



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
COMMUNITY CENTER
SEPTEMBER 21, 2020**

6:00 PM

LOCATION CHANGE FOR COVID-19 SOCIAL DISTANCING

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Sep 8, 2020 6:00 PM**
 - B. Executive Session Minutes September 8, 2020**
- 5. Agenda Items**
 - A. Love the Square Presentation**
 - B. Let Freedom Ring Event Permit**
 - C. Halloween Night on Pearl Street II**
 - D. Council Bill 50: A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MAUER LAW FIRM TO CONTRACT AS CITY ATTORNEY, AND ESTABLISHING AN EFFECTIVE DATE.**
 - E. Council Bill 51: A RESOLUTION AUTHORIZING SUBMISSION TO THE FY 2020 PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE NOTICE OF FUNDING OPPORTUNITY (FY20 PWEAA NOFO) TO THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA), U.S. DEPARTMENT OF COMMERCE (DOC)**
 - F. Council Bill 52: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, AMENDING TITLE VI: BUSINESS AND OCCUPATIONS OF THE HARRISONVILLE CITY CODE OF ORDINANCES TO INCLUDE CHAPTER 675 REGULATING MOBILE FOOD VENDING.**

G. Council Bill 45: AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY BETWEEN 505 E. WALL ST. AND 601 E. WALL ST. IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE.

- 6. Aldermen and Committee Reports**
- 7. Report from the City Administrator**
- 8. Questions from the Media**
- 9. Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 17th day of September, 2020.

Randall K. Jones, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.

**DRAFT****MINUTES****CITY OF HARRISONVILLE****BOARD OF ALDERMEN****REGULAR MEETING****COMMUNITY CENTER****SEPTEMBER 8, 2020****6:00 PM****1. Call to Order**

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

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Mike Zaring	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Clint Miller	Harrisonville	Board Member	Excused	
David Dickerson	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present were: City Attorney Alex Felzien, City Administrator Brad Ratliff, Police Chief John Hofer, HES Chief Eric Myler, Street Superintendent Rodney Jacobs, Public Works Director Carl Brooks, City Planner Roger Kroh, Community & Economic Development Director Jim Clarke, Director of Administrative Services Jeremy Smith, Public Information Officer/Deputy City Clerk Daniel Barnett and City Clerk Randall Jones, Recording.

2. Ceremonial Matters

Mayor Bowman shared a proclamation declaring the week of September 21st through the 27th as diaper awareness week for the City of Harrisonville.

3. Public Participation

Following his submission of an Agenda Request Form, Ed Yoder addressed the Mayor and Board of Aldermen with an issue he has had with his city utility bill. He has been charged for high usage that has gone through his meter. Mr. Yoder presented his information as well as City staff was able to present information regarding his water meter and how Public Works and Utility Staff

have investigated the situation. Alderman Davidson asked if there had been any estimates and the reply was no. He also asked if there were any outdoor spigots and the answer was one near front drive. Alderman Zaring asked what happened when the meter was checked and Director of Administrative Services, Jeremy Smith, replied that the meter read correctly. Alderman Doerhoff asked if this was the first year for Mr. Yoder to have tomato plants and the answer was for the last three years. He also asked the amount of dollars that this increased his bill. Alderman Zaring asked if he did have a plumber check everything out and Mr. Yoder replied yes, everything had been checked out. Mr. Smith added that a tandem meter had also been installed and both that meter and the one at Mr. Yoder's property read the same.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Aug 17, 2020 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Marcia Milner, Gary Davidson
AYES:	Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED:	Clint Miller

B. Board of Aldermen - Work Session - Aug 17, 2020 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Mike Zaring, Board Member
AYES:	Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED:	Clint Miller

C. Executive Session Minutes August 3, 2020

Alderman Reece made motion to accept the executive session minutes from August 3, 2020 with a second by Alderman Doerhoff. Motion carried with voice votes all ayes.

D. Executive Session Minutes August 11, 2020

Alderman Milner made motion to accept the executive session minutes from August 11, 2020 with a second by Alderman Davidson. Motion carried with voice votes all ayes.

5. Agenda Items

A. Appointments to Board of Zoning Adjustment

Mayor Bowman made recommendation to appoint to the Board of Zoning Adjustment Gerald Saling, who currently served as an alternate to fill remainder of a vacated position ending in October, 2021 and to re-appoint Shannon Sipple and Jennifer Peters each to a five-year term expiring in October, 2025.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (Approval of Minutes)

EXCUSED: Clint Miller

B. AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY BETWEEN 505 E. WALL ST. AND 601 E. WALL ST. IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE.

Staff report presented by City Planner Roger Kroh. Mr. Kroh stated that during the thirty day response time for comments regarding the proposed alley vacation, staff received too many resident responses in opposition and as a result, cannot support vacating the alley at this time. Alderman Milner asked if there were possibly more alleys in town like this and Mr. Kroh answered yes. Mr. Blowers (the petitioner) asked how to propose resolving the issue of property taxes if not vacated. Mr. Kroh said he had asked for attorney opinion and it was determined it would not be a large amount, if any. Mayor Bowman asked Street Superintendent Rodney Jacobs to speak and he stated that this was one of the three alleys slated to be resurfaced this season. Alderman Reece stated she uses the alley daily and that at least six homes would be effected by this vacation. Alderman Milner asked if letters had been sent out to the neighboring homes and Kroh stated yes. He received four phone calls from the letter. Alderman Milner made a motion to table this until the next meeting with a second by Alderman Davidson. Motion carried with a roll call vote: Alderman Dickerson aye, Alderman Davidson aye, Alderman Milner aye, Alderman Miler excused, Alderman Turner aye, Alderman Reece aye, Alderman Doerhoff aye, Alderman Zaring aye.

RESULT: TABLED [UNANIMOUS]

Next: 9/21/2020 6:00 PM

MOVER: Marcia Milner, Board Member

SECONDER: Gary Davidson, Board Member

AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner

EXCUSED: Clint Miller

C. MJMEUC Appointments Resolution A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN TO APPOINT THE ELECTRIC SUPERINTENDENT AS A DIRECTOR OF THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILTIY COMMISSION AND TO APPOINT THE PUBLIC WORKS DIRECTOR AS AN ALTERNATE DIRECTOR OF THE SAME ORGANIZATION.

Staff report presented by City Administrator Brad Ratliff. Motion carried with roll call vote: Alderman Dickerson aye, Alderman Davidson aye, Alderman Milner aye, Alderman Miller excused, Alderman Turner aye, Alderman Reece aye, Alderman Doerhoff aye, Alderman Zaring aye. Upon passage, Mayor Bowman designated it to be Resolution #2020-024.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marcia Milner, Board Member

SECONDER: Matt Turner, Board Member

AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner

EXCUSED: Clint Miller

D. An Ordinance to make Shady Lane between Lake Avenue and Lexington Alley a one-way going west, and establish an effective date.

Staff report presented by Public Works Director Carl Brooks. A resident of Shady Lane presented a letter of opposition to the Mayor and Board regarding this topic. Alderman Dickerson asked how many wrecks had there been in that area and the answer was two. Alderman Zaring asked about possibly changing the one way to the East. Staff

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (Approval of Minutes)

recommended tabling this until can do a traffic study. City Administrator Brad Ratliff stated that the City should probably review all of the downtown area streets. Residents Jeff Malone and Peg Wyatt addressed board regarding this issue.

RESULT: TABLED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Gary Davidson, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

E. AN ORDINANCE AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT, AS LESSEE, WITH CARROLL COUNTY TRUST COMPANY AS LESSOR, TO FINANCE THE ACQUISITION AND EQUIPPING OF 2019 SPARTAN RESCUE PUMPER TRUCK; AND APPROVING CERTAIN DOCUMENTS RELATED THERETO.

Staff report presented by City Administrator Brad Ratliff and Financial Advisor Joey McLiney. Mr. Ratliff reminded the Board the decision to purchase the fire truck was made in November 2018. First reading of Council Bill #048. Alderman Turner made motion to move Council Bill 2020-048 to its second reading with a second by Alderman Milner. Having been read by title only twice, roll call vote: Alderman Dickerson aye, Alderman Davidson aye, Alderman Milner aye, Alderman Miller excused, Alderman Turner aye, Alderman Reece aye, Alderman Doerhoff aye, Alderman Zaring aye. Upon passage, Mayor Bowman designated it to be Ordinance #3509.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matt Turner, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

F. A RESOLUTION AUTHORIZING THE CITY TO CONTRIBUTE FUNDS TO THE CHAMBER OF COMMERCE “HEALTHY HARRISONVILLE” PROGRAM

Staff report presented by City Administrator Brad Ratliff. Upon passage, Mayor Bowman designated it to be Resolution #2020-025. Harrisonville Chamber of Commerce President Cheryl Bush thanked the Mayor and Board of Aldermen and stated it was greatly appreciated.

RESULT: APPROVED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Dave Doerhoff, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

6. Aldermen and Committee Reports

Alderman Doerhoff invited everyone to the next Town Hall meeting on Saturday, September 19, 2020.

Alderman Zaring thanked City staff including City Administrator Brad Ratliff and Community & Economic Development Director Jim Clarke for their assistance and help understanding some issues. He stated that the City needs to look at all alleys.

Alderman Davidson asked if there had been any problems with the new four-way stop at Independence and Washington and Police Chief John Hofer stated no.

7. Report from the City Administrator

City Administrator Brad Ratliff gave an update on city activities including the following:

- * Contractor to look at roof on Hangar B at the airport.
- * The 3-man electric department crew returned from Alexandria, Louisiana on the 6th.
- *Asplundh is now the company the City has contracted for tree trimming.
- *Microsurfacing on various city streets being completed this week.
- *Saturday, October 10th will be the city-wide clean up day at the Street Department location.
- *City has received three bids for lift station #1 and JCI was awarded the bid \$19,655.00.
- *Police Department shower room is being installed and close to completion.
- *New door and surveillance cameras being installed at city hall.
- *Engineering - A Request for Proposals City Lake Spillway Replacement was due September 3. City staff received five (5) proposals for the work.
- *City staff awarded the property survey and topographical survey contract to Bowers Land Survey Company, LLC in the amount of \$45,360.00 for the South Service Area project.
- *See, Click & Fix app is now available to all city residents.
- *Board of Building and Engineering Appeals (BBEA), results from August 26th
 - 1- The owner of 5 New Castle Cir has been issued a permit and work has started on rehabbing this property. BBEA has agreed to dismiss the DB Code Case.
 - 2- The owner of 1601 New Castle Dr has agreed to demolish the structure. BBEA has issued a confirmation of fact finding and agrees with Code Enforcement finding of dangerous building status. Owner has agreed to apply for a demolition permit and City staff expect the owner to apply for the permit this week.
 - 3- 301 E Washington St., BBEA has issued a confirmation of fact finding and agrees

with Code Enforcement finding of dangerous building status.

4- 104 E Pearl St., BBEA has issued a confirmation of fact finding and agrees

with Code Enforcement finding of dangerous building status.

*Building Codes Officer position is open. New Codes Enforcement Officer, Katie Phelps, will start full time work the week of September 7th, 2020.

*The new beam is installed in city council chambers.

*402 Sycamore – Assisted Chris Pinkepank with layout of a new home at 402 Sycamore. It will be the first new home on this street near the railroad in many years.

*Incident at City Hall. Thank you to Mayor Bowman, the Police Department for their support and assistance that day and to Alderman Davidson for attending the court hearing on behalf of the aldermen.

A. August 2020 Municipal Court Report

8. Questions from the Media

None.

Mayor Comments: Mayor Bowman said she was pleased with how well the use of the Agenda Request Form was this evening with the resident who had concerns about a water bill. She encouraged the aldermen to recommend its use to their constituents as the need arises.

9. Adjourn to Executive Session pursuant to RSMO 610.021 (2) pursuant to leasing, purchase or sale of real estate

Alderman Milner made a motion to adjourn to executive session pursuant to RSMo 610.021 (2) pursuant to leasing, purchase or sale of real estate with a second by Alderman Doerhoff. Motion carried with roll call vote: Alderman Dickerson aye, Alderman Davidson aye, Alderman Milner aye, Alderman Miller excused, Alderman Turner aye, Alderman Reece aye, Alderman Doerhoff aye, Alderman Zaring aye.

10. Adjourn From Regular Session

A motion to adjourn was made by Alderman Doerhoff to adjourn with a second by Alderman Zaring. Motion carried. Meeting adjourned at 7:54 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (Approval of Minutes)

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Randy Jones, City Clerk
DATE: September 15, 2020
SUBJECT: Love the Square Presentation

Type of Item: *Discussion*

Amanda Stites with Love the Square will give presentation.

A. Action Item (ID # 3614)

Love the Square Presentation

Attachments:

Love the Harrisonville Square 2020 Organizational Report - 091520 (PDF)

LTHS Funding Request Letter - 2021 (PDF)



2020 Organizational Report

Version 1: September 15, 2020

Our Mission

To encourage investment and entrepreneurship within the district, support investors and businesses with advice and direction, create community involvement with activities and events, cultivate partnerships with other like-minded organizations and the unique historic heritage of the Harrisonville Square.

Affiliate Grant Program

We have completed the two-year Affiliate Grant process with Missouri Main Street Connection.

That educational grant provided us with the tools needed to succeed as a Main Street Community, including the proven 4-Point approach to revitalization through:

- Design
- Economic Vitality
- Organization
- Promotion



Transformation Strategy

A comprehensive strategy that guides the direction of the four points. It takes into consideration the community's vision, the district's economy and opportunities.

Our Transformation Strategies

Entertainment, Dining & Retail

- Support the growth of new and existing businesses in these categories
- Sponsor low barrier opportunities to develop entrepreneurs
- Heighten the appeal of downtown as a location for prospective businesses
- Answer some of the wildly important goals collected from the community

Target the Largest Demographics

- Focus on activities to attract and retain 30-45 year-old spending in the downtown district
- Develop and strengthen the relationship between Harrisonville's core four consumer market segments and the downtown district
- Leverage marketing and communication tactics that appeal to these demographics

Current Projects: Design

District Maintenance Projects: On-Going

Refresh and maintain seasonal flowers in the Square flower planters. Document and discuss repairs needed with the with City/County. Host clean up days.

Façade Grant: NEW / In Progress

Matching fund grants for business property/owners to improve buildings in the district. Offered \$3,250 in grants for a return of \$21,517 in total improvements.

Entryway to the District: NEW / In Development

Create a welcoming entryway to the district from Mechanic Street.

Placemaking Projects: NEW / In Development

Work with building owners, the City and the Historic Preservation Commission on creative placemaking designs that attract visitors to the downtown district.

Current Projects: Economic Vitality

Online Business Owners Guide: On-Going

Collect and maintain a page of resources for prospective new business owners in the district. Includes information from the City of Harrisonville, Historic Preservation Commission, educational resources and potential funding sources.

Entrepreneur Development Program: In Progress

Encourage the development of retail, food and entertainment entrepreneurs through low barrier market entry points at the Farmers & Artists Market, Junk in the Trunk Flea Market and The Winter Market.

Downtown Visitor's Guide: NEW / In Development

Create an easily accessible guide to the businesses in the district. Will include location, hours, menus/services offered and promotional information (if available).

Current Projects: Organization

Annual Partnership Campaign: On-Going

Develop relationships with private sector partners and district stakeholders to encourage investment in our organization.

Volunteer Recruitment & Retention: On-Going

Recruit and retain volunteers in order to build on the 1,200+ volunteer hours (an estimated \$15,000+ value to the community) donated in 2020.

Community Improvement District: NEW / In Development

Work with the City Economic Development Director to research, plan and implement a CID for our footprint.

Grant Writing: NEW / In Development

Research, plan and apply for relevant grant opportunities.

Current Projects: Promotion

Special Events: On-Going

Plan, promote and execute special events (Small Business Saturday, Christmas on the Square, Antique Transportation Show) that attract visitors to the downtown district.

Entrepreneurship Event Promotion: On-Going

Promote and grow entrepreneurship events (Harrisonville Farmers & Artists Market, Junk in the Trunk Flea Market, The Winter Market) now part of our organization.

Brand Awareness Campaign: On-Going

Build awareness of our organization through social media (2,700+ followers), community outreach, website, print materials and local news coverage.

Spotlight Video Series: NEW / In Progress

Produce and promote a series of video interviews with district businesses highlighting downtown as a business-friendly environment.

