



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
APRIL 5, 2021
6:00 PM**

NOTE: As the City of Harrisonville works to maintain a safe and transparent environment for all members of the community during the ongoing COVID-19 pandemic, Board of Aldermen meetings at City Hall will not have a live audience. Instead, meetings will be available through a livestream on the City's YouTube channel. The livestream can be found by clicking on the "Watch City Meetings" link in the "Government" section of www.harrisonville.com. Individuals who have submitted an Agenda Request Form or are applicants listed for an item on the meeting's agenda will be allowed to attend the meeting in person but will be asked to leave the meeting after their item has been reviewed by the Board.

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Electric Department Mutual Aid Recognition**
 - B. Electric Department APPA RP3 PLATINUM Presentation**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen – Board Retreat - Mar 3, 2021 5:00 PM**
 - B. Board of Aldermen - Regular Meeting - Mar 15, 2021 6:00 PM**
 - C. Executive Session Minutes - November 2, 2020**
 - D. Executive Session Minutes - December 7, 2020**
 - E. Executive Session Minutes - February 1, 2021**
 - F. Executive Session Minutes - February 16, 2021**

5. Agenda Items

Publish

- A. Junk in the Trunk Event Permit 2021**
 - B. 2021 Farmer's & Artist's Market Event Permit**
 - C. Council Bill 22: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, ADOPTING SHORT TERM GOALS OF THE CITY OF HARRISONVILLE, MISSOURI**
 - D. Council Bill 23: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH GOULD EVANS FOR THE COMPLETION OF A MASTER/COMPREHENSIVE PLAN AND A COMMUNITYWIDE CITIZEN SURVEY FOR THE CITY OF HARRISONVILLE, MISSOURI**
 - E. Council Bill 24: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COST-SHARING AGREEMENT WITH CASS COUNTY, MISSOURI**
 - F. Council Bill 25: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A MAINTENANCE AND ROAD USE AGREEMENT WITH CASS COUNTY, MISSOURI**
- 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 1st day of April, 2021

Daniel Barnett, 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.



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: April 1, 2021
SUBJECT: Electric Department Mutual Aid Recognition

Type of Item: *Presentation*

A. Discussion Item (ID # 3831)

Electric Department Mutual Aid Recognition



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: April 1, 2021
SUBJECT: Electric Department APPA RP3 PLATINUM Presentation

Type of Item: *Presentation*

B. Action Item (ID # 3832)

Electric Department APPA RP3 PLATINUM Presentation



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
COMMUNITY CENTER
MARCH 3, 2021
5:00 PM

1. Call to Order

This meeting was called to order by Mayor Judy Bowman at 5:05 p.m.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Economic Development Counsel Joe Lauber, City Administrator Brad Ratliff, Police Chief John Hofer, Fire Chief Eric Myler, Director of Administrative Services Jeremy Smith, Community and Economic Development Director Jim Clarke, Public Works Director/City Engineer Carl Brooks, Electric Superintendent Andy Pollard, Parks and Recreation Director Grant Purkey, City Planner Roger Kroh, Building Official Chris Arthur and City Clerk Daniel Barnett - recording.

3. Discussion Items

Recap of Goal-Setting Session March 3, 2021

Based on survey results and discussion at the March 3 work session, the Mayor, Board of Aldermen, and City staff have identified short term goals of the City with action steps to be completed by March 31, 2022, unless otherwise indicated below. These goals and their action steps are identified in under general titles listed alphabetically below:

Improve Industrial Development Through Economic Development Tools

- Identify and create an opportunity with 1 secondary education provider to create workforce development in Harrisonville
- Invite and host 3 industrial developers to tour prospective industrial sites, including the newly-sewered properties in Harrisonville
- Schedule and hold meetings to discuss the creation of a CID and/or TDD to provide incentives for increasing the capacity of the City's road infrastructure on the west side of I-49 for industrial development with the following partners:
 - Love's
 - Church & Dwight
 - ADS
 - Universal Forest Products
- Review and modify, as appropriate, the adopted incentives policy, specifically for Chapter 100 incentives, designed to attract highly technical industrial businesses that make a significant investment in personal property and hire skilled workers for wages that are above the median wage paid in Cass County.

Utilize Additional Revenue Sources

- Conduct a tax analysis to identify unused sources of tax revenues
- If available, put a fire/ambulance tax on the ballot on the most effective election date
 - August
 - November
- Develop a prioritized list of other available revenue sources and a plan for implementing one or more of these sources

Create Incentives to Enhance Code Enforcement

- Create a program that complements the City's increased code enforcement measures to incentivize better property management throughout the City
 - Meet with officials at the City of Independence to learn about their 353 programs and tour the areas where their programs are in effect
 - Establish the boundaries of a redevelopment area where residential properties suffer from a predominance of blighted conditions using the City's prioritized inventory of problem properties

- Identify a list of criteria that would create the greatest impact in increasing property values and improving the visual appearance of the identified area
- Develop a 353 plan to implement a program for blight remediation through investment and improvement in residential properties in the identified area
- Work with Love the Square to create a community improvement district on the historic square to encourage economic development through historic renovation of commercial properties on the square.

This meeting was adjourned at 10:12 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Mar 3, 2021 5:00 PM (Approval of Minutes)

**DRAFT****MINUTES****CITY OF HARRISONVILLE****BOARD OF ALDERMEN****REGULAR MEETING****MARCH 15, 2021****6:00 PM**

DUE TO THE POTENTIAL FOR SEVERE WEATHER AT THE TIME OF THE MEETING, THIS MEETING WAS HELD VIA ZOOM

1. Call to Order

The meeting was called to order at 6:02 PM by Mayor Judy Bowman.

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Remote	
Sandy Franklin	Harrisonville	Board Member	Remote	
Dave Doerhoff	Harrisonville	Board Member	Remote	
Marcia Milner	Harrisonville	Board Member	Remote	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Remote	
Matt Turner	Harrisonville	Board Member	Remote	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Police Chief John Hofer, Fire Chief Eric Myler, Community and Economic Development Director Jim Clarke, Director of Administrative Services Jeremy Smith, City Attorney Alex Felzien, Public Works Director/City Engineer Carl Brooks, Electric Superintendent Andy Pollard, Parks Director Grant Purkey, City Clerk Daniel Barnett - recording.

Mayor Bowman spoke to meeting changes due to the severe weather and thanked staff for their flexibility.

2. Ceremonial Matters**A. Electric Department Mutual Aid Recognition**

Item postponed to the April 5, Board of Aldermen meeting.

RESULT:	DISCUSSION
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3. Public Participation

A. Agenda Request - Peggy Wyatt

Peggy Wyatt (301 E Shady Lane) - Spoke - by phone - against the potential decision to vacate a segment of a platted, yet unimproved, mid-block alley extending east of Lexington between Chestnut and Shady lane.

In response, City Planner Kroh presented a staff report about the potential alley vacation. Kroh said the applicant has a contract to purchase land on both sides of the alley in order to build six new owner-occupied single-family homes. Kroh said that if for some reason the land sale does not occur, staff is still supportive of the vacation. Kroh said given the deep north-south drainage ditch east of Lexington, staff does not believe the alley will ever be improved.

Bowman asked for further comment from either Sara Corniels or Peggy Wyatt. Neither wished to comment.

Kroh said, as advised by the applicant, that the potential homes built on the property would be for sale by owner and not retained as rental properties.

Sarah Corniels (407 N Lexington Street) was also present on the phone call.

B. Agenda Request - Kim Chulufas

Peggy Wyatt advised the Board that Kim Chulufas had a conflict and would not be addressing the Board, but that she would be speaking on her behalf.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Mar 1, 2021 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mike Zaring, Board Member
SECONDER:	Judy Reece, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. Board of Aldermen - Work Session - Mar 1, 2021 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gary Davidson, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

C. Board of Aldermen - Special Meeting - Mar 11, 2021 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

D. Executive Session Minutes - November 2, 2020

Minutes Acceptance: Minutes of Mar 15, 2021 6:00 PM (Approval of Minutes)

Postponed due to move to ZOOM meeting. Mayor Bowman informed the Board that the executive session minutes on the agenda for the evening will be voted upon during the next in-person meeting.

5. Agenda Items

A. A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING CITY ADMINISTRATOR TO UPDATE AUTHORIZED BANKING SIGNATURES AT COMMUNITY BANK AND COMMERCE BANK, AND ESTABLISHING AN EFFECTIVE DATE.

Director of Administrative Services Smith presented a staff report about the need to update the City's banking signatures list.

Upon passage, Mayor Bowman designated it to be Resolution number: 2021-011

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Judy Reece, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO REFUND AN OVERCHARGE OF ELECTRIC USAGE TO THE VARIOUS BUSINESS OWNERS AT 1901 E MECHANIC STREET, IN AN AMOUNT NOT TO EXCEED \$36,372.40, IN ACCORDANCE WITH CODE SECTION 700.385, AND ESTABLISHING AN EFFECTIVE DATE.

Director of Administrative Services Smith presented a staff report about the need to refund overcharged electric usage for the business located at 1901 E Mechanic Street, and the history behind the overcharge.

Alderwoman Milner asked what fund the repayment would come out of.

Smith said it would be charged to the Electric Fund.

Alderman Davidson asked how the City would pay back the funds.

Smith said the payment will be made in a lump sum to each business owner, based upon the amount of time each individual was in ownership during the months of the overcharge.

Upon passage, Mayor Bowman designated it to be Resolution number: 2021-012

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Mills, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

Minutes Acceptance: Minutes of Mar 15, 2021 6:00 PM (Approval of Minutes)

C. AN ORDINANCE OF BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, PROVIDING FOR THE EXTENSION OF THE CITY LIMITS BY ANNEXING APPROXIMATELY 4.63 ACRES OF ADJACENT TERRITORY OWNED BY BALDEV S KHEHRA AND THE KHEHRA FAMILY WEALTH TRUST LOCATED AT 21400 E. 275TH STREET INTO THE CITY OF HARRISONVILLE, MISSOURI AND ESTABLISHING AN EFFECTIVE DATE.

City Planner Kroh presented a staff report detailing the appeal from Baldev S. Khehra for the Khehra Family Wealth Trust, owners of the Slumber Inn, located at 21400 E 275th Street, to voluntarily annex into the City of Harrisonville. Kroh said the property is 4.63 acres in size. Kroh informed the Board that the owners of the Slumber Inn would like to make the move in an effort to utilize the proposed sewer main being extended to the treatment facility at the Walmart Distribution facility.

Harry Khehra, on behalf of the Khehra family, thanked the City of Harrisonville for providing the opportunity and said he looks forward to working with the City on this project.

Mayor Bowman told Mr. Khehra that she thought his facility was very nice and welcomed him into the City limits.

Upon passage, Mayor Bowman designated it to be Ordinance number: 3535

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Mike Zaring, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

D. AN ORDINANCE VACATING UNIMPROVED EAST/WEST ALLEY RIGHT-OF-WAY EXTENDING 165 FT. EAST OF LEXINGTON ROAD BETWEEN SHADY LANE AND CHESTNUT DRIVE IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE

City Planner Kroh introduced the applicants for the item, Chris Chiodini and Brent Hastie, and reminded the Board that staff recommends approval.

Chris Chiodini thanked the Board for being able to present this item to the Board. Chiodini said he and his partner are very excited about bringing their project to the City and said he believes the project will be an asset to the City.

Alderwoman Milner asked how many lots were originally in the location.

Chiodini said there were originally three lots.

Milner asked if the applicants plan was to add the footage from the alleyway and then split the lot to double the amount of housing possible on the lot.

Chiodini said all lots currently front Lexington Street. Chiodini said they plan to plat the ground into six lots and said they would construct one home on each lot and each of the constructed homes would be owner occupied. Chiodini said neither he nor his partner would own the homes to rent them out.

Brent Hastie said the goal was to manufacture affordable housing and make it available to new or existing Harrisonville residents. Hastie said he has done a similar project in another City and that it went very well. Hastie said it would raise property values in the area.

Alderman Mills clarified that the alley in question does not border the property of any other individual in the area.

