



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 21, 2021
6:00 PM**

Meetings are open to the public. Masks are recommended. Social distancing will be required.

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Rose Smith Service Award**
- 3. Public Participation**
 - A. Agenda Request - Laurence Smith**
 - B. Agenda Request - Paula Wooten**
 - C. Agenda Request - Lon Holden**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jun 7, 2021 6:00 PM**
 - B. Board of Aldermen - Work Session - Jun 7, 2021 6:30 PM**
- 5. Agenda Items**
 - A. Community Church Block Party #2 and #3**
 - B. Life Issues Recovery Walk 2021 Special Event Permit**
 - C. Council Bill 52: SECOND READING -- AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING CHAPTER 605 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT THE CITY OF HARRISONVILLE RENTAL READY PROGRAM, AND ESTABLISHING AN EFFECTIVE DATE.**
 - D. Hearing regarding performance of Municipal Waste Services**

- E. **Council Bill 53: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI TO AUTHORIZE THE CITY ADMINISTRATOR TO ACCEPT THE ANNUAL AUDIT FOR THE YEAR ENDING DECEMBER 31, 2020, BY DANA F. COLE & COMPANY AND ESTABLISHING AN EFFECTIVE DATE.**
 - F. **Council Bill 54: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH WALD & CO., INC AND ALL AMERICAN DISPLAY FIREWORKS TO PROVIDE A FIREWORKS DISPLAY FOR THE GENERAL PUBLIC ON JULY 4, 2021.**
 - G. **Council Bill 55: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING SECTION 605.180 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT REGULATIONS ON TREE TRIMMING SERVICES PERFORMED WITHIN HARRISONVILLE CITY LIMITS, AND ESTABLISHING AN EFFECTIVE DATE.**
 - H. **Council Bill 56: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, VACATING UNIMPROVED EAST/WEST ALLEY RIGHT-OF-WAY, SUBJECT TO RETENTION OF A PUBLIC UTILITY EASEMENT, BETWEEN THE REAR PROPERTY LINES OF 501 W WALL STREET AND 500 W MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE**
 - I. **PUBLIC HEARING (CONTINUED FROM JUNE 7, 2021) - CASS COUNTY TRANSFER STATION AMENDED SUP, 2701 S. BRICKPLANT RD**
 - J. **Council Bill 57: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, GRANTING AN AMENDED 10-YEAR SPECIAL USE PERMIT TO GALE T. HOLSMAN, JR. AND AMERICAN WASTE SYSTEMS TO OPERATE A SOLID WASTE TRANSFER STATION AT 2701 S. BRICKPLANT ROAD.**
- 6. **Aldermen and Committee Reports**
- 7. **Report from the City Administrator**
 - A. **May 2021 Municipal Court Report**
- 8. **Questions from the Media**
- 9. **Adjourn from Regular Session**

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



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 17, 2021
SUBJECT: Rose Smith Service Award

Type of Item: *Recognition*

GENERAL INFORMATION

Applicant:

Requested Actions:

Date of Application:

PROPOSAL

PREVIOUS ACTIONS

KEY ISSUES

STAFF COMMENTS AND SUGGESTIONS

STAFF RECOMMENDATION

ATTACHMENTS

STAFF CONTACT:

A. Action Item (ID # 3946)
Rose Smith Service Award

Attachments:

Rose Smith (DOCX)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Rose Smith

In Grateful Appreciation for

20 Years

Of Dedicated Service to



June 7, 2021

Judy Bowman, MAYOR



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 14, 2021
SUBJECT: Agenda Request - Laurence Smith

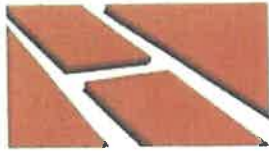
Type of Item: *Discussion*

A. Discussion Item (ID # 3939)

Agenda Request - Laurence Smith

Attachments:

Laurence Smith 6-14 (PDF)



City of

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1836

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AGENDA REQUEST FORM

This form must be completed and submitted to the office of the City Clerk. Completed materials for the agenda shall be submitted no later than Monday at 5:00 p.m., 5 business days prior to the next Board of Aldermen's meeting. 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. The Board of Aldermen's regular meetings are the 1st and the 3rd Monday of each month.

Date of Request: 6/14/2021 Scheduled Meeting Date: 6/21/2021Full Name of Speaker: Laurence Smith Organization: LRS Rentals LLCHome Address: 18309 E. 253rd St. City: Hill State: MO Zip: 64701Home Phone #: _____ Work Phone #: _____ Cell#: 816 522 4528Email: LSmith@ReeceNichols.comSpecifics of Topic: Rent Ready Program

(You may write on the back or add additional sheets of paper for "Topic" and "Outcome" sections.)

Desired Outcome: _____

Stop implementation of program

If applicable, has this item been previously presented to any of the following Boards for consideration?

_____ Board of Aldermen	Date Presented _____	Outcome _____
_____ Planning & Zoning	Date Presented _____	Outcome _____
_____ Park Board	Date Presented _____	Outcome _____
_____ Board of Adjustment	Date Presented _____	Outcome _____

***I have been made aware of the date and time of the next scheduled Board of Aldermen meeting

RECEIVED

JUN 14 2021

Signature: _____

CITY OF HARRISONVILLE

Office Use Only:

Date request received: _____



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 16, 2021
SUBJECT: Agenda Request - Paula Wooten

Type of Item: *Contract*

- B. Discussion Item (ID # 3943)**
Agenda Request - Paula Wooten

Attachments:

Paula Wooten 6-15 (PDF)



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3.B.a

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AGENDA REQUEST FORM

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Date of Request: 6-15-2021 Scheduled Meeting Date: 6-21-2021Full Name of Speaker: Paula Wooten Organization: _____Home Address: 504 W. Washington St City Harrisonville State MO Zip 64701Home Phone #: 816-699-1823 Work Phone #: _____ Cell#: _____Email: panlawooten6@gmail.comSpecifics of Topic: Rental Ready Program

(You may write on the back or add additional sheets of paper for "Topic" and "Outcome" sections.)

Desired Outcome: See email

If applicable, has this item been previously presented to any of the following Boards for consideration?

_____ Board of Aldermen	Date Presented _____	Outcome _____
_____ Planning & Zoning	Date Presented _____	Outcome _____
_____ Park Board	Date Presented _____	Outcome _____
_____ Board of Adjustment	Date Presented _____	Outcome _____

***I have been made aware of the date and time of the next scheduled Board of Aldermen meeting.

RECEIVED

JUN 15 2021

CITY OF HARRISONVILLE

Signature: Paula Wooten

Office Use Only:

Date request received:

Packet Pg. 10

Attachment: Paula Wooten 6-15 (Agenda Request - Paula Wooten)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 17, 2021
SUBJECT: Agenda Request - Lon Holden

Type of Item: *Discussion*

C. Discussion Item (ID # 3947)
Agenda Request - Lon Holden

Attachments:

Lon Holden 6-16 (PDF)



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AGENDA REQUEST FORM

This form must be completed and submitted to the office of the City Clerk. Completed materials for the agenda shall be submitted no later than Monday at 5:00 p.m., 5 business days prior to the next Board of Aldermen's meeting. 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. The Board of Aldermen's regular meetings are the 1st and the 3rd Monday of each month.

Date of Request: 6-16-21 Scheduled Meeting Date: 6-21-21Full Name of Speaker: Lon Holden Organization: _____Home Address: 2000 Thunderbird Dr. City Harrisonville State MO Zip 64701Home Phone #: _____ Work Phone #: _____ Cell#: 816-665-6914Email: lholden64701@gmail.comSpecifics of Topic: Rental Ready program.

(You may write on the back or add additional sheets of paper for "Topic" and "Outcome" sections.)

Desired Outcome: - Discontinue plans to implement the Rental Ready program.

If applicable, has this item been previously presented to any of the following Boards for consideration?

☒ Board of Aldermen	Date Presented <u>5/17, 6/7</u>	Outcome <u>move to 2nd reading</u>
☐ Planning & Zoning	Date Presented _____	Outcome _____
☐ Park Board	Date Presented _____	Outcome _____
☐ Board of Adjustment	Date Presented _____	Outcome _____

***I have been made aware of the date and time of the next scheduled Board of Aldermen meeting.

RECEIVED

JUN 16 2021

CITY OF HARRISONVILLE

Signature: Lon L Holden

Office Use Only:

Date request received:



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 7, 2021
6:00 PM

1. Call to Order

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

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Remote	
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	Absent	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, City Attorney Alex Felzien, Public Works Director/City Engineer Carl Brooks, Parks Director Grant Purkey, Police Chief John Hofer, Fire Chief Eric Myler, City Planner Roger Kroh, Building Official Chris Arthur, several Staff members from the Harrisonville Emergency Services Department and their families and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Emergency Services Captains Pinning

Fire Chief Myler informed the Board that the Emergency Services Department did not hold public pinning ceremonies in the past, for any promotion. Myler said he thought it would be a good idea to start the tradition of holding pinning ceremonies at Board of Aldermen meetings to allow those be promoted to be honored properly.

