aldermen of Harrisonville, Missouri Authorizing the City Administrator to enter into a 5-year service contract with Praxair Distribution, Inc. for the bulk supply of Liquid Oxygen at the Harrisonville Water Treatment Plant**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
 - A. City Admin Rpt 10-16-17**
- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 13th day of October 2017

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



**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 2, 2017
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	
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 Administrator Happy Welch, City Attorney John Fairfield, Community Development Director Jim Clarke, Public Works Director Eric Patterson, Finance Director Marcella McCoy and City Clerk Randall Jones Recording.

- 3. Ceremonial Matters**

None.

- 4. Public Hearings**

A. Chapter 430 Public Hearing

No Citizen input.

B. Special Use Permit for Community Church Public Hearing

No Citizen input.

- 5. Approval of Minutes**

A. Board of Aldermen - Regular Meeting - Sep 18, 2017 7:00 PM

Minutes Acceptance: Minutes of Oct 2, 2017 7:00 PM (Approval of Minutes)

Motion by Alderman Dickerson and second by Alderman Turner to approve minutes with correction to Item F. "2 ayes and 4 nays. Moved to next meeting". Motion carried

RESULT: **ACCEPTED AS AMENDED [UNANIMOUS]**
MOVER: David Dickerson, Board Member
SECONDER: Matt Turner, Board Member
AYES: Bowman, Long, Dickerson, Turner, Milner, Reece
ABSENT: Brad Bockelman

B. Board of Aldermen - Work Session - Sep 25, 2017 6:00 PM

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

6. Agenda Items

A. An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing Chapter 430 of the City Code and Enacting in lieu thereof an Amended Chapter 430 Urban Redevelopment Regulations of the City of Harrisonville, Missouri and Establishing an Effective Date.

Staff report presented by City Administrator Happy Welch. City Attorney John Fairfield gave clarification on revisions.

Alderman Milner would like to see same requirements for new development as what is proposed in Chapter 430 revisions.

Alderman Milner asked for clarification on the approval process and the addition of the Mayor and Attorney to this process.

Alderman Bowman noted that staff report should read Harrisonville Senior Living Village, not Harrisonville Senior Villas.

Alderman Bowman was at the Community Development meeting last month and noted that all revisions were not presented at that meeting, only the articles of incorporation were mentioned.

Mayor Hasek stated that was the one thing that the committee pointed out at the time that still needed to be changed. The committee had met the prior month to discuss the changes also.

Alderman Bowman agreed with Alderman Milner in regards to page 38 and stated the Mayor appoints the committee.

Alderman Dickerson pointed out that previously committees make recommendations to the Board of Aldermen.

First reading only, moved to next meeting.

RESULT: **FIRST READING**

Next: 10/16/2017 7:00 PM

- B. An Ordinance of the City of Harrisonville, Missouri, Approving a Special Use Permit for Cornerstone Community Church to have Temporary Classrooms for a Period not to exceed Five (5) Years for Subject Property located at 1704 Waters Road as requested by Applicant, New Castle Homes (Jeff Warren).**

First reading with motion to waive rules then roll call vote with all aldermen voting aye with exception of Alderman Bockelman, absent. Following second reading, Mayor Hasek designated Council Bill #66 as Ordinance #3416 after passage.

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

7. Aldermen and Committee Reports

Alderman Bowman expressed her heartfelt sadness over the Las Vegas tragedy. She inquired about the request from a citizen concerning the assessment of late fees and when this would go before the Finance Committee. Administrator Welch stated that it would be October 24th at 6 p.m. Bowman requested articles of incorporation from Housing Plus, Harrisonville Villas, Wilhoit Properties and Zimmerman Company.

Attorney Fairfield stated that all articles of incorporation could be obtained online by the public.

Alderman Milner reported that the sock and underwear drive for Bright Futures was very successful.

Alderman Turner reminded everyone about the Burnt District Festival this weekend and also that Trade Fair would be having their Grand Re-Opening this weekend as well.

Alderman Long reported his granddaughter would be in the Burnt District baby contest.

8. Report from the City Administrator

A. City Admin Report 10-2-2017

Staff report was handed out.

9. Report from the Mayor

Mayor Hasek reported that the football game with Harrisonville against Pleasant Hill went well and that the Mayor of Pleasant Hill would be wearing a Harrisonville Wildcat shirt at their next Board of Aldermen meeting.

Reminder that public records are accessible to all.

10. Adjourn to Executive Session -- RSMo 610.021(1) Legal Action

Motion by Alderman Dickerson and second by Alderman Long to adjourn to executive session.
Roll call vote will all ayes except Alderman Bockelman, absent. at 7:47 p.m.

11. Adjourn From Regular Session

Board reconvened to regular session at 7:59 p.m. Motion by Alderman Milner and second by Alderman Long to adjourn. Meeting adjourned at 8:00 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Oct 2, 2017 7:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
BUDGET MEETING
CITY HALL
OCTOBER 9, 2017
6:00 PM

1. Call to Order & Roll Call

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Late	6:15 AM
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	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others in attendance were: City Administrator Happy Welch, Police Chief John Hofer, Fire & EMS Director Eric Myler, Public Works Director Eric Patterson, Street Superintendent Rodney Jacobs, Parks & Recreation Director Chris Deal, Airport Manager James Green, Finance Director Marcella McCoy, Building Official Chris Arthur, IT Director Jeremy Smith and City Clerk Randall Jones Recording.

2. Overview & Update on 2018 Budget

3. Review of the 2018 Budget by Department

Administrator Welch gave overview of requested/recommended items for 2018 Budget. A copy of these items are attached to the minutes.

A. Police/Dispatch/Animal Control

Chief Hofer gave explanation for each line item request.

B. Parks/Community Center/Aquatic Center

Chris Deal presented mower request.

Minutes Acceptance: Minutes of Oct 9, 2017 6:00 PM (Approval of Minutes)

C. Street/Airport/Water/Sewer/Electric

Eric Patterson presented requests for each of his departments.

D. Fire/EMS

Eric Myler presented requests for his department.

E. Community Development/Building Inspection

Chris Arthur and Happy Welch presented requests for department.

F. Finance/Court/Utility Payment/IT

Marcella McCoy and Jeremy Smith presented requests for department.

Marcella McCoy addressed the trash/refuse service administrative fee for 2018.

G. Admin/Mayor-Board

Administrator Welch presented both department requests.

Discussion on what Board would like to recommend or change.

The following recommendations were made:

Alderman Dickerson recommended increasing the asphalt overlay be increased to \$400,000 and Alderman Bockelman asked for the sidewalk program to be upped to \$350,000.

Alderman Milner recommended to purchase at least two patrol cars.

Alderman Bowman recommended to see more monies focused on storm water improvements.

Alderman Bowman recommended the hand gun replacement.

Alderman Bowman recommended removing the Main Street Grant and membership and the personnel manual update from budget.

Alderman Milner recommended patrol vehicle video cameras.

Alderman Turner, Alderman Milner and Mayor Hasek recommended purchase of the Community Development vehicle.

Alderman Reece recommended the police locker room.

Alderman Bowman asked for verification on the tree trimming amount of \$250,000.

Alderman Reece asked about the electric rate study for \$70,000.

Staff will prepare changes and present at work session on October 16, 2017.

4. Adjourn from Budget Meeting

Meeting adjourned at 8:20 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Oct 9, 2017 6:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: October 10, 2017
SUBJECT: HPC Appointment

Type of Item: *Approval*

The mayor is nominating Robert Wiseman of 703 W. Wall St. to be a member of the Historic Preservation Commission for the seat recently vacated by Nancy Lithicum.

His application is included for your review.

A. Action Item (ID # 2666)

Appointment to Historic Preservation Commission

Attachments:

Robert Wiseman HPC Application (PDF)



City of

Harrisonville

est.
1836

Board, Commission and Committee Appointment Application to Serve

Name: ROBERT WISEMAN		Date: 10/4/2017	
Home Address: 703 W. WALL ST HARRISONVILLE			
Email: [REDACTED]			
Occupation: RETIRED		Best Time to Call: ANY TIME am/pm	
Do you own commercial property and/or operate a business in Harrisonville? If yes, please describe. NO			
Work/Business Name: —			
Work/Business Address: —			
Length of Residency in Harrisonville: 50 YEARS		Are you registered to vote? yes	
Are you now serving, or have you ever served, on a board, commission or committee for the City of Harrisonville or any other community? ☐ Yes ☒ No If yes, please give name of board, commission and/or committee and dates served:			
BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Please list no more than three boards, commissions or committees in order of preference.			
1	HISTORIC PRESERVATION	2	
		3	

(Application continued on reverse)

Attachment: Robert Wiseman HPC Application (HPC Appointment)

NARRATIVE STATEMENT: Please provide a brief statement indicating why you wish to be appointed to this board or commission, including the strengths you feel you could bring to the position for which you are applying. Information may include education, professional experience and community activities pertinent to the position for which you are applying.

I'M INTERESTED IN THE HISTORY OF THE TOWN & IT'S PRESERVATION. I HAVE A HISTORIC HOME IN TOWN THAT I'M RESTORING WHICH HAS SPARKED MY INTEREST. I'M A RETIRED DRAFTSMAN AND HAVE EXPERIENCE WITH TECHNICAL ISSUES.

I'VE LIVED IN THE COMMUNITY FOR 50 YEARS AND I HAVE 2 GROWN CHILDREN WITH FAMILIES OF THEIR OWN LIVING IN HARRISONVILLE.

I understand that my attendance at all regularly scheduled meetings is critical, even if I am an alternate member, and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature: Robert D. Wiseman

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission, or Committee for which you have applied.

- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Please notify the City Clerk at 816-380-8916 if you move or no longer wish to be considered for appointment.
- Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E. Pearl, P. O. Box 367, Harrisonville, MO 67401 or email rjones@ci.harrisonville.mo.us

* Applications must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: October 10, 2017
SUBJECT: Twin Oaks Block Party 2017

Type of Item: *Approval*

Issue: Blockage of Twin Oaks Street from South Street (Mo. Hwy 2) to in front of 2403 Twin Oaks on October 28, 2017 from 4:00 pm until 9:00 pm for a neighborhood block party.

Background: There are twelve residences affected by this blockage and all of the residents will participate in the block party or have signed off on the block party application. There have been similar events in the past and on at least one occasion at the exact location with no noted complaints or concerns associated with the previous events.

The City will stage the necessary road blockage materials in the area and the applicant has agreed to set-up and disassemble all needed materials. There is no cost for city services associated with this event. Since July of 2011 the City does not require insurance for such events.

Recommendation: Noting no complaints or concerns associated with the prior event I would recommend approval for this event.

B. Action Item (ID # 2670)

Special Event Permit: Twin Oaks Block Party 2017

Attachments:

Twin Oaks Block Party 2017 (PDF)

CITY OF HARRISONVILLE, MISSOURI BLOCK PARTY APPLICATION

Applicant's Name: (Print) Kairy Foreman

FILING PERIOD: An application for a Block Party Permit shall be filed with the City Clerk not less than fourteen (14) days prior to the event

Address: 2412 Twin Oaks Dr Harrisonville Mo 64701

Contact Numbers: 619-850-5692

Email: KairyC76@yahoo.com

Date of Event: 10/28/17

Rain Date of Event: none

Requested Times: 4:00 pm to 9:00 p.m.

Requested Street Closed: Twin Oaks Drive

Between: 2503 & 2403

Circle One:

Have you hosted a block party in the past?

YES

NO

Did you complete hold harmless waiver?

YES

NO

Will there be music at this event?

YES

NO

Have you read the Rules & Regulations?

YES

NO

The **Harrisonville Police Department** reserves the right and has the authority to shut down, cancel and/or terminate this event at any time. The Harrisonville Police Department also has the right to decline any future events, if this event causes any calls for service or creates a hazard or nuisance to neighbors and or complainants.