Downtown District Destination Marketing: NEW / In Development

Develop materials and merchandise that market the district as a destination for interregional tourism.

Diversified Funding

A true public-private partnership has been identified as a key indicator in the success or failure of a Main Street organization.

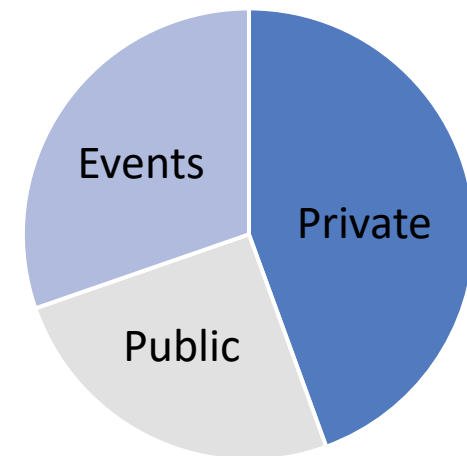
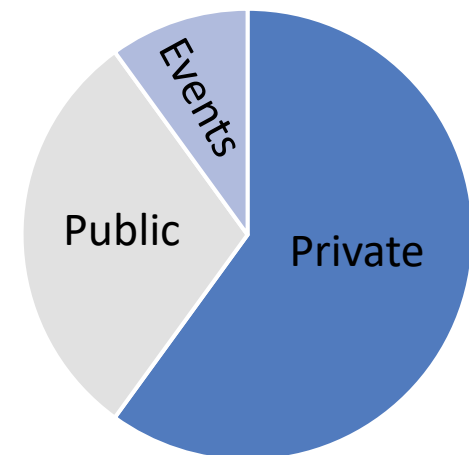
Main Street Recommendation

A 60/30/10 funding mix is recommended by both Missouri Main Street Connection and Main Street America. This diversified mix distributes funding responsibilities across the public and private sectors, as well as the organization itself.

2020 Funding Mix

Private funding and event revenues comprised $\frac{3}{4}$ of our 2020 budget (\$15,000). The City of Harrisonville provided a budgetary line item for reimbursable expenses of \$5000. The City's contribution normally funds training expenses.

NOTE: Events also includes grants not related to the Public sector.



Future Funding Needs

As Love the Harrisonville Square continues to grow, and we face new challenges, our funding needs are also changing.

COVID-19 Impacts

The loss of large fundraising events this year will impact up to 25% of our annual budget. Additionally, we expect a slight decline in private investment as local businesses have also been affected by COVID-19.

Façade Grant Funding

In person MO Main Street Connection training and State Conference were cancelled in 2020. This freed up additional funds to make the Façade Grant program possible. Assuming training resumes in 2021, we will be lacking funds to continue this program.

Increased Christmas Light Costs

As the condition of building roofs on the Square continue to worsen, the costs to safely install the much-loved lights on the buildings has increased substantially from \$2600 a year to \$8600 this year (with replacement lights) and \$4500 in future years.

Future Funding Needs

Creation of a Community Improvement District

Long-term fund generation is needed to sustain the organization. A CID for our existing Downtown District will better enable our organization to grow and adapt as with the district itself. Costs to create a CID are currently estimated at \$15,000.

Preparation for a Paid Executive Director

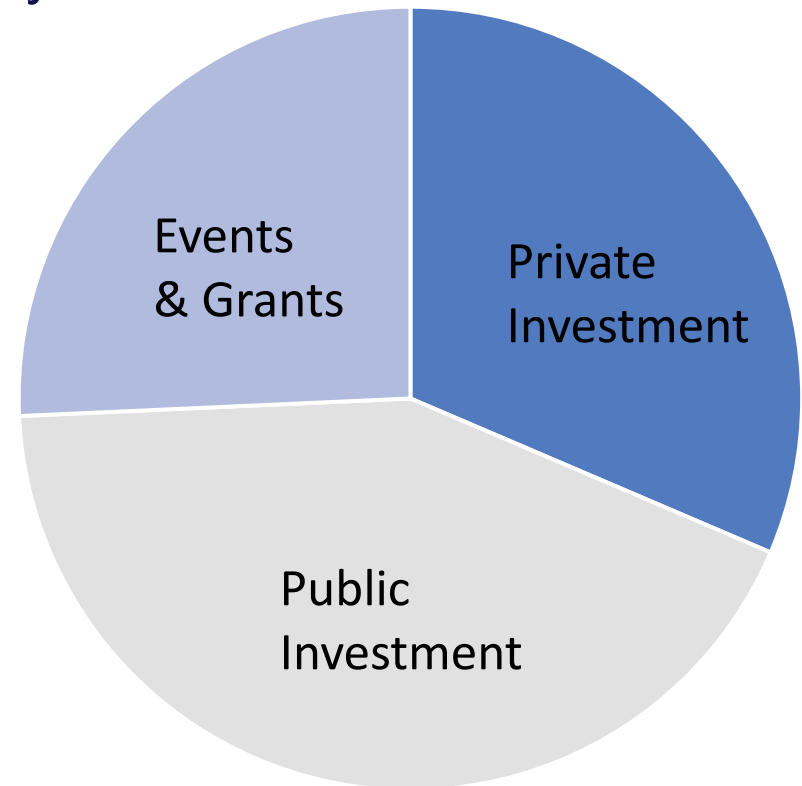
This key organizational role is currently missing from our organization. Filling this role is a requirement to receive full accreditation from Main Street America and was a goal of the two-year Affiliate Grant with Missouri Main Street Connection.

The ability to hire and maintain a quality full-time Executive Director is also a key indicator of the failure or success of a Main Street program.

Proposed 2021 Funding

In order to meet growing budgetary needs and lay the foundation for a thriving organization we propose the following funding mix in 2021.

- **Private Investment**
\$11,000
- **Events & Grants**
\$9,000
- **Public Investment**
\$15,000



In Summary

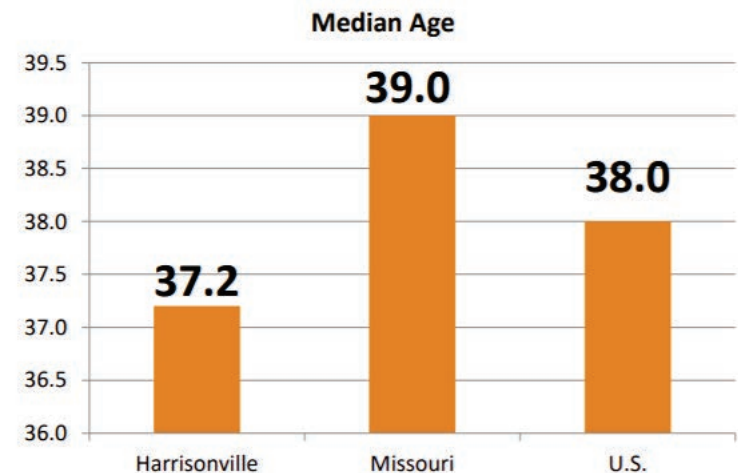
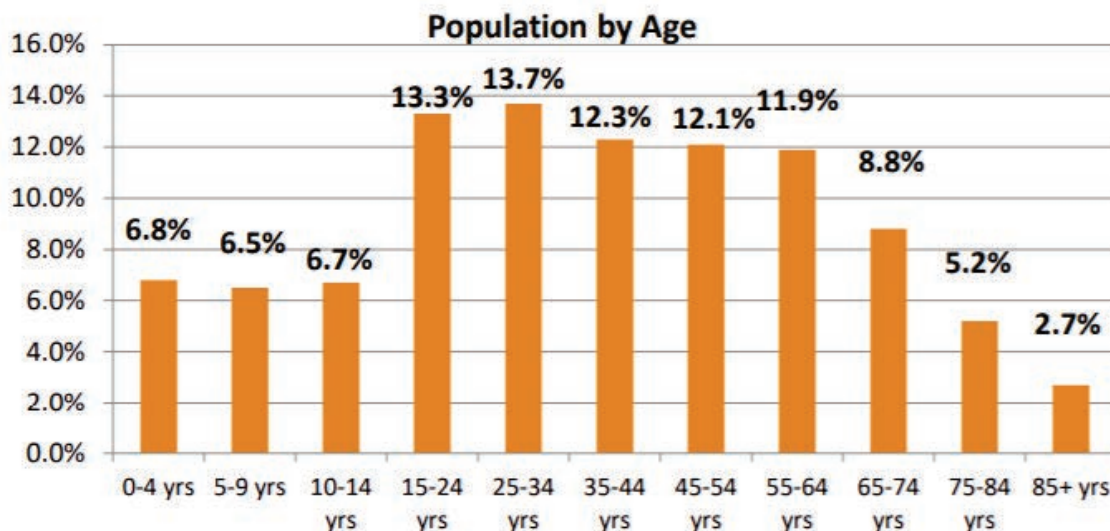
According to Main Street America, budget needs are expected to change as the program matures. Programs often require additional funding during the growth period. Following the completion of the Affiliate Grant and our continued efforts we are growing. We look forward to strengthening our partnership and the Downtown District.

Supplemental Information

Wildly Important Goals (WIGS) Word Cloud: Collected during Town Hall Meeting, 2018



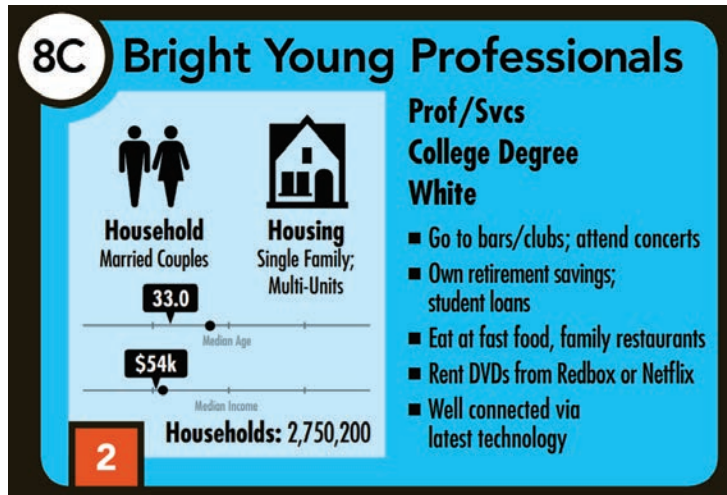
Harrisonville Population by Age: Data from 2010 Census



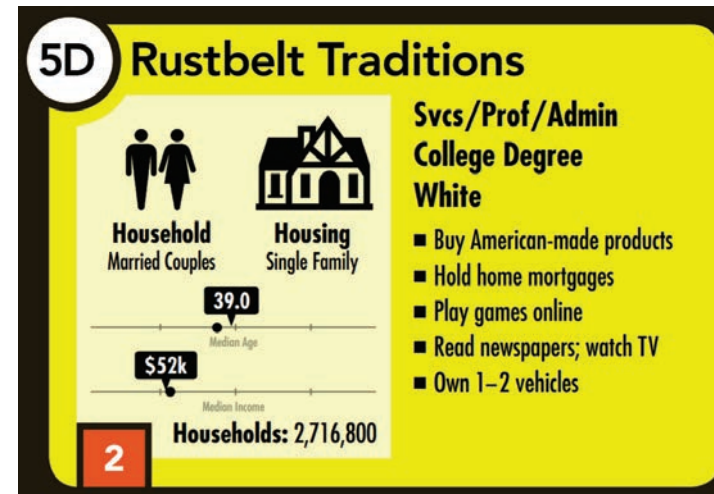
Supplemental Information

Core Four Consumer Market Segments: ESRI Tapestry Segmentation for City limits

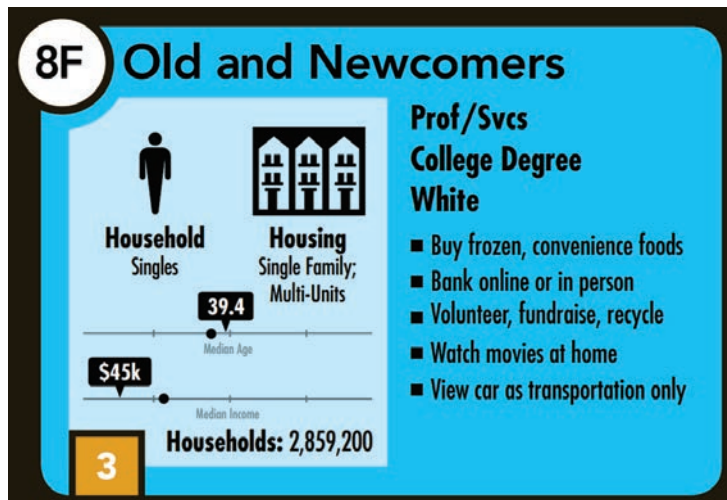
#1 - 20.4%



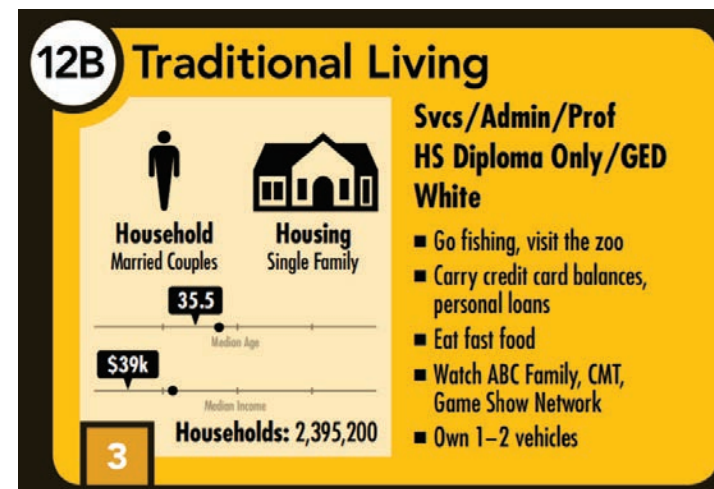
#2 - 20.0%



#3 - 17.3%



#4 - 13.8%



Supplemental Information

“Benchmarking Your Programs Progress”, National Trust for Historic Preservation

82% of Main Street Programs will succeed, but 18% fail. Of the 18% that fail, the failure has been shown to result from one of the following issues:

- Failure to work comprehensively in all areas of the four-point approach
- Lack of a true public-private partnership
- Failure to grasp the interdisciplinary nature of the Main Street approach, thereby duplicating existing activities instead of serving as a coordinator of a collaboratively developed revitalization agenda
- A tendency to focus activity exclusively on the commercial district, rather than looking at the entire community and assessing all the economic, political and cultural factors that are affecting the district
- Failure to hire and retain competent, full time staff
- Inability or unwillingness to make a long-term commitment to the revitalization process

Supplemental Information

Main Street America Budget Guidelines

Main Street program has financial resources to carry out its annual and evolving program of work. The size of a program's budget will change as the program matures (in its early years, it may need less money than in its growth years).

General guidelines for minimum operating budgets are:

- Small town programs: \$40,000+ annually (populations of less than 5,000 people)
- Midsize community programs: \$60,000+ annually (populations between 5,000 - 50,000)
- Large town or urban neighborhood programs: \$100,000+ annually (community or neighborhood population greater than 50,000 people)

The budget should be specifically dedicated for the purpose of revitalizing the district:

- The Main Street program's budget should contain funds adequate to cover the salary and benefits of staff; office expenses; travel; professional development; and committee activities.
- Revenue sources are varied and broad-based, including appropriate support from the municipal government.
- There is a strategy in place to help maintain stable funding.