Upon passage, Mayor Bowman designated it to be Ordinance number: 3536

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike Zaring, Board Member
SECONDER:	Bill Mills, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

6. Aldermen and Committee Reports

Alderman Mills spoke about the City's response to the increased electrical usage and the national supply and demand energy issues created by the polar vortex in February. Mills presented a question to the City Attorney about the potential for a conflict of interest based upon the Aldermen who live and operate businesses in Harrisonville being able to benefit from any potential billing subsidy from the City.

City Administrator Ratliff said he understood that there would be no conflict of interest, as the decision is being made for the City as a whole and not for the aldermen as individuals.

City Attorney Felzien said their office will look into the matter and will provide official counsel to the Board via a formal memo from himself and Mr. Mauer.

Alderswoman Franklin spoke about Love the Harrisonville Square's upcoming Farmers Market Vendors meeting and about the upcoming Historic Walking Tour hosted by the LTHS organization and local historian David Atkinson.

Alderman Zaring spoke to the question asked by Alderman Mills about the potential conflict of interest in the decision to subsidize electric customers utility bills following the recent polar vortex. Zaring reminded the Board that the money is for emergencies like the situation now facing the City. Zaring said he would like clarity on what exactly the money in the City's reserve funds is in place for.

Alderswoman Reece said she is proud of the City of Harrisonville for its work on the Rental Ready Program and during the Town Hall meeting on March 6, 2021. Reece said she would encourage all those in the Harrisonville community to remain open minded and to foster discussion with one another, with the goal of reaching successful conclusions and not spreading false or preconceived, destructive opinions.

Alderswoman Milner expressed her appreciation to staff for their work to find the proper solution for the City of Harrisonville regarding the increased electric invoice. Milner said she is excited that people are wanting to come to the City and build homes. Milner said it is exciting to see people ready to invest in our community. Milner spoke to the points made by Alderswoman Reece about remaining open minded and to understand that the Rental Ready program is still very much in the works and none of its items have been finalized.

7. Report from the City Administrator

Ratliff said staff will soon be providing information about the renovations to the outdoor pool.

Ratliff said staff are currently working through the audit with the County on the COVID-19 CARES money.

Ratliff said the City is preparing for guidance about the monies approved by the federal government for local municipalities. Ratliff said when this guidance arrives, the City staff will hold a Work Session with the Aldermen to discuss the use of those funds.

Ratliff provided an update on the ongoing projects within the Harrisonville School District. Ratliff said the City is excited to see those project moving forward.

Ratliff informed the Board that the selection committee for the 2021 comprehensive master plan update reviewed 10 submittals and selected four consulting teams for interviews on March 10-12. The firms to be interviewed are Confluence, the Olsson Studio, Gould Evans, and Shockey Consulting. All are from the Kansas City area.

Ratliff informed the Board that the Storm Water Design of the Muddy Creek Regional (Glen Eagle) Retention Basin and Lake Harrisonville Spillway Pipe Rehabilitation projects have received five RFQ's from consulting engineers, which are now under review by City staff and scheduled to be completed on March 16.

Ratliff informed the Board that the Cass County Commissioners have agreed to allow the force mains and gravity sewer pipe within the Cass County right-of-way and under pavement of E 275th Street and Brickplant Road. Ratliff said the Geotech soil boring work is scheduled to begin on March 22.

Ratliff said engineering firm Wilson & Co would like to present information for the Lake Luna and City Lake projects to the Park Board on April 13, and to the Board of Aldermen on April 19. Ratliff said the engineering design of the project is 10-percent complete.

A. February 2021 Municipal Court Report

8. Questions from the Media

Mr. Minnich of the South Cass Tribune asked about the final decision for the utility bills based upon the increase electric invoice.

Director of Administrative Services Smith explained that during the Special Meeting of the Board of Aldermen, a motion was made by Alderman Davidson to use funds from the City's Electric Fund to pay the balance of the February electric invoice from the Missouri Public Utility Alliance and to postpone the final customer supply cost adjustment decision until either the April 5, meeting of the Board of Aldermen or the April 19, meeting.

Minnich asked if the Board will have to vote to approve that decision.

Mayor Bowman said yes, the Board will have final approval.

9. Adjourn From Regular Session

Mayor Bowman said she was grateful that the potential for severe weather in Harrisonville had passed on and thanked the Board members, staff and those in attendance for their flexibility in making the meeting possible.

Bowman said she appreciates the Board so much for working to make Harrisonville a safer, stronger and better community. Bowman thanked Alderwoman Reece for her comments about the recent Town Hall meeting. Bowman said she was proud of the work staff had done to prepare for the meeting and for their professionalism during the meeting. Bowman said she hopes that prepares the way for future meetings, as it has always been about gaining information, not just from staff, but also from each member of the community.

Bowman said she was excited about the opportunity to develop a Comprehensive Master Plan, as the City has not done so since 2002. Bowman said the project will belong to the community and that the City desires community input. Bowman asked for members of the Board and the community to please be vocal about their hopes for the City and to contribute to our future.

A motion was made by Alderwoman Franklin to adjourn with a second by Alderwoman Reece. Motion carried with all ayes. Meeting adjourned at 6:55 p.m.

Regular Meeting**Monday, March 15, 2021****6:00 PM**

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Mar 15, 2021 6:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: March 30, 2021
SUBJECT: Junk in the Trunk Event Permit 2021

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Love the Harrisonville Square – Amanda Stites

Requested Actions: Use of part of the square for the monthly Junk in the Trunk Flea Market

Date of Application: March 26, 2021

PROPOSAL

The Love the Harrisonville Square Committee has requested permission to host a “Junk in the Trunk” Flea Market on the historic Harrisonville square a couple of Saturdays throughout the summer. The applicant has requested to block the square from 3:00 pm until 7:00 pm each of the requested Saturday nights.

The applicant is proposing blocking Lexington, Pearl and Independence of the square to vehicular traffic. The requested nights are May 8th and September 11th and rain out dates of 12th and October 9th. This differs from years past when the event was held monthly. The applicant stated that due to reduced volunteers they wanted to cut back on the number of dates this year.

The Street Department will provide the necessary cones and barricades for the closure and the applicant will be responsible for the set-up and tear down of the closure materials. There is no cost for City services for this event as road closure materials will be dropped off during working hours. If this event grows to the point of closing the entire square area, I suggest that the Street Department complete this closure, rather than the applicant, as it requires closing Independence Street at Mechanic Street and Lexington Street at Chestnut Street.

The applicant has provided the necessary required insurance for the event through Love the Square.

PREVIOUS ACTIONS

This event has taken place on the Harrisonville square for many years and have been very well received, and the applicant is anticipating a large crowd over the four-hour period. The applicant has adjusted event protocols to deal with the anticipated large crowd and covid-19 concerns.

KEY ISSUES

Covid-19 safety precautions will remain in place as needed. The applicant has been in contact with organizations like the MO Dept of Agriculture, MU Extension and the Cass County Health Department to assist in the preparation of new COVID-19 protocols. Additionally, they are prepared to follow guidelines as laid out by the Cass County Health Department. Should the covid-19 situation worsen, or guidelines change, the applicant has agreed to adapt and to adhere to the new guidelines or cancel these events accordingly.

STAFF COMMENTS AND SUGGESTIONS

Staff has not received any complaints or concerns with this event over the last couple years. This is another event to help promote and revitalize the historic Harrisonville square area.

STAFF RECOMMENDATION

Staff recommends approval for this event if all City Ordinances, Missouri State Statutes, Cass County Health Department (CCHD) and Center for Disease Control (CDC) guidelines are followed.

ATTACHMENTS

Special Event Permit Application
Junk in the Trunk Vendor Guidelines Document
Covid-19 Protocols Document
Required Certificate of Insurance

STAFF CONTACT:

Chief John J. Hofer
jhofer@harrisonville.com

A. Action Item (ID # 3828)

Junk in the Trunk Event Permit 2021

Attachments:

Junk in the Trunk Event Permit App - 2021 Season (PDF)

LTHS EOI (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: Love the Harrisonville Square
~~Junk in the Trunk~~
2. Name of Applicant: Amanda Stites
Address: 30118 S. Main St. Harrisonville, MO 64201
Phone: 816-866-8762 Cell: same
3. Purpose of Event: Junk In the Trunk Flea Market
4. Proposed date(s) and time(s) of Event: May 8th, September 11th
Rainout Dates: June 12th, October 9th
Setup: 3pm open: 4-7pm
5. Location(s) where event will be held: Lexington, Pearl and
Independence on the Square. Only
areas needed will be closed to traffic.
6. Anticipated crowd size: 200-250 Customers over the 3 hour
period. 50 vendors.
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: COVID-19 safety precautions
will remain in place as needed. We are trying
a new format this year. We are adding busk
live music, street food and other activities
to refresh this event and make it more valuable
to the surrounding businesses.

APPROVED this _____ day of _____, 20____.

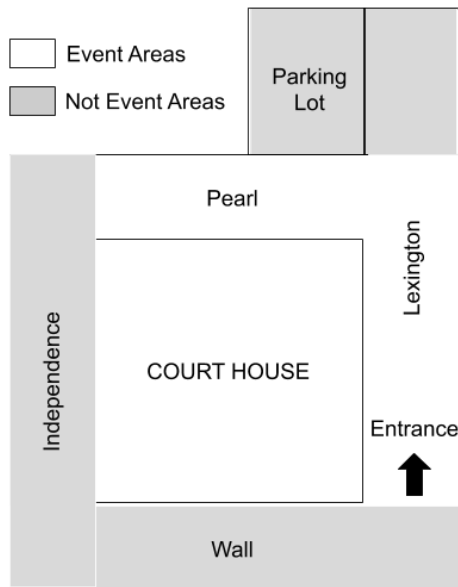
Chief of Police

City Clerk

Attachment: Junk in the Trunk Event Permit App - 2021 Season (Junk in the Trunk Event Permit 2021)

Junk In The Trunk Vendor Guidelines

- Vendors should follow the instruction of volunteer coordinators regarding the available parking spaces for set up.
- Vendors should fill the first available parking space furthest from the entrance. Additional vendor spots may be opened due to high-turnout. This is not guaranteed.



- A restroom is available inside Bodeez Bar & Grill on Wall Street.
 - Spots are available on a first come, first serve basis. Spots may not be reserved in advance or saved ahead of time.
 - Set up may not begin until the streets are closed. Barricades will be placed by volunteers around 4 p.m.
 - Vendors should set up items for sale in the area directly behind their vehicle. Items should not block other vendor vehicles.
-
- Only vehicles with items to sell will be allowed in the event area. Vehicles with trailers requiring multiple spaces should consult with an event coordinator before parking.
 - No live animals, firearms, alcohol or other regulated substances will be allowed for sale.
 - Any vendors of food or drink items agree to follow any regulations or guidelines for those products as outlined by the Cass County Health Department.
 - Sales between vendors and to customers may begin once the barricades are in place.
 - Event coordinators do not manage the attendance of direct sale businesses.
 - All vendors should begin packing up items immediately at 7 p.m. when the event closes. Vendors should be ready to leave the event area no later than 7:30 p.m.
 - Event volunteer coordinators reserve the right to close the event early, cancel the event or make other event changes when in the interest of public safety.
 - Event volunteer coordinators reserve the right to remove or deny event access to any vendor who does not comply with the guidelines above.



COVID-19 Protocols

Updated: 3/25/2021

In order to protect our vendors and customers the Junk in the Trunk Flea Market will implement the following protocols until further notice.

Market Protocols:

- A minimum of two handwashing stations will be made available to vendors and the public. They will include a hands-free source of running water, paper towels, hand soap, trash and water collection receptacles. Reminders of proper handwashing techniques will also be posted nearby.
- The South entrance will display important COVID-19 safety notices, including social distancing requirements of 6 feet. These will also be communicated online, in advance of the market opening day and then on a regular basis.
- The Market will adhere to current guidelines from national, state or local government authorities.