Questions or Concerns - _____

09/27/17
DATE

Kairy Foreman
Applicant's Signature

Attachment: Twin Oaks Block Party 2017 (Twin Oaks Block Party 2017)

CITY OF HARRISONVILLE BLOCK PARTY RULES & REGULATIONS

- 1. Applicant is responsible for providing the completed application, Certificate of Insurance, and waiver application.**
- 2. The application packet must be completed and returned to the City Clerk a minimum of 14 days prior to date of event.**
- 3. Applicant will be responsible for picking up cones from the Street Department, closing the street at each end, and returning the cones to the Street Department. Applicant may call 816.380.8951 between 7 a.m. and 4 p.m. to make arrangements.**
- 4. The noise level must be kept to a minimum level not to annoy or alarm surrounding neighborhoods.**
- 5. No commercialism or vendors are allowed during event hours.**
- ~~6. No open flames are allowed in the street as per City of West Haven Ordinance 7-148.~~**
- 7. The consumption of alcoholic beverages is allowed only during event hours and only by parties 21 years of age. Absolutely no kegs are allowed on city streets.**
- ~~9. The street must maintain a twelve foot open lane for emergency vehicles.~~**
- 8. The permit issued by the City Administrator must be available at all times and presented to the Police or Fire Dept. upon request**

CITY OF HARRISONVILLE

BLOCK PARTY WAIVER HOLD HARMLESS AGREEMENT & RELEASE OF LIABILITY

In consideration for the privilege of participating in a block party at 2412 Twin Oaks Dr Harrisonville Mo, the undersigned hereby agrees that:

1. I understand that there are inherent risks involved in a block party, including the risk of serious physical injury or death and **I FULLY ASSUME ALL RISKS ASSOCIATED WITH A BLOCK PARTY**, including but not limited to: [lack of cones; potholes; street conditions; electrical issues; trip hazards; alcohol; loud music; fire; explosions; collisions with vehicles, barriers, volunteers, other patrons and spectators; equipment failure; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; and the like.
2. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF HARRISONVILLE, MISSOURI AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from my use of the city street to host the block party, **INCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE CITY OF HARRISONVILLE, MISSOURI AND THEIR AGENTS, SERVANTS OR EMPLOYEES**. If the event provides for bounce houses, rides, animals, or activities/competitions with any predictable risk of injury that may take place on City property, the Block Party organizers must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00) to the City Clerk at least five (5) days prior to the event date. Failure to meet this requirement shall make the permit null and void.
3. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE THE CITY OF HARRISONVILLE, MISSOURI AND THEIR AGENTS, SERVANTS OR EMPLOYEES** for money damages for personal injury sustained by me while using the city street to host a block party **EVEN IF DUE TO THE NEGLIGENCE OF CITY OF HARRISONVILLE, MISSOURI AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.
3. The City of Harrisonville Police Department reserves the right and has the authority to shut down, cancel and or terminate this event at any time. The City of Harrisonville Police Department also has the right to decline any future events, if this event causes any calls for service or creates a hazard or nuisance to neighbors and or complainants.

CITY OF HARRISONVILLE

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

9/11
DATE
PARTICIPANT'S SIGNATURE
2409 Twin Oaks Dr.
ADDRESS

Allison Schnell
PARTICIPANT'S PRINTED NAME
720-427-4064
PHONE NUMBERS

9/11
DATE
PARTICIPANT'S SIGNATURE
2410 Twin Oaks Dr
ADDRESS

Randy Lawson
PARTICIPANT'S PRINTED NAME
816-674-6480
PHONE NUMBERS

9/12
DATE
PARTICIPANT'S SIGNATURE
2501 Twin Oaks Dr.
ADDRESS

Julie Call
PARTICIPANT'S PRINTED NAME
913-530-6170
PHONE NUMBERS

9/12
DATE
PARTICIPANT'S SIGNATURE
2500 Twin Oaks Dr
ADDRESS

Kim Borch
PARTICIPANT'S PRINTED NAME
816-716-1279
PHONE NUMBERS

CITY OF HARRISONVILLE

 9/12/17 Bonnie Schnelle Bonnie Schnelle
 DATE PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME
 2409 Twin Oaks Dr. 417-536-3560
 ADDRESS PHONE NUMBERS

 9-12-17 Jack Light JACK LIGHT
 DATE PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME
 2401 Twin Oaks Dr. 816 808 6834
 ADDRESS PHONE NUMBERS

 9/12/17 Tiffany Ford Tiffany Ford
 DATE PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME
 2404 Twin Oaks Dr. 816-812-1253
 ADDRESS PHONE NUMBERS

 9-12-17 Shirley Strausbaugh SHIRLEY STRAUSBAUGH
 DATE PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME
 2408 Twin Oaks Dr. 816-255-0254
 ADDRESS PHONE NUMBERS

 9-12-17 Shayla McLirney Shayla McLirney
 DATE PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME
 2406 Twin Oaks Dr. 816 550-2250
 ADDRESS PHONE NUMBERS

 9-12-17 Jerry + Rose Todd Jerry + Rose Todd
 DATE PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME
 2411 Twin Oaks Dr. 816-738-1827
 ADDRESS PHONE NUMBERS

CITY OF HARRISONVILLE

9-14
DATEKimberly Turner
PARTICIPANT'S SIGNATUREKimberly Turner
PARTICIPANT'S PRINTED NAME2403 Twin Oaks Drive
ADDRESS Harrisonville, MO 64701816-738-7906
PHONE NUMBERS

9/20
DATERobert Matthews
PARTICIPANT'S SIGNATUREROBERT MATTHEWS
PARTICIPANT'S PRINTED NAMEADDRESS
2503 TWIN OAKS DR
HARRISONVILLE, MO 64701816-884-2644
PHONE NUMBERS

Attachment: Twin Oaks Block Party 2017 (Twin Oaks Block Party 2017)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: October 10, 2017
SUBJECT: Veteran's Day Recognition 2017

Type of Item: *Approval*

Issue: The applicant, Andrea Murphy from Serenity Care Hospice, has requested permission to host a Veteran's Day Recognition event on the historic Harrisonville square on Saturday November 11, 2017 in conjunction with Veteran's Day. The event will run from approximately 10:00 am until noon.

Background: This event has occurred several times annually on the Harrisonville square with no noted complaints or concerns in the past. The applicant is anticipating a crowd size of approximately 300.

The applicant is proposing blocking the west side of the square and the area near the doughboy statue. The remaining sides of the square will remain open to vehicular traffic. The applicant has requested a police escort as they travel to the different Memorial sites throughout the community and this can easily be handled by on duty patrol personnel. The street department will stage the street closure materials and it will be the responsibility of the applicant to set-up and remove these closures for the event.

Recommendation: With no noted complaints or concerns with previous events staff is recommending approval for this event.

C. Action Item (ID # 2671)

Special Event Permit: Veterans Day Recognition 2017

Attachments:

Veteran's Day Event Permit 2017 (PDF)

CITY OF HARRISONVILLE, MISSOURI BLOCK PARTY APPLICATION

Applicant's Name: (Print) Kairy Foreman

FILING PERIOD: An application for a Block Party Permit shall be filed with the City Clerk not less than fourteen (14) days prior to the event

Address: 2412 Twin Oaks Dr Harrisonville Mo 64701

Contact Numbers: 619-850-5692

Email: KairyC76@yahoo.com

Date of Event: 10/28/17

Rain Date of Event: none

Requested Times: 4:00 pm to 9:00 p.m.

Requested Street Closed: Twin Oaks Drive

Between: 2503 & 2403

Circle One:

Have you hosted a block party in the past?

YES

NO

Did you complete hold harmless waiver?

YES

NO

Will there be music at this event?

YES

NO

Have you read the Rules & Regulations?

YES

NO

The **Harrisonville Police Department** reserves the right and has the authority to shut down, cancel and/or terminate this event at any time. The Harrisonville Police Department also has the right to decline any future events, if this event causes any calls for service or creates a hazard or nuisance to neighbors and or complainants.

Questions or Concerns - _____

09/27/17
DATE

Kairy Foreman
Applicant's Signature

Attachment: Veteran's Day Event Permit 2017 (Veteran's Day Recognition 2017)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: October 11, 2017
SUBJECT: Timber Dr. Extension

Type of Item: *Approval*

Harrisonville Villas Development has requested that the city waive the requirement for them to extend Timber Dr. and the adjacent sidewalk to the west property line and allow it stop as is at the intersection with their private drive. The improvement costs have exceeded expectations and this will help them to meet the budget shortfall. The Planning and Zoning Commission reviewed this request and after discussion recommended approval.

The Villas had also requested that the city install the sidewalk along Jefferson Parkway, but after review it will be cheaper for the Villas to do it than the city or a city contractor.

A variance such as this has to be approved by the Planning & Zoning Commission and the Board of Aldermen.

Four buildings are now occupied.

Council Bill No. 65, Second Reading

Ordinance No.

**An Ordinance Authorizing a Variance for the Developer of the Harrisonville Villas
a Variance of the Approved Subdivision Plat By not Requiring Timber Drive to
Extend to the West Property Line**

WHEREAS, Harrisonville Villas is a Missouri Housing Development Commission ("MHDC") supplemented senior housing development with 48 residences on the north end of the City of Harrisonville, Missouri;

WHEREAS, the City approved the development plat improvement on July 5, 2016;

WHEREAS, Harrisonville Villas, LP (the "Developer") encountered some delays and extra expenses while building the affordable housing development:

WHEREAS, the Developer presented its request for a variance to the Planning and Zoning Commission to amend the requirement under the development plat and Development Agreement to extend Timber Dr. from the intersection of the private drive to the west property line of Harrisonville Villas and the adjacent sidewalk (the "Extension"), as required in City Code Sections 410.350 and 410.520, on August 17, 2017 (the "Sections");

WHEREAS, the Planning and Zoning Commission heard from the Developer on the extra expenses and delays, discussed in detail why the Extension will create an unwarranted economic hardship in completing the development, heard from the developer the budget constraints they are facing, discussed the Extension is not necessary or desirable for the advantageous development of the adjacent tracts, such that the Developer could be relieved of the requirement for the Extension with the variance, and voted to approve the requested variance and forward it to the Board of Aldermen;

WHEREAS, the Board of Aldermen find that the review, decision, and recommendation of the Planning and Zoning Commission for the approval of the variance should be sustained;

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

Section 1: That the Board sustains the recommendation of the Planning and Zoning Commission for a variance relieving the Developer of the requirement under the Sections to construct the Extension.

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

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 18TH DAY OF SEPTEMBER 2017 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 16TH DAY OF OCTOBER 2017 AND PASSED BY THE BOARD OF ALDERMEN THIS 16TH DAY OF OCTOBER 2017.

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

ATTEST:

Randy Jones, City Clerk

WITNESS my hand this 16th day of October 2017



Harrisonville Code of Ordinances Infrastructure Requirements

Section 410.350 Streets.

[Ord. No. 2766 §1(120.350), 4-1-2002]

A.

In any new subdivision, the street layout shall conform to the arrangement, width and location indicated on the Comprehensive Plan. Streets shall be designed and located in proper relation to existing and proposed streets, to the terrain, to such natural features as streams and tree growth, to public convenience and safety, to the proposed use of the land served by such streets and to the most advantageous development of the adjoining area. Each lot within the subdivision shall provide access to a dedicated public street unless otherwise allowed for in Section [410.340](#). Proposed streets shall extend to the boundary line of the tract being subdivided unless prevented by topography or other physical conditions; or unless in the opinion of the Planning and Zoning Commission such extension is not necessary or desirable for the coordination of the layout of the subdivision or for the advantageous development of the adjacent tracts.

Section 410.520 Sidewalks.

[Ord. No. 2766 §1(120.520), 4-1-2002]

A.

A sidewalk shall be constructed on both sides of all streets as designated during the platting process for all residential developments. Sidewalk requirements for all non-residential developments shall be determined during the development process. However, in the interest of a better arrangement of pedestrian circulation and to accommodate special design features of the development, this requirement may be waived if the development is part of a plan approved by the City. Also, sidewalks may be required exceeding the above standards if they are necessary to complete pedestrian ways across a lower density development. Sidewalks in residential developments shall be constructed prior to the issuance of a certificate of occupancy. The design and installation of sidewalks shall meet all State and Federal requirements. Sidewalks shall be constructed either in the street right-of-way or within an appropriate easement. The sidewalks shall be shown on the final plat and approved by the City.

Harrisonville Code of Ordinances Subdivision Regulations

Waivers.

Section 410.630 Appeals Generally.

[Ord. No. 2766 §1(120.630), 4-1-2002]

The subdivider of a proposed subdivision may appeal decisions made in the enforcement of these Subdivision Regulations by the Community Development Director or City Engineer to the Planning and Zoning Commission and by the Planning and Zoning Commission to the Board of Aldermen. Any such appeal shall provide a hearing de novo. In the event the Board of Aldermen sustains the Planning and Zoning Commission, the action of the Planning and Zoning Commission shall be final, except as otherwise provided by law. If the Board of Aldermen overrules the Planning and Zoning Commission, the Board of Aldermen shall make its decision, stating the reason therefore and return such decision and plat to the Planning and Zoning Commission for reconsideration and approval as required by law.

Section 410.640 Appeals On Improvement Standards.

[Ord. No. 2766 §1(120.640), 4-1-2002]

Any appeal as to the approval of standards or plans and engineering drawings in connection with required improvements shall be directed to the Board of Aldermen and that action shall be final.

Section 410.650 Waiver of Required Improvements.

[Ord. No. 2766 §1(120.650), 4-1-2002]

Any waiver of the required improvements may be made only by the Board of Aldermen on a showing that such improvement is technically not feasible.