Myler spoke about the two men being promoted and shared information about their careers with the Department and what they will bring to the new role of captain.

Nathan Davidson - Hired in 2014 as a part-time Firefighter/EMT and in 2016, hired to the same position but in a full-time capacity. Davidson is a military veteran and served in the United State Marine Corp from 2009 to 2013 before being discharged from the military

with honor with the rank of Corporal. Davidson brings the leadership training and fire knowledge to his shift.

Mike Hiatt - Came to the department in 2000 as a junior firefighter, later getting his fire certification and EMT license in 2004 and later achieved his paramedic license in 2006. Hiatt brings wisdom and dedication to his shift, after years of training and experience in both Fire and EMS.

Hiatt was pinned by his wife, Amity Hiatt, at his request.

Davidson was pinned by the widow of Retired Fire Captain Johnny Coday (Jennifer Coday). Myler said he thought it was fitting to let Jennifer do the honors of passing the reigns to Davidson, since he is filling Johnny's position.

Mayor Bowman congratulated Captain Nathan Davidson and Captain Michael Hiatt and thanked them for their service. Bowman also thanked Amity Hiatt and Jennifer Coday for being supportive of their family member's service to the community.

Mayor Bowman stated that promotions like this evening's pinning have historically been held at the fire station. Going forward, she said promotions of first responders would be held in council chambers as these men and women are deserving of such an honor. In closing, Bowman also acknowledged the other fire department employees in the audience and saluted them for their service.

RESULT:	DISCUSSION
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3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - May 17, 2021 6:00 PM

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

B. Board of Aldermen - Work Session - May 17, 2021 6:30 PM

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

5. Agenda Items

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF MICHELLE HART AS AN ALTERNATE MEMBER OF THE BOARD OF ZONING ADJUSTMENT.

Mayor Bowman introduced Mrs. Hart to the Board and spoke to her upcoming role as an alternate and to the value of that position to the City.

Minutes Acceptance: Minutes of Jun 7, 2021 6:00 PM (Approval of Minutes)

Upon passage, Mayor Bowman designated the resolution to be resolution number: 2021-030.

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

B. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING SECTION 110.240 OF THE CITY OF HARRISONVILLE MUNICIPAL CODE, AND ESTABLISHING AN EFFECTIVE DATE.

Mayor Bowman introduced the ordinance to the Board and spoke to legal counsel's opinion on the matter of virtual attendance for City meetings.

Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3544.

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

C. PUBLIC HEARING - WOOD REZONING C-O TO R-1 2510 BURRIS DR

Mayor Bowman opened the public hearing at 6:11 p.m.

City Planner Kroh presented a staff report regarding the item and presented a history for the property.

Kroh said the Planning and Zoning Commission recommends approval, based upon the findings contained in the staff report.

Kroh introduced Mr. Kevin Wood.

Wood spoke to the history of the property and how he came to own it. Wood said he chose to rezone the property not because he was required to but because he wished to have the property zoned at its use.

Mayor Bowman closed the public hearing at 6:15 p.m.

D. AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING AN APPLICATION TO REZONE 2.377 ACRES FROM C-O NON-RETAIL BUSINESS DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AT 2510 BURRIS DRIVE (LOT 1 BURRIS RIDGE SUBDIVISION AND ESTABLISHING AN EFFECTIVE DATE THEREOF.

Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3545.

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

E. PUBLIC HEARING -- PFAUTSCH REZONING, C-1 TO R-1, 2507 BURRIS DR

City Planner Kroh presented a staff report regarding the item and presented a history for the property.

Kroh said the Planning and Zoning Commission recommends approval, based upon the findings contained in the staff report.

Mayor Bowman opened the public hearing at 6:18 p.m.

Mayor Bowman asked Mr. Larry Pfautsch to step forward.

Pfautsch spoke about their reasoning for keeping the property zoned as residential, as to limit commercial entities from coming into the neighborhood.

Mayor Bowman closed the public hearing at 6:20 p.m.

F. AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING AN APPLICATION TO REZONE 2.2 ACRES FROM C-1 LOCAL BUSINESS DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AT 2507 BURRIS DRIVE (LOT 2 BURRIS RIDGE SUBDIVISION AND ESTABLISHING AN EFFECTIVE DATE THEREOF.

Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3546.

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

G. PUBLIC HEARING - CASS COUNTY TRANSFER STATION SUP (To Be Continued To June 21, 2021)

City Planner Kroh addressed the Board and asked that the public hearing be continued to the June 21, 2021 meeting.

Alderman Doerhoff made a motion to continue the public hearing to the June 21, 2021 Board of Aldermen meeting. The motion was seconded by Alderman Zaring. A roll call vote was taken: Alderman Doerhoff - Aye, Alderwoman Franklin - Aye, Alderman Mills - Aye, Alderwoman Milner -- Aye, Alderwoman Reece - Aye, Alderman Turner - Aye, Alderman Zaring - Aye. Alderman Davidson - Absent. The motion passes with a 7-0 vote.

H. PUBLIC HEARING - GERKE REZONING & SUP, CONTRACTOR YARD, 2501 E OUTER RD

City Planner Kroh presented a staff report regarding the item and presented a history for the property.

Kroh said the Planning and Zoning Commission recommends approval, with previously-agreed-upon stipulations, based upon the findings contained in the staff report and the revised site and landscaping plan.

Kroh spoke to staff's experience working with Mr. John Gerke and said things have gone well, following a brief period of misunderstanding in the beginning.

Kroh spoke to the requirements that staff have communicated to Mr. Gerke regarding areas zoned C-2 being located next to areas zoned R-1.

Kroh introduced Attorney Cynthia Warner - legal counsel for Mr. Gerke.

Mayor Bowman opened the public hearing at 6:27 p.m.

Warner thanked City staff for being easy to work with.

Warner said she believes the project will be a good one for the City.

Alderman Turner asked about the ownership of the home located on the eastern border of the property.

Warner said Mr. Gerke is currently living there and does own the property.

Mayor Bowman closed the public hearing at 6:30 p.m.

- I. AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING AN APPLICATION FROM JON GERKE AND ALL PRO CONCRETE DESIGN, LLC TO REZONE APPROXIMATELY 1.64 ACRES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-2 SERVICE BUSINESS ZONING DISTRICT AT 2501 AND 2505 EAST OUTER ROAD SOUTH AND ESTABLISHING AN EFFECTIVE DATE THEREOF.**

Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3547.

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

- J. AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING AN APPLICATION FROM JON GERKE AND ALL PRO CONCRETE DESIGN, LLC FOR A SPECIAL USE PERMIT TO OPERATE A CONTRACTOR YARD ON APPROXIMATELY 1.64 ACRES AT 2501 AND 2505 EAST OUTER ROAD SOUTH AND ESTABLISHING AN EFFECTIVE DATE THEREOF.**

Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3548.

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

- K. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING CHAPTER 605 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT THE CITY OF HARRISONVILLE RENTAL READY PROGRAM, AND ESTABLISHING AN EFFECTIVE DATE.**

FIRST READING ONLY

Mayor Bowman reminded the Board of previous discussions regarding the Rental Ready Program.

Bowman asked that the Board only conduct the first reading of the ordinance at the present time.

Building Official Arthur spoke to the previews discussions between staff and the Board about the Rental Ready Program and briefly discussed any changes that had been made.

City Administrator Ratliff informed the Board that the program would begin in 2022 and that staff would be sure to communicate these changes with business owners and landlords in an appropriate amount of time before the program goes into effect.

Ratliff reminded the Board that with these changes, when utility customers are placed on the "shut-off" list, staff will communicate that information to the landlord.

Alderwoman Franklin said she was happy to see that communication with residents and landlords will be a valued piece of implementing this new program.

A motion to approve the first reading of Council Bill 52 was made by Alderwoman Franklin, with a second by Alderwoman Milner. A roll call vote was taken: Alderman Doerhoff - Aye, Alderwoman Franklin - Aye, Alderman Mills - Aye, Alderwoman Milner -- Aye, Alderwoman Reece - Aye, Alderman Turner - Aye, Alderman Zaring - Aye. Alderman Davidson - Absent. The motion passes with a 7-0 vote.

Mayor Bowman stated that the second reading of Council Bill 52 will be held at the June 21, 2021 meeting.