Vendor Protocols:

- Vendors will be strongly encouraged to wear a face mask when interacting with customers. Masks should provide adequate coverage of the vendors mouth and nose.
- Vendors will be asked to properly wash their hands at a provided hand washing station before the market opens and as needed during the day.
- Vendors will be encouraged to designate one person to handle money and another to handle the products. Vendors who are not staffed to do so will be asked to sanitize their hands in between transactions.
- Vendors who display signs of sickness will not be allowed to sell at the market.

Junk In The Trunk City Services Requested

Cones: 6 needed

Barricades: 6 needed

Please leave 4 cones and 1 barricade on the Harrisonville Square at the corners of Independence and Pearl, Pearl and Lexington and Lexington and Wall. Planned dates are May 8th and September 11th. Back up dates are: June 12th and October 9th.

Harrisonville Farmers Market City Services Requested

Cones: 6 needed

Barricades: 4 barricades

Please leave cones, barricades on the Harrisonville Square at the corners of Wall and Lexington and Lexington and Pearl prior to the event. Season runs June 5th through September 25th.



CERTIFICATE OF LIABILITY INSURANCE

DATE () **5.A.b**
3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Community Insurance Consultants, LLC 1604 E. Elm St. Harrisonville MO 64701		CONTACT NAME: Nick Burris PHONE (A/C, No, Ext): 8167930554 E-MAIL ADDRESS: Nick@coveringyourcommunity.com FAX (A/C, No):	
INSURED Love The Harrisonville Square 101 E Wall St Harrisonville MO 64701		INSURER(S) AFFORDING COVERAGE INSURER A: ACE FIRE UNDERWRITERS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 207020	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			D95764770	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,
							MED EXP (Any one person) \$ 5,
							PERSONAL & ADV INJURY \$ 1,000,
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			8261-3701	12/31/2020	12/31/2021	DEFECO DO COREI 1,000,000 / 1,000,000,000 / 1,000,000 / 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Harrisonville 300 E. Pearl St. Harrisonville MO 64701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicholas Burris
---	--

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STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: March 30, 2021
SUBJECT: 2021 Farmer's & Artist's Market

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Love the Harrisonville Square – Amanda Stites

Requested Actions: Use of part of the square for the weekly farmer's & artist's market.

Date of Application: March 26, 2021

PROPOSAL

The Love the Harrisonville Square Committee has requested permission to host a weekly "Farmer's & Artist's Market" on the historic Harrisonville square each Saturday from June through September. The applicant has requested to block the square at 7:00 am for set-up and open for business at 8:00 am through 12:00 pm and clean-up and have the square back open by 1:00 pm each Saturday. Currently there are no known conflicts with any of these dates.

PREVIOUS ACTIONS

This is the ninth year for the event on the Harrisonville square. Last year's events were very well received, and the applicant is anticipating a crowd size of 200-250, over the four-hour period, each week for this year's event. The set up will be along Lexington St. with this section of Lexington blocked from Wall to Pearl. They will use both sides of the square for vendors. The Street Department will provide the necessary cones and barricades and the applicant will be responsible for the set-up. There is no cost for City services for this event as road closure materials will be dropped off during working hours.

The applicant has provided the necessary required insurance for the event through Love the Square.

KEY ISSUES

Covid-19 safety protocols will remain in place and be re-evaluated throughout the season. The applicant has been in contact with organizations like the MO Dept of Agriculture, MU

Extension and the Farmer's Market Coalition to assist in the preparation of COVID-19 protocols. Additionally, they are prepared to follow guidelines as laid out by the Cass County Health Department who they work with on a regular basis. Should the covid-19 situation worsen, or guidelines change, the applicant has agreed to adapt and to adhere to the new guidelines or cancel these events accordingly.

STAFF COMMENTS AND SUGGESTIONS

Staff has not received any complaints or concerns with this event over the last couple years. This is another event to help promote and revitalize the historic Harrisonville square area.

STAFF RECOMMENDATION

Staff recommends approval for this event if all City Ordinances, Missouri State Statutes, Cass County Health Department (CCHD) and Center for Disease Control (CDC) guidelines are followed.

ATTACHMENTS

Special Event Permit Application
Farmer's Market Rules and Regulations Document
Covid-19 Market Protocols Document
Required Insurance

STAFF CONTACT:

Chief John J. Hofer
jhofer@harrisonville.com

B. Action Item (ID # 3827)

2021 Farmer's & Artist's Market

Attachments:

Hville Farmers and Artists Market Event Permit App - 2021 (PDF)

LTHS EOI (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: Love the Harrisonville Square
2. Name of Applicant: Amanda Stiles
Address: 30118 S. Main St., Harrisonville MO 64701
Phone: 816-866-8762 Cell: same
3. Purpose of Event: Harrisonville Farmers & Artists Market
4. Proposed date(s) and time(s) of Event: Saturdays, June 5th through Sept. 25th. Setup 7am. Open 8-Noon
5. Location(s) where event will be held: Lexington Street on the Square will be closed to traffic. During peak season Pearl may also be needed.
6. Anticipated crowd size: 200-250 customers spread over all four hours.
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: COVID-19 safety protocols will remain in place and be reevaluated throughout the Season.

APPROVED this _____ day of _____, 20____.

Chief of Police

City Clerk

HARRISONVILLE

Farmers & Artists Market on the Square

Saturdays, 8 am - Noon
June - September
& The Log Cabin Festival



Market Rules & Regulations

No vendor fee applies, however all vendors must adhere to the rules and market regulations as outlined below.

Management reserves the right to refuse entry or remove any vendor for failure to comply with the rules/regulations.

Management may make additional requests as necessary for vendor and patron safety.

1. All products sold must be produced, grown or harvested within 35 miles of Harrisonville.
2. Vendors must comply with all local, state and federal regulations that apply to their products. These include but are not limited to:
 - Pesticide licensing, their safe use and residue levels
 - A seal on weigh scales and compliance with other measure rules
 - State sales tax collected as required
 - Health regulations that limit the preparation of ready-to-eat foods
 - Preserves, honey and canned foods labeled and limited as required
 - Eggs labeled and sold at required internal temperature
 - All other relevant health department guidelines (see Cass County Health Dept. Farmer's Market Policy)
3. Products sold that are not produced or harvested by the vendor that sells them must display an informational placard stating the source of the item. Products not produced by the vendor are subject to approval by Market Managers and cannot comprise more than 33% of the products sold by the vendor.
4. Handcrafted items (fine art, folk art, heritage arts) are allowed. Mass produced items or items composed of mostly mass produced items are not allowed.
5. Items that cannot be sold under any circumstances include live animals, weapons or alcoholic products. Management reserves the right to prohibit the sale of other items.
6. Vendors may begin set up after street barricades are in place. Set up begins at 7:00 a.m. and must be completed prior to the market opening at 8:00 a.m. The market closes at 12:00 p.m. Vendors who wish to leave before closing should notify a manager.
7. Management reserves the right to close the market for any length of time due to public safety concerns, including but not limited to lightning or severe storms.
8. Vendor vehicles are not allowed in the market area after opening, unless by prior permission from Market Managers. Vendors are encouraged to leave ample customer parking open.
9. Spaces are roughly 10x10 in area. Products should be displayed off the ground and adequately protected from the elements. Vendors are responsible for clean up of their space. Seasonal Spaces and Per Day Spaces are available. See Vendor Space Allocation addendum for additional rules and details.
10. Smoking in the designated Market area is prohibited.

Harrisonville Farmer's Market: Allocation of Vendor Space Addendum

Seasonal Spaces

Vendors who plan to participate in the market for the length of the season may choose to reserve a Seasonal Space. Seasonal Spaces are a reserved 10x10 space as selected by the Market Managers and agreed upon by the Vendor.

Seasonal Spaces will be considered reserved until 7:15 a.m. on the Market day. If the Vendor has not arrived prior to 7:15 a.m. or notified the Market Managers in advance, their Seasonal Space will be considered forfeit for the applicable market day. Market Managers will fill any available spaces with other vendors in attendance.

Seasonal Spaces that remain unused for more than 3 weeks of the season will be considered forfeit and reassigned by the Market Managers.

Seasonal Spaces will be selected at the Annual Vendors Meeting following the selection process outlines below. Vendors who join the market after the season has begun may opt to select any unreserved Seasonal Space.

Market Managers reserve the right to end the Seasonal Space agreement with any vendor found in non-compliance with market rules or to change the allocated space when it is considered to be in the best interest of Market operations or public safety.

Per Day Spaces

Vendors who wish to participate on a per day basis will be assigned to an available spot by the Market Managers on the day of Market.

Community Group Space

The designated Community Group Space will be considered reserved for any community group wishing to attend the market for the purposes of education, community outreach or engagement. This space is available twice per season to each Community Group and should be reserved in advance by contacting a Market Manager.

All Community Groups will be required to display a placard provided by the Market Managers which states, "The views and opinions expressed by this community group are those of the group and do not necessarily reflect the official policy, position, view or opinion of the Harrisonville Farmers Market, its sponsors or participants."

On market day the Community Group space, if unreserved, may be filled by a Vendor with the approval of the Market Managers.

Seasonal Space Selection Process

Seasonal Spaces will be selected at the Annual Vendors Meeting. Vendors who are not in attendance may send a surrogate or make arrangements with the Market Managers to select a space after the Annual Vendor Meeting has occurred. No Seasonal Spaces will be allotted prior to the annual meeting.

The Annual Vendor Meeting will be held in April. The time, date and location of the meeting will be advertised to the public to ensure both seasoned vendors and those interested in becoming a new vendor have equal access.

Following the discussion of any new business, the selection process will begin.

All present Vendors will review the map of available spaces and write their name by the space they are interested in. After all vendors have completed the process, the Market Managers will review the Seasonal Space map and determine if any spaces are in dispute.

In the event that a Seasonal Space is requested by multiple vendors the Market Managers will give consideration to the following factors: seniority, type of products sold and past season participation. Preference will be given to senior vendors who completed the entire season or who sell products that the Health Department regulates as a food item.

Seasonal Space decisions made by the Market Managers are final.



COVID-19 Market Protocols

Updated: 3/25/2021

In order to protect our vendors and customers the Harrisonville Farmers & Artists Market on the Square will implement the following protocols until further notice.

Market Protocols:

- A minimum of two handwashing stations will be made available to vendors and the public. They will include a hands-free source of running water, paper towels, hand soap, trash and water collection receptacles.
- The South entrance will display important COVID-19 safety notices, including social distancing requirements of 6 feet. These will also be communicated online, in advance of the market opening day and then on a regular basis.
- The first hour of the market (8:00-9:00 am) will be reserved for shoppers with a higher risk of COVID-19 complications according to current CDC guidelines.
- The Market will adhere to current guidelines from national, state or local government authorities.

Vendor Protocols:

- All vendors will be required to wear a face mask when interacting with customers. Masks should provide adequate coverage of the vendors mouth and nose.
- Vendors will be required to practice proper hand sanitation techniques. Vendors will be asked to properly wash their hands at a provided hand washing station before the market opens and as needed during the day.
- Vendors will be encouraged to designate one person to handle money and another to handle the products. Vendors who are not staffed to do so will be asked to sanitize their hands in between transactions.
- Vendors will be encouraged to pre-sell items using online resources as much as possible to limit customer time in the market.
- Vendors who display signs of sickness will not be allowed to sell at the market.

Junk In The Trunk City Services Requested

Cones: 6 needed

Barricades: 6 needed

Please leave 4 cones and 1 barricade on the Harrisonville Square at the corners of Independence and Pearl, Pearl and Lexington and Lexington and Wall. Planned dates are May 8th and September 11th. Back up dates are: June 12th and October 9th.

Harrisonville Farmers Market City Services Requested

Cones: 6 needed

Barricades: 4 barricades

Please leave cones, barricades on the Harrisonville Square at the corners of Wall and Lexington and Lexington and Pearl prior to the event. Season runs June 5th through September 25th.