Section 410.660 Waivers.

[Ord. No. 2766 §1(120.660), 4-1-2002]

A.

In cases in which there is unwarranted hardship in carrying out the literal provisions of these Subdivision Regulations as to design criteria, e.g., lot width, lot depth, block length, etc., the Planning and Zoning Commission may recommend a waiver from such provision. The Planning and Zoning Commission shall give the applicant or any other interested person an opportunity to be heard with respect to the request for a waiver.

1.

The Planning and Zoning Commission shall not recommend a waiver unless it shall find that the strict application of these Subdivision Regulations will create an unwarranted hardship and unless the proposed waiver is in harmony with the intended purpose of these Subdivision Regulations and that the public safety and welfare will be protected.

2.

Waivers permitted under the provisions of this Section shall not include waivers from the requirements of making improvements required in these regulations, the standards or specifications thereof, nor from the provisions of the Subdivision Code of the City, except as to waivers for minimum lot width and/or area requirements. Consideration of an application for a waiver pursuant to this Section does not relieve the applicant from the necessity of proceeding under the applicable provisions of any other regulations (including zoning regulations) of the City relating to variances and waivers.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: August 16, 2017
SUBJECT: Chapter 430 Complete Revision

Type of Item: *Approval*

Chapter 430 is the Urban Redevelopment Regulation section of the Code of Ordinances. When referring to the Chapter during the Harrisonville Senior Villas redevelopment at the old hospital, some issues were found that needed to be corrected and in doing so it was better to change a number of items associated with the Chapter (see revisions). City Attorney Fairfield completed the revisions and it has been reviewed by staff.

Community Development is recommending adoption after they reviewed the changes and made one of their own.

Council Bill No. 67, Second Reading

Ordinance No.

An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing Chapter 430 of the City Code and Enacting in lieu thereof an Amended Chapter 430 Urban Redevelopment Regulations of the City of Harrisonville, Missouri and Establishing an Effective Date.

WHEREAS, the City of Harrisonville, Missouri (“City”) desires to allow redevelopment through certain funding mechanisms authorized by state law;

WHEREAS, the City desires to define the process for a developer seeking approval from the Board under the requirements of Chapter 353 RSMo. for blighted areas;

WHEREAS, the City has reviewed the current Chapter 430 and found that amendments were needed to clarify and amend certain requirements of the Chapter and to allow the city more flexibility and time to conduct its analysis of a proposed project;

WHEREAS, the Community Development Committee reviewed the recommendations of City staff at the August 15, 2017 meeting and recommend to the Board approval of the amended Chapter 430 as set forth in Exhibit A attached hereto;

WHEREAS the City of Harrisonville Board of Aldermen, after careful and due deliberation, concludes that amending Chapter 430 as set forth in Exhibit A below would be in the best interest of the City.

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

Section 1: The Board of Alderman (“Board”) hereby repeals Chapter 430 of the Code of Ordinances and enacts in lieu thereof an amended Chapter 430 as provided in EXHIBIT A, which is attached to this ordinance, and incorporated herein by reference.

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.

Section 4: Effective Date. That this order shall become effective immediately upon its passage and approval.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 2ND DAY OF OCTOBER 2017 AND READ FOR A SECOND TIME BY TITLE ONLY ON THE 16TH DAY OF OCTOBER 2017. VOTE TAKEN AS FOLLOWS:

AYE:

NAY:

ABSENT:

ABSTAIN:

PASSED BY THE BOARD OF ALDERMEN THIS 16TH DAY OF OCTOBER 2017.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 16th day of October 2017.

Chapter 430. Urban Redevelopment Regulations

Section 430.040. Procedural Requirements.

[Ord. No. 2764 §1(140.040), 4-1-2002]

- A. *Submission Of Application.* Three (3) applications for approval of a development plan pursuant to the provisions of this Chapter and Chapter 353, RSMo., shall be filed by the Redevelopment Corporation (a.k.a. the “urban redevelopment corporation”) at the office of the City Clerk. Additional copies may be requested as necessary to allow adequate review. Concurrent with such filing, the applicant shall file an application for rezoning to the appropriate land use district in accordance with the requirements of the zoning regulations of the City of Harrisonville (a.k.a the “City”) if the current zoning of the proposed development project is incompatible with the proposed development plan.
- B. *Contents Of Application.* An application for approval of a development plan shall contain the following supporting information:
 1. A development plan of the property which shall include the following information:
 - a. A legal description of each parcel of land included in the proposed redevelopment area and a legal description of all property proposed to be acquired by eminent domain and a statement outlining the reasons why eminent domain is requested.
 - b. A proposed phasing or staging plan for the development project, if more than one (1) phase or stage is intended, and the time schedule for acquisition, commencement and completion of each phase or stage.
 - c. Existing structures to be demolished, retained and renovated and the time schedule for each.
 - d. Proposed new construction including, but not limited to, type of building (i.e., residential, commercial, industrial, office building heights, square footage, parking space).
 - e. Public improvements proposed with the development plan, including any proposed changes in existing public facilities, including, but not limited to, streets, sidewalks and utilities.
 - f. Amenities proposed to be included with the development.
 - g. Necessary zoning changes.
 2. A blight study prepared in accordance with the requirements of Section 430.060 of this Chapter.

3. A relocation plan in accordance with the requirements of Section 430.070 of this Chapter.
4. Appraisals of all parcels of property proposed for acquisition in accordance with the requirements of Section 430.080 of this Chapter.
5. An affidavit from the Redevelopment Corporation certifying financial capability of the redevelopment corporation to complete the development project as proposed in accordance with the requirements of Section 430.100. In addition, a professional market study shall be performed by a qualified company and customized for the Harrisonville market demonstrating the financial and market feasibility of the proposed new development project.
6. A study analyzing post development project tax impact versus current tax levels to fully justify the tax abatement as economically essential to the proposed development project and assessing the impact of abatement on all taxing jurisdictions. This document shall also be provided as the basis for determining any in-lieu-of tax payments to be made by the Redevelopment Corporation during the period of abatement. A statement from the applicant indicating a willingness to make payments in lieu of taxes as necessary. Submittal of copies of return receipts indicating notice has been given to all taxing jurisdictions in accordance with the requirements of Section 430.090 herein.
7. A provision for the disposition of surplus earnings of the Redevelopment Corporation as provided in Chapter 353, RSMo.
8. Identification, including background and experience of the individuals who will be responsible for the management of the development plan and the development therein.
9. Certificate of Incorporation of the Redevelopment Corporation, including a certified copy of the articles of incorporation, names and addresses of the officers, directors and registered agent, and any owner, partner, member or shareholder having any ownership in the Redevelopment Corporation.
10. A statement that each person or entity having a property interest of record (including any interest which is a security interest or any leasehold interest of record) and each occupant or resident in the project area has been given written notice of the filing of the development plan by depositing such notice in the regular United States mail, postage prepaid, addressed to such person or entity having a property interest of record at the address indicated in the records of the Recorder's office of Cass County in which the property is located and addressed to each occupant at the address of such occupant in the project area.

11. A deposit of five hundred dollars (\$500.00) plus one hundred dollars (\$100.00) per individual tract of ground included in the proposed redevelopment. The applicant shall also pay in advance to the City of Harrisonville a deposit and such additional sums necessary to cover costs for the City to engage independent professional services to assist in the review of the application, to conduct an analysis of the impact on City Services, financial and market feasibility, the financial capability of the Redevelopment Corporation to complete the development project, and the review of the ownership and management of the Redevelopment Corporation (“Professional Review”).
12. Any additional information from time to time which is deemed necessary.

C. *Review Process.*

1. *Filing application and review.* Upon receipt of the application, the City Clerk shall refer the application to the City Administrator and City Attorney for a determination that all required information has been submitted. A public hearing on said application shall be scheduled at the direction of the Mayor before the Board of Aldermen no later than ninety (90) days, except as provided in this Chapter, after determining the application and the Professional Review are complete (the “Public Hearing”).
2. *Initial Development Plan Review.* After the application and the Professional Review are complete, and prior to submittal to the Board, the development plan, at the discretion of the Mayor, may be reviewed by the Mayor, City Administrator, Community Development Director, and City Attorney, who may require the developer or Redevelopment Corporation to provide additional information. Such information must be provided to the City by the developer and Redevelopment Corporation prior to the scheduling of the Public Hearing, and the date of such Public Hearing may be postponed until such additional information requested is provided to the City. The Mayor may also create a committee of the Board to have an initial hearing on the development plan, which may determine that additional information should be provided by the developer or Redevelopment Corporation prior to the scheduling of the Public Hearing, and the date of such Public Hearing may be postponed until such additional information requested is provided to the City.
2. *Public notice.* A notice of said Public Hearing shall be published in a newspaper having a general circulation in the City of Harrisonville providing no less than fifteen (15) days' notice of the time and place of hearing before the Board of Aldermen. Applicant shall be required to give notice by mail to all property owners and occupants in the redevelopment area, to the taxpayers listed on the County tax rolls for any hearings before the Board of Aldermen no less than thirty (30) days before the date of the hearing. Applicant shall be notified in sufficient time of the date of the public hearing to give the mailed noticed required herein to the property owners and occupants in the redevelopment area. Evidence of mailing of notices for each and every public hearing shall be given to the City, and should the applicant fail to provide

the evidence of mailing of notices, the Public Hearing shall be postponed until such time as the applicant provides satisfactory evidence of mailing of notices.

3. *Board of Aldermen.* The Board of Aldermen shall have the following duties and responsibilities:
 - a. A development plan shall not be recommended for approval by the Board of Aldermen until and unless the Board makes the following determinations:
 - (1) *Necessity.* That the area within which the redevelopment is to be made is blighted and that redevelopment in accordance with this development plan is necessary or advisable to effectuate the purposes declared in Section 430.010 of this Chapter.
 - (2) *Compliance with the Comprehensive Plan.* That the development complies with the Comprehensive Plan of the City.
 - (3) *Sufficient size.* That the area is of sufficient size to allow its redevelopment in an efficient and economically satisfactory manner.
 - (4) *Stages of plan.* That the various stages, if any, by which the redevelopment is proposed to be constructed or undertaken as stated in the development plan are practical and in the public interest.
 - (5) *Public facilities.* That public facilities, including, but not limited to, school, fire, water, sewer, Police, transportation, park, playground or recreation, are presently adequate, or will be adequate at the time that the redevelopment is ready for use, to service the area and if additional public facilities are deemed necessary, the Redevelopment Corporation is required to build all public improvements to support the proposed development.
 - (6) *Zoning, street changes.* That the proposed changes, if any, in the case of the zoning ordinance or map have been approved by the Planning and Zoning Commission and in streets or street levels or any proposed street closings, are necessary or desirable for the redevelopment and its protection against blighting influences and for the City as a whole.
 - (7) *Financial capability.* Evidence of existing financial capability to complete the project and provision for the continuing availability of funding in accordance with the requirements of Section 430.100 of this Chapter.
 - (8) *Relocation plan.* That the relocation plan submitted with the application complies with the requirements of Section 430.070 of this Chapter.

- (9) Notice to taxing authorities. That proper notice has been given to all taxing jurisdictions as required in Section 430.090(A) of this Chapter.
 - (10) Payments in lieu of taxes. Approve and authorize execution of any agreement between the City and the applicant regarding payments in lieu of taxes.
 - (11) That the area included within a development plan is a blighted area and that the clearance, redevelopment, replanning, rehabilitation or reconstruction thereof is necessary for the public convenience and necessity
 - (12) That if a Redevelopment Corporation or developer seeks to acquire all or any part of the real property within a blighted area by exercise of the power of eminent domain, such acquisition is for the public convenience and necessity.
 - (13) That approval of the development plan and construction of the redevelopment project are necessary for the preservation of the public health, safety and general welfare.
- b. Upon making the findings and the declaration required, the Board of Aldermen shall consider an ordinance approving the development plan. If the Board of Aldermen approves the ordinance, the Board of Aldermen shall authorize the Mayor to enter into a contract with the Redevelopment Corporation on behalf of the City (the "Contract"), such Contract to contain, among other provisions, the provisions as embodied in the plan, the approving ordinance, a provision that the applicable provisions of this Chapter shall be incorporated by reference into such Contract, a provision outlining any required payments in lieu of taxes, a provision pertaining to non-compliance remedy of breach of contract as more particularly stated in Section 430.130 and a provision that the terms, conditions or provisions of the Contract can be neither modified nor eliminated except by mutual agreement between the City and the Redevelopment Corporation; provided however, that no such Contract shall be construed as an enlargement of the authority conferred upon the City by Chapter 353, RSMo. The City at its discretion may require the Redevelopment Corporation or developer to advance such sums necessary to for the City to engage an independent attorney to draft and negotiate the terms of the Contract.