Supplemental Information

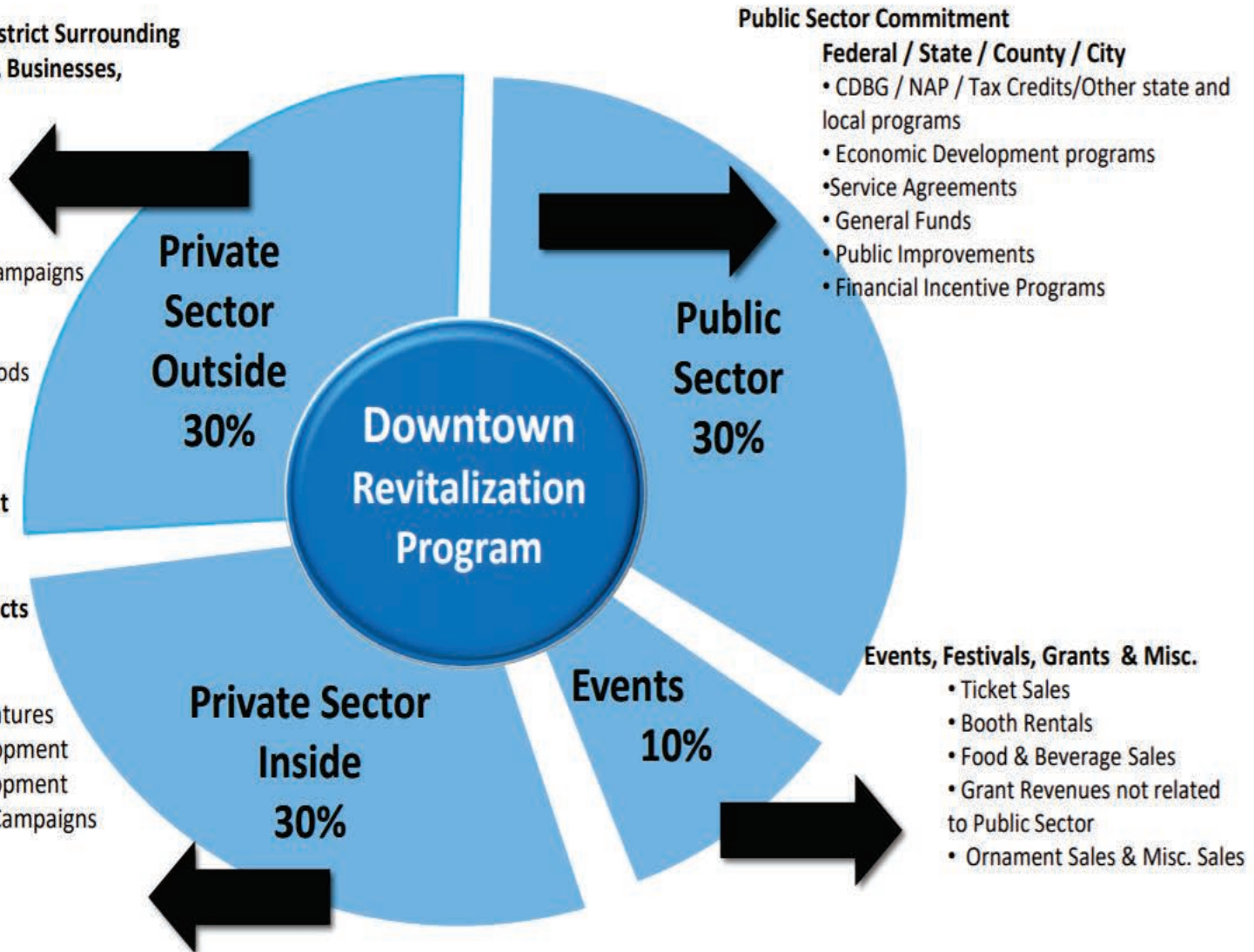
Main Street America 30/30/30/10 Funding Model

Private Sector Outside of the District Surrounding Neighbors, Visitors, Consumers, Businesses, Supporters/Investors

- Large Corporations
- Utilities/ Colleges
- Endowments
- Planned Giving
- Partnership /Investor Campaigns
- Alumni
- Sponsorships
- Outside providers of goods and services

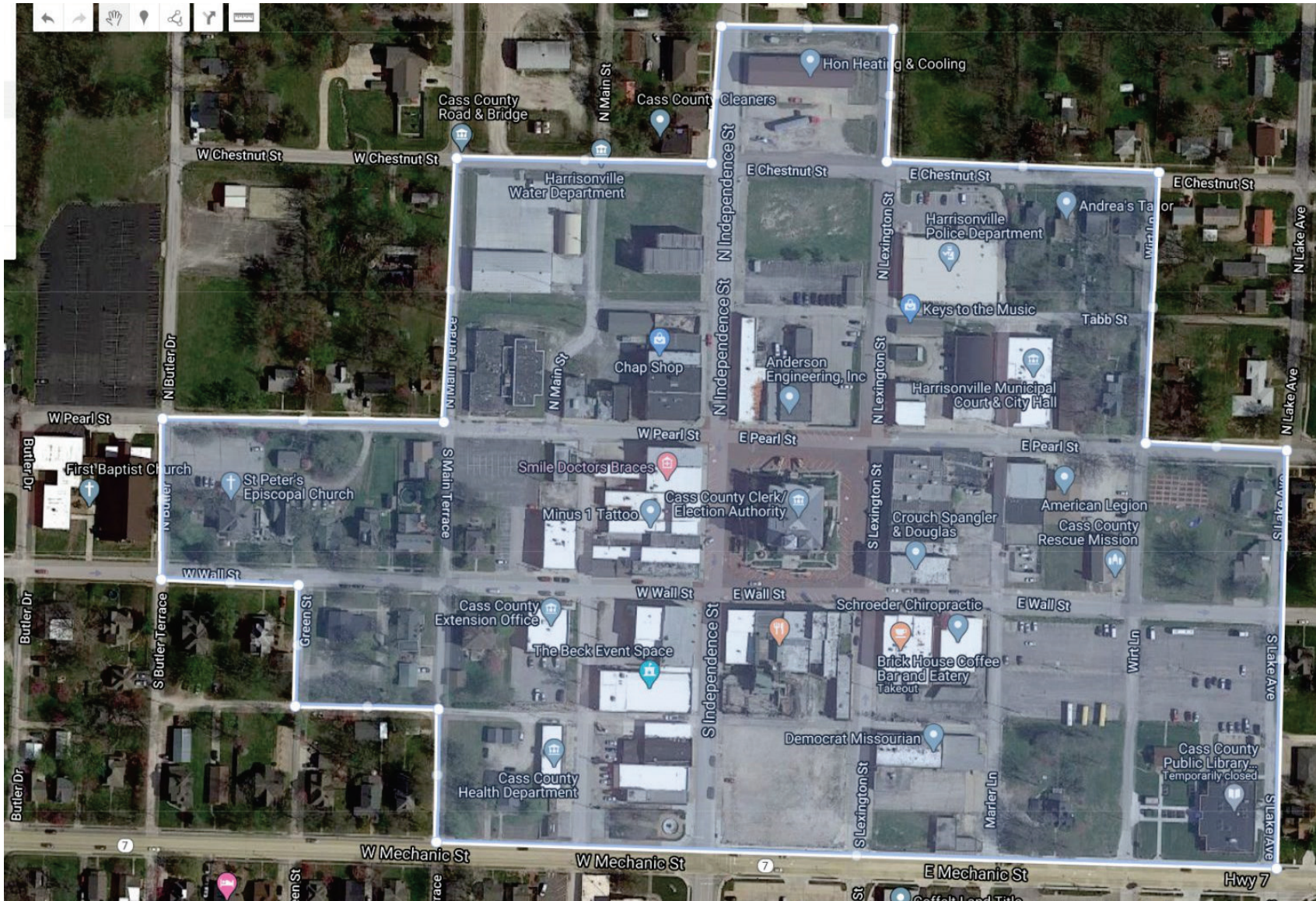
Private Sector Within the District Business/Property Owners Residents/ Local Employees

- **Special Taxing Districts (CID) Community Improvement Districts
- ** Entrepreneurial Ventures
 - Property Development
 - Business Development
- Partnership/ Investor Campaigns
- Marketing Initiatives
- Sponsorships
- Endowments
- Planned Giving



Supplemental Information

Current Downtown District Footprint



Supplemental Information

Love the Harrisonville Square Website: <https://lovethesquare.org/>

- **Façade Grant Information:** <https://lovethesquare.org/announcing-facade-grants/>
- **Business Owners Guide:** <https://lovethesquare.org/business-guide/>
- **Partnership Campaign:** <https://lovethesquare.org/support-the-square/>
- **Volunteer Recruitment:** <https://lovethesquare.org/get-involved/>
- **Special Events:** <https://lovethesquare.org/whats-new/>
- **Farmers & Artists Market:** <https://lovethesquare.org/farmers-market/>
- **Junk in the Trunk Flea Market:** <https://lovethesquare.org/junk-in-the-trunk/>
- **The Winter Market:** <https://lovethesquare.org/winter-market/>
- **Spotlight Video Series:** <https://lovethesquare.org/spotlight-videos/>

Facebook Page: <https://www.facebook.com/LovetheHarrisonvilleSquare>

Instagram: <https://www.instagram.com/lovetheharrisonvillesquare/>



Our History. Our Home. Our Heart

September 15, 2020

To: Mayor & Board of Aldermen

From: Love the Harrisonville Square Board of Directors

Re: 2021 Budget Considerations

Love the Harrisonville Square has now completed the two-year Affiliate Grant training process with the Missouri Main Street Connection. We have put into action the 4 Point Approach™ recommended by MMSC and Main Street America and identified our key Transformation Strategies.

In the past year we have quadrupled our volunteer hours from 2019, partnered with the Farmers & Artists Market and other low barrier events to build entrepreneurship, implemented a well-received façade grant program and marketed the downtown district to members of our community and beyond.

We believe we have entered a new stage of growth as an organization and are preparing to undertake new projects that will further our goal of strengthening the downtown district. These planned projects include a welcoming gateway to the Square, a visitor's guide to the downtown district, a Community Improvement District, and a destination marketing plan.

We appreciate the city's yearly financial assistance but in order to grow our mission we would ask that consideration be given to strengthening that financial support. We are currently granted \$5,000 in the city's budget and we are seeking to increase that support to \$15,000. We will continue to raise monies from our private partners in the community and leverage other fundraising opportunities but need additional funding to sustain the growth our organization has already begun.

We are excited by the progress in the downtown Harrisonville district and many of our goals are starting to come to fruition. The economic development that we can accomplish together in the years to come will set the standard for communities throughout the region. The City, Mayor and Board of Aldermen are key partners in that success, and we look forward to your renewed support.

Respectfully,

Scott Beck

President

Love the Harrisonville Square

Love the Harrisonville Square is a qualified tax-exempt corporation under Section 501(c)3 of the U.S. Internal Revenue code.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 15, 2020
SUBJECT: Let Freedom Ring Event Permit

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Angela Bartlett

Requested Actions: Event Permit for Parade on October 3, 2020

Date of Application:

PROPOSAL

The applicant, Angela Bartlett has requested to have a Parade on October 3, 2020 from 12:00 pm to 1:30 pm. The parade entries will stage in old hospital parking lot and Elm Street near the High School prior to the event. The requested route is right on Elm Street out of the old hospital lot, left on Price Street, right on Pearl Street, right on Independence Street and commence at the bottom of hill near Vine Street and the gravel parking lot.

PREVIOUS ACTIONS

This is a first-time event for this applicant, but several similar events have occurred over the years with few problems or concerns. Most of the recent problems are addressed in the Parade Rules document. The applicant has been provided the parade rules and regulations document (attached) and has agreed to adhere to these rules. The applicant will submit the required insurance to the City Clerk's Office should this event permit be approved.

KEY ISSUES

Staff supports community events such as this but has concerns with this event after speaking with the applicant on September 14, 2020. The event permit requests the use of Pearl Street and Independence Street however the applicant will also need Price Street and Elm Street since they are staging for the event on Elm Street and the old hospital road. The applicant stated that she is unsure of how many parade entries she will have and the type of entries. The applicant was advised should there be animals if they would need to provide some way to pick up animal

droppings along the roadway after the event. The applicant was advised to contact the county courthouse for use of their property and electricity for the judges and DJ stand.

The applicant advised that staging would begin around 9:00 am and that the parade would begin at 12:00 pm. The weekly Farmer's Market is scheduled to end in September so this event should not conflict with that event. If the Farmer's Market continues after September it typically ends at noon so it should be shut down prior to the time the parade reaches the square. We will utilize the VIPS to assist with the road blockages as much as possible but this request will require some overtime being paid from police department staff.

The estimated cost for staff for this event is \$360.00 for the Police Department and \$590 for the Street Department.

STAFF COMMENTS AND SUGGESTIONS

STAFF RECOMMENDATION

It is staff's recommendation that this event be approved as long as and all noted rules and regulations are adhered to and that all state laws and local ordinances are followed.

ATTACHMENTS

Event Permission Application
Parade Rules Document

STAFF CONTACT:

John J. Hofer
 Chief of Police
 jhofer@harrisonville.com

B. Action Item (ID # 3613)

Let Freedom Ring Event Permit

Attachments:

Let Freedom Ring Event Permit 2020 (PDF)

Parade Rules (PDF)

SPECIAL EVENTS APPLICATION

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

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

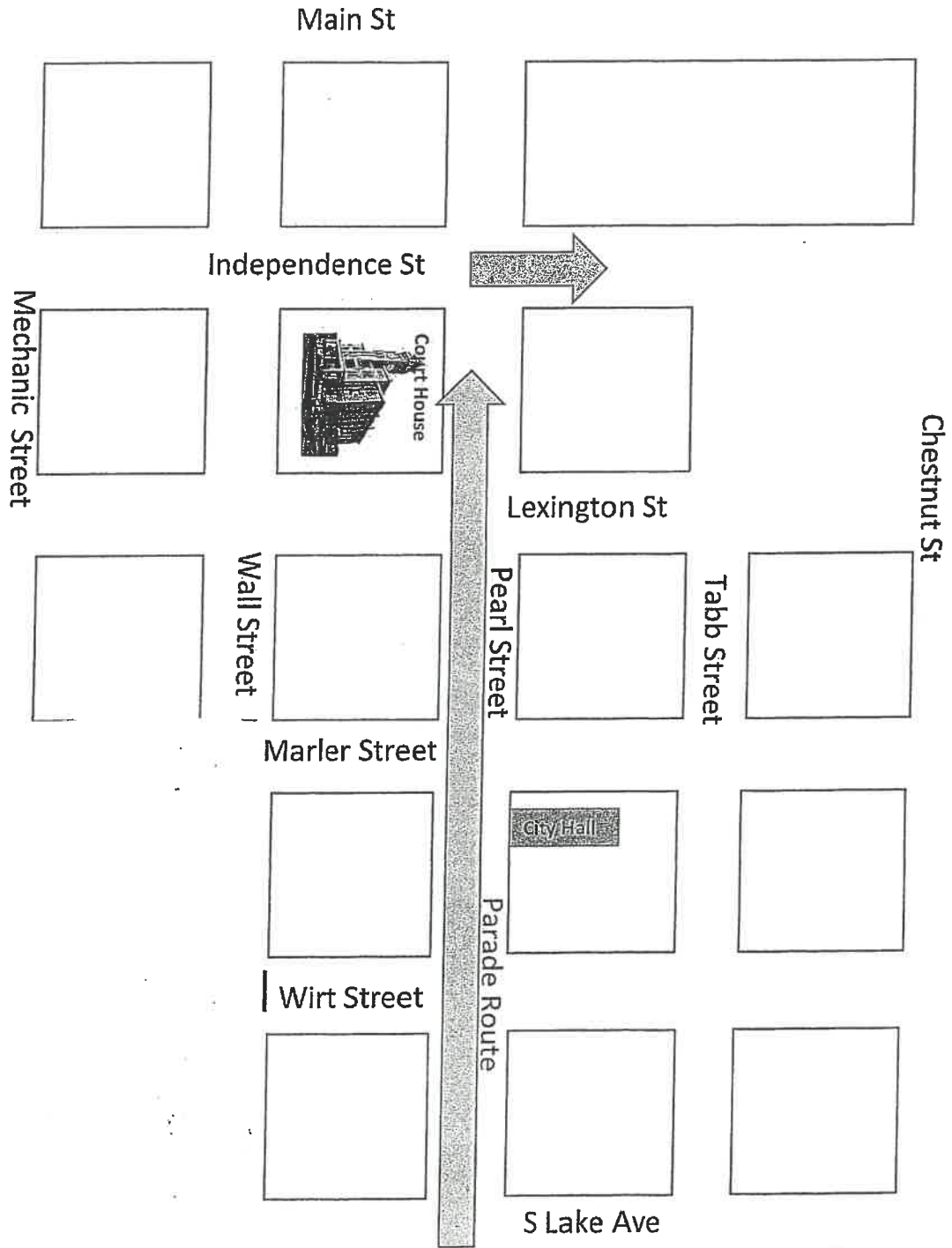
1. Organization: Let Freedom Ring
2. Name of Applicant: Angela Bartlett
Address: 3102 Twin Pines
Phone: 816-1694-2986 Cell: Ø
3. Purpose of Event: To bring our community together
4. Proposed date(s) and time(s) of Event: Oct 3, 2020
5. Location(s) where event will be held: From Pearl St
turning North at Independence St ending
at the vacant lot just North of Vine St.
6. Anticipated crowd size: 400
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: _____

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Let Freedom Ring Event Permit 2020 (Let Freedom Ring Event Permit)



Harrisonville Parade Rules & Regulations

1. Entrants must observe all applicable rules and regulations and follow instructions from police and parade officials or be barred from the parade. The Harrisonville Police Department reserves the right to remove any entrant from the parade either prior to or any time during the parade.
2. No Parade participant may throw candy or any other item to Parade spectators. **Any entry with participants throwing items will be removed from the Parade by the Parade applicant/director and/or the Harrisonville Police Dept. Walkers may hand items to spectators only. There will be no exceptions to this rule.**
3. Tractors, trucks and other tow vehicles must be clean, attractive and quiet running vehicles.
4. No entry will be allowed that conveys any obscene message.
5. **No one will get on or off a float or entry once it has started down the parade route.**
6. All entries having music or sound amplifying systems shall maintain a volume that will not interfere with other entries, especially those with animals. If a unit is informed by the Police that the noise generated by their unit is too loud; they shall immediately turn the volume down or take other steps identified by the parade applicant/director or the Police.
7. Drivers of any and all vehicles in the parade areas must possess a valid driver's license, be at least 18 years old, and possess all liability vehicle insurance. The driver will remain seated in the driver's seat for the duration of the parade. Entries (lawn mowers, mini bikes, mopeds, go-carts, etc.) with younger drivers require written approval by the Chief of Police at least 24 hours prior to the event.
8. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
9. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
10. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
11. Floats must have proper safety chains to connect the float to the tow vehicle.
12. Support vehicles for marching units will not be allowed in the parade.
13. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side.
14. Parade units that stop along the parade route due to a mechanical malfunction may be removed from the parade.
15. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the City of Harrisonville, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 15, 2020
SUBJECT: Halloween Night on Pearl Street II 2020

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Vanessa Zaroor

Requested Actions: Closure of Pearl Street on Halloween Night for Safe Trick-or-Treating.