CERTIFICATE OF LIABILITY INSURANCE

DATE () **5.B.b**
3/26/2021

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PRODUCER Community Insurance Consultants, LLC 1604 E. Elm St. Harrisonville MO 64701		CONTACT NAME: Nick Burris PHONE (A/C, No, Ext): 8167930554 E-MAIL: Nick@coveringyourcommunity.com ADDRESS: Nick@coveringyourcommunity.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ACE FIRE UNDERWRITERS INS CO		207020
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			D95764770	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,
							MED EXP (Any one person) \$ 5,
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			8261-3701	12/31/2020	12/31/2021	DEFECO DO COREI 1,000,000 / 1,000, 1,000,000 / 1,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Harrisonville 300 E. Pearl St. Harrisonville MO 64701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicholas Burris
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STAFF REPORT

TO: Board of Aldermen
FROM: Brad Ratliff, City Administrator
DATE: March 24, 2021
SUBJECT: Board of Alderman Goals

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: City Administrator

Requested Actions: Approval of Goals

Date of Application: April 5, 2021

PROPOSAL

Based on survey results and discussion at the March 3 work session, the Mayor, Board of Aldermen, and City staff have identified short term goals of the City with action steps to be completed by March 31, 2022, unless otherwise indicated in the attached. These goals and their action steps are identified in under general titles listed alphabetically in the packet.

PREVIOUS ACTIONS

The Board of Aldermen met March 3, 2021 to review the goals completed that were set in 2019. Additionally, they decided on additional goals to be completed by March 31, 2022.

KEY ISSUES

- These goals help staff to ensure the City is aiming in the direction the BOA desires.
- Budget is prepared by staff based on the goals established by the BOA.
- Department goals are based on the BOA established goals.
- Staff, from the City Administrator down to entry level, set their goals based on the BOA established goals.

STAFF COMMENTS AND SUGGESTIONS

Staff are thankful for the time the Mayor and Aldermen work to establish appropriate goals for the organization. We know that it is not an easy task nor appreciated enough by the hard work you put in.

STAFF RECOMMENDATION

Staff will not make a recommendation as this is purely the BOA's desired goals as the majority of the governing body of the City.

ATTACHMENTS

- Recap notes from Joe Lauber who facilitated the goal session.
- Resolution approving the goals established.

STAFF CONTACT: Joe Lauber or Brad Ratliff

C. Action Item (ID # 3824)

A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, adopting Short Term Goals of the City of Harrisonville, Missouri

A Resolution Adopting Short Term Goals of the City of Harrisonville, Missouri

Whereas, the City of Harrisonville has as its mission to objectively serve the citizens, provide the services necessary to ensure the safety and well-being of all, and provide the quality of life expected by the community; and

Whereas, to carry out that mission, the Mayor, Board of Aldermen and City staff desired to identify the three most important issues currently facing the City and set goals and action steps to resolve those issues; and

Whereas, the Mayor and Board of Aldermen, along with City have worked together to identify these issues, goals, and action steps; and

Whereas, the Board of Aldermen desires to set a course for achieving each of these goals by March 31, 2022; and

Whereas, the Board of Aldermen desires to memorialize these efforts to create a tangible reminder of its determination to achieve these goals on or before March 31, 2022.

Now Therefore, be it resolved by the Board of Aldermen of the City of Harrisonville, Missouri, as follows:

Section 1. The City's elected and appointed officials shall endeavor to implement, administer, execute, and complete the following goals of the City by March 31, 2022:

1. Improve industrial development within the City through economic development tools.
2. Identify and utilize additional revenue sources for an improved financial condition of the City.
3. Create and incentives plan to enhance code enforcement efforts in identified residential and commercial areas of the City.

Section 2. The City's elected and appointed officials have identified action steps to implement each of these, which are attached hereto as Exhibit A and incorporated herein as though set out in full.

Passed and Approved this _____ day of March 2021.

Judy Bowman, Mayor

ATTEST:

Clerk

Daniel Barnett, City

Attachments:

Resolution adopting City goals 3-15-21 (DOCX)

Recap of Goal Setting Session 3-3-21 (DOCX)

Resolution # _____

A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, adopting Short Term Goals of the City of Harrisonville, Missouri

Whereas, the City of Harrisonville has as its mission to objectively serve the citizens, provide the services necessary to ensure the safety and well-being of all, and provide the quality of life expected by the community; and

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2. Identify and utilize additional revenue sources for an improved financial condition of the City.
3. Create and incentives plan to enhance code enforcement efforts in identified residential and commercial areas of the City.

Section 2. The City's elected and appointed officials have identified action steps to implement each of these, which are attached hereto as Exhibit A and incorporated herein as though set out in full.

Passed and Approved this _____ day of March 2021.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

Attachment: Resolution adopting City goals 3-15-21 (Board of Alderman Goals)

Exhibit A

Improve Industrial Development Through Economic Development Tools

- Identify and create an opportunity with 1 secondary education provider to create workforce development in Harrisonville
- Invite and host 3 industrial developers to tour prospective industrial sites, including the newly-sewered properties in Harrisonville
- Schedule and hold meetings to discuss the creation of a CID and/or TDD to provide incentives for increasing the capacity of the City's road infrastructure on the west side of I-49 for industrial development with the following partners:
 - Love's
 - Church & Dwight
 - ADS
 - Universal Forest Products
- Review and modify, as appropriate, the adopted incentives policy, specifically for Chapter 100 incentives, designed to attract highly technical industrial businesses that make a significant investment in personal property and hire skilled workers for wages that are above the median wage paid in Cass County.

Utilize Additional Revenue Sources

- Conduct a tax analysis to identify unused sources of tax revenues
- If available, put a fire/ambulance tax on the ballot on the most effective election date
 - August
 - November
- Develop a prioritized list of other available revenue sources and a plan for implementing one or more of these sources

Create Incentives to Enhance Code Enforcement

- Create a program that complements the City's increased code enforcement measures to incentivize better property management throughout the City
 - Meet with officials at the City of Independence to learn about their 353 programs and tour the areas where their programs are in effect
 - Establish the boundaries of a redevelopment area where residential properties suffer from a predominance of blighted conditions using the City's prioritized inventory of problem properties
 - Identify a list of criteria that would create the greatest impact in increasing property values and improving the visual appearance of the identified area
 - Develop a 353 plan to implement a program for blight remediation through investment and improvement in residential properties in the identified area
- Work with Love the Square to create a community improvement district on the historic square to encourage economic development through historic renovation of commercial properties on the square

Recap of Goal-Setting Session March 3, 2021

Based on survey results and discussion at the March 3 work session, the Mayor, Board of Aldermen, and City staff have identified short term goals of the City with action steps to be completed by March 31, 2022, unless otherwise indicated below. These goals and their action steps are identified in under general titles listed alphabetically below:

Improve Industrial Development Through Economic Development Tools

- Identify and create an opportunity with 1 secondary education provider to create workforce development in Harrisonville
- Invite and host 3 industrial developers to tour prospective industrial sites, including the newly-sewered properties in Harrisonville
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- Work with Love the Square to create a community improvement district on the historic square to encourage economic development through historic renovation of commercial properties on the square



TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: March 31, 2021
SUBJECT: Contract with Gould Evans for a Comprehensive Plan and Communitywide Survey

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Roger Kroh, AICP, Community Development Planner

Requested Actions: RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH GOULD EVANS FOR THE COMPLETION OF A MASTER/COMPRENENSIVIE PLAN AND A COMMUNITYWIDE CITIZEN SURVEY FOR THE CITY OF HARRISONVILLE, MISSOURI

Date of Meeting: April 5, 2021

PROPOSAL

This action authorizes the City Administrator to enter into a contractual agreement for \$135,000 with the planning and architectural consulting firm of Gould Evans for the purpose of completing a master/comprehensive plan and a community wide citizen survey for the City of Harrisonville.

PREVIOUS ACTIONS

The Board of Aldermen approved funding in the 2021 City Budget for a Master/Comprehensive Plan for the City and a community wide citizen survey.

STAFF COMMENTS

The city received ten (10) proposals in response to its request for proposal for a professional consulting firm to complete a master/comprehensive plan and a community wide citizen survey for the City of Harrisonville. A selection committee comprised of Mayor Bowman, Planning Commission Chair Chris Chiodini, Brad Ratliff, Jim Clarke, and Roger Kroh reviewed the proposals, checked references, and selected four (4) firms for interviews.

All ten (10) firms have a wealth of experience and submitted excellent proposals. In the opinion of the committee, Gould Evans is the best fit for conducting what will be a very public-intensive year-long process and completing a new comprehensive plan for the city. The committee was impressed with Gould Evan's public engagement plan and their experience in all of the elements of comprehensive planning.

The ETC Institute, as a subcontractor to Gould Evans, will conduct the community wide citizen survey. An advantage of using ETC is that they will be able to compare results in the 2021 survey to results in the two surveys that they conducted for Harrisonville in the past.

Below is a list of the firms that submitted proposals and their fees for the project. The budget for the project stated in the RFP was \$135,000. Given that this is professional service, the City can consider professional knowledge and experience and is not required to take the low bid.

Kansas City

Gould Evans	\$135,000
Shockey Consulting Services	\$134,700
The Olsson Studio	\$134,941
PGAV	\$135,000
Confluence	\$135,000

Omaha, NE

RDG Planning and Design	\$135,000
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Chicago, IL

The Lakota Group	\$129,762
Houseal Lavigne	\$134,950

Raleigh, NC

Design Workshop	\$135,000
<u>Denver, CO</u>	
RICK Engineering	\$134,850

STAFF RECOMMENDATION

Approval

STAFF CONTACT: Roger Kroh, AICP, Community Development Planner

D. Action Item (ID # 3829)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH GOULD EVANS FOR THE COMPLETION OF A MASTER/COMPREHENSIVE PLAN AND A COMMUNITYWIDE CITIZEN SURVEY FOR THE CITY OF HARRISONVILLE, MISSOURI

Attachments:

Resolution for Gould Evans contract master plan (PDF)

Contract with Gould Evans (PDF)

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
CONTRACTUAL AGREEMENT WITH GOULD EVANS FOR THE COMPLETION OF
A MASTER/COMPREHENSIVE PLAN AND A COMMUNITYWIDE CITIZEN
SURVEY FOR THE CITY OF HARRISONVILLE, MISSOURI**

WHEREAS, the Board of Aldermen did include funds in the 2021 municipal budget of the city for completion on a new master/comprehensive plan and communitywide citizen survey; and

WHEREAS, the city received ten proposals from professional planning consultants in response to a national request for proposal; and

WHEREAS, a selection committee conducted a thorough review of all proposals and conducted interviews with four of the firms; and

WHEREAS, the selection committee has selected as their top choice the professional planning and consulting firm of Gould Evans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HARRISONVILLE BOARD OF ALDERMEN THAT:

Section 1. The City Administrator is hereby authorized and directed to enter into a contractual agreement on behalf of the Board of Aldermen with Gould Evans, a professional planning and architecture firm for the completion of a master/comprehensive plan and a communitywide citizen survey for the city of Harrisonville, Missouri.

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 THIS 5TH DAY OF APRIL 2021.**

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 5th day of April 2021.

CITY OF HARRISONVILLE CONTRACTUAL AGREEMENT

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 Gould Evans, a Missouri Corporation (hereinafter called CONTRACTOR).

W I T N E S S E T H:

WHEREAS, CITY requires goods and/or services for a Master/Comprehensive Plan for the City of Harrisonville, MO, 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 April 5, 2021.

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 Attachment A, Scope of 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 twelve (12) months.

ARTICLE 5 – COMPENSATION

For services performed and/or goods delivered, the CITY shall pay the CONTRACTOR, an amount not to exceed one hundred thirty-five thousand and 00/100 dollars (\$135,000).

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.

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 – BOND

The CONTRACTOR shall furnish a surety bond in the amount of one hundred percent (100%) of the AGREEMENT. The surety bond shall be security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT.

The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY.

ARTICLE 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 14 – 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 15 – 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, one hundred dollars (\$100) 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 16 – 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 17 – 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 18 – 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 19 – 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 20 – 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 21 – THIRD PARTY RIGHTS

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

ARTICLE 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – GOVERNING LAW

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

ARTICLE 28 – COMMUNICATIONS

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

CONTRACTOR: Gould Evans
4200 Pennsylvania Avenue
Kansas City, MO 64111

CONTACT PERSON: Graham Smith, Associate Principal
(816) 701-5315
graham.smith@gouldevans.com

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

ARTICLE 29 – 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.