Section 430.050. Plan Implementation.

[Ord. No. 2764 §1(140.050), 4-1-2002]

- A. *Certification Of Public Convenience And Necessity For Corporation To Acquire Property By Eminent Domain.* If the Redevelopment Corporation proposing a development plan

seeks to acquire all or any part of the real property described in the development plan by eminent domain, the Board of Aldermen shall, by the ordinance approving such plan, determine that the public convenience and necessity will be served by the development plan and the redevelopment project and shall grant to such Redevelopment Corporation a certificate of public convenience and necessity authorizing and empowering such Redevelopment Corporation to acquire by the exercise of eminent domain such real property in fee simple or other estate; provided that such real property shall be devoted to the purposes and uses described in the development plan. The Redevelopment Corporation may thereafter exercise the power of eminent domain in the manner provided for corporations in Revised Statutes of Missouri or it may exercise the power of eminent domain in the manner provided by any other applicable statutory provision. Property already devoted to a public use may be acquired in like manner, provided that no real property belonging to the City or to the State or any other political subdivision thereof may be acquired without its consent.

B. *Commission To Check Compliance, Make Reports, Adopt Rules And Regulations.*

1. Investigation and reports. It shall be the duty of the City Administrator, after a development plan has been approved by the Board of Aldermen, to investigate and report to the Board of Aldermen semi-annually during construction of the redevelopment project whether the Redevelopment Corporation is fully complying with the approved development plan, the Contract and this Chapter.
2. Compliance with time schedule. The Redevelopment Corporation shall comply with the time schedule or staging plan approved with the development plan, including the time schedule for acquisition, commencement and completion of each phase or stage. Upon application for an extension of time by the Redevelopment Corporation, the Board of Aldermen, if deemed in the public interest, may with a three-fourths ($\frac{3}{4}$) majority vote grant to the Redevelopment Corporation operating under an approved development plan an extension of time in which to complete the development plan or any approved phase or stage. In the event an extension is denied and the Redevelopment Corporation cannot comply with the required time schedule, an ordinance to repeal the ordinance approving the development plan shall be considered.
3. Recommendation of certification. When a Redevelopment Corporation operating under an approved development plan has completed the redevelopment project in accordance with the provisions of the development plan, the City Administrator, upon the written request of such Redevelopment Corporation, shall conduct an investigation and if the City Administrator determines that the project has been completed, the City Administrator shall recommend to the Board of Aldermen that a certificate of full compliance be issued to the Redevelopment Corporation for each stage and the Board of Aldermen may authorize the City Administrator to issue a certificate of compliance which shall be conclusive evidence of compliance.

C. *Reports Required By Corporations.*

1. Every Redevelopment Corporation shall render annually to the City Clerk during the period of tax relief provided in Section 430.090 a financial report for the preceding year, verified under oath by the Redevelopment Corporation's certified public accountant, which report shall disclose the earnings of the Redevelopment Corporation and the disposition of any net earnings in excess of those provided for under Section 430.100 and the interest rate on income debenture bonds, notes or other evidence of debt of the Redevelopment Corporation, thereupon, the City Clerk shall forward the report to the City Administrator for review. Such financial reports shall be submitted not more than ninety (90) days after the Redevelopment Corporation's fiscal year end as specified in the application for approval of a development plan.
2. The Redevelopment Corporation shall annually file with the City Clerk a certified financial statement indicating compliance with Section 430.100 of this Chapter.
3. The Redevelopment Corporation shall report annually progress on property acquisition and the occupants displaced by the Redevelopment Corporation by name and address and specify the relocation benefits provided to each occupant.

Section 430.060. Supporting Evidence of Blight.

[Ord. No. 2764 §1(140.060), 4-1-2002]

Any application for approval of a development plan shall be supported by factual evidence that the area is a blighted area as defined by Chapter 353, RSMo. Evidence must be complete prior to any Public Hearing to allow the Board to make a finding of blight as required by Statute and this Chapter.

Section 430.070. Relocation Plan.

[Ord. No. 2764 §1(140.070), 4-1-2002]

- A. General. Every Redevelopment Corporation which requests the power of eminent domain for any part of the project area shall submit a relocation plan as part of the development plan.
- B. Contents Of Plan. The relocation plan shall outline specific requirements and procedures for handling displacement in each of the following instances: owner-occupied residential units, renter-occupied residential units, owner-occupied businesses, renter-occupied businesses or any combination of the above.
- C. Relocation Payments. Payments shall be made to all displaced occupants, except those occupants who have agreed to waive their relocation benefits for payments made for the purpose of real property or other mutually agreeable settlement. A displaced occupant who lives on a business property shall be eligible for both a payment as a dwelling occupant and a payment with respect to the business operation.

- D. Review Of The Relocation Plan. In reviewing any plan proposed, the City retains the right to determine the adequacy of the proposal and, if appropriate, require additional elements to be provided therein.
- E. Reporting Requirements. The Redevelopment Corporation shall submit to the City Clerk a relocation progress report on an annual basis during the entire relocation process and until such time as the Board of Aldermen certifies that all relocation needs have been met. Such progress report shall demonstrate and document compliance with the approved relocation plan. The report shall be certified by affidavit of a corporate officer.

Section 430.080. Acquisition of Real Property.

[Ord. No. 2764 §1(140.080), 4-1-2002]

- A. General. At the time of filing a development plan which provides for the acquisition of property by eminent domain, the Redevelopment Corporation shall certify that, as a condition of approval of the plan, it shall make every reasonable effort and good faith attempt to acquire the real property expeditiously by negotiation and ensure that owners of real property to be acquired are treated fairly and consistently. Further, the Redevelopment Corporation shall submit a property acquisition schedule on a parcel-by-parcel basis for the development area.
- B. Appraisal. The Redevelopment Corporation's appraisal of "fair market value" shall be based upon nationally recognized appraisal standards and techniques consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Missouri. The owner shall be notified, in writing, of all appraisals and be extended the opportunity to accompany the appraiser on their inspection.
- C. Offer Of Just Compensation. Promptly after establishment of just compensation the Redevelopment Corporation shall transmit a written purchase offer with a copy of the approved appraisal to the owner and furnish the City with proof such offer was received. The Redevelopment Corporation shall make every reasonable effort to meet with the owner or their representative to discuss the basis for the determination of just compensation and attempt to arrive at a negotiated purchase price. Should such negotiations continue for a period greater than ninety (90) days, either the owner or the Redevelopment Corporation may elect to proceed with eminent domain proceedings.
- D. Mandatory Purchase By Corporation. Upon submittal of the development plan or at any time thereafter during the life of the project, any property owner wishing to sell their property and relocate immediately may notify the Redevelopment Corporation of such in writing. Upon receipt of the request, the Redevelopment Corporation shall in good faith attempt to purchase by negotiation said property subject to eminent domain. If a sale of the property cannot be consummated within ninety (90) days, the corporation shall proceed forthwith to file a proceeding in condemnation.

Section 430.090. Tax Relief For Redevelopment Corporations.

[Ord. No. 2764 §1(140.090), 4-1-2002]

- A. Notice To Taxing Authority. In addition to the notification requirements of Section 430.040, written notice shall be given by the Redevelopment Corporation to all taxing authorities within the area that is the subject of the development plan. A separate notice shall be given prior to the filing of the development plan and the Public Hearing before the Board of Aldermen. Certification of notice shall be provided to the City Clerk at the time of filing the development plan and to the Board of Aldermen prior to the hearings before each body.
- B. Full Exemption. Once the requirements of this Section have been complied with, the real property of urban redevelopment corporations acquired pursuant to this Chapter may be subject to full exemption of taxes for a period of up to ten (10) years as provided by Chapter 353, RSMo, and pursuant to the Contract with the City.
- C. Property Already Exempt. In the event, however, that any such real property was tax exempt immediately prior to ownership by any urban redevelopment corporation, the County Assessor shall assess the property as provided by Chapter 353, RSMo.
- D. Partial Exemption. For the next ensuing period not in excess of fifteen (15) years, ad valorem taxes upon such real property shall be measured as provided by Chapter 353, RSMo., and pursuant to the Contract with the City.
- E. Full Assessment. After a period totaling not more than twenty-five (25) years, such real property shall be subject to assessment and payment of all ad valorem taxes as provided by Chapter 353, RSMo.
- F. Tax Agreements By Corporations. In the course of considering any development plan for approval, the Board of Aldermen shall consider any agreement, in writing, on behalf of the Redevelopment Corporation presenting such plan that, notwithstanding the provisions of the Missouri Redevelopment Corporations Law, it will make payments in lieu of real property taxes to the appropriate taxing bodies in such amount which, together with the real property taxes to be paid on the land for the first ten (10) years, shall, as a minimum, equal the total real property taxes on the land and improvements during the tax year immediately preceding purchase of the property by the corporation; however, such sum may actually in fact exceed the current level of taxes.

Section 430.100. Financial Restrictions On Corporation.

[Ord. No. 2764 §1(140.100), 4-1-2002]

Financial Capability. Proof of financial capability to complete the project shall include a description of the method by which the developer proposes to obtain the financing necessary to complete the project and the developer's proposed equity interest in the project. Further, this

information shall be related to the market feasibility and proposed tax abatement to allow analysis of the project's financial feasibility.

Section 430.110. Prerequisites To Amendment of An Approved Development Plan.

[Ord. No. 2764 §1(140.110), 4-1-2002]

The Board of Aldermen shall review any amendment to a development plan previously approved by ordinance. No such amendment shall be reviewed and no action shall be taken by the Board of Aldermen, unless and until an application for amendment has been filed with the City Clerk by the Redevelopment Corporation or its assignee containing those portions of the statements and information required by Section 430.040 of this Chapter relevant to the proposed amendment and unless and until the Board of Aldermen shall make the determinations required by Section 430.040 relevant to the proposed amendment. The notice requirements of Section 430.040 shall also apply.

Section 430.120 Disposal of Property.

[Ord. No. 2764 §1(140.120), 4-1-2002]

Any urban redevelopment corporation may sell or otherwise dispose of any or all of the real property acquired by it for the purposes of a redevelopment project as provided by Chapter 353, RSMo.

Section 430.130 Remedies For Failure To Follow Plan or Breach of Contract.

[Ord. No. 2764 §1(140.130), 4-1-2002]

Whenever any person or Redevelopment Corporation or its grantee or assignees operating under an approved development plan does not substantially comply with the development plan or with any contract entered into pursuant to the regulations contained herein, then such non-compliance shall immediately be certified by the Board of Aldermen which shall direct the City Administrator to notify said Redevelopment Corporation, its successors, grantees and assignees who is the then current responsible party to the Contract with the City by certified mail to the last known address that it has been found in non-compliance and giving thirty (30) days' notice to correct said non-compliance. The thirty (30) day period shall begin on the date notice is posted. If the non-compliance has not been remedied within the thirty (30) day period, the Board of Aldermen may authorize an attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure or omission or threatened action or omission stopped, prevented or rectified by injunction or otherwise or bring an action for damages, including punitive damages against the urban redevelopment corporation for breach of any of the provisions of the redevelopment plan; provided that in the event that the Board of Aldermen determines that the

Redevelopment Corporation has abandoned construction before completion of the project in accordance with the terms of an approved development plan, a declaration of abandonment shall be filed with the Recorder's office in the appropriate County and the real property thereafter included in the plan shall be subject that date to assessment and payment of all ad valorem taxes based on the true value of such real property.

Section 430.140 Amendments To Chapter.

[Ord. No. 2764 §1(140.140), 4-1-2002]

- A. Amendments to this Chapter shall be approved by the Board of Aldermen. At such time as an amendment is recommended, it shall be scheduled for public hearings before the Board of Aldermen with fifteen (15) days' notice of the date, time and place of each hearing published in a newspaper having a general circulation of the City of Harrisonville.
- B. The Board of Aldermen shall hold a public hearing regarding the proposed amendment. Upon considering the evidence presented in the public hearing, the Board of Aldermen may either continue, for good cause, its action upon such an amendment to a date specific or approve or deny such amendment. Approval of the amendment shall be by ordinance.

Chapter 430. Urban Redevelopment Regulations

Section 430.040. Procedural Requirements.