Date of Application: September 14, 2020

PROPOSAL

The applicant, Vanessa Zaroor, has submitted an event permit application to close a portion of Pearl Street on Halloween night (Oct. 31st) for safe trick or treating purposes. The request is to close Pearl Street from Price Street to Wirt Street for a safe, free of vehicular traffic Halloween night environment. The requested closure is for Saturday October 31, 2020 from 5:00 pm through 9:00 pm.

PREVIOUS ACTIONS

This is the second year for the event and the event appeared to be a success last year with just a few staff concerns shown below.

KEY ISSUES

Covid-19 – This is obviously a concern this year. The applicant will need to follow guidelines as laid out by the Cass County Health Department. Should the covid-19 situation worsen, or guidelines change, the applicant will need to adapt and adhere to the new guidelines or cancel the event accordingly.

Road Closures – while attending this event last year I observed vehicular traffic mixed with the many children participating. It was discovered that road closure barricades were moved by some local residents trying to get home and maybe not put back in place. I would recommend that an adult be placed at each barricade for the duration of the event to ensure that the barricades remain in place.

Insurance – according to the city clerk the required insurance naming the city as additionally

insure was not submitted for last year's event.

Extending to Price Street – Street Superintendent Rodney Jacobs has concerns in extending this event from Halsey to Price Street as it makes the closure of Halsey Street more difficult as there is no place to turn off or around on Halsey so the road closure barricade will need to be at Mechanic Street.

Hayride – Ms. Hargrave's email (recap from 2019) to Mayor Bowman and I dated January 22, 2020 expresses an interest in adding a hayride to the 2020 event. Although the hayride is not requested in any of the 2020 event permit application documents from the applicant, I would still like to state that I am opposed to any type of trailer ride during this event. Whether it is inside or outside the requested event area I think it goes against the theory of making it safer for the trick or treat participants.

STAFF COMMENTS AND SUGGESTIONS

In speaking with the applicant there are no requested City services other than the required street blockage equipment. The Street Dept. will have staff on hand to set up and tear down the necessary barricades. The estimated cost for staff to complete this task is \$295 for this event.

STAFF RECOMMENDATION

Staff recommends approval for this closure of Pearl Street from Price Street to Wirt Street and will provide barricades for these 15 different road blockages. Staff recommends that the applicant provide an adult to monitor each roadblock to ensure that the barricades remain in place.

ATTACHMENTS

Event Permit Application

Event Map

2019 Event Recap submitted by the applicant

2020 Email submitted by the applicant with the event permit application

STAFF CONTACT:

John J. Hofer
Chief of Police
jhofer@harrisonville.com

C. Action Item (ID # 3615)

Halloween Night on Pearl Street II

Attachments:

Pearl Street Halloween Closure Request Application (PDF)

Pearl Street Halloween Closure Request Map - 2020(JPG)

Halloween on Pearl Street Email 2020 (PDF)
(A Late) Halloween Recap (14.6 KB) (MSG)

SPECIAL EVENTS APPLICATION

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

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

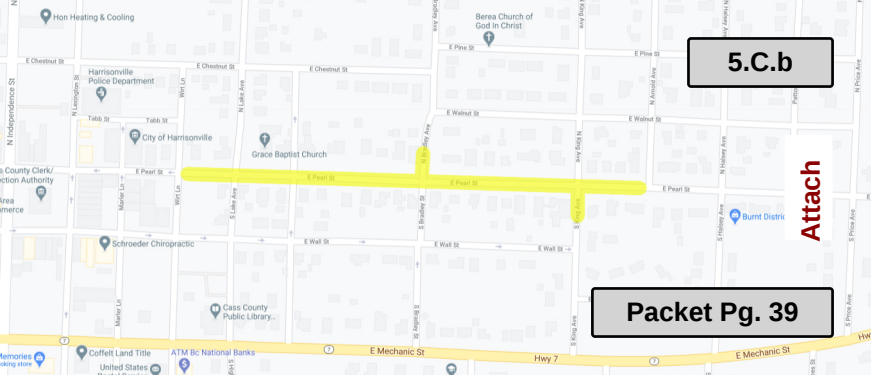
1. Organization: Pearl Street Homeowners
2. Name of Applicant: Vanessa Hargrave + Pearl Street Residents
Address: 904 E. Pearl, Hville
Phone: 816.591.2950 Cell: (same)
3. Purpose of Event: To keep our children safe on Halloween while Trick or Treat
4. Proposed date(s) and time(s) of Event: 10.31.20 5-9 pm
5. Location(s) where event will be held: Pearl Street, from Wia Ln to Price Street, as well as two small areas connected to Pearl on Bradley + King streets.
6. Anticipated crowd size: standard Trick or Treating crowd
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: The residents of Pearl Street, being one of the City's most popular Trick-or-treat areas, would like to once again ask for our street to be closed to traffic to provide a safe spot for the youth of our town to Trick or treat.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Pearl Street Halloween Closure Request Application (Halloween Night on Pearl Street II 2020)



5.C.b

Attach

Packet Pg. 39

jhofer@ci.harrisonville.mo.us

From: Vanessa Hargrave <Vanessa@pressurepro.us>
Sent: Monday, September 14, 2020 10:14 AM
To: 'Brad Ratliff'; Judy Bowman; mzaring@harrisonville.com; ddoerhoff@harrisonville.com; Judy Reece; mmilner@ci.harrisonville.mo.us; cmiller@harrisonville.com; mturner@ci.harrisonville.mo.us; gdavidson@harrisonville.com; jhofer@ci.harrisonville.mo.us; streetsup@ci.harrisonville.mo.us
Cc: shannon.hiser@gmail.com; ashley.bollinger@outlook.com
Subject: Pearl Street Closure Request for Halloween
Attachments: Pearl Street Halloween Closure Request Application.pdf; Pearl Street Halloween Closure Request Map - 2020.jpg; (A Late) Halloween Recap (14.6 KB)

Good morning all! Since we're only 47 days out, I've gone ahead and copied the entire City of Harrisonville team here, including our amazing Street Department whose shoulders this request fall upon.

First, a brief rundown on the history of this request. As most of you know, I moved to Pearl Street last April. After moving in, and meeting many of our neighbors, I quickly realized how neat the neighborhood was, and we created a street page, where we could communicate with one another. One of the first topics on our page (and in our in-person talks) was about Halloween. Most know that Pearl is one of the most trick-or-treated streets in town, but despite the popularity of the street, many homeowners had opted out of being 'open' for our little ghouls and boys on Halloween. I inquired why this was, and one of the reasons most given, was "because the traffic gets too out of control, and we're worried a child is going to get hurt". I posed the question, "what if we could work with the city to shut down the street to thru traffic, to create a safe space for our youth?", to which the response was "then we'd gladly participate".

This brings us to the recap from last year, which I sent to the entire board and Chief Hofer (and is attached for your review). A quick recap, with (most of) the street barricaded, we had an amazing response from not just our neighborhood, but community. We welcomed just over 1000 trick or treaters. Businesses and individuals pitched in to help with candy budgets for any homeowners on fixed budgets. Parents were able to enjoy watching their children go from house to house, in a safe area where they didn't have to worry about traffic, and the crowds were able to space out (which will be particularly important this Halloween). Most, we went from *maybe* half of the houses on the street open, to over 90%. The feedback we received (from postings on Harrisonville related social media pages – again, some of which were provided to the Board and Chief last year on our recap) to parents approaching homeowners and thanking us for the effort for the 'event', was resoundingly positive and a highlight for our community.

The only negative feedback from the event, was the fact that the street closure didn't extend all the way east to Price, as it cut off four homes, who have always participated. More, it creased more traffic in their area, with people cutting in from Price, and up Patton Street and Halsey Avenue trying to find parking (or trying to get to Pearl since you couldn't see the street closure from Price). As, such, this year, we'd like to ask again for the street to be closed, all the way from Wirt to Price, from 5pm to 9pm. Our intent, as homeowners, is to let the community know that the street will only be 'open' for trick-or-treaters, from 5:30 to 8:30pm, helping us control our schedules a bit (since Halloween is on a Saturday) and giving people a bit of time to filter out before barricades are removed.

More, you will notice on the attached Closure Request Map, that we also have included small 'wings' off of Pearl, on both King and Bradley. We'd love to include that space, for local food providers, including Branding Iron, to be able to park their food trucks. This would allow people wanting to utilize their service, to veer off the main path and avoid any large congregation of lines (something at the forefront of our minds this year).

If anyone has any questions, please don't hesitate to reach out. Myself, and the other homeowners, are happy to be available, and appreciate your support in helping us ensure another safe Halloween for our youth!



Vanessa Zaroor Hargrave

COO at Advantage PressurePro, LLC

Direct 816.925.0282 **Main** 816.887.3505

205 W. Wall Street, Harrisonville, MO 64701



Daniel Barnett

From: Vanessa Hargrave <Vanessa@pressurepro.us>
Sent: Monday, January 20, 2020 5:15 PM
To: Judy Bowman; 'John Hofer'
Subject: (A Late) Halloween Recap

Forgive me for my (extreme) tardiness on sending a recap of Halloween. I meant to do this months ago, and – well – life (it's my busy – well, even more busy – volunteer/charity season). Regardless, I was talking to one of my fellow Pearl Street residents this weekend and it reminded me to reach out to both of you with a recap.

The 'Trick or Treat on Pearl Street' event seemed to go over extremely well with the public. The response we received from the public, as homeowners, was that the citizens of Harrisonville loved having an area that was blocked off and safe for their kids to be able to relax and trick or treat. Here are some of our 'stats':

- Nearly 90% of the homeowners on Pearl participated, even those of houses not currently inhabited (were being remodeled, etc), which was a drastic change from the years prior, when participation had fallen to about 50%. On a deeper note, I had two homeowners let me know that they had stopped not just for personal reasons (including the cost of candy taken on personally), but also because the street was typically so crowded with vehicles, that it made them nervous for the kids, so they had quit 'lighting up' as a stop. Having the street blocked was their reason for jumping back in again, as they knew the children would be safe.
- Homeowners passed out candy to just over 1,000 children (even with the cold weather).
- Several local businesses jumped in to cover homes, either taking up spots and bringing candy to pass out on their own, or donating candy to residents to help with the cost. These included ShowMe Auto Mall, JKB Auto, American Family Insurance (Cameron Chenoweth), Amanda Davis Realtor, Cheryl Bush Realtor, Shelter Insurance (Brad Seiner) and more. More, numerous citizens jumped in on their own to help provide funds, or candy, to residents that needed help stocking their stash of candy.
- Over 58 citizens commented, and over 300 'liked' my personal post about the event, providing feedback that both they, and their children, loved the street being shut down and thanking homeowners and the City for their work and support of this. More, I saw that the City had numerous posts from citizens, talking about how this event was a big win for the City, more citizens posted on the local Rants and Raves pages, and hundreds of citizens were talking about the shut down in the days after.

Other information and feedback:

Street Closing: We had one negative comment from a fellow homeowner, due to the street being shut down earlier than we had been told (and I had relayed to the in our private page). She was immediately appeased when we let her know she could move the barrier, get into her drive, and place it back. (She was just worried she would get in trouble for doing so.) Both her, and all of the rest of Pearl, was very happy with how things flowed, and were so appreciative of the Street Department's efforts. Also, we loved having a few of the street workers show up for trick or treating, allowing us to thank them in person!

Parking: I personally surveyed the parents of several trick or treaters, asking them about parking (as that was one of my biggest concerns, asking parents to walk from the library and public parking lots near the square). The response was that it went smooth, and that they didn't mind the walk in exchange for having a safe (and fun) spot to go with so many stops.

Length of road closure: We had two homeowners, to the East of the street closure ending (Sue Komer and Shannon Hiser), who experienced dropped numbers of trick or treaters, due to the road closure not extending all the way to Price. Both have asked that the City extend the closure for next year. I let both of them know that we had requested the

Attachment: (A Late) Halloween Recap (14.6 KB) (Halloween Night on Pearl Street II 2020)

full closure, but being the first year, there was only so much I could do. I've encouraged both of them to provide feedback and to come with me to the meetings when we submit the application for road closure for 2020.

Looking to Halloween 2020:

It will be my intent to help lead this 'event' again for Halloween 2020. This year, Halloween is on a Saturday, and we'd like to get to work on the event early, and advertise it for only certain hours (most likely 5-8 or 6-9). Due to the feedback of my fellow homeowners, we would also like to ask for the extension of the closing to go all the way to Price. More, we'd love to have a showing of presence from both the City and the HPD. We could easily set up a spot in an intersection to have a cop car (or a dare vehicle) and use the truck as a trick or treating spot (or just have an officer on the street, possibly in your utility vehicle) just to have interactions with the kiddos. We'd also like to add the ability to add a hay ride element, to help get parents and children from the public parking lots, and drop them at the 'start' of the street, which would be the very Eastern entrance. That way parents and kiddos could start furthest away, and walk back toward the square area. Being that it will be a big day, with it hitting on a Saturday, I plan to also work with the 'Love the Square' organizers, to see if we can't incorporate some of their elements into the evening.

Vanessa Hargrave
COO/CMO
Advantage PressurePro, LLC
Direct line: 816-925-0282 | Office: 816-887-3505
www.pressurepro.us

Attachment: (A Late) Halloween Recap (14.6 KB) (Halloween Night on Pearl Street II 2020)



STAFF REPORT

TO: Board of Aldermen
FROM: Brad Ratliff, City Administrator
DATE: September 16, 2020
SUBJECT: Appointment of City Attorney

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Brad Ratliff, City Administrator

Requested Actions: Approval of Appointment of City Attorney

Date of Application: 09/21/20

PROPOSAL

As you know, we sent out an RFQ for City Attorney services. It was a clear choice with Mr. Mauer to continue services with the City of Harrisonville. I presented the information results to the Mayor and she concurred. She asked me to then move forward with her appointment of Steve Mauer as the City Attorney to the BOA.

PREVIOUS ACTIONS

Mr. Mauer has worked for the City of Harrisonville as the City Attorney, for 20 years.

KEY ISSUES

- Mr. Mauer has a great amount of institutional knowledge.
- Mr. Mauer kept his fees the same without any increases.
- Mr. Mauer has an honorable name and work recognition within legal profession.
- The contract is for 3 years with 2 one-year renewals.

STAFF COMMENTS AND SUGGESTIONS

Staff sees no issues with the selection of Mr. Mauer. We are very happy to work with his office.