RESULT:	FIRST READING APPROVED [UNANIMOUS], SECOND READING TO OCCUR ON 6/21/2021
MOVER:	Sandy Franklin, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Turner
ABSENT:	Gary Davidson

6. Aldermen and Committee Reports

Alderwoman Franklin spoke to the many exciting events held in Harrisonville on Saturday, June 5. Franklin said the City has a lot to be proud of and commended Parks and Recreation staff for their hard work to keep City Park looking beautiful. Franklin also spoke about the many trash complaints she has received.

Mayor Bowman commended Ms. April McLaughlin for her vision and guidance as the Love the Harrisonville Square was created with the mission of bringing the Historic Harrisonville Square to its former glory.

Bowman thanked McLaughlin, Obie Carl and Kevin Wood for their leadership in revitalizing the Historic Harrisonville Square.

Alderman Zaring echoed Mayor Bowman's comments about those in the Harrisonville community working to revitalize the Historic Harrisonville Square. Zaring congratulated Nathan Davidson and Mike Hiatt on their promotions to Fire Captain.

Alderwoman Milner spoke to the success of the Annual Fishing Derby and said she greatly enjoyed seeing all the joy that was happening throughout the event and throughout City Park. Milner said it was an honor to be included in the EMS Captains pinning and thanked those who bravely serve the Harrisonville community as first responders.

Alderman Turner commended the work being done by the Streets Department, as many City streets have received new asphalt. Turner thanked staff for their hard work and the department's commitment to maintaining quality infrastructure. Turner said he enjoyed the 2020 Employee Recognition Dinner and thought the new format worked well and that everyone had a good time.

7. Report from the City Administrator

City Administrator Ratliff provided updates on both the ongoing and completed roadway infrastructure projects going on throughout town.

Ratliff informed the Board that the Police Department has noticed an uptick in vandalism and thefts in the square area and have placed off-duty officers working voluntary overtime of up to five hours per night to curb this activity.

Ratliff announced that Starbucks will soon be providing plans to the City to build a brick and mortar location along Missouri 291 Highway.

Ratliff informed the Board that the Dominos Pizza carry out facility on Commercial Street has opened for business.

Ratliff informed the Board that City staff have received four (4) bids for the Outdoor Pool Improvements project. Ratliff said the bids range from \$707,000 to \$1,285,155, and that the original engineer's base bid estimate was approximately \$800,000. Ratliff said City staff and the Park Board are reviewing the base bids and the twenty (20) additive alternatives and unit prices submitted to determine the best and most responsive bid.

Ratliff informed the Board that he and City staff met with Gould-Evans on Monday to discuss upcoming steps for the City-Wide Master Plan development. Ratliff spoke to the Board about a website Gould-Evans has created to host information for the public.

Mayor Bowman said she was excited about Starbucks bringing a brick-and-mortar location to town.

8. Questions from the Media

Mr. Dennis Minnich of the South Cass Tribune asked about plans for the improvements at the outdoor pool and about delays in the City's bid process.

Parks Director Purkey explained where the project stood at the time of the meeting and spoke to delays in the timing of the project due to the original winning bidder not being able to secure the proper insurance bonds.

Minnich asked what those changes do to the timetable for the project.

Purkey said the current timeline for the project will be to have the pool open by swim season 2022.

Minnich asked for clarification that the Outdoor Pool would not be open during the 2021 swim season.

Purkey said the Outdoor Pool will not be open during the 2021 swim season.

9. Adjourn from Regular Session

Mayor Bowman echoed the words of several Aldermen about recognizing the new Fire Captains and the value that they will bring to the Department.

Bowman thanked Chief Myler for allowing the Board of Aldermen to participate in the Captains Pinning and for his leadership within the Emergency Services Department.

Bowman spoke about honoring veterans on Memorial Day at the cemeteries in Harrisonville and about how important it is to always value the work of our veterans.

Mayor Bowman reminded the Board of the goal agreed on at their last two retreats regarding the use of the Chapter 353 program for revitalization of commercial and residential properties in town. Bowman thanked Alderwomen Reece and Franklin and Aldermen Doerhoff and Zaring for their willingness to be part of an informal workgroup that will work with attorney Joe Lauber to study the Chapter 353 statute and then make recommendations to the remaining members. The workgroup will visit the City of Independence on Wednesday to see a successful use of this tool in a neighborhood there.

A motion was made by Alderman Zaring to adjourn, with a second by Alderwoman Milner. Motion carried with all ayes. Meeting adjourned at 6:58 p.m.

Regular Meeting**Monday, June 7, 2021****6:00 PM**

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jun 7, 2021 6:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
JUNE 7, 2021
6:30 PM

1. Call to Order

The meeting was called to order at 7:07 p.m. by Mayor Judy Bowman.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Remote	
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	Absent	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Parks and Recreation Director Grant Purkey, Public Works Director/City Engineer Carl Brooks, Police Chief John Hofer, City Planner Roger Kroh, Community and Economic Development Director Jim Clarke and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Community & Economic Development SWOT Analysis

Community and Economic Development Director Clarke began his presentation by discussing the purpose for taking a look at the department's SWOT Analysis; saying that the purpose and intent is to accurately and effectively identify the SWOT categories - for each Department - to provide an assessment and platform for leadership and staff to address, influence, enhance, strengthen and eliminate the SWOT category variables and to align with resources and appropriate resource allocation - while establishing the Budget - to affect impactful change/s!

Clarke spoke about the importance of Competitive Positioning and a community being committed to enhancing its Competitive Position.

Clarke presented the SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) for the Community and Economic Development Department to the Board.

Clarke presented the strengths of the department, including: Current Leadership, Utilities Partners, Strong partnerships with influential area organizations and Staff's experience, knowledge and access to Economic Development resources and partners.

Clarke presented the weaknesses of the department, including: Lack of Shovel-Ready sites, Lack of Speed to Market sites, lack of Industrial Capacity of City utilities infrastructure, Utilities partners lacking sophistication or capacity, City lacking ownership or control of industrial sites, Lack of an Industrial Park and lack of Airport capacity.

Clarke presented the opportunities of the department, including: Current leadership, Utilities to serve industrial sites and Airport project leads.

Clarke presented the threats of the department, including: Lack of Industrial Developers for Industrial-Zoned sites, KC Metro Industrial Parks, KC Metro communities, Lack of available workforce and Lack of high-skilled workforce and lack of higher education or high-skilled training program.

Clarke spoke about threats to the department within Cass County and on both the Kansas and Missouri sides of the Kansas City metropolitan area.

Clarke presented the large-scale sites currently available to businesses looking to build in Harrisonville and spoke to both their strengths and their weaknesses.

Clarke laid out an anagram for "building blocks" to achieve success.

Set Strategic Course

Undeterred Pursuit

Coordinated Effort

Commitment to the Cause

Expertise Driven

Sophisticated Partners - with Capacity

Self-Assessment - Accurate

Alderman Milner asked how many communities in Cass County have strained relationships with utility districts.

Clarke said did not know.

Milner asked about contract language or legal language that could allow the City to better position themselves during utility negotiations for potential projects.

Clarke said he was not sure if that was possible and said staff would need to seek an opinion from City legal counsel.

Mayor Bowman reminded the Board about the important step that both the Board and the City took in approving the funds for the sewer-line expansion to the southern portion of the City and the new opportunities that will bring.

City Administrator Ratliff reminded the Board about the important step that both the Board and the City took in approving the funds for GouldEvans to complete a CityWide Master Plan and the new opportunities that will bring.

Following Alderman Zaring's request for Clarke to recommend key businesses/industries to the Board, Mayor Bowman asked Clarke if he would be able to put together a program for the upcoming Board of Aldermen Retreat in September.

Clarke said he would do that.

A motion to adjourn was made by Alderman Franklin, with a second from Alderman Turner. The motion carried with a unanimous vote.

Work Session

Monday, June 7, 2021

6:30 PM

*The meeting was adjourned at 8:25 p.m.***RESULT: DISCUSSION**

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jun 7, 2021 6:30 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 4, 2021
SUBJECT: Community Church Block Party #2 and #3

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Kim Catron

Requested Actions: Closure of Chapel Drive from South Street to Chapel Lane on Saturday June 26, 2021, and July 24, 2021, for a church block party.

Date of Application: June 4, 2021

PROPOSAL

The applicant had such a good turnout at their prior event, May 29, 2021, that they are requesting the closure of Chapel Drive from South Street to Chapel Lane from 6:00 pm to 8:00 pm on Saturday June 26, 2021, as well as July 24, 2021, for a church block party. This request is made for safe passage across the street as the church owns property on both sides of Chapel Drive and the block party will utilize both sides of the street.

PREVIOUS ACTIONS

The church recently held this same event on May 29, 2021, with no noted complains or concerns. There are no changes to the event for the upcoming requests.

KEY ISSUES

Minimal traffic route delays for the neighborhood around the Harrisonville Community Church.