[Ord. No. 2764 §1(140.040), 4-1-2002]

- A. *Submission Of Application.* Three (3) applications for approval of a development plan [pursuant to the provisions of this Chapter and Chapter 353, RSMo.](#), shall be filed by the [Redevelopment Corporation \(a.k.a. the “urban redevelopment corporation”\)](#) at the office of the City Clerk. Additional copies may be requested as necessary to allow adequate review. Concurrent with such filing, the applicant shall file an application for rezoning to the appropriate land use district in accordance with the requirements of the zoning regulations of the City of Harrisonville [\(a.k.a the “City”\)](#) if the current zoning of the proposed [development](#) project is incompatible with the proposed development plan.
- B. *Contents Of Application.* An application for approval of a development plan shall contain the following supporting information:
 1. A development plan of the property which shall include the following information:
 - a. A legal description of each parcel of land included in the proposed redevelopment area and a legal description of all property proposed to be acquired by eminent domain and a statement outlining the reasons why eminent domain is requested.
 - b. A proposed phasing or staging plan for the development [project](#), if more than one (1) phase or stage is intended, and the time schedule for acquisition, commencement and completion of each phase or stage.
 - c. Existing structures to be demolished, retained and renovated and the time schedule for each.
 - d. Proposed new construction including, but not limited to, type of building (i.e., residential, commercial, industrial, office building heights, square footage, parking space).
 - e. Public improvements proposed with the development [plan](#), including any proposed changes in existing public facilities, including, but not limited to, streets, sidewalks and utilities.
 - f. Amenities proposed to be included with the development.
 - g. Necessary zoning changes.
 2. A blight study prepared in accordance with the requirements of Section [430.060](#) of this Chapter.

3. A relocation plan in accordance with the requirements of Section [430.070](#) of this Chapter.
4. Appraisals of all parcels of property proposed for acquisition in accordance with the requirements of Section [430.080](#) of this Chapter.
5. An affidavit from the [Redevelopment eCorporation](#) certifying financial capability of the redevelopment corporation to complete the [development](#) project as proposed in accordance with the requirements of Section [430.100](#). In addition, a market study demonstrating the financial and market feasibility of the proposed new development project.
6. A study analyzing post [development](#) project tax impact versus current tax levels to fully justify the tax abatement as economically essential to the proposed [development](#) project and assessing the impact of abatement on all taxing jurisdictions. This document shall also be provided as the basis for determining any in-lieu-of tax payments to be made by the [Redevelopment eCorporation](#) during the period of abatement. A statement from the applicant indicating a willingness to make payments in lieu of taxes as necessary. Submittal of copies of return receipts indicating notice has been given to all taxing jurisdictions in accordance with the requirements of Section [430.090](#) herein.
7. A provision for the disposition of surplus earnings of the [Redevelopment eCorporation](#) as provided in Chapter 353, RSMo.
8. Identification, including background and experience of the individuals who will be responsible for the management of the development plan and the development therein.
9. Certificate of Incorporation of the Redevelopment Corporation, including a certified copy of the articles of incorporation, names and addresses of the officers, directors and registered agent, ~~and any owner, partner, member or shareholder having more than five percent (5%) ownership in the Redevelopment Corporation.~~
10. A statement that each person or entity having a property interest of record (including any interest which is a security interest or any leasehold interest of record) and each occupant or resident in the project area has been given written notice of the filing of the development plan by depositing such notice in the regular United States mail, postage prepaid, addressed to such person or entity having a property interest of record at the address indicated in the records of the Recorder's office of Cass County in which the property is located and addressed to each occupant at the address of such occupant in the project area.
11. A deposit of five hundred dollars (\$500.00) plus one hundred dollars (\$100.00) per individual tract of ground included in the proposed redevelopment. [The applicant](#)

shall also pay in advance to the City of Harrisonville a deposit and such additional sums necessary to cover costs for the City to engage independent professional services to assist in the review of the application, to conduct an analysis of the impact on City Services, financial and market feasibility, the financial capability of the Redevelopment Corporation to complete the development project, and the review of the ownership and management of the Redevelopment Corporation ("Professional Review"). to a maximum of one thousand five hundred dollars (\$1,500.00) which shall be used to cover costs associated with the review of the application.

12. Any additional information from time to time which is deemed necessary.

C. *Review Process.*

1. *Filing application and review.* Upon receipt of the application, the City Clerk shall refer the application to the City Administrator and City Attorney for a determination that all required information has been submitted. A public hearing on said application shall be scheduled at the direction of the Mayor before the Board of Aldermen no later than ~~sixty-ninety~~ (690) days after determining the application and the Professional Review is are complete (the "Public Hearing").
2. *Initial Development Plan Review.* After the application and the Professional Review are complete, and prior to submittal to the Board, the development plan, at the discretion of the Mayor, may be reviewed by the Mayor, City Administrator, Community Development Director, and City Attorney, who may require the developer or Redevelopment Corporation to provide additional information. Such information must be provided to the City by the developer and Redevelopment Corporation prior to the scheduling of the Public Hearing, and the date of such Public Hearing may be postponed until such additional information requested is provided to the City. The Mayor may also create a committee of the Board to have an initial hearing on the development plan, which may determine that additional information should be provided by the developer or Redevelopment Corporation prior to the scheduling of the Public Hearing, and the date of such Public Hearing may be postponed until such additional information requested is provided to the City.
2. *Public notice.* A notice of said ~~p~~Public ~~H~~earing shall be published in a newspaper having a general circulation in the City of Harrisonville providing no less than fifteen (15) days' notice of the time and place of hearing before the Board of Aldermen. Applicant shall be required to give notice by mail to all property owners and occupants in the redevelopment area, to the taxpayers listed on the County tax rolls for any hearings before the Board of Aldermen no less than thirty (30) days before the date of the hearing. Applicant shall be notified in sufficient time of the date of the public hearing to give the mailed noticed required herein to the property owners and occupants in the redevelopment area. Evidence of mailing of notices for each and every public hearing shall be given to the City, and should the applicant fail to provide the evidence of mailing of notices, the Public Hearing shall be postponed until such time as the applicant provides satisfactory evidence of mailing of notices.

3. *Board of Aldermen.* The Board of Aldermen shall have the following duties and responsibilities:
- a. A development plan shall not be recommended for approval by the Board of Aldermen until and unless the Board makes the following determinations:
 - (1) *Necessity.* That the area within which the redevelopment is to be made is blighted and that redevelopment in accordance with this development plan is necessary or advisable to effectuate the purposes declared in Section 430.010 of this Chapter.
 - (2) *Compliance with the Comprehensive Plan.* That the development complies with the Comprehensive Plan of the City.
 - (3) *Sufficient size.* That the area is of sufficient size to allow its redevelopment in an efficient and economically satisfactory manner.
 - (4) *Stages of plan.* That the various stages, if any, by which the redevelopment is proposed to be constructed or undertaken as stated in the development plan are practical and in the public interest.
 - (5) *Public facilities.* That public facilities, including, but not limited to, school, fire, water, sewer, Police, transportation, park, playground or recreation, are presently adequate, or will be adequate at the time that the redevelopment is ready for use, to service the area and if additional public facilities are deemed necessary, the [Redevelopment eCorporation](#) is required to build all public improvements to support the proposed development.
 - (6) *Zoning, street changes.* That the proposed changes, if any, in the case of the zoning ordinance or map have been approved by the Planning and Zoning Commission and in streets or street levels or any proposed street closings, are necessary or desirable for the redevelopment and its protection against blighting influences and for the City as a whole.
 - (7) *Financial capability.* Evidence of existing financial capability to complete the project and provision for the continuing availability of funding in accordance with the requirements of Section 430.100 of this Chapter.
 - (8) *Relocation plan.* That the relocation plan submitted with the application complies with the requirements of Section 430.070 of this Chapter.
 - (9) *Notice to taxing authorities.* That proper notice has been given to all taxing jurisdictions as required in Section 430.090(A) of this Chapter.

- (10) Payments in lieu of taxes. Approve and authorize execution of any agreement between the City and the applicant regarding payments in lieu of taxes.
 - (11) That the area included within a development plan is a blighted area and that the clearance, redevelopment, replanning, rehabilitation or reconstruction thereof is necessary for the public convenience and necessity
 - (12) That if a [Redevelopment eCorporation](#) or [developer](#) seeks to acquire all or any part of the real property within a blighted area by exercise of the power of eminent domain, such acquisition is for the public convenience and necessity.
 - (13) That approval of the development plan and construction of the redevelopment project are necessary for the preservation of the public health, safety and general welfare.
- b. Upon making the findings and the declaration required, the Board of Aldermen shall consider an ordinance approving the development plan. If the Board of Aldermen approves the ordinance, the Board of Aldermen shall authorize the Mayor to enter into a contract with the [Redevelopment eCorporation](#) on behalf of the City (the "Contract"), such eContract to contain, among other provisions, the provisions as embodied in the plan, the approving ordinance, a provision that the applicable provisions of this Chapter shall be incorporated by reference into such eContract, a provision outlining any required payments in lieu of taxes, a provision pertaining to non-compliance remedy of breach of contract as more particularly stated in Section 430.130 and a provision that the terms, conditions or provisions of the eContract can be neither modified nor eliminated except by mutual agreement between the City and the [Redevelopment eCorporation](#); provided however, that no such eContract shall be construed as an enlargement of the authority conferred upon the City by Chapter 353, RSMo. [The City at its discretion may require the Redevelopment Corporation or developer to advance such sums necessary to for the City to engage an independent attorney to draft and negotiate the terms of the Contract.](#)

Section 430.050. Plan Implementation.

[Ord. No. 2764 §1(140.050), 4-1-2002]

- A. *Certification Of Public Convenience And Necessity For Corporation To Acquire Property By Eminent Domain.* If the [Redevelopment eCorporation](#) proposing a development plan seeks to acquire all or any part of the real property described in the development plan by eminent domain, the Board of Aldermen shall, by the ordinance approving such plan, determine that the public convenience and necessity will be served by the development

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plan and the redevelopment project and shall grant to such a [Redevelopment eCorporation](#) a certificate of public convenience and necessity authorizing and empowering such [Redevelopment eCorporation](#) to acquire by the exercise of eminent domain such real property in fee simple or other estate; provided that such real property shall be devoted to the purposes and uses described in the development plan. The [Redevelopment eCorporation](#) may thereafter exercise the power of eminent domain in the manner provided for corporations in Revised Statutes of Missouri or it may exercise the power of eminent domain in the manner provided by any other applicable statutory provision. Property already devoted to a public use may be acquired in like manner, provided that no real property belonging to the City or to the State or any other political subdivision thereof may be acquired without its consent.

B. *Commission To Check Compliance, Make Reports, Adopt Rules And Regulations.*

1. Investigation and reports. It shall be the duty of the City Administrator, after a development plan has been approved by the Board of Aldermen, to investigate and report to the Board of Aldermen semi-annually during construction of the redevelopment project whether the [Redevelopment eCorporation](#) is fully complying with the approved development plan, [the Contract](#) and this Chapter.
2. Compliance with time schedule. The [Redevelopment eCorporation](#) shall comply with the time schedule or staging plan approved with the development plan, including the time schedule for acquisition, commencement and completion of each phase or stage. Upon application for an extension of time by the [Redevelopment Corporation](#), the Board of Aldermen, if deemed in the public interest, may with a three-fourths (¾) majority vote grant to the [Redevelopment Corporation](#) operating under an approved development plan an extension of time in which to complete the development plan or any approved phase or stage. In the event an extension is denied and the [Redevelopment Corporation](#) cannot comply with the required time schedule, an ordinance to repeal the ordinance approving the development plan shall be considered.
3. Recommendation of certification. When a [Redevelopment Corporation](#) operating under an approved development plan has completed the redevelopment project in accordance with the provisions of the development plan, the City Administrator, upon the written request of such [Redevelopment Corporation](#), shall conduct an investigation and if the City Administrator determines that the project has been completed, the City Administrator shall recommend to the Board of Aldermen that a certificate of full compliance be issued to the [Redevelopment Corporation](#) for each stage and the Board of Aldermen may authorize the City Administrator to issue a certificate of compliance which shall be conclusive evidence of compliance.

C. *Reports Required By Corporations.*

1. Every [Redevelopment Corporation corporation](#) shall render annually to the City Clerk during the period of tax relief provided in Section 430.090 a financial report for the preceding year, verified under oath by the [Redevelopment Corporation's corporation's](#) certified public accountant, which report shall disclose the earnings of the [Redevelopment Corporation corporation](#) and the disposition of any net earnings in excess of those provided for under Section 430.100 and the interest rate on income debenture bonds, notes or other evidence of debt of the [Redevelopment Corporation corporation](#), thereupon, the City Clerk shall forward the report to the City Administrator for review. Such financial reports shall be submitted not more than ninety (90) days after the [Redevelopment Corporation's corporation's](#) fiscal year end as specified in the application for approval of a development plan.
2. The [Redevelopment Corporation corporation](#) shall annually file with the City Clerk a certified financial statement indicating compliance with Section 430.100 of this Chapter.
3. The [Redevelopment Corporation corporation](#) shall report annually progress on property acquisition and the occupants displaced by the [Redevelopment Corporation corporation](#) by name and address and specify the relocation benefits provided to each occupant.