ARTICLE 30 – ENTIRE AGREEMENT

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

ARTICLE 31 – 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:

CONTRACTOR:

By: _____
Brad Ratliff

By: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

Attachment A: Scope of Work

Phase 1: Engagement

We use this task to build effective partnerships and define roles and responsibilities to ensure a successful outcome.

Involvement of citizens, stakeholders, staff, and public officials makes the difference between successful planning and successful implementation. We understand that the planning process must facilitate consensus on the most difficult community issues and present a realistic range of options to make informed decisions. Further, we understand that consensus is not possible on every issue. Where there is consensus, implementation may be swift and successful. More importantly, where there is dissent, informed consent allows differences to be understood, compromises to be achieved, and decisions to be made that continue to advance the community's long-range goals. Our approach to public engagement is about putting the right information in the right hands at the right time. From this point, more effective community decisions and actions follow.

Education is a critical component of the engagement strategy. Citizens and lay persons invited to the process should not instantly be expected to contribute valuable information. Quality input requires information, thoughtful deliberation, consideration of counterpoints or opposing ideas, and a willingness to learn and listen. Therefore, our community engagement strategy will be designed to collectively build knowledge and understanding among all project participants, and major engagement events will not occur until research and information is presented in a way that draws a meaningful "community conversation." Our approach is founded on education, openness and building community ownership throughout the process. We are committed to working with the City to define the specific elements and tools for community outreach and engagement that maximize the return on community participation, a process that will work for Harrisonville.

The focus of phase one will be to define the necessary elements for an effective, engagement and education campaign.

Task 1.1: Project Structure & Work Plan

- A. Project Structure - establish Project Management Team, Technical Committee, and Steering Committee.
 - i. The Project Management Team represents the Community Development Department staff and will meet monthly to discuss various components of the project, progress as well as challenges and opportunities in the community.
 - ii. The Technical Committee represents a compilation of City Staff from various departments that will be engage regularly to provide information and technical support for the planning process. We will work closely will all departments to ensure the current conditions area represented correctly and the future policies and strategies are supported inside City Hall.
 - iii. The Steering Committee will represent a broad cross-section of the community to provide a community-wide perspective on challenges and opportunities identified during the process as well as advocacy for the project within the community, meeting at the conclusion of each task.
- B. Work Plan - finalize detailed work plan, including tasks, engagement and education efforts and dates, with Project Management Team.

Task 1.2: Community Outreach Strategy

Community Outreach Strategy – we will develop a communications strategy to include engagement & education opportunities, project website, community wide citizens survey, and use of social and electronic engagement methods to guide a detailed public engagement process building on past communication success and exploring new channels to promote a broad community awareness and participation. For each task we will achieve the following education / engagement tasks, as a baseline, additional opportunities will be identified through initial discussion with staff. All meeting and workshops can be organized as a mix of in-person or virtual events and can be altered depending on public health conditions and citizen needs.

- i. *Phase 1: Start Your Engines* – define project structure and community outreach and begin to build project awareness. Hold initial meeting with the Project Management Team to assemble the committees, review the work plan, and finalize the communication outreach strategy. This phase will focus on be raising Community Awareness for the project, to define the process, engagement opportunities and encourage participation by the community and stakeholders, through a variety of outreach and notification methods.
- ii. *Phase 2: Education, A Two-Way Street* – hold Focus / Stakeholders Groups and Interviews for the consultant team to better understand of the key opportunities and challenges of the community; launch virtual data and initial study insight sharing and allow people to communicate their initial thoughts and reactions; and a Steering Committee Workshop to evaluate the information, analysis, and feedback.
- iii. *Phase 3: What Do We Want to Be* – Public Visioning Session with interactive exercises that allow participant to identify the future elements of the city they desire, formally kicking-off the planning process with the broader community and posing the three primary questions identified in the approach. Steering Committee meeting to review and validate the vision and workshop session with the Planning & Zoning Commission and Board of Aldermen.
- iv. *Phase 4: This is Who We Are* – an interactive Public Workshop to educate the community on the policies and strategies to build the Harrisonville of the future, and allow people to convey, graphically, their application of different policies and strategies, Community Citizen Survey based to replicate the public workshop activities and solicit feedback; and a Steering Committee Workshop to evaluate and provide direction regarding the policies and strategies and their application.
- v. *Phase 5: Let's Get to Work* – Steering Committee Workshop and Community Open House to review the draft plan document and focus area plans; adoption process support through Planning & Zoning Commission and Board of Aldermen.

The engagement items identified in subsequent phases represent a baseline of activity and the final engagement tasks will be identified through the creation of the Community Outreach Strategy.

Deliverables:

- Work Plan
- Community Outreach Strategy

Outreach - Start Your Engines:

- 1.A Community Awareness – Initial engagement with the community will be intended to build awareness of the project through a variety of mediums to encourage participation, including but not limited to a project website, social media sharing, email list creation and communication, broadcasting, and advertising. Early established channels of communication will be ongoing throughout the planning process.
- Project Management Team Meeting - review and finalize the committee structure and rosters, refine the work plan tasks, and define the community outreach plan.

Phase 2: Community Understanding

We use this stage of the project to build well-researched analysis that leads to pragmatic outcomes.

Task 2.1 – Community Profile - Understanding where you have been, and how you got here is essential to knowing where you want to go. This project provides the unique opportunity to document the historical perspective that has shaped Harrisonville and understand the trends and practices that will impact the future. Our team will build our knowledge of the community with a thorough analysis of the physical, social and economic conditions. The information analyzed will help us to provide an x-ray of community use at the various scales of the city – community-wide (frameworks), area/neighborhood (places) and project/development (actions). The technical analysis of information will be supplement by creating a user's understanding of the community through engagement and education efforts. Our efforts will focus on:

- A. Urban Design – an evaluation of the public spaces including streetscapes, and open / civic space design – an analysis of the quality, types and use of public spaces throughout Harrisonville.
- B. Development – an evaluation of the current development environment beyond an existing land use map – an analysis of the physical arrangement and structure of the city based on current land use, development patterns, building form and scale, and infrastructure service.
- C. Systems & Connections – an evaluation of the community networks - an analysis of their connectivity, operations, design and ability to provide service – including transportation, infrastructure, and public safety systems. In particular, an analysis of the existing multimodal system with a focus on ensuring a balanced approach to addressing the needs of all users of the transportation system including pedestrians, bicyclists, motorists, transit users, freight movement, and that recognizes emerging trends in transportation technology.
- D. Market Understanding & Productivity – creating a market understanding is more than just a demographic overview. It is an evaluation of what is possible in the physical environment—an analysis of housing, retail, office, and industrial uses, but also its economic systems—its ability to adapt and evolve as economic shifts occur. This type of analysis informs what the market can deliver and where policy intervention, subsidy, or incentives might be needed to catalyze desired development outcomes.

Measuring the productivity of Harrisonville will provide a fiscal assessment of the financial position of the city through the examination of the current revenues and liabilities associated with public investments, operations, and maintenance of the city, as well as those anticipated by the future growth of the community. The measure of productivity will allow the true cost of development to be conveyed as well as provide an important piece of information to assess the fiscal impacts of changes in the community.

- E. Document and Regulatory Review – a thorough review and analysis of the current planning documents and development regulations will provide insight into how Harrisonville was formed and those practices and standards that continue to shape the community, locally and regionally.

Deliverables

- Community Profile (Existing Conditions) – the publication will be a direct, targeted summary of the information analyzed and presented in a highly illustrative format that will capture the public's attention while educating people on the importance of the challenges and opportunities facing the community.

Outreach – Education, A Two-Way Street

- 2.A Steering / Technical Committee Meeting – review of Community Profile
- 2.B Interviews / Focus Groups – conduct interviews with key people or groups within the community that participate in or impacted by the planning and development process including neighborhood leaders, business owners, developers, property owners, and other interests.
- 2.C Community Citizen Survey – an initial understanding of the values of the community will be assembled through an update to the Community Citizen Survey to identify the likes and dislikes of the community and begin citizen engagement in the planning process. The survey information will also support the Visioning Summit in Task 3.
- Project Management Team Meeting – periodic review of Community Profile with team

Phase 3: Visioning

We use this stage of the project to lend a variety of perspectives and professional expertise to Harrisonville's most challenging development issues.

We are not the experts on your community. We are the experts on possibilities. The community is now prepared to talk about the future they envision, through an understanding of Harrisonville yesterday and today – physically, economically, and municipally. Participants and stakeholders will be introduced to key facts, outside influences, current conditions and emerging trends that impact the future of the city. They will consider opportunities and constraints that will impact what direction the city takes on key issues. This task provides the opportunity for citizens to determine what this all means – how to strengthen what people love best about the city, what new ideas and actions can apply to things that need improvement, and how the city can secure its future through informed decision-making. Our visioning is based on three somewhat simple questions:

Task 3.1 - Where do we grow? This task will analyze large scale regional growth issues, including where the community should grow, where it should not grow, and the policies, strategies and investments that go along with various alternatives. Often this results in a regional growth map that identifies preserved areas, priority growth areas, long-range growth areas, limited growth areas, infill prioritization areas, and infill stabilization areas – based on the capacity, costs, and benefits – physically, economically and municipally - associated with the location of development. Use of the productivity analysis from the community understanding will inform the cost of future development areas as well as areas that could produce more value for the community.

Task 3.2 - How do we grow? This task will address the scale, relationship and development patterns of future growth. Once a community decides to grow (or redevelop), it has not yet

addressed crucial questions on the context of that growth – or basically, how do we technically prepare for the type of growth we are envisioning? Often this results in a development framework map that identifies the type, scale, and relationship of future growth areas, as well as how well each growth area contributes to the community vision. We will identify the fiscal aspects of the future land use plan, demonstrating the impacts of different development scenarios in contrast to the “business as usual” scenario. This stage will focus on educating stakeholders on the current fiscal health, having conversations about what this means, and how the City will grow to a point of full build out. We will “bring the community under the tent” as we all examine in “real-time” how changes in the built environment change their fiscal health including the projected tax rates (2, 5, 15 and 30 years).

Task 3.3 - What do we grow? This task will address the type of development that is to occur in the future. In association with How Do We Grow, communities must also consider key details of land use, urban design, and transportation – essentially, what types of places we are trying to create? Often this results in a more specific and refined land use policy (place types) that considers better integration of complimentary and compatible land uses, coordination of development with better context-based, multi-modal, and safe transportation systems (street types) and designs, and specific elements of the public realm (civic / open space types) that will support the type of communities desired. Defining what we grow, will provide a look at the potential value created by these places, new growth or redevelopment, to ensure that the place and its public investments are sustainable. This will be accomplished through modeling the future development costs and revenues and the increased value of the changes proposed. These discussions and outcomes also provide a foundation for necessary regulatory changes to ensure the places desired are created.

From an understanding of the cost and benefits associated with growth and development, a new vision with supporting goals for the community of Harrisonville will be created.

Deliverables

- Community Vision – like the Community Profile, this document will be highly illustrative and educational regarding the future opportunities for the community.
 - Community Themes / Big Ideas (*Summary Results of Community Engagement*)
 - Vision, Goals and Target (quantifiable actions for implementation)

Outreach - What Do We Want to Be

- 3.A Visioning Summit – through the review of Community Profile information, an in-depth discussion regarding the current state of the community and desires for the future, to identify those elements that will shape the future and the changes necessary to achieve the community’s vision.
- 3.B Steering / Technical Committee Workshop – review of information gathered at the Visioning Summit
- 3.C Community Dialogue – continued engagement sessions, throughout the process, to discuss prevailing issues and opportunities.
- 3.D Steering / Technical Committee Workshop – review of draft Community Vision document.

Phase 4: Creating Place

We use this task to build ownership in the plan and translate Harrisonville’s vision and values into policies and strategies.