STAFF COMMENTS AND SUGGESTIONS

I have communicated with the applicant, Kim Catron, 1606 Chapel Drive on today's date about the proposed block parties and the prior event on May 29, 2021. Many similar events have occurred in the past with no noted complaints or concerns. Due to the fact that this blockage will create traffic issues for other residents in the area this was again brought to the Board of Alderman for approval. The Street Department will stage the necessary road blockage equipment in the area and the applicant has agreed to set-up and disassemble all needed equipment. There is no cost for city services associated with this event.

STAFF RECOMMENDATION

With no noted complaints or concerns associated with the prior event and similar prior events I would recommend approval for this event.

ATTACHMENTS

Event Permit Applications
Area Map

STAFF CONTACT:

John J. Hofer, Chief of Police
jhofer@harrisonivlle.com

A. Action Item (ID # 3926)

Community Church Block Party #2 and #3

Attachments:

HCC event application (PDF)

HCC event map (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: Harrisonville Community Church
2. Name of Applicant: Kim Catron
Address: 11606 Chapel Dr., Harrisonville, MO 64701
Phone: 816-884-2431 (church) Cell: 816-769-7973 or 816-769-7972 (Bill)
3. Purpose of Event: Block Party (Community Fellowship)
4. Proposed date(s) and time(s) of Event: Saturday June 26, 2021 10:00 - 8:00 pm
5. Location(s) where event will be held: Harrisonville Community Church, 11606 Chapel Dr. East entrance, south playground + grassy area at southeast corner
6. Anticipated crowd size: 200 - 250
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: We would like to request the closure of the East end of Chapel Drive from m2 Hwy to Chapel Ln to allow safe foot traffic between our building and the grassy area at our southeast corner.

APPROVED this _____ day of _____, 20 _____

Chief of Police

City Clerk

Attachment: HCC event application (Community Church Block Party #2 and #3)



Attachment: HCC event map (Community Church Block Party #2 and #3)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 7, 2021
SUBJECT: Life Issues Recovery Walk 2021 Special Event Permit

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Life Issues (Ministry of Heartland Fellowship Baptist Church)
Steve Fleshman, founder, and pastor to Life Issues Ministry.

Requested Actions: Permission to host a fundraiser walk from the Cass County Justice Center to the Heartland Fellowship Baptist Church on Friday September 3rd, 2021, from 5:00 pm until 8:00 pm.

Date of Application: May 24, 2021

PROPOSAL

The applicant, Steve Fleshman, founder, and pastor to Life Issues Ministry, is requesting approval of an event permit to host a 4.4-mile walk from the Cass County Justice Center to the Heartland Baptist Fellowship Church.

PREVIOUS ACTIONS

This is the ninth year for this event with no noted complaints or concerns in year's past. The requested event is scheduled as a fundraiser for the Life Issues Addiction Recovery Ministry a ministry of the Heartland Baptist Fellowship.

KEY ISSUES

Some of the minor concerns I have with this event is that it is on the Friday night of Labor Day weekend and the (lake) traffic in that area may make more congested than normal.

There is no assistance requested however, we will try to have an on-duty, depending on availability, patrol unit or the VIPS lead the walkers during the event. The applicant has secured volunteers to monitor and block key intersections as needed for the event.

STAFF COMMENTS AND SUGGESTIONS

There is no cost for the City services and the required insurance coverage for the event was submitted to the City Clerk with the application. The applicant anticipates about 100 walkers participating in the event as well as 50 supporters.

STAFF RECOMMENDATION

This application will cover the use of the City of Harrisonville roads only. Permission to use any State or County roads will need to be granted by the respective governing body.

With no noted complaints or concerns associated with last year's event staff recommends approval for this event if all state laws and city ordinances are followed.

ATTACHMENTS

Special Event Permit Application
Certificate of Insurance

STAFF CONTACT:

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

B. Action Item (ID # 3934)

Life Issues Recovery Walk 2021 Special Event Permit

Life Issues Recovery Walk 2021 Special Event Permit

Attachments:

Special_Event_Application_Life_Issues_Recovery_Walk_September_3rd_2021 (PDF)

Heartland Baptist Fellowship - Liability Insurance (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:** Life Issues (a ministry of Heartland Baptist Fellowship)
2. **Name of Applicant:** Steve Fleshman Founder and Pastor of Life Issues
Address: 21203 E. 283rd. St. Harrisonville MO 64701
Phone: (816)380-3033 **Cell:** (816)896-5621
3. **Purpose of Event:** Recovery Walk - A fundraiser for the Life Issues Addiction Recovery Program
4. **Proposed date(s) and time(s) of Event:** Friday September 3rd, 2021 5PM until 8PM
5. **Location(s) where event will be held:** It is a 4.4 mile walk from the Cass County Justice Center to Heartland Baptist Fellowship. The route is (from the Justice Center) 255th St, to S. Brickplant Rd, to East 275th St, to SW Outer Rd, to 283rd St, to Heartland Baptist Fellowship.
6. **Anticipated crowd size:** 100 walkers on the route above, 50 supporters at Heartland Baptist
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:** This is the 9th annual Recovery Walk and fundraiser for the Life Issues Addiction Recovery Program. We appreciate your past support and look forward to another successful event.

APPROVED this _____ day of _____, 20____.

Chief of Police

City Clerk

Harrisonville Parade Rules & Regulations

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

ARTICLE II. PERMITS

SECTION 397.070: PERMIT REQUIRED

No person shall engage in, participate in, aid, form or start any procession or event, unless a parade permit shall have been obtained from the Board of Aldermen.

SECTION 397.080: APPLICATION -- REQUIRED

A person seeking issuance of a procession or event permit shall file an application with the City Clerk on forms provided by such officer.

SECTION 397.090: APPLICATION -- FILING PERIOD

An application for a procession or event permit shall be filed not less than seven (7) days prior to a meeting of the Board of Aldermen. Such meeting shall be at least twenty (20) days prior to the proposed date of the parade to allow the Board to further investigate the matter as necessary. (CC 1977 §23-103; Ord. No. 972 §4, 4-19-72)

SECTION 397.100: APPLICATION -- CONTENTS

The application for a procession or event permit shall set forth the following information as applicable:

1. The name, address and telephone number of the person seeking to conduct such parade;
2. Purpose of event;
3. If the procession or event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;
4. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;
5. The date when the parade is to be conducted;
6. The route to be traveled, the starting point and the termination point;
7. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and descriptions of the vehicles;

9. A statement as to whether the procession or event will occupy all or only a portion of the width of the streets proposed to be traversed;
10. The location by streets of any assembly areas for such parade;
11. The time at which units of the parade will begin to assemble at any such assembly areas;
12. The interval of space to be maintained between units of such parade;
13. If the procession or event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the City Clerk a communication in writing from the person proposing to hold the procession or event, authorizing the applicant to apply for the permit on his/her behalf;
14. Location at which the event will be held; and
15. Any additional information which the Board of Aldermen shall find reasonably necessary to a fair determination as to whether a permit should be issued. (CC 1977 §23-104; Ord. No. 972 §4, 4-19-72)

SECTION 397.110: STANDARDS FOR ISSUANCE

The Board of Aldermen shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

1. The conduct of the procession or event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
2. The conduct of the procession or event will not require the diversion of so great a number of Police Officers of the City to properly Police the line of movement and the areas contiguous thereto as to prevent normal Police protection to the City;
3. The concentration of persons, animals and vehicles at assembly points of the procession or event will not unduly interfere with proper fire and Police protection of, or ambulance service to, areas contiguous to such assembly areas;
4. The conduct of such procession or event will not interfere with the movement of fire-fighting equipment enroute to a fire;
5. The conduct of the procession or event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;

6. The procession or event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays enroute;

7. The procession or event is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. (CC 1977 §23-105; Ord. No. 972 §5, 4-19-72)

SECTION 397.120: ALTERNATIVE PERMIT

The Board of Aldermen, in denying an application for a procession or event permit, shall be empowered to authorize the conduct of a procession or event on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the Board of Aldermen, file a written notice of acceptance with the City Clerk. An alternate procession or event permit shall conform to the requirements of and shall have the effect of a procession or event permit under this Article. (CC 1977 §23-107; Ord. No. 972 §7, 4-19-72)

SECTION 397.130: COMPLIANCE

An applicant for a procession or event permit shall comply with all permit directions and conditions and with all applicable laws and ordinances. (CC 1977 §23-109; Ord. No. 972 §9, 4-19-72)

SECTION 397.140: POSSESSION

The procession or event chairman or other person heading or leading such activity shall carry the procession or event permit upon his/her person during the conduct of the procession or event and be present. (CC 1977 §23-110; Ord. No. 972 §9, 4-19-72)

SECTION 397.150: REVOCATION

The City shall have the authority to revoke a procession or event permit issued pursuant to this Article upon its' determination that the procession or event does not conform with the procession or event permit. (CC 1977 §23-111; Ord. No. 972 §11, 4-19-72)

SECTION 397.160: RESTRICTIONS/REQUIREMENTS

A. Event organizers must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00) to the City Clerk at least fifteen (15) days prior to the event date. Failure to meet this requirement shall make the permit null and void.