Section 430.060. Supporting Evidence of Blight.

[Ord. No. 2764 §1(140.060), 4-1-2002]

Any application for approval of a development plan shall be supported by factual evidence that the area is a blighted area as defined by Chapter 353, RSMo. Evidence must be complete [prior to any Public Hearing](#) to allow the Board to make a finding of blight as required by Statute and this Chapter.

Section 430.070. Relocation Plan.

[Ord. No. 2764 §1(140.070), 4-1-2002]

- A. General. Every [Redevelopment Corporation corporation](#) which requests the power of eminent domain for any part of the project area shall submit a relocation plan as part of the development plan.
- B. Contents Of Plan. The relocation plan shall outline specific requirements and procedures for handling displacement in each of the following instances: owner-occupied residential units, renter-occupied residential units, owner-occupied businesses, renter-occupied businesses or any combination of the above.
- C. Relocation Payments. Payments shall be made to all displaced occupants, except those occupants who have agreed to waive their relocation benefits for payments made for the purpose of real property or other mutually agreeable settlement. A displaced occupant who

lives on a business property shall be eligible for both a payment as a dwelling occupant and a payment with respect to the business operation.

- D. Review Of The Relocation Plan. In reviewing any plan proposed, the City retains the right to determine the adequacy of the proposal and, if appropriate, require additional elements to be provided therein.
- E. Reporting Requirements. The [Redevelopment Corporation](#) shall submit to the City Clerk a relocation progress report on an annual basis during the entire relocation process and until such time as the Board of Aldermen certifies that all relocation needs have been met. Such progress report shall demonstrate and document compliance with the approved relocation plan. The report shall be certified by affidavit of a corporate officer.

Section 430.080. Acquisition of Real Property.

[Ord. No. 2764 §1(140.080), 4-1-2002]

- A. General. At the time of filing a development plan which provides for the acquisition of property by eminent domain, the [Redevelopment Corporation](#) shall certify that, as a condition of approval of the plan, it shall make every reasonable effort and good faith attempt to acquire the real property expeditiously by negotiation and ensure that owners of real property to be acquired are treated fairly and consistently. Further, the [Redevelopment Corporation](#) shall submit a property acquisition schedule on a parcel-by-parcel basis for the development area.
- B. Appraisal. The [Redevelopment Corporation's](#) appraisal of "fair market value" shall be based upon nationally recognized appraisal standards and techniques consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Missouri. The owner shall be notified, in writing, of all appraisals and be extended the opportunity to accompany the appraiser on their inspection.
- C. Offer Of Just Compensation. Promptly after establishment of just compensation the [Redevelopment Corporation](#) shall transmit a written purchase offer with a copy of the approved appraisal to the owner and furnish the City with proof such offer was received. The [Redevelopment Corporation](#) shall make every reasonable effort to meet with the owner or their representative to discuss the basis for the determination of just compensation and attempt to arrive at a negotiated purchase price. Should such negotiations continue for a period greater than ninety (90) days, either the owner or the [Redevelopment Corporation](#) may elect to proceed with eminent domain proceedings.
- D. Mandatory Purchase By Corporation. Upon arrival of the development plan or at any time thereafter during the life of the project, any property owner wishing to sell their property and relocate immediately may notify the [Redevelopment Corporation](#) of such in writing. Upon receipt of the request, the [Redevelopment Corporation](#) shall in good faith attempt to purchase by negotiation said property subject to eminent domain.

If a sale of the property cannot be consummated within ninety (90) days, the corporation shall proceed forthwith to file a proceeding in condemnation.

Section 430.090. Tax Relief For Redevelopment Corporations.

[Ord. No. 2764 §1(140.090), 4-1-2002]

- A. Notice To Taxing Authority. In addition to the notification requirements of Section 430.040, written notice shall be given by the [Redevelopment Corporation](#) ~~corporation~~ to all taxing authorities within the area that is the subject of the development plan. A separate notice shall be given prior to the filing of the development plan and the ~~Public Hearing~~ before the Board of Aldermen. Certification of notice shall be provided to the City Clerk at the time of filing the development plan and to the Board of Aldermen prior to the hearings before each body.
- B. Full Exemption. Once the requirements of this Section have been complied with, the real property of urban redevelopment corporations acquired pursuant to this Chapter ~~shall may~~ be subject to full exemption of taxes for a period of [up to](#) ten (10) years as provided by Chapter 353, RSMo., [and pursuant to the Contract with the City.](#)
- C. Property Already Exempt. In the event, however, that any such real property was tax exempt immediately prior to ownership by any urban redevelopment corporation, the County Assessor shall assess the property as provided by Chapter 353, RSMo.
- D. Partial Exemption. For the next ensuing period not in excess of fifteen (15) years, ad valorem taxes upon such real property shall be measured as provided by Chapter 353, RSMo., [and pursuant to the Contract with the City.](#)
- E. Full Assessment. After a period totaling not more than twenty-five (25) years, such real property shall be subject to assessment and payment of all ad valorem taxes as provided by Chapter 353, RSMo.
- F. Tax Agreements By Corporations. In the course of considering any development plan for approval, the Board of Aldermen shall consider any agreement, in writing, on behalf of the [Redevelopment Corporation](#) ~~corporation~~ presenting such plan that, notwithstanding the provisions of the Missouri Redevelopment Corporations Law, it will make payments in lieu of real property taxes to the appropriate taxing bodies in such amount which, together with the real property taxes to be paid on the land for the first ten (10) years, shall, as a minimum, equal the total real property taxes on the land and improvements during the tax year immediately preceding purchase of the property by the corporation; however, such sum may actually in fact exceed the current level of taxes.

Section 430.100. Financial Restrictions On Corporation.

[Ord. No. 2764 §1(140.100), 4-1-2002]

Financial Capability. Proof of financial capability to complete the project shall include a description of the method by which the developer proposes to obtain the financing necessary to complete the project and the developer's proposed equity interest in the project. Further, this information shall be related to the market feasibility and proposed tax abatement to allow analysis of the project's financial feasibility.

Section 430.110. Prerequisites To Amendment of An Approved Development Plan.

[Ord. No. 2764 §1(140.110), 4-1-2002]

The Board of Aldermen shall review any amendment to a development plan previously approved by ordinance. No such amendment shall be reviewed and no action shall be taken by the Board of Aldermen, unless and until an application for amendment has been filed with the City Clerk by the [Redevelopment Corporation](#) or its assignee containing those portions of the statements and information required by Section [430.040](#) of this Chapter relevant to the proposed amendment and unless and until the Board of Aldermen shall make the determinations required by Section [430.040](#) relevant to the proposed amendment. The notice requirements of Section [430.040](#) shall also apply.

Section 430.120 Disposal of Property.

[Ord. No. 2764 §1(140.120), 4-1-2002]

Any urban redevelopment corporation may sell or otherwise dispose of any or all of the real property acquired by it for the purposes of a redevelopment project as provided by Chapter 353, RSMo.

Section 430.130 Remedies For Failure To Follow Plan or Breach of Contract.

[Ord. No. 2764 §1(140.130), 4-1-2002]

Whenever any person or [Redevelopment Corporation](#) or its grantee or assignees operating under an approved development plan does not substantially comply with the development plan or with any contract entered into pursuant to the regulations contained herein, then such non-compliance shall immediately be certified by the Board of Aldermen which shall direct the City Administrator to notify said [Redevelopment Corporation](#), its successors, grantees and assignees who is the then current responsible party to the [Contract with the City](#) by certified mail to the last known address that it has been found in non-compliance and giving thirty (30) days' notice to correct said non-compliance. The thirty (30) day period shall begin on the date notice is posted. If the non-

compliance has not been remedied within the thirty (30) day period, the Board of Aldermen may authorize an attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure or omission or threatened action or omission stopped, prevented or rectified by injunction or otherwise or bring an action for damages, including punitive damages against the Urban Redevelopment Corporation for breach of any of the provisions of the redevelopment plan; provided that in the event that the Board of Aldermen determines that ~~at the Redevelopment Corporation corporation~~ has abandoned construction before completion of the project in accordance with the terms of an approved development plan, a declaration of abandonment shall be filed with the Recorder's office in the appropriate County and the real property thereafter included in the plan shall be subject that date to assessment and payment of all ad valorem taxes based on the true value of such real property.

Section 430.140 Amendments To Chapter.

[Ord. No. 2764 §1(140.140), 4-1-2002]

- A. Amendments to this Chapter shall be approved by the Board of Aldermen. At such time as an amendment is recommended, it shall be scheduled for public hearings before the Board of Aldermen with fifteen (15) days' notice of the date, time and place of each hearing published in a newspaper having a general circulation of the City of Harrisonville.
- B. The Board of Aldermen shall hold a public hearing regarding the proposed amendment. Upon considering the evidence presented in the public hearing, the Board of Aldermen may either continue, for good cause, its action upon such an amendment to a date specific or approve or deny such amendment. Approval of the amendment shall be by ordinance.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: October 5, 2017
SUBJECT: Praxair Contract

Type of Item: *Approval*

One of the items we will be adding for the new drinking water treatment system is oxygen. Please refer to the staff report. Anticipated usage is 200,000 standard cubic feet per month.

Council Bill No. 68

Resolution No.

A Resolution of the Board of Aldermen of Harrisonville, Missouri Authorizing the City Administrator to enter into a 5-year service contract with Praxair Distribution, Inc. for the bulk supply of Liquid Oxygen at the Harrisonville Water Treatment Plant

WHEREAS, the City is currently upgrading the Water Treatment Plant, and

WHEREAS, as part of the upgrades, an Ozone System is to be installed for taste and odor improvements, and

WHEREAS, bulk liquid oxygen will be required as the base component of this treatment process, and

WHEREAS, a bid notice for liquid oxygen and all necessary equipment and system components was issued, and

WHEREAS, city staff and engineering consultants from Burns and McDonnell reviewed the bid submittals and determined Praxair Distribution to be the lowest and best bidder.

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 5-year service contract with Praxair Distribution for the bulk supply of Liquid Oxygen at the Harrisonville Water Treatment Plant.

Section 2: That a copy of the contract is attached and made part of this resolution.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 16th day of October 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 16th day of October 2017

THIS PRODUCT SUPPLY AGREEMENT ("Agreement") numbered 1708-04TH and dated as of August 14, 2017, is made by and between PRAXAIR DISTRIBUTION, INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, Connecticut 06810 (hereinafter called "Seller") and City of Harrisonville, having an office at 2010 Jefferson Parkway, Harrisonville, Missouri 64701 (hereinafter called "Buyer").

1. Definitions

The term "First Delivery" means the date on which Seller first delivers Product to Buyer, which date will in no event be earlier than the date on which Buyer is no longer obligated to purchase Product for Buyer's Location under the terms of any other contract. In addition to the meaning of the term "Supply System" set forth in the Rider(s), the term "Supply System" means a system located at Buyer's Location which is owned by Seller for the supply of Product to Buyer hereunder and which may be comprised of Product generating systems, storage units, vaporizers, piping up to Buyer's Product distribution system, controls and other equipment, devices and/or instrumentation as deemed appropriate by Seller. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Rider(s).

2. Requirements

Seller will sell to Buyer, and Buyer will purchase from Seller, on the terms and conditions hereinafter set forth, Buyer's total present and future requirements, in gaseous and liquid form, of Product for use at Buyer's Location(s), and if the operations at Buyer's Location(s) are conducted at expanded or new location(s), Seller will have the right to supply Product to such expanded or new location(s). As to each Rider, Buyer represents and warrants to Seller that as of First Delivery Buyer will not be obligated under the terms of any other contract to purchase Product for Buyer's Location(s). In the event the foregoing representation and warranty proves to be false, Buyer will indemnify, and hold harmless Seller from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims which Seller may incur in connection with any claim or claims asserted by any third party as a result thereof. Buyer will not purchase any other substance(s) or system(s) in replacement of Product unless Seller has first refused a written offer from Buyer to supply such substance(s) or comparable system(s) at the same total cost contained in such offer on terms and conditions substantially similar to those terms and conditions contained herein.