STAFF RECOMMENDATION

Since this is an appointment of the Mayor, staff do not make recommendations on Mayoral appointments.

ATTACHMENTS

- RFQ Information with the contract within the RFQ.

- Resolution Approving the Appointment and Contract

STAFF CONTACT: **Brad Ratliff, bratliff@harrisonville.com**

D. Action Item (ID # 3618)

A Resolution by the Board of Aldermen of the City of Harrisonville, Missouri, authorizing and directing the City Administrator to enter into an agreement with Mauer Law Firm to contract as City Attorney, and establishing an effective date.

Attachments:

RFP-Agreement City Attorney Services (PDF)

Resolution accepting apointment of Steve Mauer as City Attorney (DOCX)

A Proposal for Legal Services to the City of Harrisonville, Missouri



Mauer | LAW FIRM PC

MAUER LAW FIRM PC

1100 Main Street, Suite 2100

Kansas City, Missouri 64105

Telephone: 816-759-3300

Facsimile: 816-759-3399

www.mauerlawfirm.com

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

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Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

SUMMARY OF PROPOSAL

- For over two decades, the Mauer Law Firm PC lawyers have provided municipalities with experienced legal counsel. Our City clients include Harrisonville, Roeland Park, Buckner, Blue Springs, Independence and Mission Woods.
- Steven E. Mauer of Mauer Law Firm PC currently serves as City Attorney for Harrisonville, Missouri, Buckner, Missouri and Roeland Park, Kansas and Mission Woods, Kansas. He has served as City Attorney of Harrisonville, Missouri for over 20 years. He has served as City Attorney in Buckner, Missouri for 18 years. Based on this experience, we can respond to the City's legal needs without additional "cost" or paying for "learning" time.
- Mauer Law Firm PC can provide counsel experienced in all types of specialized legal issues, including: employment matters; commercial disputes; personal injury actions; bankruptcy claims; civil rights suits; wrongful death actions; workers compensation hearings; wrongful termination claims; Federal and State administrative actions; environmental suits; utility regulatory hearings; real estate, construction and development; zoning variances; nuisance claims; and general property disputes.
- Besides representing municipalities, Mauer Law Firm PC represents many major corporations and financial institutions in the Kansas City metropolitan area.

LETTER OF INTEREST

Thank you for the opportunity to present this proposal for services to the City of Harrisonville. A large portion of our practice at Mauer Law Firm PC involves representation of municipalities like the City of Harrisonville. We also represent Administrative Agencies, Park Departments and School Districts. As former “big firm” lawyers, we have broad and deep expertise on which our clients rely to aid them in solving their most challenging legal and operational problems. At the same time, our clients get the personal attention unique to small firms. We strive to be partners with our clients, gaining a thorough understanding of our clients’ needs. For our City clients, we look at ourselves as additional staff members, available to pitch in on any project. Mauer Law Firm PC’s practice is designed to ensure our clients’ interests are protected across the board.

Mauer Law Firm PC’s attorneys are supported by excellent staff, working together to ensure the best possible outcome. We embrace every opportunity to improve, staying current on developments in the law. Effective problem solving takes more than pure legal analysis; it requires practical, real world experience. At Mauer Law Firm PC, our collective legal experience permits delivery of both creative and practical strategies and solutions.

FIRM OVERVIEW

The attorneys at Mauer Law Firm PC have been representing municipalities as City Attorney for over twenty years. For these cities, we handle all types of legal needs, including: ordinance review, research of legal questions, contract analysis, economic development plans, and administrative matters. Due to these long-standing relationships, our attorneys are familiar with the requirements for your community.

We believe Mauer Law Firm PC is uniquely positioned to provide legal services to the City of Harrisonville. Our deep knowledge of the Harrisonville community allows us to assist you with your economic development and community betterment projects. Mauer Law Firm PC has worked extensively to attract new developments to city clients, including new retail centers and residential development projects. Another example would be that the attorneys at Mauer Law Firm PC have served as legal counsel for the TIF commission of Kansas City and handled all of the eminent domain proceedings for the Kansas City Downtown Redevelopment Project, which includes the H&R Block and Cordish Development areas. We assisted cities in establishing their own TIF Commission. Mauer Law Firm PC has assisted several of its current city clients in preparing new zoning codes and revising their City Master Plans.

In Cass County, and around the country, we can provide the City with experienced litigation counsel. Mauer Law Firm PC's attorneys have successfully defended all types of legal claims. The attorneys at Mauer Law Firm PC have represented municipalities in lawsuits throughout Missouri for many years. Mauer Law Firm PC provides this service with an experienced team of attorneys, legal assistants and staff members.

As plaintiff's counsel, Mauer Law Firm PC attorneys have won verdicts in excess of forty million dollars. As defense counsel, they have fought off claims for similar amounts. They have handled appeals on all levels of federal and state courts, including the Supreme Court of Missouri. In business matters, Mauer Law Firm PC's attorneys have provided the experience and guidance necessary to allow our clients to flourish and become the biggest in their respective industries.

TEAM OVERVIEW

Mauer Law Firm PC would be pleased to be considered as counsel to the City of Harrisonville. The primary contact person will be:

Steven E. Mauer, Esq.

1100 Main Street, Suite 2100

Kansas City, Missouri 64105

816-759-3300 – Office

816-674-3244 – Mobile

816-759-3399 – Facsimile

913-857-0512 – Home

Steve Mauer is a founding partner of Mauer Law Firm PC. He graduated with honors from Drake Law School in May, 1987 and immediately began practicing in the Kansas City area. He joined Bryan Cave LLP in November 1989 as an associate and was promoted to partner on January 1, 1996. On April 4, 2011, he, along with Heather Zerger, founded their own firm, which is now known as Mauer Law Firm PC.

Mauer has a substantial practice focusing on the representation of municipalities. Currently, Mauer serves as the City Attorney for Harrisonville, Missouri, Buckner, Missouri, Roeland Park, Kansas, and Mission Woods, Kansas. For the past twenty-one years, Mauer has been the primary outside legal counsel to the City of Independence, Missouri. Mauer has also represented Lenexa, Kansas and Lee's Summit, Missouri.

During his service to these municipalities, Mauer has provided all types of legal advice. He has prepared and negotiated contracts; mediated disputes; attended personnel grievances hearings; served as litigation counsel in all types of disputes; revised employee manuals; prepared ordinances; and drafted municipal procedures. In sum, Mauer has handled almost all matters that could be confronted by a Missouri municipality. Mauer has received the following awards and recognitions:

Bar Admissions -

State Bar of Kansas

State Bar of Missouri

Federal District Court for Kansas

Federal District Court Western District of Missouri

Eighth Circuit Court of Appeals

Tenth Circuit Court of Appeals

Honors and Activities -

US News “Best Lawyers in America”
 Ingram’s Magazine “Super Lawyer”
 City Attorneys Association of Kansas – Speaker and Award Recipient
 Missouri Municipal Attorneys Association – Program Speaker
 Missouri Municipal League – Program Speaker
 Centerpoint Medical Center – Chairman of Board
 Pathway Academy (urban Kansas City charter school) – Chairman
 Sunshine Center School for Developmentally Handicapped Children – Chairman
 Bi-County United Way – Chairman
 Independence Public Schools Ambassador Award
 Legacy Foundation – Founder and Officer
 Patriotic Employer Award – Office of the Secretary of Defense

ADDITIONAL PERSONNEL

To provide legal services to the City of Harrisonville, the following attorneys will assist Mr. Mauer:

1. Christine T. Roto

J.D., University of Missouri – Kansas City, 2017

B.J. & B.A.S., University of Missouri – Columbia, 2014

Bar Admissions –

State Bar of Kansas

State Bar of Missouri

Federal District Court – Western District of Missouri

Federal District Court – Eastern District of Missouri

Activities –

Kansas City Metropolitan Bar Association

Missouri Bar Association

Big Brothers Big Sisters of Kansas City

Military Matters

UMKC Alumni Volunteer

Ms. Roto represents Mauer Law Firm PC at City meetings and has created working relationships with City Council members, City staff and City vendors. She has experience resolving municipal issues such as preparing options for the rezoning of property; crafting proposed legislation directly affecting municipalities; and, drafting Home Owners Association documents to

remove a racially restrictive covenant. She also reviews and drafts contracts between cities and their vendors, drafts ordinances, and researches legal questions and/or updates to municipal law. Prior to joining the team at Mauer Law Firm PC, Ms. Roto graduated with honors from the University of Missouri – Kansas City Law School.

2. Alex Felzien

B.A. Political Science, Lindenwood University, St. Charles, MO – 2014

J.D. University of Missouri - Kansas City – 2017

Bar Admissions

State Bar of Missouri, 2017

Activities

Missouri Bar Association

Kansas City Metropolitan Bar Association

Mr. Felzien joined Mauer Law Firm in 2019 after clerking for the Honorable Jennifer M. Phillips in the Circuit Court of Jackson County, Missouri. Alex graduated from the University of Missouri – Kansas City Law School in 2017. Alex focuses on commercial and municipal litigation.

QUALIFICATIONS

HARRISONVILLE, MISSOURI

Mauer Law Firm PC provides the City of Harrisonville with a team of attorneys to meet all of its needs. As a combined effort, Mauer Law Firm PC attorneys have: assisted the City with all aspects of construction and funding of an \$11,000,000 community center; rewritten the City's personnel manual to comply with FMLA and other applicable statutes; defended employment claims; provided employee and supervisor training; conducted harassment and other employment investigations; filed condemnation actions and prosecuted them to completion; defended the City in a breach of contract; negotiated numerous franchise agreements and prepared numerous contracts for City services and materials; prepared specific ordinances governing City procedures; and generally responded to inquiries from the City Council, department directors, and the City Administrator.

BUCKNER, MISSOURI

For the City of Buckner, Missouri, Mauer Law Firm PC reviews all City ordinances and prepares contracts and legal opinions for the City as needed. We work closely with the City on all employment and litigation related matters, environmental issues, and other legal concerns. We assisted the City with a \$7,000,000 financing project involving the issuance of industrial development notes, which resulted in the reconstruction and reopening of the City's largest employer, Great Southern Wood. Mauer Law Firm PC is working closely with the City on several zoning, land use and administrative issues. We also assisted in construction of a new City Hall, Police Department, and redevelopment of the Historic Downtown area.

ROELAND PARK, KANSAS

Mauer Law Firm PC has served as City Attorney for Roeland Park, Kansas for several years. For the City of Roeland Park, Mauer Law Firm PC provides a broad range of legal services to serve the City's needs. The attorneys at Mauer Law Firm PC have: attended City Council meetings, workshops, and various committee meetings; re-activated the Roe Manor Heights Home Owners Association to repeal racial covenants in property owners' deeds; reviewed and rewritten City Code sections to ensure compliance with State law; conducted presentations to inform the City about complex areas of law, such as TIF Districts; and reviewed City ordinances, employment contracts, and service contracts.

MISSION WOODS, KANSAS

Mauer Law Firm PC serves as City Attorney for Mission Woods, Kansas. Although smaller than Harrisonville, Mission Woods experiences many of the same issues. As City Attorney, we have helped the City navigate new development challenges, redevelopment projects, and numerous code compliance concerns. We review ordinances and attend City Council meetings and other zoning meetings. We serve as Board Secretary and prepare minutes for all meetings.

INDEPENDENCE, MISSOURI

For several years, Mauer Law Firm PC has served as litigation counsel for the City of Independence. Whether the City is plaintiff or defendant, Mauer Law Firm PC is its counsel. Steven E. Mauer has been the primary client contact for Independence. In this capacity, he has represented the City in all types of matters, including: excessive force complaints involving police officers and jail personnel; breach of contract; wrongful termination, including alleged age discrimination; territorial disputes for the Power & Light Department; easement acquisition and disputes; construction disputes for the Public Works Department; personnel board appearances involving employee termination; property code enforcement in conjunction with the Community Development Department; defense of economic development activities, including TIF Agreements; Sunshine Law disputes; and, a variety of other matters.

ADDITIONAL CITIES

The attorneys at Mauer Law Firm PC have also provided representation to numerous municipalities for a variety of projects and cases. This representation includes high profile litigation, such as representing the TIF Commission of Kansas City and the Downtown Redevelopment Project. Mauer Law Firm PC has represented the City of Lee's Summit, Missouri and the City of Lenexa, Kansas in various matters, including property disputes. Finally, Mauer Law Firm PC's attorneys have represented the City of Overland Park in cases involving charges of civil rights violations by police officers.

REFERENCES

CITY OF BUCKNER

For further information about Mauer Law Firm PC's representation of Buckner, please contact: City Administrator/Clerk, Joe Bobadilla, 816-650-3191.

CITY OF ROELAND PARK

Mauer Law Firm PC works with numerous City officials for the City of Roeland Park. Our primary contact is Keith Moody, City Administrator, 913-722-2600.

CITY OF MISSION WOODS

Mauer Law Firm PC attorneys have worked extensively with all elected officials but mostly with Mayor Darrel Franklin. He can be contacted at: 913-432-0346.

CITY OF INDEPENDENCE

Mr. Mauer has worked with numerous City officials and department directors. One principal contact is Zach Walker, City Manager, 816-325-7099.

CITY OF OLATHE

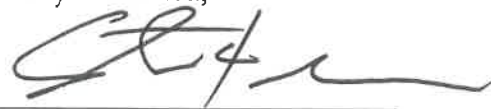
Dianna Wright is the former City Administrator for the City of Harrisonville and worked closely with Mauer Law Firm PC in its representation of Harrisonville. Ms. Wright is the current Director of Human Resources for Olathe, Kansas and can be reached at 913-971-8680.

ADDED VALUE FROM MAUER LAW FIRM PC

Mauer Law Firm PC prides itself on providing top quality advice and solutions with the utmost care and responsiveness. We continually strive to better understand our clients' options and needs. We strive to adapt what we know about municipal governance to better situate our clients in an ever-changing community. We recognize the press of business and budget and are willing to explore alternative fee arrangements and creative partnering to ensure our services add value no matter how small, or how complex, the matter.

We appreciate the opportunity to present this proposal to the City of Harrisonville. We have carefully reviewed the Request for Proposal, understand its instructions, and believe Mauer Law Firm PC can provide unsurpassed legal services to the City. Let us share why we believe Mauer Law Firm PC offers the finest legal services available.

Respectfully submitted,



Steven E. Mauer

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

REQUEST FOR PROPOSAL



CITY OF HARRISONVILLE, MISSOURI
300 E. Pearl St.
HARRISONVILLE, MO 64701
(816) 380-8900
(816) 380-8910 FAX

CITY ATTORNEY SERVICES FOR THE CITY OF HARRISONVILLE
Date: 08/7/20 Request for Proposal: #2020-003

Response Deadline Date and Time: **AUGUST 28, 2020 at 5:00 p.m., CST**

Questions regarding this RFP should be directed to:

Brad Ratliff, bratliff@harrisonville.com, (816) 380-8900

The City of HARRISONVILLE is the only authorized source of proposal forms. Proposal forms obtained from any other source may be incomplete. Offerors using a proposal form not obtained from the City of HARRISONVILLE risk not receiving any necessary addenda, eliminating their bid from consideration.

Proposals must be received in the City Administrator's Office by the date and time indicated, with opening immediately following in City Hall. Submittal envelope must indicate proposal number and response deadline.

(ATTENTION BIDDER – COMPLETE AND RETURN WITH BID)

Bidder's Name: <u>MAUER LAW FIRM PC</u> (Please print or type company name)	Phone No.: <u>816-759-3300</u>
E-Mail Address: <u>semauer@mauerlawfirm.com</u>	FAX No.: <u>816-759-3399</u>
Address <u>1100 Main St, Ste 2100</u>	City <u>Kansas City</u> State <u>MO</u> Zip <u>64105</u>
By: <u>Steven E. Mauer</u> (Name of Authorized Agent)	Title: <u>Owner</u>
Signature: <u>[Signature]</u>	Date: <u>25 August 2020</u>

☒ Offeror makes firm offer and is not revocable within one-hundred-twenty (120) days after response deadline.

☐ Offeror does not make an offer in response to this invitation. Why did you not bid? _____

NOTE: ALL PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

AFFIDAVIT

STATE OF MISSOURI)COUNTY OF JACKSON)

\$\$.