B. Restrooms and trash receptacles shall be provided. Trash disposal is the responsibility of event organizers.

C. *Food Vendors.*

1. Only fires within an apparatus manufactured for the purpose in which it is being used shall be permitted in booths.
2. Each food vendor will remove all used cooking grease from event premises and dispose of it appropriately.
3. All food vendors cooking, heating or otherwise utilizing any source of heat must have at least one (1) dry chemical fire extinguisher in booth area at all times.
4. Only UL approved heavy gauge extension cords rated for outside use can be used in event booths.
5. Booth participants are responsible for daily cleanup of their areas. (CC 1977 §23-116; Ord. No. 2338 §1, 2-3-97; Ord. No. 2424 §3, 9-8-97)



CERTIFICATE OF LIABILITY INSURANCE

5.B.b

DATE (MM/DD/YYYY)

04/27/2021

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 816-525-0765 x1 816-525-0866 Insurance One / Moyer & Moyer Insurance Agency, Inc. 600 SW Jefferson St, Suite 102 Lee's Summit, MO 64063		CONTACT NAME: Becky Moyer PHONE (A/C, No, Ext): 816-525-0765 x1 FAX (A/C, No): 816-525-0866 E-MAIL ADDRESS: Becky@InsuranceOneAgency.com	
INSURED Heartland Baptist Fellowship PO Box 351 Harrisonville MO 64701		INSURER(S) AFFORDING COVERAGE INSURER A: Grinnell Mutual Reinsurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		0000885703	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of insurance as respects Life Issues Recovery Walk to be held September 3, 2021.

CERTIFICATE HOLDER

CANCELLATION

City of Harrisonville Missouri Parks & Recreation Department 2400 Jefferson Parkway 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 Denise DesCombes
---	--



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 17, 2021
SUBJECT: Rental Ready Program - First Reading

Type of Item: *Approval*

C. Action Item (ID # 3945)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING CHAPTER 605 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT THE CITY OF HARRISONVILLE RENTAL READY PROGRAM, AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

6_07_21 BOA WS staff report (2) CA (DOC)

Rental Ready Program Ordinance (DOCX)



City of

Harrisonville^{est. 1836}

5.C.a

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: Board of Aldermen
From: Chris Arthur, Building Official
Date: May 17th, 2021
June 2, 2021
Re: Rental Ready/PD Safe program and Landlord business licenses and general licensing.

GENERAL INFORMATION

Applicant: N/A

Requested Actions: Consideration of proposed program and ordinance.

Date of Application: N/A

PROPOSAL

Discussion of additions and changes to current City business licensing.

PREVIOUS ACTIONS

- 1- Previous Town Hall meeting.
 - 2- Hand out of Rental Ready program information and handout of previous Town Hall meeting presentation, to BOA.
 - 3- BOA work session, May 17th 2021, discussion regarding Residential Rental Property and Landlord licensing. BOA consensus to bring an ordinance to the BOA in June for Business license fee change to \$50.00 per year and the addition of the Rental Ready program with inspection fees of \$14.00 per year per dwelling unit.
-

KEY ISSUES

- 1- Consider Rental Ready program and landlord licensing.
 - 2- Consider various changes to current City Business Licensing platform.
-

STAFF COMMENTS AND SUGGESTIONS

Please see the attached documents. (Previously attached and distributed 5/17/21).

Attachment: 6_07_21 BOA WS staff report (2) CA (Rental Ready Program - First Reading)

STAFF RECOMMENDATION

1- Building and Codes Department-

Adopt changes to current City business licensing increasing a City Business License fee to \$50.00 per year, currently \$30.00 per year since 1997, and include Landlord licensing and Rental Ready Inspection program.

2- Community and Economic Development Departments-

ROGER KROH:

Recommend adoption of the Rental Ready program. Homes are a family's largest investment and essentially their 401K when time to downsize. Programs like Rental Ready have been excellent tools for preventing the one or two poorly maintained homes on a block that decrease the value of homes around them and add weeks and months when time to sell.

JIM CLARKE:

Community Development Department recommends adoption of the Rental Ready program. While City leadership and the community are currently launching several initiatives to influence quality investment and development, along with, the removal of blight and deteriorating properties and property values, adoption of a Rental Ready program complements and aligns effectively with these initiatives, further ensuring the success of these initiatives. Additionally, Harrisonville citizens and property owners that maintain and improve their properties should not be penalized, by those that lack the desire or capacity to do so, with the depreciation of their property values. Programs like Rental Ready have been excellent tools for preventing poorly maintained residential properties on a block that decrease the property values, while acting to strengthen property values and neighborhoods.

ATTACHMENTS

Please see proposed ordinance.

STAFF CONTACT: Chris Arthur, Building Official.

Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE AMENDING CHAPTER 605 OF THE HARRISONVILLE
MUNICIPAL CODE TO ENACT THE CITY OF HARRISONVILLE RENTAL READY
PROGRAM, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Board of Aldermen wishes to amend Chapter 605 of the Harrisonville Municipal Code to enact the City of Harrisonville Rental Ready Program; and

WHEREAS, the Board of Aldermen wishes to give rental owners ample time to prepare for additional requirements of rental properties; and

WHEREAS, the City of Harrisonville has held public meetings with rental owners to explain the Rental Ready Program and hear comments and concerns from rental owners.

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

Section 1: Chapter 605 of the Harrisonville Municipal Code is hereby amended to read as follows:

Section 605.0101 License required.

A. No person, company, association or corporation shall within the City conduct, exercise, carry on, deal in or engage in any occupation, trade, business or avocation; including the offering for rent or lease of any Residential Dwelling Unit or Units; being defined as Single Family Homes, Duplex Homes, any Building containing more than two non-transient dwelling units, any Hotel, Motel, or Boarding Room rented or leased on a non-transient basis, Manufactured Homes, Mobile Homes, Mobile Home Vacant Lots for rent or lease, Modular Homes, live/work units as defined in adopted building code, or an RV used in a non-transient manner; nor deal in, sell or keep any articles for sale or trade or provide a service without first taking out a City license therefore as provided in this Chapter. Dwelling Unit shall be defined as a single unit providing independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation, including non-transient units without full kitchens. Transient shall be defined as occupancy of any dwelling or sleeping unit for less than 30 days. Boarding Room shall be defined as the non-transient rental of one or more rooms for the purposes of living, sleeping eating and cooking. An RV shall be defined as a temporary dwelling, not to be used as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use.

B. Proof of a Missouri Tax ID number shall be required before issuance of a business

license.

C. Any license application for a new business or change of ownership of an existing business shall require inspection and approval of the facilities by City Codes Compliance Department prior to license being issued.

Section 605.020 Fee(s) Charged.

There is hereby established a license fee to be charged and collected as hereinafter provided on any occupation, profession, trade, business and avocation and on all persons who shall deal in or sell or offer any service. Any person, company, association or corporation wishing to do business shall first file an application with the City Collector requesting a business license and such application shall be accompanied by a fee of Fifty Dollars (\$50.00) per year as the licensing fee. In addition to the City Business License Fee of Fifty Dollars (\$50.00) a supplemental fee for certain specific businesses or aspects of business operation shall also be charged and collected. See below for the schedule of supplemental fees charged:

Residential Dwelling Unit or Units:	\$14.00 per unit per year
Mechanical, Electrical, Plumbing Contractors:	\$30.00 per year

See Sections 600.010 through 675.060 for any other applicable fees charged and collected.

Section 605.030 Multiple Activities.

Any person, persons, firm, or corporation who is engaged in two (2) or more occupations, trades, businesses, avocations, callings, or pursuits shall take out a license for each of such occupations, trades, business, avocations, callings or pursuits.

Section 605.040 Display.

Every license issued under the provisions of this Chapter shall be prominently displayed in some conspicuous location on the licensed place of business. In the case of Rental Residential Dwelling Units this license shall be kept at the office or address of the landlord or landlord's agent.

Section 605.050 Contents.

Every license issued under the provisions of this Chapter shall name the party to whom granted, date, expiration and where the business or occupation is to be carried on. The licenses shall be signed by the Mayor, the City Clerk, and countersigned by the Collector.

Residential Dwelling Unit or Units' licenses also require a single completed license application listing all individual unit or units' information, including recorded legal ownership information and unit or units' location, be submitted to the City.

Section 605.060 Farm Products.

No tax, license or fee shall be levied or collected from any City or County farmer or producer for the sale of produce raised by him/her; provided the City retains the right to designate where such sales may be made. Any out of State farmer or producer shall be assessed a license in the amount of One Hundred Dollars (\$100.00).