Task 4.1 – Community Frameworks - From the Community Understanding and Visioning a foundation for what is possible within the Harrisonville will be established. From this point, we can begin to understand how future development and public improvements can create the

change that stakeholders and the community desires, as well as its long-term impact to the fiscal sustainability of the City. To achieve this, we will evaluate the different elements that may be appropriate for the future of the Harrisonville and their application across the community. These elements area anticipated to include:

- A. Public Space – documentation of the urban design, public and civic spaces that support the community and provide a framework for development. This will result in a new Public Space Plan.
- B. Place – identification of the different places to be created within Harrisonville, defined by their development patterns, form and use mix - focusing a variety of activity centers, commercial nodes, and neighborhoods. This will result in a new Future Land Use Plan and Annexation Plan.
- C. Systems & Connections – the multi-modal transportation, infrastructure networks and public safety appropriate to provide access and service to support development and placemaking. A focus on detailed strategies and actions for implementation – for transportation focused on the creation of a complete streets network; and for infrastructure focused on efficiency of use and strategic investments. This will result in a new Public Facilities Plan including a multi-modal Transportation Plan with a focus on streets and streetscapes, pedestrians and cyclists, and wayfinding; an Infrastructure Plan, and a Public Safety Plan, to support growth and development.
- D. Economic Strategy - An Economic Strategy Plan will begin the process of identifying place-based strategies that will move Harrisonville forward to create priorities for locations where a series of different investments – either incrementally or in coordination – can lead to sustained value in the community. This approach will allow us to focus on topics of need as well as the anticipated long-range market responses to specific investments.

Task 4.2 - Focus Areas – Special attention will be paid to specific areas of the community and the conceptual application of the place attributes, public space design, and system and connection elements to illustrate the places desired within the community. An emphasis of this task will be on providing the appropriate critical mass and contextual development, to create productive, human-scaled, places for people. At a minimum the Downtown, including the Historic Square, will be documented and other potential areas will be identified during the planning process.

Deliverables

- 4.1 Community Frameworks (*Recommended Policies and Strategies*) – definition of the 4 primary frameworks for their influence on the future growth and development/redevelopment of the community.

Outreach - This is Who We Are

- 4.A Community Frameworks Summit – understanding of the Community Frameworks and illustrating local and regional examples of their implementation.
- 4.B Steering / Technical Committee Workshop – review of Community Frameworks.

Phase 5: Comprehensive Plan

We use this task to create a game plan for the community to achieve its vision.

Task 5.1 – Comprehensive Plan DRAFT - The definition and application of the place types and place elements will provide the foundation for the preparation of the Comprehensive Plan for Harrisonville. The Comprehensive Plan will coordinate land use and development policies,

urban design strategies, transportation and infrastructure investments, market and economic dynamics, and fiscal impacts to allow more-informed decisions to be made at the community-wide, area/neighborhood and project/development scales – daily and over the long-term.

Task 5.2 Regulatory Recommendations & Updates - The final plan element will focus on the policies, strategies and actions needed to implement the plan vision, goals, and priorities. Documentation of the policies, strategies and actions will allow the City and stakeholders to specifically address the design of - development (pattern, form, and use), the public realm (public space and systems – including implementation of the stormwater master plan), and growth (economic strategy and fiscal impacts) to create the human-scaled, people-based places desired in Harrisonville. The development policies and strategies will be supported by regulatory code revisions to enable implementation, and identification of necessary capital improvements and public investments.

Task 5.3 – Comprehensive Plan FINAL - The Harrisonville Comprehensive Plan will document and graphically illustrate the Community Profile, Vision and Goals, Policies and Strategies, Focus Areas, and Implementation, prioritizing actions to define the place types and appropriate design elements in pursuit of defining the productive places and neighborhoods desired by the community and supported by future markets. Additionally, the Plan will document the public involvement process and results, including the community sessions and examination of all proposed concepts. The formal adoption will solidify the vision, policies, and actions necessary to build the Harrisonville of the future. While this represents the end of this planning process it is only a step in the continual process of city building.

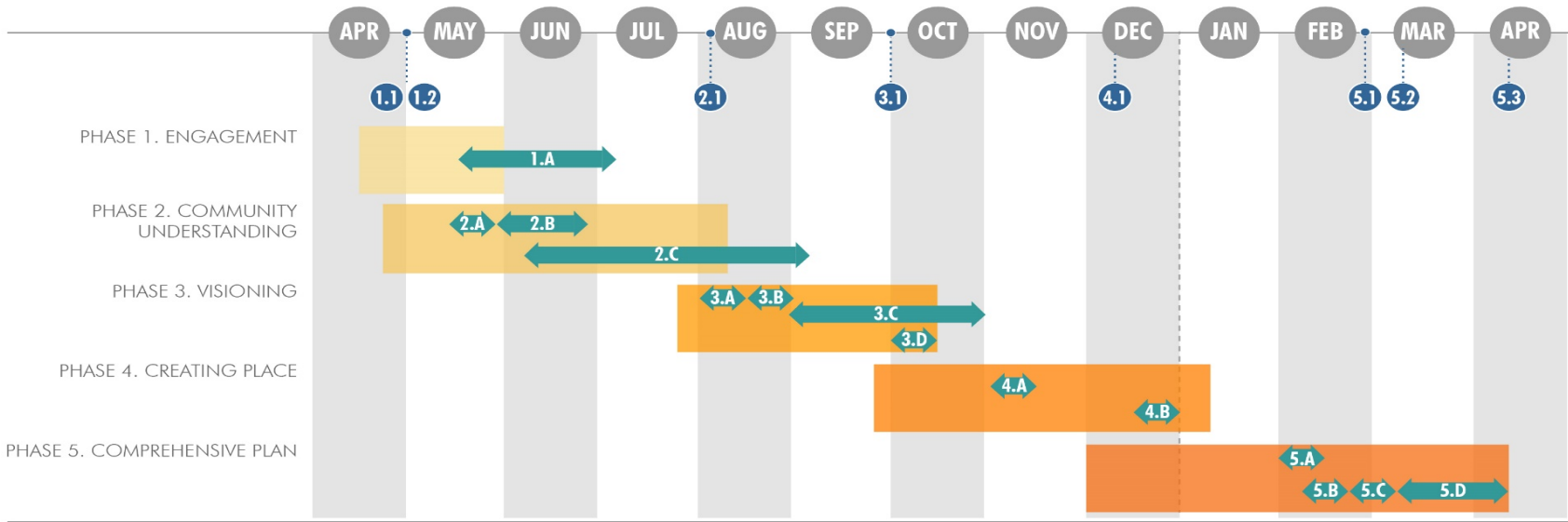
Deliverables

- 5.1 Comprehensive Plan Document *DRAFT* – a user-friendly, editable, electronic documents – the Community Profile, that can be review and edited on a regular basis and the Comprehensive Plan, that will stand along and can be updated when necessary and in response to changes in the community.
- 5.2 Regulatory Recommendations & Updates – building from the regulatory challenges identified in the regulatory review and upon the community frameworks, regulatory changes necessary to implement the community vision will be prepared. Depending on the amount of change – edits, reorganization, and or rewriting, some or all changes will be drafted.
- 5.3 Comprehensive Plan FINAL - upon adoption of the Comprehensive Plan by the Planning and Zoning Commission and the Board of Aldermen a final document will be prepared in both electronic and print-ready formats.

Outreach - Let's Get to Work

- 5.A Public Open House – presentation and review of the Comprehensive Plan document.
- 5.B Steering /Technical Committee Meeting – presentation and review of Comprehensive Plan Document.
- 5.C Planning & Zoning Commission / Board of Aldermen Work Session – presentation and review of Comprehensive Plan Document.
- 5.D Public Hearing Process – Planning & Zoning Commission and Board of Aldermen

ATTACHMENT B: Project Schedule



DELIVERABLES

Task 1.1	Structure / Work Plan	Task 4.1	Community Frameworks
Task 1.2	Outreach Strategy	Task 5.1	Comprehensive Plan - DRAFT
Task 2.1	Community Profile	Task 5.2	Regulatory Recommendations & Updates
Task 3.1 - 3.3	Community Vision	Task 5.3	Comprehensive Plan - FINAL

ENGAGEMENT

Eng 1.A	Community Awareness	Eng 4.A	Visioning Summit	Eng 5.A	Open House
Eng 2.A	Steering / Technical Committees	Eng 4.B	Steering / Technical Committees	Eng 5.B	Steering / Technical Committees
Eng 2.B	Interview / Focus Groups	Eng 4.C	Community Dialogue	Eng 5.C	Planning & Zoning Commission / Board of Aldermen Work Session
Eng 2.C	Community Citizens Survey	Eng 4.D	Steering / Technical Committees	Eng 5.D	Adoption

ATTACHMENT C: Project Fee

Phase		Hours	Fee	Expenses	Total Cost
Phase 1	Initiation	32	\$ 3,840	\$ 115	\$ 3,955
Phase 2	Community Profile	298	\$ 38,170	\$ 1,145	\$ 39,315
Phase 3	Vision	146	\$ 20,500	\$ 695	\$ 21,195
Phase 4	Analyze	296	\$ 38,600	\$ 1,158	\$ 39,758
Phase 5	Plan	232	\$ 29,880	\$ 897	\$ 30,777
TOTAL FEE		1004	\$ 130,990	\$ 4,010	\$ 135,000



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: March 25, 2021
SUBJECT: 203rd Street Pipe Replacement Cost Share Agreement

Type of Item: *Approval*

E. Action Item (ID # 3826)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COST-SHARING AGREEMENT WITH CASS COUNTY, MISSOURI

Attachments:

Cass - cost-share agreement - 203rd street pipe replacement project 2-25-21 (4) (PDF)

Resolution Cass County Pipe Replacement Agreement 203rd (DOCX)

**COOPERATIVE COST-SHARING AGREEMENT
FOR THE 203RD STREET PIPE REPLACEMENT PROJECT**

This Cooperative Cost-Sharing Agreement for the 203rd Street Pipe Replacement Project ("Agreement") is made by and between the City of Harrisonville, Missouri (hereinafter "Harrisonville") and Cass County, Missouri (hereinafter "Cass County"). Harrisonville and Cass County being referred to hereinafter collectively as the "Parties".

Recitals

WHEREAS, Article VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that political subdivisions, including counties, cities, towns and villages may enter contracts to jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision; and

WHEREAS, the Parties desire to facilitate drainage pipe improvements on 203rd Street ("Transportation Improvements") which will substantially benefit each of the Parties; and

WHEREAS, the Transportation Improvements would not be realized or completed absent of a cooperative effort and cost-sharing between the Parties; and

WHEREAS, the Board of Aldermen of the City of Harrisonville and the County Commission of Cass County deem it to be in their best interests and the interests of their citizenry to enter into this Agreement; and

WHEREAS, the Recitals and introductory paragraphs set forth above are, and for all purposes, shall be interpreted as being an integral part of this Agreement by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby mutually agree as follows:

Agreement

1. Scope of Agreement. The purpose of this Agreement is to provide for a cooperative effort between the Parties for the costs incurred in planning, engineering, completion, and construction of the Transportation Improvements. The section(s) of 203RD Street within which the Transportation Improvements are contemplated are visually depicted on Exhibit "A" attached hereto and incorporated by reference herein.

2. Cost-Sharing.

A. Under this Agreement, Harrisonville shall reimburse Cass County pursuant to the terms of this Agreement for Cass County's costs ("Pipe Costs") in purchasing 3 culverts and 2 connecting bands with the following specifications: 33' X 96" CSP ALT-2, 12 GA with runners and a cone pulling device 96" will be + or - inches and the culvert will have interior connecting bands.

B. Under this Agreement, Cass County shall be responsible for all other amounts due in order to complete the Transportation Improvements except as set forth in Section 2.A ("Costs").

C. Reimbursement by Harrisonville to Cass County of the Pipe Costs shall be made within 15 days of receipt of Notice from Cass County of the Pipe Costs.