3. Prices and Payment

Buyer will pay Seller the Prices for Product, equipment, or services supplied hereunder and any charges and surcharges related thereto, including those associated with regulatory and environmental compliance, greenhouse gas emission reductions, and obtaining power and transportation, whether or not set forth in the Rider. If Seller provides Buyer with product(s), equipment and/or services not specifically covered by any Rider or other agreement, the prices, charges and surcharges as are set forth in Seller's schedule applicable to such product(s), equipment or services will apply, any such product(s) will meet industry standards for purposes of Article 5 and any such product(s), equipment, or services will be deemed to be provided pursuant to the terms and conditions of this Agreement. In addition, Buyer will pay or reimburse Seller for any sales, property, use, excise or other duty, tax, charge or fee now or hereafter imposed by reason of any sale, delivery or furnishing of any Product, equipment, or services hereunder. Nothing contained in this Agreement will be construed to relieve Buyer from its obligations to pay any applicable Monthly Service Charge, Monthly Facility Fee, Demand Charge, Monthly Rental or Cylinder Rental during the term of any Rider. Seller will invoice Buyer by Seller's standard billing methods. Terms of payment will be net thirty (30) days following date of invoice. At Seller's request and subject to Buyer's ability to do so, Seller and Buyer will utilize Seller's website or other electronic data interchange for invoicing and paying of invoices. If Buyer fails to make timely payment in accordance with the terms of this Agreement, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller reserves the right, among other remedies, to refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or assess and collect from Buyer a monthly late charge on any delinquent balance equal to the lesser of eighteen percent (18%) per annum or the maximum charge permitted by law, and/or enter Buyer's premises and remove any Supply System, Cylinders or other Seller's equipment located thereat with or without notice of legal process, and/or suspend Seller's performance under this Agreement and/or terminate this Agreement or any Rider. If any action is required to collect Buyer's delinquent account, recover any Cylinders or otherwise enforce the terms and conditions of this Agreement, Buyer will pay Seller all fees and costs of such collection, recovery or enforcement including reasonable legal fees and expenses.

4. Delivery

Seller will deliver to Buyer Buyer's requirements for Product in accordance with the terms of this Agreement. Product in Cylinders will be delivered F.O.B. point of shipment. At Seller's request, Buyer will provide to Seller information relating to Buyer's pattern of use of Product from each Supply System. Seller may anticipate Buyer's requirements for Product and deliver Product at such times as are consistent with Seller's delivery schedule. The delivery of Product by Seller will constitute Buyer's purchase thereof, and the quantities delivered will be measured by Seller by the method it regularly uses for the type of delivery made. Buyer grants to Seller the right of twenty-four (24) hour access to each Supply System site or the site of any Product storage system provided by Buyer as provided in any Rider, and if (a) Buyer fails to grant or delays such access, or (b) Seller is unable to deliver Product (i) from Seller's Shipping Point or (ii) at any time consistent with Seller's delivery schedule or otherwise in accordance with the terms of this Agreement due to any act or omission of Buyer, Buyer will pay Seller any applicable delivery charge set forth in Seller's delivery charge schedule. If Seller is requested by Buyer and is able to make deliveries during a strike or other concerted acts of workers affecting Buyer's Location(s), then such deliveries will be made at Buyer's sole risk and, notwithstanding anything in this Agreement to the contrary, Buyer will indemnify and hold harmless Seller from and against any and all costs, fees (including reasonable

legal fees and expenses), damages, liabilities and claims arising out of or incident to any such deliveries. In addition, Seller reserves the right to request, in its sole discretion, that Buyer provide qualified personnel to deliver Product to any Supply System affected by such strike or concerted acts, and Buyer will provide such personnel.

5. Specifications

Product delivered hereunder will meet the Specifications. Buyer may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. Since Buyer may obtain devices which have the capability of testing whether Product meets the Specifications, no claim of any kind with respect to the conformance of Product to the foregoing Specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming Product in respect to which such claim is made. The foregoing constitutes Buyer's exclusive remedy and Seller's sole obligation with respect to any such claim. THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS ARTICLE 5. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6. Price Changes

Seller will have the right to adjust the Prices by giving Buyer not less than fifteen (15) days prior written notice of the effective date of such adjustment; provided, however, that if said Prices are increased and Buyer, within fifteen (15) days after said notice, furnishes Seller with credible written evidence that Buyer can purchase Product to which such increased Prices apply from a responsible supplier for a specified term in like quantities, at lower prices and under similar terms and conditions, and Seller, within fifteen (15) days thereafter, does not agree to either meet said lower prices or rescind the notice of increased Prices, Buyer will have the right within ten (10) days thereafter to terminate this Agreement as to the supply of Product for which such lower prices are offered by giving Seller not less than ten (10) days prior written notice. If Buyer exercises such right of termination, the cost of removal of the Supply System used for the supply of such Product will be borne by Buyer. If Seller agrees to meet the lower prices or rescind the notice of increased Prices, Seller may extend the term of the Rider covering such Product for a period equal to the period of the Basic Term of such Rider notwithstanding any prior termination notice by Buyer. Any adjustments made by Seller pursuant to this Article 6 with respect to any Monthly Service Charge, Demand Charge or Monthly Rental set forth in the Rider or to surcharges or other charges which arise pursuant to Article 3 will not be subject to the proviso contained in the first sentence of this Article 6.

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS CONDITIONAL UPON THE TERMS AND CONDITIONS CONTAINED ON THE BACK OR SECOND PAGE HEREOF AND/OR ON ANY RIDER, EXHIBIT OR SCHEDULE ATTACHED HERETO AT THE TIME OF EXECUTION OR AT THE TIME SUBSEQUENTLY EXECUTED BY BUYER AND SELLER. Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Agreement as of the date first above written.

CITY OF HARRISONVILLE (Buyer)

Submitted by: _____

By: _____

Signature: _____

Title: _____

Date: _____

PRAXAIR DISTRIBUTION, INC. (Seller)

Submitted by: Todd Hallier

By: _____

Chris Goelz

Signature: _____

Title: _____

Region Specialty Gas Manager

Date: _____

Attachment: Praxair Contract (Praxair Contract)

7. Contingencies

Neither party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder (except any obligation to make payments when due) due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration is non-exclusive; provided, however, that neither business downturn nor economic conditions will qualify as a contingency within the meaning of this Article 7. In the event any such contingency affects only a part of Seller's capability to produce and/or deliver Product, Seller will allocate production and/or deliveries among the requirements of all its affected customers and Seller's own requirements in a fair and reasonable manner. Buyer will pay or reimburse Seller for any additional costs incurred relating to the delivery of any Product to Buyer during a contingency. During any period that delivery of Product is interrupted or reduced due to a contingency hereunder, Seller may extend the Basic Term for a period equal to the duration of the contingency.

8. Health, Safety, Indemnity and Limitation of Liability

Buyer acknowledges that there are hazards associated with Product, including the storage, use and handling thereof, and Buyer agrees that its employees, agents, contractors, and others concerned with Product are aware of such hazards. Buyer assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures. Buyer will notify Seller of any hazards and safety procedures at Buyer's Location(s) and Buyer will notify Seller in advance of any anticipated construction, renovation, or change in operations in the area of any Supply System site so that any hazards associated with same can be minimized. Buyer will be responsible for complying with all relevant reporting obligations under all applicable laws, including the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)), that result from the presence at Buyer's Location(s) of Product supplied under this Agreement. Buyer will warn and protect its employees, contractors and others exposed to the hazards posed by Buyer's storage, use and handling of Product. Seller will provide documents to Buyer containing Seller's safety and health information pertaining to Product, including Seller's Material Safety Data Sheet(s), and Buyer will incorporate such information into Buyer's safety program. Buyer hereby waives any right of subrogation that Buyer, any insurer of Buyer or any third party making a claim through Buyer, may have under this Agreement. Seller will not be liable to Buyer for any incidental, consequential, indirect, special or exemplary damages (including lost profits, sales or other similar damages) arising in connection with this Agreement without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based. Each party will indemnify and hold harmless the other party from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising from the injury, illness or death of the indemnifying party's employees in any way related to any activities performed in connection with or Product supplied by Seller under this Agreement, whether or not such injury, illness, or death is claimed to have been caused by, resulted from, or was in any way connected with the negligence of the party to be indemnified.

9. Confidentiality

This Agreement, including the Rider(s) and any addendum hereto, and all drawings, diagrams, specifications, operating data, pricing, costs and other materials or information furnished by either party to the other in connection therewith, and the information contained therein are the proprietary and confidential information of the disclosing party. Such materials and information are considered valuable trade secrets of the disclosing party and any unlawful disclosure of such materials or information will result in significant damages to the disclosing party. The receiving party will hold in confidence all such materials and information. However, the receiving party may disclose such materials and information to (a) governmental agencies for the purpose of obtaining permits under any Rider, and (b) the receiving party's employees for the purpose of performing the receiving party's obligations under this Agreement. In the case of any of the aforementioned disclosures, the receiving party will inform its employees or governmental agencies that such materials and information are the proprietary and confidential information of the disclosing party and are to be treated accordingly. Unless otherwise agreed, the receiving party will keep all such materials and information confidential for a period which will expire ten (10) years after the termination date of this Agreement. It is understood that the foregoing obligation of confidentiality does not apply to materials and information that: (i) was already known to the receiving party prior to the disclosure of same hereunder, as evidenced by the receiving party's written records prepared prior to such disclosure; (ii) was in or hereafter comes within the public domain, other than by the receiving party's failure to fulfill its obligations hereunder; (iii) is made available to the receiving party by a third party who does not have any direct or indirect obligation of secrecy to the disclosing party; or (iv) is developed by the receiving party independent of any disclosure under this Agreement as evidenced by its written records.

10. Assignment

Any assignment of this Agreement by either party without the prior written consent of the other party, which consent will not be unreasonably delayed or withheld, will be void; provided, however, that Seller will have the right without Buyer's consent to assign this Agreement in whole or in part to any affiliate of Seller, or any party obtaining all or substantially all of the business assets of Seller related to the production, storage or distribution of any Product(s). If Buyer sells or otherwise transfers or conveys all or substantially all of the assets relating to the operations at Buyer's Location(s), Buyer will, as a condition precedent to the closing of such sale, transfer or conveyance, require the purchaser or transferee to assume all of the rights and obligations of Buyer under this Agreement. This Agreement will inure to the benefit of, and be binding upon, the respective heirs, representatives, successors, including any by way of merger or consolidation, and permitted assigns of the parties.

11. Notices

All notices, unless otherwise provided herein, will be in writing and deemed given on the date the notice is hand delivered, mailed or electronically transmitted to the receiving party at such party's Address. Either party may change its Address upon notice to the other party as set forth herein.

12. Term

Except as provided in Articles 3, 6 and 7 or the Rider(s), this Agreement will be in effect from the date hereof and will continue in effect thereafter as to each Rider for the period of the Basic Term, and will continue in effect thereafter as to such Rider unless or until either party terminates such Rider effective as of the date of expiration of the Basic Term thereof by giving to the other party not less than twelve (12) months prior written notice of termination with respect to such Rider or, if either party does not so terminate such Rider upon the expiration of the Basic Term thereof, such Rider will continue in effect thereafter for successive renewal terms equal to the period of the Basic Term of such Rider (the "Renewal Terms") until either party terminates such Rider effective upon the expiration of any Renewal Term by giving the other party not less than twelve (12) months prior written notice of termination with respect to such Rider.

13. Dispute Resolution

If a party to this Agreement has reasonable grounds to believe that the other party hereto has failed to fulfill any obligation hereunder, or that its expectation of receiving due performance under this Agreement may be impaired, such party will promptly notify the other party in writing of the substance of its belief. The party receiving such notice must respond in writing within thirty (30) days of receipt of such notice and either provide evidence of cure of the condition specified, or provide an explanation of why it believes that its performance is in accordance with the terms of this Agreement, and also specify three (3) dates, all of which must be within thirty (30) days from the date of its response, for a meeting of the designated representatives of the parties, each of whom will have the authority to resolve and settle the dispute. The claiming party will then select one (1) of the three (3) dates, and a dispute resolution meeting will be held. If the parties cannot, in good faith discussions, resolve their dispute, they will be free to pursue all remedies allowed under the law without prejudice.

14. General

This Agreement supersedes any prior agreement or agreements between Buyer and Seller covering the supply of Product to Buyer's Location(s), but this Agreement will not be construed as a renunciation or discharge of any claim in damages for an antecedent breach. The entire agreement is contained herein and in the Rider(s). There are no other promises, representations or warranties affecting this Agreement, and any other or different terms or conditions in any purchase orders, Buyer's website agreements (including any terms or conditions subject to an accept button or other similar means of indicating acceptance) or other documents issued or accepted hereunder will be deemed null and void. Seller may from time to time record telephone conversations with Buyer regarding matters related to this Agreement. If Seller records any such conversations, notice of such recordings will be provided and Buyer hereby consents to such recordings. No modification or waiver of this Agreement will bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing. A waiver of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. As used in this Agreement, the word "including" and variations thereof will be deemed to be followed by the words "without limitation." Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. In the event of conflict between the terms and conditions contained in this Agreement and the Rider(s), the terms and conditions of the Rider(s) will govern. This Agreement, as well as any claim, controversy or dispute arising under or related to this Agreement, will be governed by the laws of the State of New York, without reference to its conflict of laws provisions which would render applicable the laws or any other jurisdiction. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and be delivered by a party by email delivery in ".pdf" format. Buyer and Seller hereby waive to the fullest extent permitted by law any right to a trial by jury in any action or proceeding based upon, arising out of, or in any way relating to this Agreement.