Section 605.070 No Fee For Not-For-Profit License.

A. No fee shall be charged or collected from the issuance of a license to any business or entity so deemed as not-for-profit. Any such business shall show required proof being a “current” certificate of good standing issued by the Secretary of State’s office.

B. Upon receipt of required proof of not-for-profit status, said business license shall be issued at no charge.

Section 605.080 License Renewal.

All licenses shall expire on August thirty-first (31st) and failure to renew by September thirtieth (30th) shall result in the assessment of a ten-percent (10%) late penalty and can be subject to Municipal Court citation and summons pursuant to Section 605.090. Failure to renew may be subject to revocation of such license.

Section 605.090 Penalties; License Revocation or Suspension; Unlawful Continuation.

A. Non-Compliance Or Violation A Misdemeanor. In addition to any other penalties prescribed under this Chapter or any related chapters, any failure to comply with or any violation of any provision of this Chapter shall be a misdemeanor and shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or noncompliance shall continue shall constitute a separate offense.

B. Suspension Or Revocation. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension or revocation of such license. The suspension or revocation as provided under this Section shall be in addition to any other penalties prescribed under this Chapter.

1. Suspension.

a. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension by the Board of Aldermen.

b. Notice of the hearing for suspension of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to the licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said suspension. All decisions of the Board of Aldermen following the hearing shall be final.

c. The City can toll the suspension of a business license, upon the licensee or applicant's request and in the event the licensee or applicant makes a good faith showing that he/she is disputing the taxes at issue or is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Alderman.

d. No suspension shall last for longer than 90 days.

2. *Revocation.*

a. After any sixty-day consecutive period that a licensee or applicant's business license has been suspended as a result of a violation of this Chapter, may be cause for revocation of such license by the Board of Aldermen.

b. Any failure to comply with or any violation of any provision of this Chapter may be cause for revocation of such license by the Board of Aldermen upon its own recommendation or the recommendation of the City Administrator for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application for license;

(2) Fraud, misrepresentation or false statement made in the course of carrying on his/her business within the City of Harrisonville;

(3) Any violation of this Chapter;

(4) Failure to pay sales tax or in any way allowing the sales tax for the business to become delinquent;

(5) Conviction of any crime or misdemeanor involving moral turpitude; or

(6) Conducting of business in an unlawful manner so as to constitute a breach of the peace or menace to health, safety or general welfare of the public.

c. Notice of the hearing for revocation of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to the licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be

made by the Board of Alderman with respect to said revocation. All decisions of the Board of Alderman following the hearing shall be final.

C. Unlawful Continuation; Further Remedies Authorized. In the event any business, trade, occupation or service occupation which is required to obtain an annual license under this Chapter continues to operate after having received written notice of failure to obtain such license or in the event any business, trade, occupation or service occupation continues to operate following suspension or revocation of such license pursuant to Subsection 605.090(B) hereof, the City Administrator, the City Clerk, the Board of Aldermen, the Mayor, or any other official authorized to enforce City license ordinances may seek injunctive relief from the Circuit Court or order of the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of an injunction or order by a court of competent jurisdiction, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided for by this Subsection (C) shall be in addition to all other costs and penalties prescribed under this Chapter.

Section 605.100 Inspection of Business.

A. Residential Dwelling Unit buildings and Units building up to and including four (4) units, are inspected every three (3) years by the Building and Codes Division of the Public Works Department. Inspections will be of the exterior of the property for fire and life safety and property maintenance. Smoke and Carbon Monoxide Alarms are confirmed by landlords or landlord agents on the respective licenses' application form. Interior inspections are available for no fee upon request of landlord or landlord agents.

The Harrisonville Emergency Services Department shall inspect the premises of all places of business, other than home occupations as provided by the City Zoning Regulations and Residential Dwelling Units as noted above, for compliance with City ordinances as determined by the Harrisonville Emergency Services Department. Such inspection will be performed prior to the yearly renewal of the City's business license.

B. Inspections shall be performed with the coordination of the business so as to not interfere with peak business hours.

C. Any violations noted by the inspection shall be cause for rejection of the application to renew the annual business license until such violations are corrected.

D. In the case of license renewals, if the violations have not been corrected, the Fire Chief or Director Codes Administration may authorize a temporary business license as deemed appropriate.

Section 2. The changes to Chapter 605 of the Harrisonville Municipal Code, above, shall come into effect before August 1, 2022.

Section 3. That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 7th day of June 2021. Read for the second time by title only on the 21st day of June 2021.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 21st day of June, 2021

Attachment: Rental Ready Program Ordinance (Rental Ready Program - First Reading)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 14, 2021
SUBJECT: Hearing regarding performance of Municipal Waste Services

Type of Item: *Discussion*

D. Discussion Item (ID # 3937)

Hearing regarding performance of Municipal Waste Services

Attachments:

Staff Report Municipal Waste Services hearing (DOC)

Municipal Waste Letter April 5 (PDF)

Municipal Waste Letter April 26 (PDF)

May 12 letter Municipal Waste (PDF)

Municipal Waste Contract (PDF)



300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: Board of Aldermen
From: Daniel Barnett, City Clerk
Date: June 15th, 2021
Re: Service quality review regarding performance of Municipal Waste Services

GENERAL INFORMATION

Applicant: NA
Requested Actions: Discussion
Date of Application: NA

PROPOSAL

Not applicable.

PREVIOUS ACTIONS

Mayor Judy Bowman and City Administrator Brad Ratliff met with Mr. Bryan Moore of Municipal Waste Services on March 30, 2021, to provide notice to Mr. Moore of the City's many concerns, as required by Section 9 of the 2016 contractual agreement between the City of Harrisonville and Municipal Waste Services LLC. Following this meeting (April 5, 2021), a letter was sent from City Administrator Ratliff to Mr. Moore outlining seven concerns that were discussed during the March 30 meeting. In the final paragraph of the letter, City Administrator Ratliff said the City, "expects the aforementioned issues to be resolved within 45 days of the date of this letter."

A second letter was sent on April 26, 2021, from the City to Mr. Moore, informing him that Municipal Waste Services had failed to remedy deficiencies outlined in the letter sent on April 5, and asking Mr. Moore to attend a follow up meeting at City Hall.

City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith and City Clerk Daniel Barnett met with Mr. Moore on April 30, 2021, to discuss possible remedies for the deficiencies outlined in the letter sent on April 5. According to the contract between the City and Municipal Waste Services, this meeting was held to allow Mr. Moore to explain the company's failure to perform. Following contract language in Section 9: "if Contractor's failure to perform continues and the City Administrator is unsatisfied with the Contractor's explanation and plan to remedy failure to perform, the City Administrator, at his/her sole discretion, may demand a public hearing before the Board of Aldermen."

Following the April 30, 2021, meeting (May 12, 2021), a letter was sent from City Administrator Ratliff to Mr. Moore informing Municipal Waste Services that the company had failed to remedy deficiencies outlined in the April 5, letter and those discussed during the April 30, meeting. The letter also requested that Mr. Moore be present for the May 17, 2021 Board of Aldermen meeting.

At the May 17, 2021 Board of Aldermen meeting, Mayor Judy Bowman and members of the Board of Aldermen spoke with Mr. Moore regarding complaints that they and City staff had received regarding Municipal Waste Services and the services they provide. At the meeting, it was determined that the City would terminate its contract on August 1, 2021, but would review improvements made by Municipal Waste Services at the June 21, 2021 Board of Aldermen meeting, with the option of allowing the contract to continue through the end of 2021.

Following the meeting, a letter was sent to Mr. Moore detailing what was discussed during the meeting and providing a reminder of future events, in regards to the contract.

KEY ISSUES

Complaints about Municipal Waste Services have existed since the start of the contract in 2016, but not at the level seen since the beginning of 2021 – particularly since the ‘Polar Vortex’ event in February. Complaint numbers since tracking began on April 5, 2021:

Total: 282

NOTE: Some of the complaints registered by the City have been in regards to entire streets or neighborhoods being missed, not just one residence.

Weekly high (4/19 to 4/24): 59 complaints

Daily high (4/23): 32 complaints

Weekly average: 25 complaints

Top complaint: Missed pick up.

Other complaint topics: Solid waste and recycle being placed in the same truck at the same time, need for replacement bins, leaving trash or fluids throughout the streets after solid waste/recycle bins have been emptied, poor customer service, poor communication, failure to collect commercial dumpsters, overall poor service.

STAFF COMMENTS AND SUGGESTIONS

Several non-trackable complaints have also been made by residents and commercial businesses. These complaints are nontrackable due to lack of address or an inability to remedy – such as complaints asking the City to look for a new solid waste contractor.

STAFF RECOMMENDATION

Not applicable.