3. Obligations of Harrisonville. Harrisonville agrees to:

A. Provide Cass County and/or its agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Harrisonville for the areas included within the anticipated Transportation Improvements,

B. Comply with all other requirements applicable as set forth in this Agreement.

4. Obligations of Cass County. Cass County agrees to:

A. Solicit the lowest and best bids (at prevailing wage rates where required by law) for the planning, engineering, construction, and completion of the Transportation Improvements.

B. Manage all contracts (including payment schedules, construction deadlines and necessary inspections) for the planning, construction, and completion of the Transportation Improvements.

C. Provide Harrisonville and/or its agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Cass County for the areas included within the anticipated Transportation Improvements.

D. Complete or cause the completion of the Transportation Improvements, including but not limited engineering fees, permitting, utility locates, road signing, traffic control, and construction (work may be performed by Cass County labor).

E. Comply with all other requirements applicable to Cass County as set forth in this Agreement.

F. Purchase the culvert described in Section 2.A and cause it to be delivered to Cass County's Road and Bridge facility located at 30508 SW Outer Road, Cass County, Missouri.

G. Receipt for any funds paid by Harrisonville towards the Pipe Costs.

Miscellaneous Provisions

1. **Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties, (A) shall submit exclusively to the jurisdiction of the state and federal courts located in Cass County, Missouri; (B) shall waive any and all objections to jurisdiction and venue; and (C) shall not raise forum non convenience as an objection to the location of any litigation.

2. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

3. **Modification.** This Agreement shall not be amended, modified, or cancelled without the written consent of the Parties.

4. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

5. **Severability of Provisions.** Except as specifically provided in this Agreement, all of the provision of this Agreement shall be severable. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid

Draft 2-25-21 -- Subject to Approval by the Cass County Commission

provision(s) that it cannot be presumed that the Parties could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

6. Assignment. The Parties shall not sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other parties. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

7. No Partnership. It is expressly understood that the Parties are not now, nor will they be engaged in a joint venture, partnership, or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.

8. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees, and successors in interest, providing none of the Parties may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.

9. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

10. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the addresses provided as follows:

If to Harrisonville:

City of Harrisonville

Attn: [REDACTED]

[REDACTED] (title)

300 East Pearl

Harrisonville, MO 64701

If to Cass County:

Cass County

Attn: Presiding Commissioner

102 E. Wall St.

Harrisonville, MO 64701

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All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notice given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notice given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. A copy of any Notice to a Party shall be contemporaneously provided to any other non-sending parties to this Agreement (if any).

11. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

12. Cooperation. All Parties agree to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions, and obligations under this Agreement.

13. Compliance with Laws. Cass County shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Transportation Improvements. Cass County's contracts with any contractor performing work on the Transportation Improvements shall require that they comply with all applicable federal, state, and local laws, ordinances, and regulations.

14. Term. This Agreement shall begin upon its execution and shall continue until all of the Transportation Improvements are completed subject to the terms and conditions set forth in this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

16. Future Appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any of the Parties, and subject only to continuing obligations undertaken for traffic enforcement, snow plowing/treatment, future maintenance, maintenance of right-of-way and utility franchises, and non-exclusive written and recordable licenses referenced herein.

17. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance, and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby

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declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

18. No Waiver of Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either Party's sovereign immunity.

19. Third Parties. There are no third-party beneficiaries to this Agreement. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement.

[Remainder of page intentionally left blank.]

Draft 2-25-21 -- Subject to Approval by the Cass County Commission

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year provided next to each of their signature blocks below.

City of Harrisonville, Missouri

Date:

By:

Title: _____

ATTEST:

By:

Title: City Clerk

Resolution/Ordinance #: _____

Cass County, Missouri

Date:

By: Bob Huston

Presiding Commissioner

ATTEST:

County Clerk

Resolution #: _____

Draft 2-25-21 -- Subject to Approval by the Cass County Commission

Exhibit A

Attachment: Cass - cost-share agreement - 203rd street pipe replacement project 2-25-21 (4) (203rd Street Pipe Replacement Cost Share





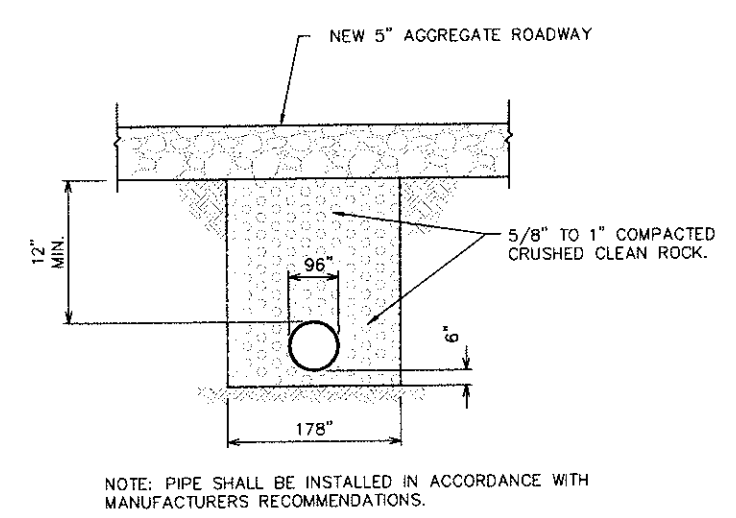
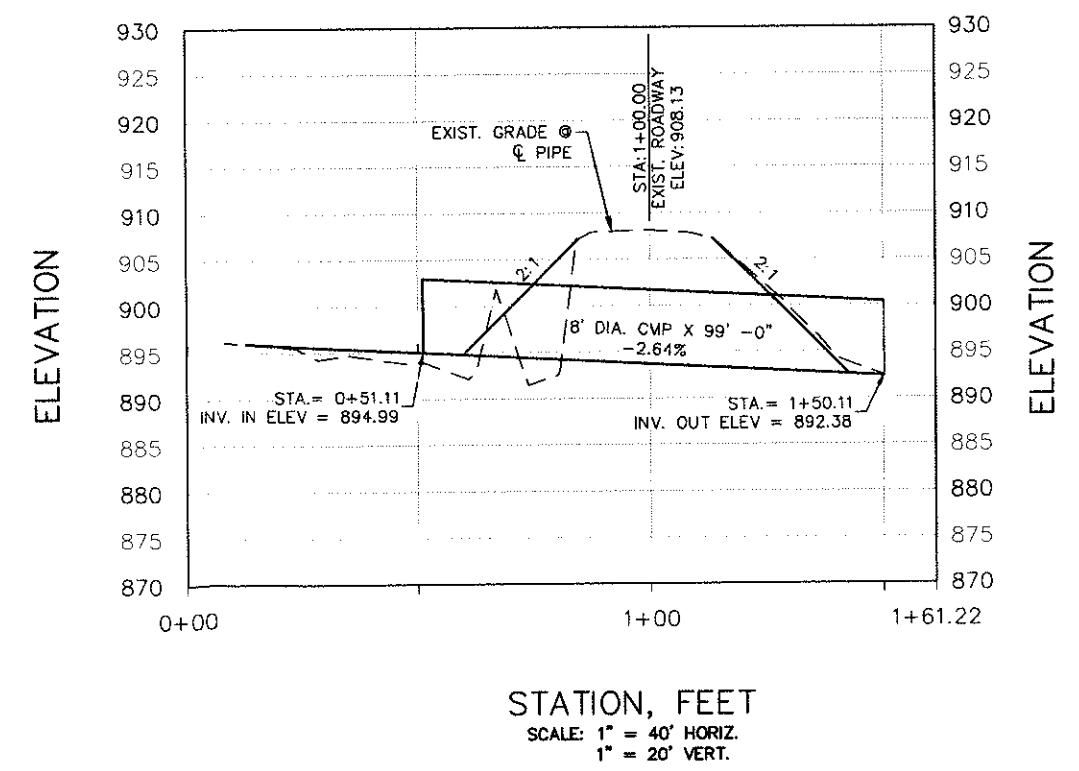
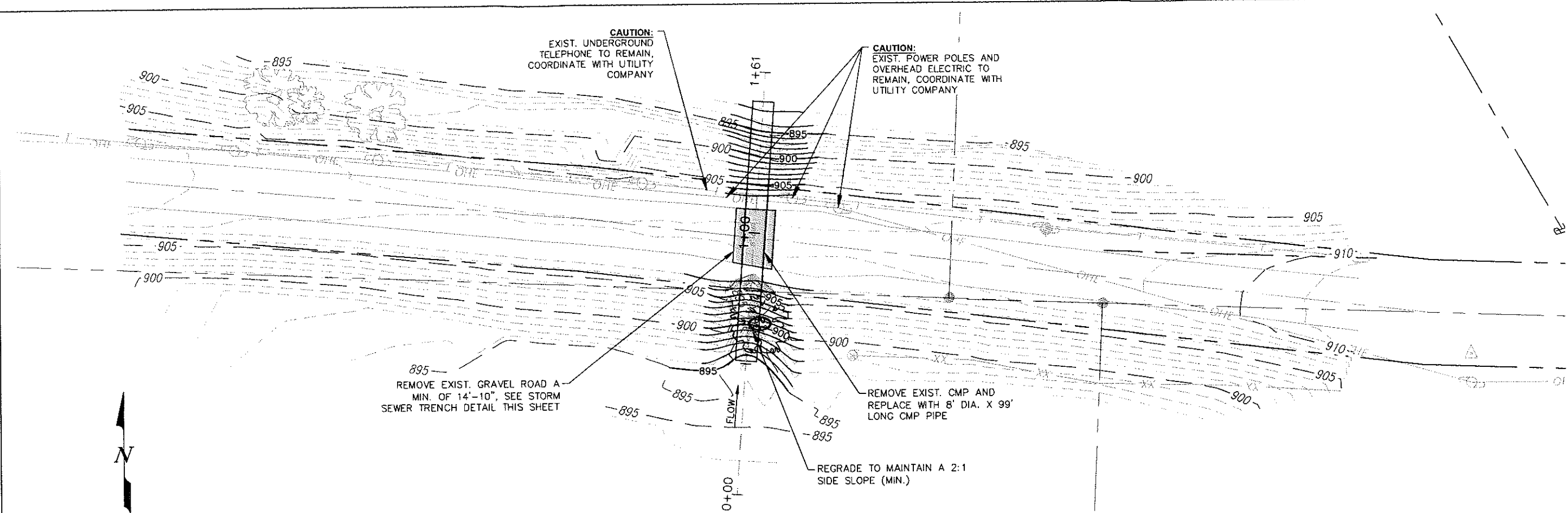
Great River Engineering, Missouri S&P, Certificate of Professional Engineer, No. 00015690, and Survey, 200101476, Landscape Architecture, 2001015673.

Date	
Revision/Issue	
No.	

PRELIMINARY NOT FOR CONSTRUCTION ACCORDING PURPOSES OR IMPLEMENTATION FOR REVIEW ONLY

203rd STREET PIPE REPLACEMENT
CASS COUNTY, MISSOURI
PIPE PLAN & PROFILE

Copyright © 2021 by Great River Engineering
CHECKED BY: LNC
DRAWN BY: KPB
JOB NUMBER: 4050
FILE NAME: 4050_CIVIL
SCALE: NOTED
ISSUE DATE: FEBRUARY, 2021
SHEET NUMBER: C4



STORM SEWER TRENCH
DETAIL UNDER STREETS
NOT TO SCALE

Council Bill No. 2021-**Resolution No. 2021-****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COST-SHARING AGREEMENT WITH CASS COUNTY, MISSOURI**

WHEREAS, the City of Harrisonville, Missouri and Cass County, Missouri desire to enter into a cooperative cost-sharing agreement for the purchase of a replacement street pipe to be located at 203rd Street; and

WHEREAS, such agreement is necessary to reduce the cost of the street pipe for the City of Harrisonville, Missouri.

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

Section 1: The Board of Aldermen of the City of Harrisonville, Missouri hereby authorizes Mayor Judy Bowman to enter into the Cooperative Cost-Sharing Agreement between the City of Harrisonville, Missouri and Cass County, Missouri.

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 THIS 5TH DAY OF APRIL 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

RECUSED:

ABSENT:

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 5th day of April 2021.