STEVEN E. MAVER of the City of KANSAS CITY
 _____, County of JACKSON, State of MISSOURI

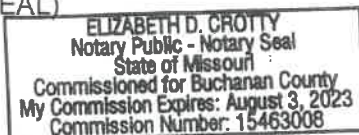
being duly sworn on her or his oath, deposes and says:

1. That I am the OWNER/PRINCIPAL (Title of Affiant) of
MAVER LAW FIRM, PC (Name of Bidder) and
 have been authorized by said Bidder to make this affidavit on the Bidder's behalf;
2. No Alderman, nor the City Administrator, is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member is in a position to affect either the decision to solicit bids or the selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
4. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of HARRISONVILLE, State of Missouri or Federal government.

By: MAVER LAW FIRM P.C. (Name of Bidder)
[Signature] (Signature of Affiant)
OWNER (Title of Affiant)

Subscribed and sworn to before me this 24th day of August, 2020.

(SEAL)



Elizabeth D. Crotty
 NOTARY PUBLIC in and for the County of Buchanan
 State of Missouri

My commission expires: 8/3/2023

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

**CITY OF HARRISONVILLE
CONTRACTUAL AGREEMENT**

Attachment 2

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Offeror agrees to accept and be bound by the following terms and requirements in any resulting contract:

THIS AGREEMENT, made by and between the City of HARRISONVILLE, Missouri (hereinafter called CITY) and MAUER LAW FIRM, P.C. a Missouri Corporation (hereinafter called CONTRACTOR).

WITNESSETH:

WHEREAS, CITY requires goods and/or services for

and,

WHEREAS, CONTRACTOR is prepared to provide said professional services and/or goods and shall give consultation and advice to CITY during the performance of said services or delivery of said goods;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this AGREEMENT, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this AGREEMENT shall be September 9, 2020.

ARTICLE 2 – SERVICES TO BE PERFORMED AND / OR GOODS TO BE DELIVERED BY CONTRACTOR

CONTRACTOR shall perform the services and/or deliver the goods set forth in the Scope of Goods and/or Services.

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

The CITY'S Request for Proposal and the CONTRACTOR'S Proposal are attached and incorporated by reference into this AGREEMENT. In the event of inconsistency or conflict between or among the provisions of this AGREEMENT and the provisions of the exhibits or attachments to this AGREEMENT, the provisions of this AGREEMENT shall take precedence over the exhibits and attachments, the exhibits shall take precedence over the attachments and the CITY'S Request for Proposal shall take precedence over the CONTRACTOR'S Proposal.

ARTICLE 4 – PERIOD OF SERVICE

The Scope of Goods and/or Services to be performed by the CONTRACTOR shall be completed within a three-year contract, with two, one year renewal options for these services.

ARTICLE 5 – COMPENSATION

For services performed and/or goods delivered, the CITY shall pay the CONTRACTOR, an amount not to exceed N/A.

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed and/or goods delivered and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each person on the project, the total labor billing, and a summary of other expenses and charges along with supporting documentation. The CITY'S payment terms are net thirty (30) days.

ARTICLE 6 – PERMITS AND LICENSES

The CONTRACTOR shall procure all necessary local construction permits and licenses and a City of HARRISONVILLE Occupation License.

CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this AGREEMENT is performed, and will require the same of all subcontractors.

The CONTRACTOR must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONTRACTOR as part of the services shall become the property of CITY.

ARTICLE 8 – CHANGES, DELETIONS, OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the cost or time required to perform this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the AGREEMENT price, period of service, or both, and will reflect such adjustment in a change order.

ARTICLE 9 – STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services and/or delivery of goods as is ordinarily possessed and exercised by a city professional under similar circumstances.

ARTICLE 10 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this AGREEMENT and the CONTRACTOR'S fee, and in consideration of the mutual covenants contained in the AGREEMENT, CITY and CONTRACTOR agree to allocate and limit such liabilities in accordance with this Article.

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

CONTRACTOR shall indemnify CITY against legal liability for damages arising out of claims by CONTRACTOR'S employees.

ARTICLE 11 – INSURANCE

During the performance of the Services and/or delivery of Goods under this AGREEMENT, CONTRACTOR shall maintain the following insurance:

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a minimum limit of \$500,000 for each occurrence.

- (2) Professional Liability Insurance, with a minimum limit of \$1,000,000 annual aggregate, when applicable.
- (3) General Liability Insurance, with minimum bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with minimum property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- (4) Automobile Liability Insurance, with minimum bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each accident, and with property damage minimum limits of \$1,000,000 for each accident.

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. All subcontractors shall be required to include CITY and CONTRACTOR as additional insureds on their General Liability Professional Liability (where applicable) and Automobile Liability insurance policies, and shall be required to indemnify CITY and CONTRACTOR to the same extent.

ARTICLE 12 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. CITY.

ARTICLE 13 – DELAY IN PERFORMANCE

Neither CITY nor CONTRACTOR shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, epidemic, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONTRACTOR under this AGREEMENT. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 14 – LIQUIDATED DAMAGES

The CITY and CONTRACTOR hereby agree that the delivery of supplies, services, goods, materials, training and/or equipment of the character and quality required in this AGREEMENT is the essence of this AGREEMENT and if the supplies, services, goods, materials, training and/or equipment specified herein or any part thereof are not delivered by the time specified and are not of the character and quality contained in the said specifications, or otherwise not fit for the particular purposes required by the CITY as provided in this AGREEMENT, there will be deducted, not as a penalty but as liquidated damages, _____ (\$_____) per day for each and every day of delay beyond the final completion date (excluding any excusable delays in performance or mutually agreed extensions).

ARTICLE 15 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed and/or goods delivered until the date of the termination by the CITY or suspension expenses as determined and agreed to by the parties. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the AGREEMENT is discontinued, City shall have the right to terminate this AGREEMENT immediately upon written notice to Contractor.

ARTICLE 16 – WAIVER

A waiver by either CITY or CONTRACTOR of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 19 – ASSIGNMENT

Neither CITY nor CONTRACTOR shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

ARTICLE 20 – THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

ARTICLE 21 – INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this AGREEMENT shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This AGREEMENT shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 22 – AUDIT

CONTRACTOR agrees that the CITY, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this AGREEMENT have access to and the right to examine and copy any pertinent books, documents, papers and records of the CONTRACTOR involving transactions related to this AGREEMENT.

ARTICLE 23 – RENEWAL OPTIONS

If specified in the original bid document, the CITY may exercise its option to renew the contract/agreement. Each renewal period shall be for the length of the original contract. The CITY will provide the CONTRACTOR with a written renewal notice sixty (60) days prior to the expiration date of the AGREEMENT period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

ARTICLE 24 – MODIFICATIONS/AMENDMENTS

The CITY may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this AGREEMENT in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this AGREEMENT or purchase order, the CONTRACTOR shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the AGREEMENT as changed.

ARTICLE 25 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this AGREEMENT with any of the said rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for any further government agreement, contracts, or purchase orders or federally assisted agreements and/or contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

ARTICLE 26 – GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Missouri.

ARTICLE 27 – COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONTRACTOR:

Mauer Law Firm PC, 1100 Main St, Ste 2100, Kansas City, MO 6410
FIRM NAME AND ADDRESS

CITY:

CONTACT PERSON AND ADDRESS

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

ARTICLE 28 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

ARTICLE 29 – ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between the CITY and CONTRACTOR. All previous or contemporaneous agreements, representations, promises and conditions relating the CONTRACTOR'S services and/or goods described herein are superseded.

ARTICLE 30 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this AGREEMENT for any reason: if any payment obligations exist, Article 5 – Compensation; Article 7 – Permits and Licenses; Article 11 – Liability and Indemnification; Article 17 – Waiver; Article 18 – Severability; Article 20 – Assignment; Article 22 – Independent Contractors; Article 27 – Governing Law; Article 30 – Entire Agreement; and this Article 31 – Survival of Terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement:

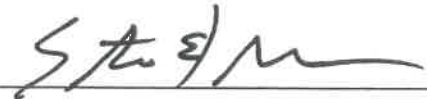
CITY OF HARRISONVILLE, MO:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: 

Title: 

Date: _____

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

Attachment 5

BID FORM - PAGE #2 RFP #2020-003 – CITY ATTORNEY FOR THE
CITY OF HARRISONVILLE

Please list below three references where you are/have performed similar work for a governmental agency to what is being requested within this RFP and within the past 36 months:

CITY OF BULKMER, MO JOE BOBADILLA 816-650-3191
Name of Organization Contact Telephone Number

CITY OF ROLAND PARK, KS KEITH MOODY 913-722-2600
Name of Organization Contact Telephone Number

CITY OF MISSION WOODS, KS DARREL FRANKLIN 913-432-0346
Name of Organization Contact Telephone Number

Certification:

Mauer Law Firm PC

Name of Firm Bidding on RFP # 2020-003

1100 Main Street, Suite 2100
Address

Kansas City, Missouri 64105 \City/State/Zip

816-759-3300 semauer@mauerlawfirm.com
Telephone Number E-mail Address


Authorized Signature

Please remember to include all documentation and samples.

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

Attachment 4

REQUEST FOR PROPOSAL (RFP) FORM OF CONSENT FOR RELEASE OF RESPONSE DATA

25 August, 2020

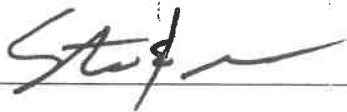
City Harrisonville
City Clerk
300 E. Pearl St.
Harrisvonville, MO 64701

Re: Request for Proposal: Attorney Services

Consent for Release of Response of Data

STEVEN E. MAUER, on behalf of MAUER LAW FIRM PC, hereby consents to the release of its proposal in response to the Request for Proposals for Attorney Services and waives any claims it may have under Missouri Statutes against the City of Harrisonville for making such information public. The foregoing consent and waiver does not extend to financial statements, if any, submitted under separate confidential cover. Such information provided under separate cover may be public data, but will be treated by the City consistent with Missouri Statutes.

Signature



Printed Name

Steven E. Mauer

Title

OWNER

Attachment: RFP-Agreement City Attorney Services (Appointment of City Attorney)

OPTION "B" – HOURLY FEES ONLY:

HOURLY BILLING – Please quote the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing legal services to the City of Northfield covered by your proposal. For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference. Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.).

	2020	2021	2022
Hourly Rate for Primary Attorney	190.00	190.00	190.00
Hourly Rate for Other Attorneys (Please name):			
Christine Roto	190.00	190.00	190.00
Alex Felzien	190.00	190.00	190.00
Hourly Rate for Support Personnel (Name or title):			
Elizabeth Crotty	190.00	190.00	190.00
Itemized fees (please describe):			
Minimum increments of time billed for each service (list):			

Feel free to attach additional sheets to note:

- Description of other costs items, if needed
- Any other items related to fees that you feel are pertinent in the consideration of your proposal

Council Bill No.

Resolution No.

A Resolution by the Board of Aldermen of the City of Harrisonville, Missouri, authorizing and directing the City Administrator to enter into an agreement with Mauer Law Firm to contract as City Attorney, and establishing an effective date.

Whereas, the City of Harrisonville (“City”) is in need of a City Attorney to assist the Mayor, Board and staff with issues that will arise;

Whereas, a Request for Qualifications was posted and Mauer Law Firm was the only firm to submit qualifications;

Whereas, Steve Mauer with the Mauer Law Firm (“Mauer”) has previously acted as the City Attorney and has a relationship with the City as legal counsel for the City’s lawsuit against the Petroleum Storage Tank Insurance Fund (“PSTIF”);

Whereas, Steve Mauer with the Mauer Law Firm (“Mauer”) is currently serving in the role of Interim City Attorney, and has been serving in that role since May 6, 2019;

Whereas, City staff has reviewed and recommend approving the agreement;

Whereas, the Board of Aldermen have reviewed the recommendation and believe it to be in the best interests of the City to approve the contract with Mauer Law Firm as City Attorney;

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

Section 1: That the City Administrator of the City of Harrisonville, Missouri is hereby authorized and directed by the Board of Aldermen to enter into the proposed Agreement attached hereto with Mauer Law Firm of Kansas City, Missouri, to engage as City Attorney.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 21ST DAY OF SEPTEMBER 2020.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

Attachment: Resolution accepting appointment of Steve Mauer as City Attorney (Appointment of City Attorney)

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 21st day of September 2020.

Attachment: Resolution accepting appointment of Steve Mauer as City Attorney (Appointment of City Attorney)



STAFF REPORT

TO: Board of Aldermen
FROM: Kim Hubbard, Finance Manager
DATE: September 17, 2020
SUBJECT: BROADBAND GRANT MATCH

Type of Item: *Grant*

GENERAL INFORMATION

To: Mayor and Board of Aldermen

From: Jim Clarke, Economic Development Director
 Kim Hubbard, Finance Manager

Requested Actions: Approve Broadband Grant Resolution Committing to \$22,000 as the City's Portion

Date: September 21, 2020

PROPOSAL

This Resolution expresses the City's desire to move forward with Broadband Grant Application and the City's understanding of the required 20% match of the grant resulting in the city's cost of \$22,000.

PREVIOUS ACTIONS

City staff is working with Baker Tilly to secure grant funding through the U.S. Department of Commerce (DOC) Economic Development Administration (EDA) for a feasibility and cost study to improve broadband capabilities in Harrisonville.

The study will cost \$110,000, with a 20% match from the City, which would be \$22,000. The resolution presented to you tonight needs the Board's approval which reflects the City's commitment to fund the 20% match. The approve resolution will be submitted with the grant documents which will be submitted by Baker Tilly.

KEY ISSUES

Staff has reached out to several area employers posing the following questions concerning broadband issues and needs:

1. Has the lack of high-speed broadband impacted operations? Can this impact be

quantified?

2. Would high-speed broadband increase operation/services? Can the potential growth or positive impact be quantified (anticipated growth or impact)?
3. What challenges or issues do you currently face with your broadband services?
4. Have you made any recent changes in broadband service or service provider?
5. Have these changes improved your broadband service and reliability?
6. What are your most critical needs with broadband service?
7. Are these critical needs being met?

Following are several responses received from area employers:

- Service bogs down, especially when schools are out of session
- Service bogs down during bad weather
- Being able to have all our team members able to upload and download without being bogged down (and creating Inefficiencies)
- Our phone system works of our internet service (VOIP), making our internet speed and reliability even more pivotal.
- This has been made even more critical sine the pandemic, as we are relying on video calls and conferences to conduct our business around the globe.
- Yes, the loss of efficiencies at times during spike loads slows the system down - adding fiber to the network would help
- Speed during peak hours is the biggest impact. Some employees would rather work from home.
- We have AT&T and Century Link combined helped.
- SPEED (is the most critical need with broadband service)
- With average results (critical needs being met-Speed)

STAFF RECOMMENDATION

Approval

ATTACHMENTS

Resolution

STAFF CONTACT: Brad Ratliff and Jim Clarke

Council Bill No.

Resolution No.

A Resolution authorizing submission to the FY 2020 Public Works and Economic Adjustment Assistance Notice of Funding Opportunity (FY20 PWEAA NOFO) to the Economic Development Administration (EDA), U.S. Department of Commerce (DOC)

WHEREAS: The Harrisonville City Board of Aldermen wishes to approve this Authorization for submission to the FY 2020 Public Works and Economic Adjustment Assistance Notice of Funding Opportunity (FY20 PWEAA NOFO); and

WHEREAS: The U.S. Department of Commerce (DOC) Economic Development Administration (EDA) has made funds available through the Addendum to the FY 2020 Public Works and Economic Adjustment Assistance Notice of Funding Opportunity (FY20 PWEAA NOFO) for the Economic Development Administration's (EDA)'s Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Recovery Assistance; and

WHEREAS: The City aims to secure funding to conduct an \$110,000 feasibility and cost study needed to improve broadband capabilities in the area; and

WHEREAS: The City commits to a 20% match of the funds awarded by the EDA.

NOW, THEREFORE BE IT RESOLVED that the Harrisonville City Board of Aldermen does hereby approve this authorization for the submission of the FY 2020 Public Works and Economic Adjustment Assistance Notice of Funding Opportunity (FY20 PWEAA NOFO) to the Economic Development Administration(EDA), U.S. Department of Commerce (DOC).

Passed and approved on this 21st day of September 2020 and approved by the Board of Aldermen and Mayor of the City of Harrisonville, Missouri this 21st day of September 2020.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, Deputy City Clerk

SET MY HAND AND SEAL this 21st day of September 2020.