ATTACHMENTS

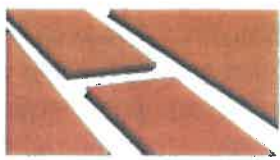
Letter sent on April 5, 2021 to Mr. Bryan Moore of Municipal Waste Services

Letter sent on April 26, 2021 to Mr. Bryan Moore of Municipal Waste Services

Letter sent on May 12, 2021 to Mr. Bryan Moore of Municipal Waste Services

Contract between the City of Harrisonville and Municipal Waste Services

STAFF CONTACT: Daniel Barnett, City Clerk



April 5, 2021

Bryan Moore
PO BOX 1010
Harrisonville, MO 64701

Mr. Moore,

Thank you again for meeting with the Mayor and I on Tuesday (03/30/21), to discuss the complaints we received on solid waste collection. As we discussed in that meeting, communication is so vital to ensuring a solid working relationship and providing great services to our citizens. Please consider the March 30th meeting and this letter to be notice of the City's many concerns, as required by Section 9 of the agreement between the City and Municipal Waste Services, LLC

Here were some of the things we discussed and the remedies that you suggested in no particular order:

1. We discussed the increase in complaints over the past 2 months that we were receiving. You acknowledged that Mondays were currently your worse day, due to being short a driver. You stated that you hope to have that corrected as soon as possible. You currently have 4 trucks with drivers, but desperately need a fifth truck with a driver. The City expects you to timely collect the City's solid waste, even with a shortage in drivers.
2. We discussed a rumor of trucks being repossessed. You assured us that there is no truth to it and that you were adding a couple of new trucks to your fleet. You also have all your current trucks marked with your company name on them.
3. We had complaints of trucks leaking oil on the streets, and you were unaware of any oil leaking issues with your trucks. You stated that you were transitioning away from trucks with the hydraulic arm, you planned to buy two more rear loading type of trucks.
4. We received many complaints that residents were not getting their trash picked up on time or not being picked up at all. You are to collect the City's solid waste timely. You did refer again to Mondays and getting that 5th driver. In addition, you were working to develop new routes for your company that should be in effect within the next 30 to 45 days. You feel that will make pick up times more consistent in Harrisonville.
5. You planned to better communicate to City Clerk Daniel Barnett, when trucks are late or if there is a problem that will affect the scheduled pickups. You will also better utilize your social media to inform the public when there are issues effecting their pickup times. You shall more effectively communicate with the City moving forward.
6. Throwing carts was mentioned by many residents as a problem. You stated that you will not tolerate employees throwing carts and assured us it will not happen.
7. Our Utility staff are dealing with much more calls than they need to be, on complaints with solid waste services. You assured us that every person who calls has and will be called back. You admitted that there needs to be a better job by your company to communicate issues out on the public medium and that you would address that quickly. The City expects better communication from you and your employees to City residents.

These were the main topics and remedies for those topics that were discussed. We value your partnership and are hopeful in getting these issues corrected quickly. We acknowledged that you have been very good to get back with us or to address any problem once we made you aware of it. However, we need better communication on any issues that is happening as well as, your company taking a more active role in dealing with the residents on their solid waste issues. Again, thank you for your time Tuesday and your willingness to address the problems that we discussed. We expect the aforementioned issues to be resolved within 45 days of the date of this letter.

Respectfully,



Brad Ratliff
City Administrator

Cc: Judy Bowman, Mayor

Attachment: Municipal Waste Letter April 5 (Hearing regarding performance of Municipal Waste Services)



City of

Harrisonville^{est. 1836}

5.D.c

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

April 26, 2021

Via Hand Delivery & Certified Mail

Bryan Moore
P.O. Box 1010
Harrisonville, MO 64701

Mr. Moore,

Please consider this letter to be notice that the City of Harrisonville has determined Municipal Waste Services, LLC has failed to remedy the many deficiencies outlined in my letter of April 5, 2021. Per Section 9.1 of the contract between the City and your company, you are to meet with me within 3 business days of your receipt of this letter.

“9.1 Termination for Cause.

“...**Contractor** shall be allowed a fifteen (15) day period (“**Remedy Period**”) from the date of receipt of said **Notice** from **City** to remedy any failure to perform. Should **City** deem the failure to perform remedied, no hearing shall be held. Should **Contractor** fail to remedy **Contractor’s** performance within the **Remedy Period**, **Contractor** shall meet with the **City Administrator** within three (3) business days to explain **Contractor’s** failure to perform.” (emphasis in original).

The contract further explains,

“...if **Contractor’s** failure to perform continues and the **City Administrator** is unsatisfied with the **Contractor’s** explanation and plan to remedy failure to perform, the **City Administrator**, at his/her sole discretion, may demand a public hearing before the **Board of Aldermen**.” (emphasis in original).

If the Board of Aldermen determines that you have failed to perform your duties under the contract, the Board may terminate the contract.

Please advise when you are available to meet to explain your failure to address the City’s many concerns. Per the contract, we must meet within three (3) days.

Respectfully,

Brad Ratliff
City Administrator

Cc: Judy Bowman, Mayor

Attachment: Municipal Waste Letter April 26 (Hearing regarding performance of Municipal Waste Services)



300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

May 12, 2021

Certified Mail

Bryan Moore
P.O. Box 1010
Harrisonville, MO 64701

Mr. Moore,

Please consider this letter to be notice that the City of Harrisonville has determined Municipal Waste Services, LLC has failed to remedy the many deficiencies outlined in my letter of April 5, 2021, and from the meeting on April 30, 2021. Therefore, you are requested to be at the May 17, 2021, Board of Aldermen meeting at 6pm in City Hall's Council Chambers.

"9.1 Termination for Cause.

"...**Contractor** shall be allowed a fifteen (15) day period ("**Remedy Period**") from the date of receipt of said **Notice** from **City** to remedy any failure to perform. Should **City** deem the failure to perform remedied, no hearing shall be held. Should **Contractor** fail to remedy **Contractor's** performance within the **Remedy Period**, **Contractor** shall meet with the **City Administrator** within three (3) business days to explain **Contractor's** failure to perform." (emphasis in original).

The contract further explains,

"...if **Contractor's** failure to perform continues and the **City Administrator** is unsatisfied with the **Contractor's** explanation and plan to remedy failure to perform, the **City Administrator**, at his/her sole discretion, may demand a public hearing before the **Board of Aldermen**." (emphasis in original).

If the Board of Aldermen determines that you have failed to perform your duties under the contract, the Board may terminate the contract.

Respectfully,

Brad Ratliff
City Administrator

Cc: Judy Bowman, Mayor

Attachment: May 12 letter Municipal Waste (Hearing regarding performance of Municipal Waste Services)

**CITY OF HARRISONVILLE, MISSOURI
TRASH SERVICES CONTRACT**

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CITY OF HARRISONVILLE, MISSOURI TRASH SERVICES CONTRACT

THIS AGREEMENT is effective the **22nd day of November 2017** (the “**Effective Date**”), between the **City of Harrisonville, Missouri**, a municipal corporation of the State of Missouri, (hereinafter the “**City**”) acting through its duly authorized City Administrator, and the **Municipal Waste Services LLC**, a Missouri limited liability company, (hereinafter the “**Contractor**”).

Whereas, in accordance with law, the **City** has caused an Advertisement (“**Advertisement**”) calling for a response by trash service providers to the **City’s Request For Proposals (“RFP”)**, for trash services for the **City**; and

Whereas, the **Contractor**, in response to the **Advertisement** has submitted **Contractor’s** response to the **RFP (“Contractor’s Proposal”)** to the **City**, in the manner and at the time specified, **Contractor’s Proposal** in accordance with the terms of the **Advertisement**; and

Whereas, the **City**, in the manner prescribed by law, has publicly opened, examined, and reviewed the responses to the **RFP**, and has determined the aforesaid **Contractor** had the lowest and best response to the **RFP** for the work and the **Board of Aldermen** have duly authorized the **City Administrator** to negotiate the terms of an contract with the said **Contractor**, for the purpose of providing residential refuse collection, curbside recycling and yard-waste pickup for the sum or sums named in the **Contractor’s Proposal** (the “**Contract**”) and the parties have agreed to the **Contract** herein. A copy of the **City’s RFP**, designated Schedule A, is attached hereto, and incorporated herein as a part of this **Contract**.