Attachment: Resolution Cass County Pipe Replacement Agreement 203rd (203rd Street Pipe Replacement Cost Share Agreement)



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: March 25, 2021
SUBJECT: 275th & Brickplant Road Use Agreement

Type of Item: *Approval*

F. Action Item (ID # 3825)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A MAINTENANCE AND ROAD USE AGREEMENT WITH CASS COUNTY, MISSOURI

Attachments:

Cass - Road Use Agreement (PDF)

South Service Area - Cass County ROW (PDF)

Resolution Cass County Road Use and Maintenance Agreement 275th (DOCX)

**ROAD USE AND MAINTENANCE AGREEMENT
BY AND BETWEEN CASS COUNTY, MISSOURI
AND THE CITY OF HARRISONVILLE, MISSOURI**

THIS AGREEMENT is made this ____ day of _____, 2021 (the “**Effective Date**”), by and between Cass County, Missouri (the “**County**”) and the City of Harrisonville, Missouri (the “**City**”). The County and the City may be referred to individually as “**Party**” or collectively as the “**Parties**.”

WHEREAS, the City is undertaking a certain sanitary sewer project (the “**Project**”) in the area of 275th Street and Brickplant Road (“**County Roads**”); and

WHEREAS, construction and maintenance of the Project requires that the City bore within certain County roads; and

WHEREAS, the Parties desire to enter into this Agreement to ensure that the construction and maintenance of the Project is conducted in a manner that ensures the integrity of public roads within the Cass County; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the Parties agree as follows:

Section 1. Access. The City shall, upon execution of this Agreement, have access to County Roads as further depicted in the attached **Exhibit A**. The County authorizes the City to bore under the County Roads as described in more detail in **Exhibit A**.

Section 2. Unapproved Road Use. In the event there is visible damage to County Roads not described for the purposes of this Agreement, and such damage is the direct result of City’s access and use, the City, or its duly obligated contractor, will take reasonable action to repair the damage within a reasonable time.

Section 3. Inspection. The City shall cause to be completed a road surface survey of the County Roads to which it has been granted access prior to the commencement of any and all City related hauling or boring, as well as following the completion of any and all City related hauling, construction, boring, and restoration activities.

Section 4. Term. This Agreement shall be in effect for the duration of time that the City occupies County Roads.

Section 5. Reserved.

Section 6. Road Maintenance. The City shall maintain dust control on the Roads and, upon notice and within reasonable time, will keep the County Roads and crossing locations reasonably free and clear of dirt, debris, garbage, obstructions, or other hazards, caused as a direct result of the City’s access and use.

Section 7. Safe Roadways. In the event damage results and is an immediate hazard to any County Road, and such damage is a direct result of the City's access and use, the City shall take immediate action to make the County Road safe for the motoring public. If an immediate hazard cannot be made safe by dusk on the day the hazardous condition is discovered, the City shall protect the motoring public by placing illuminated or night condition warning signs at the hazardous location, as needed, until such time that the hazardous condition may be repaired.

Section 8. Suspended Work Period. If the use of the County Roads is suspended for an extended period of time due to seasonal conditions or other causes, the City, at the City expense, shall take such measures as are reasonably required, and as may be reasonably directed by the County, including laying additional gravel and asphalt, installing barriers, posting signs or providing other interim repairs or protections, to provide for safe vehicular travel on the County Roads damaged as a direct result of the City's access and use during the suspended work period.

Section 9. Post Project. The City and County shall have mutual obligations to each other upon completion of the City's work and restoration of the same County Roads. These mutual obligations are as follows:

1. At the City's sole discretion, option and election, the City shall remedy any road damages caused directly by the access and use of County Roads by the City as follows:
 - a. Payment by the City of monetary compensation equal to restoration costs based upon analysis of the pre- and post-construction inspections of the County Roads as completed by the City in order to restore the roads to preconstruction condition; or
 - b. Road restoration services performed or contracted by the City on behalf of the County in order to restore the roads to preconstruction condition.
2. Upon the City's request, the County shall assist with determining the most cost-effective process for compensation or restoration of County Roads.

Section 10. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

Section 11. Entire Agreement. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the parties, whether written or oral.

Section 12. Amendment. Any amendment or modification to this Agreement must be made in writing. This provision may not be orally waived.

Section 13. Jurisdiction. This agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri and any litigation shall take place in Circuit Court of Cass County, Missouri.

Section 14. Enforcement. Failure of Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment

of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

Section 15. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors, material suppliers, vendors, employees, respective transport providers and designees.

Section 16. Counterparts. The Parties may execute different copies of this Agreement in lieu of executing the same copy, and each party shall be bound by the terms of this Agreement upon delivery of a copy bearing the party's signatures by e-mail or facsimile to the other party or its attorney.

CASS COUNTY, MISSOURI:

Name: _____

Title: _____

Date: _____

CITY OF HARRISONVILLE, MISSOURI:

Name: _____

Title: _____

Date: _____

EXHIBIT A

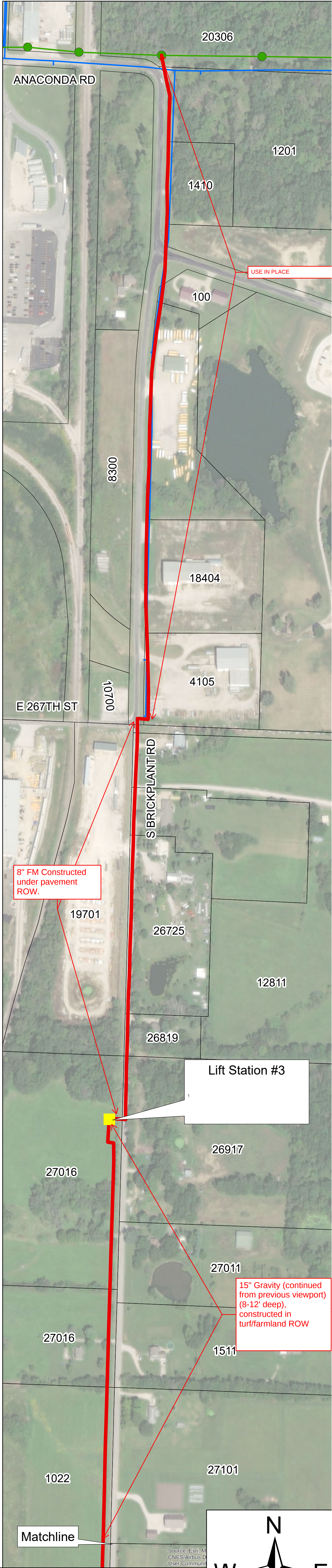
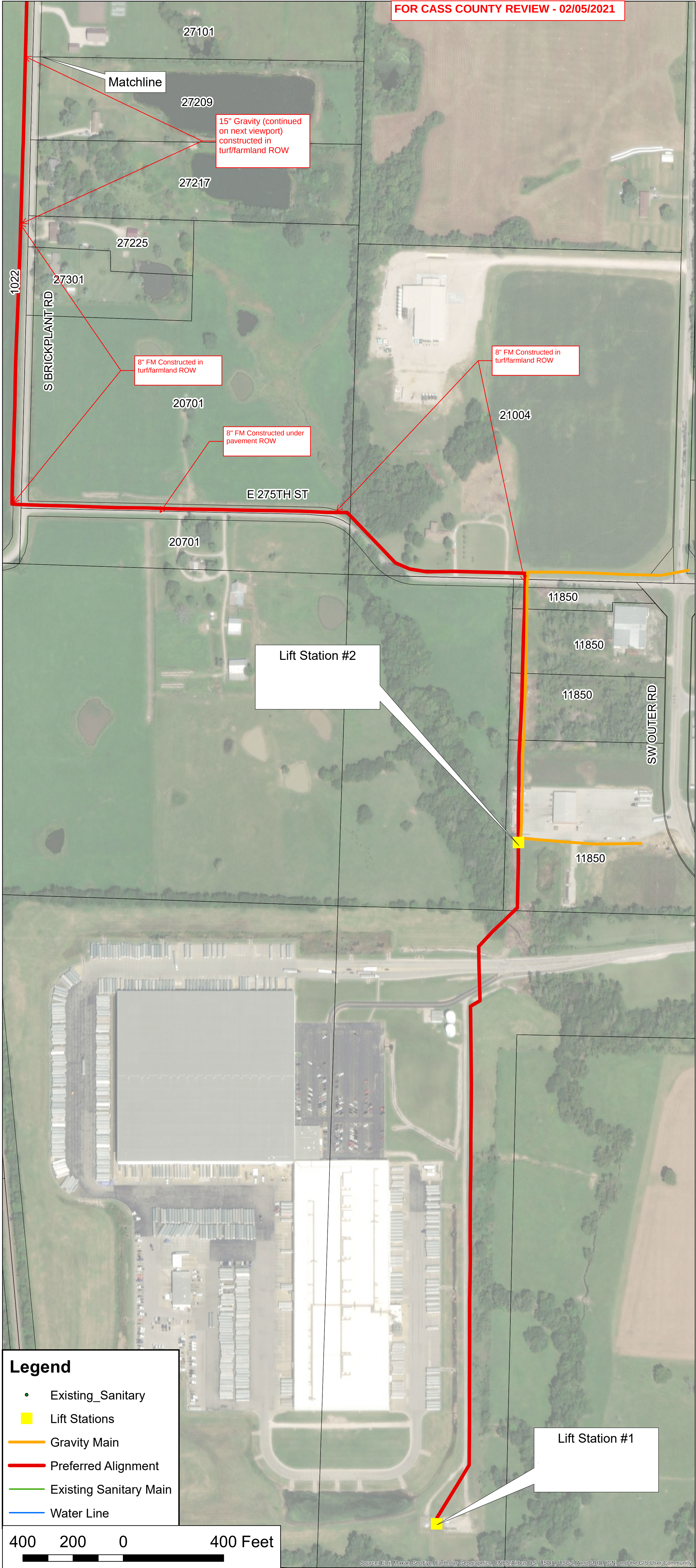


South Service Area - Lift Stations and Force Main Conceptual Layout



Attachment: Cass - Road Use Agreement (275th & Brickplant Road Use Agreement)

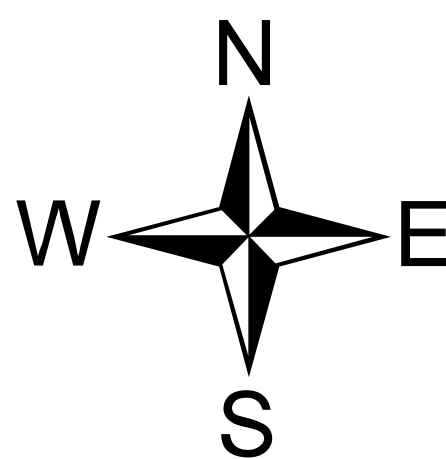
FOR CASS COUNTY REVIEW - 02/05/2021



Attachment: South Service Area - Cass County ROW (275th & Brickplant Road Use Agreement)



South Service Area - Lift Stations and Force Main Conceptual Layout



Council Bill No. 2021-**Resolution No. 2021-****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A MAINTENANCE AND ROAD USE AGREEMENT WITH CASS COUNTY, MISSOURI**

WHEREAS, the City of Harrisonville, Missouri and Cass County, Missouri desire to enter into a road use agreement for the maintenance of a sanitary sewer located in the area of 275th Street and Brickplant Road; and

WHEREAS, such agreement is necessary to ensure the maintenance is conducted in a safe and timely manner that ensures the integrity of public roads.

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

Section 1: The Board of Aldermen of the City of Harrisonville, Missouri hereby authorizes Mayor Judy Bowman to enter into the Road Use and Maintenance Agreement between the City of Harrisonville, Missouri and Cass County, Missouri.

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 THIS 5TH DAY OF APRIL 2021.

VOTE TAKEN AS FOLLOWS:**AYES:****NAYS:****RECUSED:****ABSENT:**

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 5th day of April 2021.

Attachment: Resolution Cass County Road Use and Maintenance Agreement 275th & Brickplant Road Use Agreement)