CERTIFICATION

This resolution was duly adopted on the 21st day of September 2020 at a Meeting of the Harrisonville City Board of Aldermen during which () members were present, constituting a quorum, by a vote of () for, () opposed, () abstaining, () absent from voting.

ATTEST:

INTESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Resolution Page 2



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: September 16, 2020
SUBJECT: Mobile Food Vending Regulations

Type of Item: *Approval*

GENERAL INFORMATION

To: Board of Aldermen
From: Chris Arthur, Building Official
 Roger Kroh, Community Development Planner
Requested Actions: Approval of Mobile Food Vending Regulations
Date: September 21, 2020

PROPOSAL

This ordinance adds a new section to the Business License section of the municipal code called Mobile Food Vending Regulations which addresses such things as where mobile vending trucks may operate, separation distances from brick and mortar restaurants and schools, hours of operation, etc.

PREVIOUS ACTIONS

In February, the Board of Aldermen (BOA) discussed business licensing of mobile food trucks which are increasing in popularity. The BOA directed staff to begin a dialogue with stakeholders regarding food trucks and research how other jurisdictions in the area are regulating them.

Staff subsequently compiled information from twelve (12) area cities and obtained comments from representatives in the real estate community and members of the Planning Commission. In July, the BOA reviewed the research and directed staff to proceed with the preparation of an ordinance that sets forth a reasonable set of regulations for mobile food vendors.

KEY ISSUES

- 1) Fees -- Mobile food vending trucks will pay the same \$30 annual business license fee that is charged to all businesses. At the time mobile food vendors obtain their first license they will

have to pay a one-time \$50 fee for a fire safety inspection. The fee is equal to the one-time fee most new businesses pay for their certificate of occupancy inspection.

- 2) A Cass County Mobile Food Vendor Permit is required.
- 3) Food Trucks are only allowed in non-residential zoning districts with these two exceptions
 - A. If operating as part of an approved Special Event Permit (i.e. parades, community festivals). Having the sponsors of community events oversee mobile food trucks has worked well in the past and we see no need to change the practice.
 - B. There will be special occasions when schools, places of worship, and residents in residential zoning districts will want mobile food trucks to be present at events such as back to school night, church picnics, pep rallies, high school graduation parties and backyard weddings receptions. The ordinance calls these Pre-planned Temporary Events and the ordinance allows mobile food vendors to be at them even if they are in residential zoning districts. We are not recommending that the city issue permits for Pre-planned Temporary Events due to the staff time that would be required. However, if abuses occur, the city can revisit the ordinance provision.
- 4) Hours of operation. – Most cities allow food trucks to operate between 6:30-8:00 AM. and 8:00 – 9:00 PM. The ordinance proposes operating hours of 6:30 AM to 8:00 PM when we are on standard time and 9:00 PM when on daylight savings. Keep in mind that food trucks are generally not allowed on residential zoning districts.
- 5) Separation Requirements –
 - A) From brick and mortar restaurants. The ordinance proposes that food trucks must be at least 100 ft from brick and mortar restaurants while the restaurants are open unless the restaurant owner gives written permission for the food truck to be less than 100 ft away. For comparative purposes, Independence and Lee’s Summit have separation distances of 50 ft. and 60 ft. It is approximately 200 ft. from the back of Bodeez Restaurant to the corner of Independence and Mechanic where mobile food trucks often set up.
 - B) From schools. The ordinance proposes that mobile food trucks be no closer than 200 ft. from school property. The Chamber recommended that the separation distance from schools be 500 ft. However, this would rule out the location now used by food trucks – we believe without problems - at Mechanic and Highland.
 - C). From churches. The ordinance does not include a separation distance between churches and mobile food trucks. As a general rule, mobile food trucks cannot operate in residential zoning districts and most churches are in residential zoning districts. Also, a church and food trucks now share the Independence and Mechanic intersection and we have not received any complaints.

- 6) Ice Cream Trucks – The Police Department and Finance Department said that they issue general business licenses to ice cream trucks. Peddler licenses are designed for door-to-door salespeople. This will not change. The ordinance allows them to operate in residential zoning districts. It also establishes hours of operation for ice cream trucks of 10 AM to 7 PM or sunset, whichever comes first.
- 7) ADA – The ordinance requires mobile food trucks to meet ADA requirements. The ADA requires that food trucks either have a window at a level that someone in a wheelchair can be served or that or an employee bring the order to the customer.
- 8) Outdoor seating – Most food trucks do not provide seating. However, should one wish to provide seating, the ordinance proposes that they first obtain an SUP and provide bathroom accommodations. Brick and mortar restaurants are required to provide restrooms and it seems reasonable that food trucks providing seating should do likewise.
- 9) Mobile “packaged food” delivery trucks that deliver milk and groceries to homes and food products to grocery stores on a regular basis are exempt from this ordinance.

STAFF RECOMMENDATION

Approval

ATTACHMENTS

Ordinance

STAFF CONTACTS

Chris Arthur and Roger Kroh

F. Action Item (ID # 3617)

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, AMENDING TITLE VI: BUSINESS AND OCCUPATIONS OF THE HARRISONVILLE CITY CODE OF ORDINANCES TO INCLUDE CHAPTER 675 REGULATING MOBILE FOOD VENDING.

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, AMENDING TITLE VI: BUSINESS AND OCCUPATIONS OF THE HARRISONVILLE CITY CODE OF ORDINANCES TO INCLUDE CHAPTER 675 REGULATING MOBILE FOOD VENDING.

WHEREAS, mobile food vending businesses have gained in popularity and acceptance throughout the metropolitan Kansas City area; and

WHEREAS, the Board of Aldermen (“Board”) of the City of Harrisonville, Missouri (“City”) desires to allow mobile food vending businesses to operate in the City; and

WHEREAS, the Board directed staff to research how other metropolitan communities

are regulating mobile food vending businesses; and

WHEREAS, after considering staff's report, the Board directed staff to develop an ordinance allowing and regulating mobile food vending businesses which protect public health, welfare and safety by establishing reasonable regulations on mobile food vending businesses.

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

Section 1. Chapter 675: Regulations on Mobile Food Vending, is hereby established in the City of Harrisonville Code of Ordinances as follows:

CHAPTER 675: REGULATIONS ON MOBILE FOOD VENDING

SECTION 675.010: APPLICABILITY

The regulations contained in this chapter apply to all property and mobile food vending uses located within the corporate limits of the City of Harrisonville.

SECTION 675.020: DEFINITIONS

As used in this Chapter, the following terms or phrases are defined as follows:

- A. Mobile food vending means the act of selling food and/or beverages by operating a mobile food truck or a mobile food cart as a self-contained food preparation unit or out of a commissary.
 - 1. Mobile food truck. An enclosed vehicle, truck or trailer, capable of being driven, that contains equipment to store and produce fresh food and drinks and permanently affixed to the vehicle frame in which a person travels from place to place to serve food or beverage.
 - 2. Mobile food cart. A manually propelled mobile food trailer.
- B. Mobile packaged food delivery truck. An enclosed vehicle or truck licensed to operate on public roads in which a person travels from place to place to deliver packaged food that has been previously ordered.
- C. Ice cream vending trucks. Any truck or motor vehicle required by state statutes to be licensed which is used for vending ice cream or non-alcoholic beverages.
- D. Pre-planned temporary events - For purposes of this chapter, a pre-planned

temporary event is an activity involving the assembly of people for cultural, ceremonial, educational or celebratory purposes by schools, local government, places of worship, community organizations, political parties, sports teams, neighborhoods, families and groups of individuals. Examples of pre-planned temporary events are, but are not limited to, reunions, graduations, weddings, exhibits, ceremonies, youth activities, auctions, and private functions.

SECTION 675.030: LICENSES

- A. Business license required. All mobile food vendors and ice cream trucks shall be licensed in accordance with Chapter 605 Licenses of the Harrisonville City Code.
- B. Business license displayed. A Harrisonville Business License shall be displayed in an open and conspicuous place in the mobile food truck, mobile food cart or ice cream vending truck.
- C. Exemptions. The following are exempt from the licensing requirements of
 - 1. Mobile packaged food delivery trucks.
 - 2. Mobile food trucks and mobile food carts and ice cream vending trucks when operating as part of a Special Event Permit approved by the City under Sec. 397.070 - 397.160.
- D. Application requirements: Mobile food trucks and mobile food carts shall submit the following:
 - 1. A completed City business license application, a Missouri Sales Tax ID number and No Tax Due letter, and a \$30 annual application fee.
 - 2. A completed permit application that has been submitted to the Cass County Public Health Department for Mobile, Pushcart and Temporary Food Establishments. Applicant must provide City a copy of the approved Cass County permit upon receipt after pre-opening inspection.
 - 3. Address and description of kitchen/commissary from which vendor is working from.
 - 4. Locations in City where vendor will be working, estimated schedule, and written permission from property owner(s). Vendor shall submit location changes to City as they occur.
 - 5. A completed food truck vendor fire inspection checklist and one-time \$50 inspection fee.

SECTION 675.040: PERFORMANCE STANDARDS

- A. Operate on private property. Mobile food trucks and carts may only sell food

and beverages on private property with written permission of the property owner unless operating on public property as part of a Special Event Permit approved by the City.

B. Permitted locations in which to conduct business.

1. Mobile food trucks and mobile food carts may only operate in agricultural, commercial, office and industrial zoning districts. They may only operate in residential zoning districts when operating as part of a Special Event Permit approved by the City or as a Pre-planned Temporary Event as defined in Sec. 675.030 (D).
- 2.. Ice cream vending trucks may operate in all zoning districts, including residential zoning districts.

C. Separation requirements.

1. Distance from brick and mortar restaurants. Mobile food trucks and carts shall not operate within 100-feet from the property line of a brick and mortar restaurant during the time it is open for business unless they have written permission of the restaurant owner.
2. Distance from school uses. Mobile food trucks and carts shall not operate within 200-ft. of a school property line except when the vendor has written authorization from the school administrator to operate on the school property as part of a Special Event Permit of a Pre-planned Temporary Event.
3. Distances from any parade and special event approved by the city under Sec. 397.070 - 397.160. Mobile food trucks and carts shall not operate within one-half mile of any parade and special event approved by the city under Sec. 397.070 - 397.160 except when the vendors have written authorization from the special event coordinator to operate as part of the special event or within one-half mile thereof.

D. Hours of operation.

1. Mobile food vendors may operate from 6:30 A.M. to 8:00 PM. during periods of standard time or until 9:00 PM during periods of daylight savings time.
2. Ice cream vending trucks may operate from 10:00 AM. until 7 P.M. or sunset, whichever occurs first.

E. Americans with Disability Act. All vendors must ensure that individuals with disabilities have comparable access to services offered. If existing designs cannot be modified to be accessible, the method of providing service must be modified.

- F. Outdoor seating. Outdoor seating provided by the applicant shall not be permitted unless a special use permit is obtained, and bathrooms are available.
- G. Mobile food vending signs: No separate sign permit shall be required for signs related to mobile food vending. Signs related to a mobile food vendor shall be limited to signs that can only be affixed to the vehicle and one sandwich board sign in immediate proximity of the vendor unit or truck.
- H. Restoration of site. Immediately upon cessation of the vending, the site shall be returned to its previous condition, including the removal of all litter, or other evidence of the vending.
- I. Health and safety criteria. Mobile food vending shall not impair the normal, safe and effective operation of a permanent use on the same site. Mobile food vending shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the vending, given the nature of the activity, its location on the site and its relationship to it.
- J. Traffic circulation. Mobile food vending shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the vending unless specific approval is granted for the vending.
- K. Nuisances. The mobile food vending shall not generate excessive noise, dust, smoke, litter, glare, spillover lighting or other forms of environmental or visual pollution.
- E. Compliance with other laws and regulations. Vendors must at all times comply with all applicable legal and regulatory provisions, including, without limitation, health code regulations.

SECTION 675.090: VIOLATIONS

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Chapter.

SECTION 675.100: PENALTIES

Upon conviction or a plea of guilty, any person, firm or corporation violating or failing to comply with any of the provisions of this Chapter shall be subject to the penalty

Section 2. 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 3. Governing Law. This ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Missouri, Cass County, and the City of Harrisonville.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 21ST DAY OF SEPTEMBER 2020 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 21ST DAY OF SEPTEMBER 2020 AND PASSED BY THE BOARD OF ALDERMEN THIS 21ST DAY OF SEPTEMBER 2020.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 21st day of September 2020

ATTEST:

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: September 16, 2020
SUBJECT: Alley Vacation between 505 and 601 E. Wall

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Raymond and Brianna Blowers, 601 E. Wall St.
Requested Actions: Vacation of alley between 505 E. Wall St. and 601 E. Wall St.
Date of Application: July 6, 2020

UPDATE FOR SEPTEMBER 21, 2020 BOA MEETING

At the September 8, 2020 Board of Aldermen Meeting (BOA), the request to vacate an alley next to 601 E. Wall St. was continued to September 21, 2020 for additional consideration of issues identified by Mr. and Mrs. Blowers. Since that meeting, BOA members have received a number of very suggestions from Mr. Aaron Obermiller who is both a resident in the neighborhood and a professional engineer. Through his work he is very familiar with conflicts in Original Town Harrisonville between the original plats and streets, alleys, homes, and garages that have been constructed since the plats were approved.

Staff has considered the input that has been received and offers 5 recommendations. We also thank Mr. and Mrs. Blowers, Aaron Obermiller, and other neighbors for bringing these concerns to the City and offering thoughts and suggestions for dealing with them.

1. For reasons identified in the staff report, we recommend that the BOA not approve the request to vacate the north/south alley next to 601 E. Wall Street.
2. Staff has no objections to vacating the east/west unimproved alley right-of-way between 601-605 E. Wall St. and 600-604 E. Mechanic Street (subject to the City retaining a utility easement.) This allows the property owners to connect fences along the rear property line and avoid creating an unsecured strip of land between rear property line fences.
3. Staff will work with the Blowers in locating their new privacy fence as close to the north/south pavement as is safe. As Mr. Obermiller points out, having a fence along the alley may naturally slow traffic. Staff will discuss further the idea of a policy for how

close fences can be to alley pavement when alleys and private properties overlap.

4. Public Works will proceed with overlaying the alley between Mechanic St. and Wall St. this Fall or next Spring.
5. When property owners bring the City surveys showing streets and alleys overlapping private property, they shall be considered on a case-by-case basis.

ORIGINAL PROPOSAL

Vacate alley right-of-way between 505 E. Wall St and 601 E. Wall Street beginning at Wall St. and running south approximately 165 ft. to the south property line of both lots. *The continuation of the alley to Mechanic St. and the east/west alley connecting to the Cass County Library are not being considered for vacation.*



PREVIOUS ACTIONS

None

KEY ISSUES

Most of the City's alleys in the Original Town Harrisonville subdivision were platted 50-100 years ago. The city has always been willing to vacate unimproved platted alleys. However, this request involves an improved alley.

STAFF COMMENTS AND SUGGESTIONS

Raymond and Brianna Blowers at 601 E. Wall St. contacted the city in June after having a survey done of their property to verify property lines for a new privacy fence. In addition to having the benefit of privacy, they also want the fence so as to have a buffer from cars and scooters that sometimes speed through the alley and for protection should there be any repeat incidences of loitering and drug activity that have occurred in the past.

When the Blowers received the property survey, they were surprised to find that approximately 6 to 8 ft. of the city alley on the west side of their house was on their property. The Blowers met with city staff to explore ways to reconcile the alley and property line issue and the possibility of vacating their portion of the alley to address security concerns. The most obvious tool to address these issues, providing alley traffic is minimal, is an alley vacation.

An application was subsequently received, and certified letters were sent to all the property owners in the block with the alley advising them of a 30-day comment period. Staff received four (4) calls or visits from neighbors with questions or concerns. I understand that one or more aldermen also received calls. Three of the four calls to staff indicated that they use the alley to get from Mechanic St. to Wall St. and were concerned about it being vacated. One caller owning a house a block away indicated that he would apply to vacate the improved alley next to his house if this alley is vacated.

Staff is not recommending approval of the application as it became apparent during the 30-day comment period that the amount of traffic using the alley is more than originally thought. If the Board of Aldermen decides not to vacate the alley, we would like to continue to work with the Ray and Brianna Blowers and their neighbors on security and speeding problems. We are also happy to forward to the City Attorney any information from Mr. Blowers regarding the alley and property line. However, the City Attorney has reviewed the legal description of the Blowers property and found no problems with the location of the alley as the legal description has an exception clause that permits streets to be on the property (which includes alleys).