THIS RIDER ("Rider") numbered 1708-04TH and dated as of August 14, 2017 (the "Effective Date"), is made a part of the Product Supply Agreement (the "Agreement") by and between PRAXAIR DISTRIBUTION, INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, Connecticut 06810 (hereinafter called "Seller") and City of Harrisonville, having an office at 2010 Jefferson Parkway, Harrisonville, Missouri 64701 (hereinafter called "Buyer").

1. As to this Rider, the following words and terms shall have the following meanings:

"Basic Term" means the period commencing on the Effective Date and continuing for five (5) years following the date of First Delivery to the Supply System.

"Buyer's Location(s)" means 2010 Jefferson Parkway, Harrisonville, MO 64701.

"Prices" are:

Item No.	Product	Specification	Estimated Monthly Volume in Cubic Feet (ft ³)	Charge per 100 cubic feet (ft ³) of product	Monthly Service Charge
OX BULK	OXYGEN	Minimum Purity 99.5%	98,750 c.f. per month	\$0.52 ccf.	\$500.00

The Monthly Service Charge and Monthly Demand Charge for each Supply System will commence on the earliest of the following dates: (a) the date of First Delivery of Product(s) to or from such Supply System, (b) thirty (30) days after the date such Supply System is delivered to Buyer's Location in the event Seller is delayed in tendering delivery of Product(s) to Buyer from such Supply System and such delay is due to the acts or omissions of Buyer or (c) thirty (30) days after the date such Supply System or Product(s) would have been delivered to Buyer's Location had such delivery not been delayed due to the acts or omissions of Buyer. For each delivery of Product(s) to Buyer's Location(s), Seller will invoice Buyer and Buyer will pay Seller a regulatory compliance charge ("RCC") at the current charge set forth in Seller's most current schedule of charges (which charge is currently \$22.85). The RCC is in addition to the Prices specified above.

"Product(s)" means the gaseous and liquid Product(s) noted in the table under "Prices" above.

"Estimated Monthly Volume" means the indicated amount for the Product(s) in the table under "Prices" above.

"Specifications" means the Product specification set under the column so indicated in the table under "Prices" above, or the Compressed Gas Association (CGA) specification for such Product, if none is indicated.

"Supply System" means the following supply system(s):

Item No.	Supply System	Supply System Delivery Pressure (psig)	Average Flow Rate (cfh)	Peak Flow Rate (cfh)	Peak Flow Duration (h/day)
RENOXBULK	3,000 GALLON OXYGEN BULK TANK				

2. As to the supply of Product pursuant to this Rider, Buyer and Seller further agree as follows:

A. MONTHLY VOLUMES

Buyer has estimated that Buyer's monthly consumption of Product will be the Estimated Monthly Volume as set forth in the table under "Prices" above. Seller will be obligated hereunder to supply Product only up to 120% of the Estimated Monthly Volume. Seller will supply to Buyer Product in excess of 120% of the Estimated Monthly Volume ("Excess Product") to the extent that Seller, in its sole discretion, deems that it has Excess Product available for Buyer, and, notwithstanding anything to the contrary contained in this Rider, Seller will have the right to adjust the Prices for such Excess Product by giving Buyer not less than fifteen (15) days prior written notice of the effective date of such adjustment and such adjustment will not be subject to the proviso contained in the first sentence of Article 6 of the Agreement. To the extent that Buyer has requirements for Excess Product and Seller has Excess Product available for Buyer, Buyer will purchase such requirements from Seller. If Buyer's monthly consumption of Product is eighty percent (80%) or less of the Estimated Monthly Volume [during any period of three (3) consecutive calendar months], Seller will, notwithstanding anything to the contrary contained in this Rider, have the right to adjust the Prices and the Estimated Monthly Volume by giving Buyer not less than fifteen (15) days prior written notice of the effective date of such adjustment and such adjustment will not be subject to the proviso contained in the first sentence of Article 6 of the

Agreement. If Buyer fails to take any Product during any period of six (6) consecutive months, Seller will have the right at any time thereafter to immediately terminate this Rider.

6.F.a

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS RIDER IS CONDITIONAL UPON THE TERMS AND CONDITIONS CONTAINED ON THE BACK OR SECOND PAGE HEREOF AND/OR IN THE AGREEMENT OR ANY EXHIBIT, SCHEDULE OR ADDENDUM ATTACHED HERETO AT THE TIME OF EXECUTION OR AT THE TIME SUBSEQUENTLY EXECUTED BY BUYER AND SELLER. Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Rider as of the date first above written.

CITY OF HARRISONVILLE (Buyer)

PRAXAIR DISTRIBUTION, INC. (Seller)

Submitted by: _____

Submitted by: _____ Todd Hallier

By: _____

By: _____ Chris Goelz

Signature: _____

Signature: _____

Title: _____

Title: _____ Region Specialty Gas Manager

Date: _____

Date: _____

Attachment: Praxair Contract (Praxair Contract)

Rev 3-13 Initials of each authorized representative _____

3. Delivery, Supply System and Supply System Sites

- (a) Product is to be delivered in bulk form. The Supply System shall be located at Buyer's Location(s) and shall at all times be owned and maintained by Seller for the supply of Product to Buyer hereunder. The Supply System may be comprised of air separation facilities, Product generating systems, storage units, vaporizers, piping, controls and other equipment, devices and/or instrumentation as deemed appropriate by Seller.
- (b) Seller will install each Supply System and make the connection to Buyer's Product distribution system. The costs associated with installing each Supply System and connecting it to Buyer's Product distribution system, including, without limitation, transportation and rigging costs, will be borne by Buyer.
- (c) Buyer, at its expense, will provide a suitable site for each Supply System free from any underground or overhead obstructions and with access either by road or railroad siding as mutually agreed upon by the parties, construct a suitable foundation for each Supply System as specified by Seller, install fencing adequate to prevent tampering, install isolation barriers as required, obtain any necessary permits and licenses for each Supply System, install and maintain a properly designed system for the distribution of Product from each Supply System to Buyer's points of use, and furnish utilities as required by Seller in connection with each Supply System, such as electric power, lighting, telephone lines, water and/or steam, and the facilities to deliver such utilities to the point(s) on each Supply System site designated by Seller.
- (d) Each Supply System site furnished by Buyer hereunder will be free from toxic and hazardous materials which would prevent or increase the cost of the installation or operation of the Supply System, or which would cause injury or death of Buyer's employees or any other persons on or at the Supply System site, or which would cause damage to any adjoining property. Notwithstanding anything in the Agreement to the contrary, Buyer hereby indemnifies and holds harmless Seller from and against any and all claims, liabilities, costs (including legal fees), expenses, damages, penalties and fines that result from any toxic or hazardous materials now or hereafter in, on or under the Supply System site and do not occur or result directly from Seller's performance pursuant to the Agreement. If subsequent to the date of this Rider any new local, state or federal law, rule or regulation requires modification to any Supply System or Supply System site, or any additional permits, licenses or rights are required, any costs associated with performing such modifications or obtaining such permits, licenses or rights will be borne by Buyer.
- (e) If any Supply System is damaged by Buyer, its agents, employees, contractors or invitees, the cost of repairing such Supply System will be borne by Buyer. Buyer will prevent persons other than those authorized by Seller from entering any Supply System site, delaying delivery of Product, or altering, repairing, adjusting or otherwise tampering with any Supply System.
- (f) Seller will, at Buyer's expense, remove each Supply System within a reasonable time after the termination of the Basic Term of this Rider. Seller may at its expense remove any Supply System or part thereof, and replace it with another Supply System or part thereof, as Seller may deem appropriate for the supply of Buyer's requirements. Seller will have the right from time to time to shut down each Supply System for such period of time as may be necessary for repairs and maintenance consistent with proper operation. Each Supply System will remain the property of Seller at all times. Buyer will hold harmless Seller from and against liens and claims against each Supply System due to its location on Buyer's premises.
- (g) If Seller relocates, modifies or replaces all or part of any Supply System due to a change in Buyer's requirements, method of supply, pressure specifications, Buyer's Location(s) or Buyer's facilities, Seller may charge Buyer the cost of such relocation, modification or replacement, adjust the Monthly Service Charge set forth on the face hereof covering such relocated, modified or replaced Supply System, and extend the term hereof effective upon First Delivery to or from the relocated, modified or replacement Supply System for a period equal to the Basic Term hereof.
- (h) Buyer hereby authorizes Seller to file a UCC-1 Financing Statement in order to reflect Seller's ownership of the Supply System and will provide Seller with any assistance necessary to make such filing.

6.F.a

Attachment: Praxair Contract (Praxair Contract)



2017 WTP UPGRADES

ENGINEERING DEPARTMENT
HARRISONVILLE, MISSOURI

To: Mayor & Board of Aldermen
From: Ted Martin, P.E. City Engineer
Date: October 5, 2017
RE: Contract Award

Type of Item:

Staff seeks Board approval to award and execute a 5-year service contract with Praxair for the bulk supply of Liquid Oxygen (LOX) at the Water Treatment Plant (WTP).

Issue:

As part of the Water Treatment Plant upgrades an Ozone System is to be installed for taste and odor improvements. Bulk LOX will be required as the base component of this treatment process.

Background:

Upgrades of the WTP are underway with the Ozone System to be installed sometime later this year. The bulk supply of LOX, required to operate the Ozone System, would be from a vendor on a monthly basis. In addition to the bulk LOX, the vendor must provide a liquid oxygen storage tank, telemetry system, ambient air vaporizer and associated piping, valves, and instruments. Thus a monthly facility and system design costs are to be included in the quotes. The monthly fee also includes routine maintenance and emergency repairs as necessary throughout the service agreement life.

On August 10, 2017 quotations were received and opened as follows:

<i>Supplier</i>	<i>Monthly Facility Fee</i>	<i>Unit Cost LOX (per 100 SCF)</i>	<i>System Design</i>
1. Praxair	\$500.00	\$0.52	\$3,000.00
2. Lampton	\$650.00	\$0.54	\$5,100.00
3. Airgas, LLC	\$2,400.00	\$0.74	Not Provided

Recommendations:

Our engineering consultants Burns and McDonnell along with staff have reviewed the submittals and background information from each of the vendors and request the Board approve the award and execution of a contract with Praxair for a not to exceed 5- year service and supply agreement including the design costs and the monthly facility fee.

WTP UPGRADES - LOX
ENGINEERING DEPARTMENT
HARRISONVILLE, MO

Item No.	Item	Quantity	Unit	Airgas, LLC		Praxair		Lampton	
				Unit Cost	Monthly Cost	Unit Cost	Monthly Cost	Unit Cost	Monthly Cost
1	Monthly Facility Fee	1.0	/Month	\$2,400.00	\$2,400.00	\$500.00	\$500.00	\$650.00	\$650.00
2	Unit Price LOX	200,000.0	/100 SCF	\$0.74	\$1,480.00	\$0.52	\$1,040.00	\$0.54	\$1,080.00
Subtotal Monthly Fee				Sales	\$3,880.00	Rent	\$1,540.00	Rent	\$1,730.00

Anchor Design \$3,000.00 Anchor Design \$5,100.00

Attachment: Bid Tab - LOX (Praxair Contract)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: October 12, 2017
SUBJECT: City Admin Rpt 10-16-17

Type of Item: *Report*

CITY ADMINISTRATOR REPORT

October 16, 2017

1. I will be at a Cultural Heritage Workshop Thursday, 10/19, all day in Rolla, MO. The Missouri Humanities Council and the Missouri Extension Office are presenting strategies to assist small and rural communities focus on diversifying economic revitalization through the Arts, culture, and heritage. It's a one day conference.
2. Staff will be participating in a Career Expo at KC Convention Center promoting employment in the administrative public service sector. Over 3,000 high school students will be attending on Wednesday, Nov. 8th from 9a to 2p and we will be working with other administrators, finance directors, and city clerks to discuss with students the work we do and get them interested. This expo includes all sectors of public service including emergency services, parks, IT, and more.
3. RP Lumber is hoping to open their doors to the public in November and the continue to proceed well with their construction.
4. We had a pre-construction meeting on the Jefferson Parkway sidewalk on Thursday, 10/12. The construction start time has not been determined yet because of how close we are to winter and the delays that could be caused by freezing temperatures. The contractor wanted to review his schedule again before the city issues a notice to proceed.
5. We will have a number of items on the schedule for the Finance/Personnel Committee meeting on Tuesday, Oct. 24, starting at 6p.

A. Action Item (ID # 2673)

City Admin Rpt 10-16-17