Finally, be advised that if the vacation is not approved, this alley from Mechanic to Wall is one of three alleys in the City scheduled for an overlay this Fall or next Spring.

STAFF RECOMMENDATION

Based on the comments received during the 30-day comment period, we recommend that the vacation ordinance not be approved due to the amount of use by others and concern that vacating

improved alleys may start a precedent that could negatively impact the street system in the city.

ATTACHMENTS

Ordinance
Exhibit I – Survey
Aaron Obermiller Comments

STAFF CONTACT: Roger Kroh, Planner

G. Action Item (ID # 3619)

AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY BETWEEN 505 E. WALL ST. AND 601 E. WALL ST. IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE.

AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY BETWEEN 505 E. WALL ST. AND 601 E. WALL ST. IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Raymond and Brianna Blowers, owners of 601 E. Wall St. have brought forward to the City of Harrisonville (“City”) a petition to vacate the alley right-of-way between 505 E. Wall St and 601 E. Wall Street beginning at Wall St. and running south approximately 165 ft. to the south property line of both lots; and

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Section 515.020 of the Code of Ordinances of the City of Harrisonville, Missouri, thirty (30) days’ notice of said petition for vacation has been provided in three (3) of the most prominent and public places in the district, twenty (20) days’ notice has been given by certified mail to all persons who own land on the same block as the portion of alley to be vacated, and notice has been given to the Chairman of the Planning and Zoning Commission, and

WHEREAS, no objection from property owners abutting the portion of the alley right-of-way for which vacation is requested has been received by the City which would delay consideration of the petition for an additional thirty (30) days; and

WHEREAS, RSMo. Section 88.673 states that vacated right of way reverts to adjoining property owners; and

WHEREAS, the Board of Aldermen, after careful and due deliberation, find that vacating the portion of alley right-of-way between 505 E. Wall St and 601 E. Wall Street beginning at Wall St. and running south approximately 165 ft. to the south property line of both lots is in the best interest of the City of Harrisonville and its residents, and that the vacated property be deeded to the adjoining property owners;

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

Section 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the alley

right-of-way between 505 E. Wall St and 601 E. Wall Street beginning at Wall St. and running south approximately 165 ft. to the south property line of both lots, as described below and subject to the following reservation of the existing easements and as depicted in Exhibit I.

Legal Description

Dedicated public alley right-of-way between Block 37 and Block 217 in the subdivision of Original Town of Harrisonville in the City of Harrisonville, Cass County, Missouri.

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

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

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Effective Date. That ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 21ST DAY OF SEPTEMBER 2020 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 21ST DAY OF SEPTEMBER 2020 AND PASSED BY THE BOARD OF ALDERMEN THIS 21ST DAY OF SEPTEMBER 2020.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 21st day of September 2020

Attached: Exhibit I Survey of alley right-of-way to be vacated

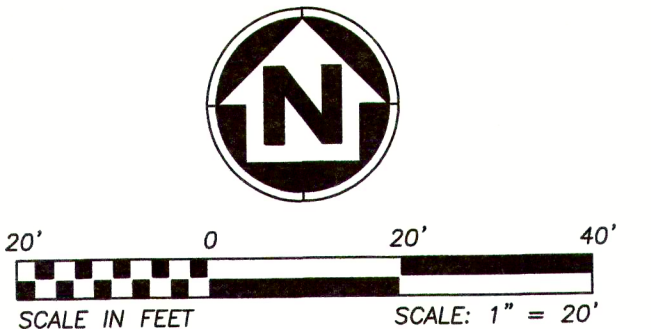
Attachments:

Exhibit I -- Survey (PDF)

A. Obermiller Comments (DOCX)

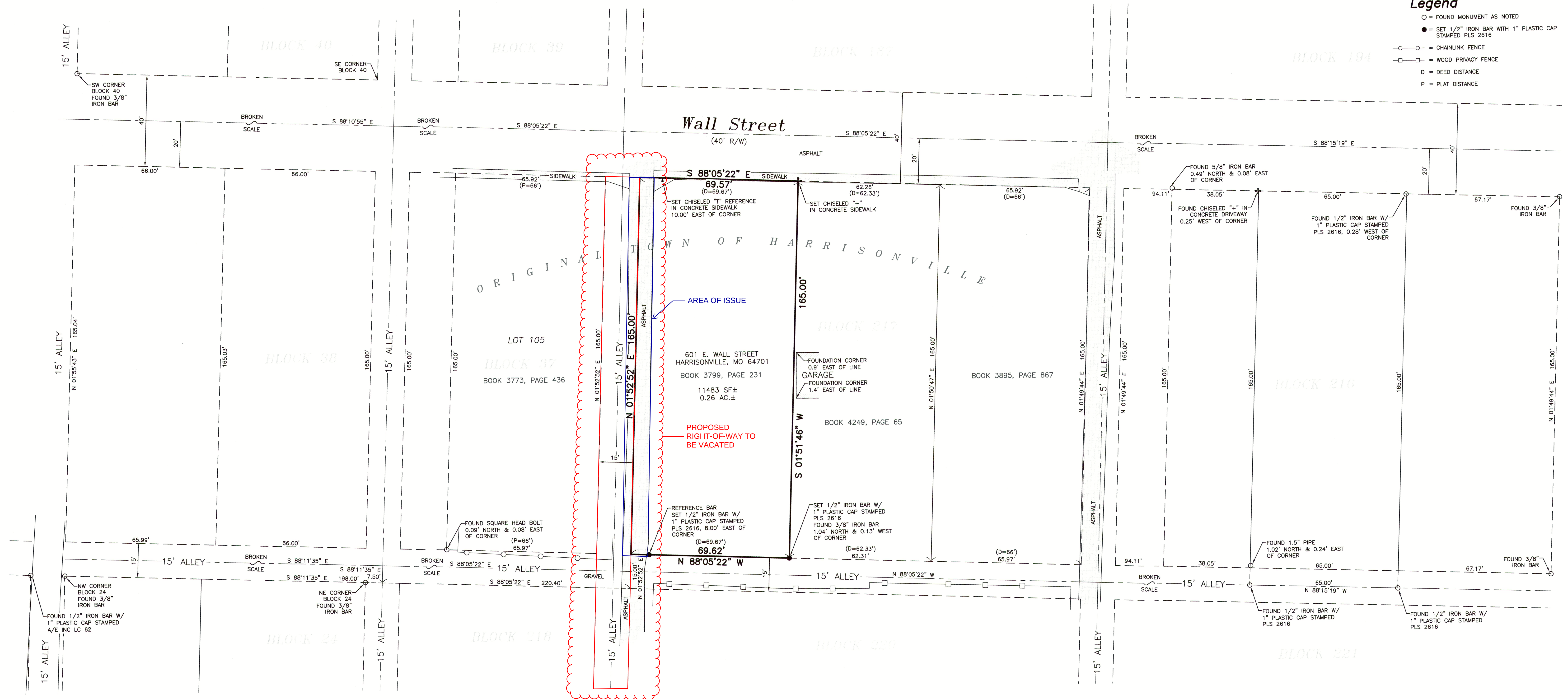
Record Description: BOOK 3799, PAGE 231
THE WEST 1/3 OF BLOCK 217, AND THE WEST 3 2/3 FEET OF
THE EAST 2/3 BLOCK 217, IN THE CITY OF HARRISONVILLE, CASS
COUNTY, MISSOURI, EXCEPT ANY PART THEREOF USED FOR STREETS.

Plat of Survey



Legend

- = FOUND MONUMENT AS NOTED
- = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED PLS 2616
- = CHAINLINK FENCE
- = WOOD PRIVACY FENCE
- D = DEED DISTANCE
- P = PLAT DISTANCE



Notes:

WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

BEARINGS SHOWN ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°05'22" EAST ALONG THE NORTH LINE OF BLOCK 217, IN THE ORIGINAL TOWN OF HARRISONVILLE.

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

RECORD DEED AND ADJACENT PARCEL DEED INFORMATION WAS NOT PROVIDED BY THE CLIENT, THIS INFORMATION WAS OBTAINED BY THE SURVEYOR FROM THE CASS COUNTY GIS MAP.

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

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

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER JURISDICTIONAL WATERS OF THE UNITED STATES ARE PRESENT ON THIS PROPERTY; WHETHER THIS SOIL IS SUITABLE FOR A SEPTIC SYSTEM; WHETHER ANY EXISTING SEWAGE TREATMENT FACILITIES THAT SERVE THIS PROPERTY MEET APPLICABLE HEALTH DEPARTMENT OR MISSOURI DEPARTMENT OF NATURAL RESOURCES REGULATIONS; WHETHER THIS PROPERTY HAS DRIVEWAY ACCESS TO A STATE, COUNTY, OR CITY ROADWAY RIGHT-OF-WAY OR THAT ONE WILL BE GRANTED; WHETHER UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES MAY OR MAY NOT EXIST WHICH MAY AFFECT THIS PROPERTY.

FENCES SHOWN, OR REFERENCED HEREIN, MAY REPRESENT DIVISION LINES BETWEEN ADJOINING LAND OWNERS, AND EITHER ENCRONCH UPON THE SUBJECT PREMISES, OR PROVIDE THE SUBJECT PREMISES WITH SURPLUS LAND BECAUSE SAID FENCES MAY NOT BE LOCATED ON THE DEED LINES. THESE FENCES MAY BE SUBJECT TO ADVERSE POSSESSION RIGHTS BY SAID ADJOINERS. NO FENCES SHOULD BE REMOVED OR REPLACED WITHOUT FIRST CONSULTING CHAPTER 272 OF THE MISSOURI REVISED STATUTES, AND FURTHER, LEGAL ADVICE SHOULD BE SOUGHT, WHICH IS BEYOND THE SCOPE OF SERVICES PROVIDED BY THE SURVEYOR.

Reference Surveys

SURVEY BY: HOWARD L. SHERMAN, PLS 918
DATE: MARCH 24, 1969
PART OF BLOCK 221, ORIGINAL TOWN OF HARRISONVILLE
PROJECT NO. 2711 (PRIVATE RECORDS)

SURVEY BY: HOWARD L. SHERMAN, PLS 918
DATE: JULY 17, 1969
PART OF BLOCK 217, ORIGINAL TOWN OF HARRISONVILLE
PROJECT NO. 2816 (PRIVATE RECORDS)

SURVEY BY: HOWARD L. SHERMAN, PLS 918
DATE: SEPTEMBER 23, 1974
PART OF BLOCK 218, ORIGINAL TOWN OF HARRISONVILLE
PROJECT NO. 5032 (PRIVATE RECORDS)

SURVEY BY: HOWARD L. SHERMAN, PLS 918
DATE: AUGUST 10, 1983
PART OF BLOCK 216, ORIGINAL TOWN OF HARRISONVILLE
PROJECT NO. 7717 (PRIVATE RECORDS)

SURVEY BY: HOWARD L. SHERMAN, PLS 918
DATE: JULY 25, 1984
PART OF BLOCK 216, ORIGINAL TOWN OF HARRISONVILLE
PROJECT NO. 7957 (PRIVATE RECORDS)

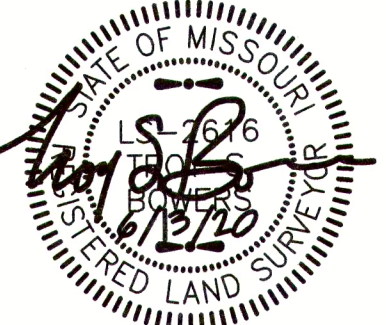
SURVEY BY: TROY S. BOWERS, PLS 2616
DATE: FEBRUARY 19, 2019
PART OF BLOCK 24, ORIGINAL TOWN OF HARRISONVILLE
PROJECT NO. 19HA20007 (PRIVATE RECORDS)

THIS PLAT OF SURVEY WAS PREPARED FOR RAYMOND & BRIANNA BLOWERS AND IS EXPRESSLY FOR THEIR USE AND SAID PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY. THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

THE FIELD WORK WAS COMPLETED ON JUNE 10, 2020.

FOR: RAYMOND & BRIANNA BLOWERS

Bowers Land Survey Co. LLC P.O. BOX 541 1000 W. MECHANIC STREET HARRISONVILLE, MISSOURI 64701 TELEPHONE: 816.225.0160 WEBSITE: BOWERSURVEY.COM						
SITE ADDRESS: 601 E. WALL STREET, HARRISONVILLE, MO 64701						
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
4	44	31	CASS	MISSOURI	6/13/20	21612-20
DRAWING NO.		21612F.DWG		DRAWN BY:		TSB
				CHECKED BY:		TSB
BOWERS LAND SURVEY CO. LLC, LAND SURVEYING, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. LS-2020010824						



TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
MO LS 2616

Comments on proposed easement vacation to Council and Staff

From: [Aaron D. Obermiller, P.E. <adobermiller@reoengineering.com>](mailto:adobermiller@reoengineering.com)

Sent: Mon, Sep 14, 2020 at 11:06 am

To: [Roger Kroh](mailto:Roger.Kroh@harrisonville.com), jbowman@harrisonville.com, mzaring@harrisonville.com, ddoerhoff@harrisonville.com, jreece@ci.harrisonville.mo.us, mmilner@harrisonville.com, cmiller@harrisonville.com, mturner@ci.harrisonville.mo.us, gdauidson@harrisonville.com, rjones@ci.harrisonville.mo.us

Mayor, Council members and staff,

My name is Aaron Obermiller, my property is located at 600 E Pearl.

I was unaware that there would not be public comment on Council Bill 45, fortunately with the motion to table, I have the opportunity to add my thoughts on the subject. I am the property Owner referenced in the staff report that indicated they would also apply for vacation of the alley. This is true, however, I am opposed to the vacation of any segments of this alley.

This alley is used by a number of people as the easiest Northbound access from Mechanic to Chestnut street from Wirt to Bradley. This is also a primary conduit for foot traffic, North- and Southbound, from the residential areas to the school complex or Mechanic. I may see as much or more foot traffic than vehicular traffic in a given day. The primary crosswalk to the school is located just East of this alley likely as it is considered a major pedestrian conduit. While not improved with sidewalks other than at the South-most East parcel, it does provide a safe, low traffic continuous path to the school and has for many decades.

As was brought up in the meeting, if the proposed portion of the alley is vacated, it does become essentially a u-turn back to Mechanic. It is possible the alley adjacent to the library could be altered from a one-way Southbound to a one-way Northbound up to Wall, but that would be its own set of complications in that area. It would add to the already segmented series of alleys around the area causing more complications for the ~ 25 residences it potentially serves (Northbound alley to Eastbound Chestnut) as well as other traffic using it for primary egress from Mechanic.

I empathize with the applicant, vehicular and foot traffic is right by our houses. Fortunately I have not experienced the excessive speeding (really any noticeable speeding) from traffic or loitering from the many pedestrians as the applicant has. This is likely due to buildings being much closer to the paved surface than around the applicant. I also am concerned about children's safety, I have five from 2 to 9, and the alley makes an enticing place for them. However, that's a concern anywhere with kids and traffic, especially on larger, wider higher speed collector streets with much more traffic than an alley.

I understand the applicant's concern with intrusion onto their property; this seems to be the case around many of these original town lots. My property line also runs approximately down the middle of the alley with the platted alley further West. What can be done is a difficult question. I don't think there is any benefit for the City attempting to resolve these issues in bulk, this would likely involve a significant sum of money for minimal benefit. Addressing encroachments on a case by case basis would be the best course of action for which there are several actions available.

I'd be approaching the end of my time, so what could be done to help the applicant and other parcels facing these issues? Maybe a blanket variance policy could be put in place defining a certain distance from the edge of the pavement or center line where a fence could be constructed without needing to move through that process. This could allow the applicant and other homeowner's to secure their property, and also have the added benefit of naturally slowing traffic down due to perception of the fences. If the pavement was 12 feet, with 2 feet each side, this would also continue to allow pedestrian traffic to safely interact with one-way traffic in these areas.

Thank you for your time. Please feel free to email or call if you have any questions. I do encourage the City to deny the application.

CITY CLERK: Please print a copy of this for Alderman Dickerson.

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Aaron D. Obermiller, P.E.
R.E.O. ENGINEERING, P.C.
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Harrisonville, MO 64701
(816) 380 - 5150 ph
(816) 884 - 3250 fax