NOW, THEREFORE, in consideration of the compensation to be paid to the **Contractor** and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the **City** for itself, and its successors, and the **Contractor** for itself, himself, or themselves, its, his or their successors, assigns, executors and administrators, as follows:

Trash Services Contract

1. Definitions:

- 1.1. The **RFP** definitions contained in SECTION II: GENERAL SPECIFICATIONS, Subsection 1.00 DEFINITIONS paragraphs 1.01 through 1.25 of the **RFP** are hereby incorporated by reference into this **Contract** (collectively referred to as "**RFP Definitions**" and individually as "**RFP Definition**").
- 1.2. The phrase "**Agreed Residential Unit Price**" shall mean **\$13.80** per month for weekly **Collection** for each **Residential Unit**.
- 1.3. "**Board of Aldermen or Board**" means the **Board of Aldermen** of the **City**.
- 1.4. "**Business Office**" means Contractor's business office located in the **County** as required under Section 5.10.
- 1.5. "**Change Order**" means a written order issued by the City Administrator for changes in the work that is signed by the parties. Such **Change Orders** will be specified in the Additional Scope of Work Addendum described in Section 3.13. issued by the **City** and will set forth the nature of the change and the method of payment.
- 1.6. "**City**" means the City of Harrisonville, Missouri.
- 1.7. "**City Administrator**" means the City Administrator of the **City**.
- 1.8. The phrase "**City and City Staff**" or "**City or City Staff**" shall include all employees, staff and public officials of the **City**.
- 1.9. "**City's RFP**" or "**RFP**" means the Request For Proposals issued by the **City** pursuant to its **Advertisement**, which is attached hereto, designated as Schedule A, and incorporated herein by reference. When a term or reference in this **Contract** states that the specifications in the **City's RFP** shall be part of and control the performance of the **Contractor** under this **Contract**, then such terms shall be interpreted as if said terms were written into this **Contract**. Provided, however, if any term(s) of the **RFP** conflict with or could be interpreted to conflict with the terms written into this **Contract**, then the written terms of this **Contract** shall control.
- 1.10. "**Collection**" means removal and transportation of **Residential Refuse, Yard Waste, or Recyclable Materials** as provided in the **Scope of Work** to its place of processing or disposal.
- 1.11. "**Collection Map**" means the official map showing the location and boundaries of the refuse collection area.
- 1.12. "**Collection Schedule**" means the **Collection Schedule** approved by the **City**

Trash Services Contract

through its **City Administrator**.

- 1.13. **“Contract”**- means this Trash Services Contract between the **City** and the **Contractor** for the purpose of providing residential refuse collection, curbside recycling and yard-waste pickup for the sum or sums named in the **Contractor’s Proposal**.
- 1.14. **“Contract Documents”** includes this Contract, the **RFP**, and any other documents required hereunder in this Contract, including, but not limited to, **Performance Bond, Collection Map, Collection Schedule(s), Change Order(s)** signed by **Contractor** and the **City**, Insurance Binder or Policies, and, if added, the **Schedule B-Additional Scope of Work**. See also the **RFP General Specifications**, paragraph 1.09.
- 1.15. **“Contractor’s Proposal”** means the **Contractor’s** properly signed and guaranteed written offer of the **Contractor** to perform the work that was prepared on forms furnished by the **City** pursuant to the **RFP**.
- 1.16. **“Customer or Customers”** includes any individuals receiving **Collection** services at a **Residential Unit**.
- 1.17. **“Disposable Refuse Container”** means the refuse container specifically designed to be used only one time, and to be disposed of together with its refuse contents
- 1.18. The phrase **“Performance Bond or Letter of Credit”** means the approved forms of security furnished by the **Contractor** and his surety, as required in the **Contract**.
- 1.19. The phrase **“Performance Protection Documents”** includes the **Performance Bond or Letter of Credit**, and any **Insurance** required under this **Contract**.
- 1.20. **“Refuse”** means **Residential Refuse, Yard Waste, or Recyclable Materials** as provided in the **Scope of Work**.
- 1.21. **“Residential Refuse”** means the typical unwanted or discarded waste materials in a solid or semi-liquid state generated within a household or **Residential Unit** that is to be collected by the **Contractor** on a weekly basis as required in this **Contract**. It shall include, but is not limited to, Garbage, and such items as food wastes, cans, bottles, papers, etc. but shall not include **Yard Waste**, furniture, appliances, etc.
- 1.22. **“Residential Unit”** means any room or group of rooms located within a dwelling, and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.
- 1.23. **“RFP General Specification”** means the terms required in SECTION II: GENERAL SPECIFICATIONS of the **RFP**.

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- 1.24. **“Start Date”** means January 1, 2018.
- 1.25. **“Unusual Accumulations”** means (a) for residences, each regular **Collection** more than one (1) containers of Garbage, or the equivalent; (b) large, heavy, or bulky objects such as furniture or appliances; and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.
- 1.26. **“Yard Waste”** means bundles of brush or branches securely tied, yard or tree trimmings, plants, grass, leaves, small tree branches and other organic residential yard debris. See also **RFP Definition 1.02.**

2. General Performance Standards.

2.1. Public Convenience and Safety.

Including, but not limited to obeying all laws and ordinances, the **Contractor** shall observe City Ordinances relating to obstruction of streets, keeping passageways open and protecting same. The **Contractor** is granted the privilege of using the City streets for the purpose of doing the **Scope of Work** specified in this **Contract**, but **Contractor** is not granted exclusive use of such streets. **Contractor** shall pull aside at the first opportunity to allow waiting vehicles to pass if **Contractor’s** vehicle blocks passage. The **Contractor** shall handle the performance of the **Scope of Work** in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

2.2. Character of Workmen and Work.

All subcontractors, superintendents, foremen and workmen employed by the **Contractor** shall be competent and careful workmen skilled in their respective duties and trades. The **City Administrator** may demand the dismissal of any person employed by the **Contractor**, in, about or upon the work, who repeatedly misconducts himself or is incompetent or negligent in the due and proper performance of his duties, who violates this **Contract**, or who neglects or refuses to comply with the directions given; and such person shall not be re-employed under the **Contract** without the written consent of the **City Administrator**. Should the **Contractor** continue to employ or reemploy any such person, the **City Administrator** may withhold all monies due or which may become due to the **Contractor**, or the **City Administrator** may suspend the work under this **Contract** until such orders are complied with.

2.3. Contractor Shall Perform Services in Workmanlike Manner.

Contractor shall perform all services and duties in a good, prompt and workmanlike manner consistent with all industry standards. In the event **Contractor’s** employees are absent from work, for any reason, **Contractor** will use **Contractor’s** best efforts to perform **Collection** services on the day scheduled, but in no event later than the next day, regardless of whether such next day is on the weekend.

2.4. Contractor Shall Perform Work in Safe Manner.

The **Contractor** shall perform work in a safe manner, maintain equipment in a safe condition, shall not endanger individual’s property, or damage plant material, trees, shrubs or any

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personal property.

2.5. Contractor Shall Restore Property.

The **Contractor** shall perform all work under this **Contract** in manner that safeguards the property of the City and its residents, and shall be responsible for any damage to the property of the City or its residents.

2.6. Contractor Shall NOT Permit Mechanics Liens.

Contractor shall not make or suffer any mechanics liens or any other type of lien to be filed as a result of any work performed by **Contractor**.

3. Scope of Work.

The **City** and **Contractor** shall agree on the scope of work ("**Scope of Work**") to be performed by **Contractor** that shall be as stated in the **RFP** and this **Contract**, including, but not limited to, the following:

3.1. Basic Scope of Work.

The basic **Scope of Work** is to provide the public service for the residents of the **City** by the collection of **Residential Refuse** and **Yard Waste** from buildings housing six (6) or less dwelling units, and such other establishments as specifically directed. Included is the **Collection of Residential Refuse** from buildings that have been converted into apartments but does not include collection from clustered multiple family housing complexes. The **Scope of Work** providing this service shall include furnishing all labor, equipment, tools, materials, insurance, supervision and all work necessary to complete the work as specified, and in the prescribed manner and time, for the collection of **Residential Refuse** and **Yard Waste** within the **City**. The following number of receptacles or bags shall be included in the **Scope of Work**, and collected in the weekly service:

3.1.1. One (1) mobile **Refuse** receptacle

3.1.2. One (1) mobile **Recyclable Materials** receptacle

3.1.3. Up to Ten (10) bags of **Yard Waste** on a weekly basis between April 1 through November 30 each year.

3.1.4. Unlimited bags of **Yard Waste** for the month of November each year.

3.1.5. Contractor will pick up **Yard Waste** from December 1 through March 31 upon as needed, when called by any Customer.

3.2. City Facility Collection.

The **Contractor** shall provide **Refuse Collection** service, at no additional charge to the **City**, for **City** facilities identified in SECTION I: INSTRUCTIONS TO CONTRACTORS, Subsection 1. SCOPE OF WORK, paragraph B. City Facility Collection.

3.3. Regular Residential Service and Frequency.

Contractor shall collect **Residential Refuse** and **Yard Waste** on a regular weekly basis. The **Contractor** will furnish a regularly scheduled weekly **Collection** service using modern,

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packer-type refuse **Collection** equipment approved by the **City Administrator** for servicing **Residential Units** contained in buildings housing six (6) or less **Residential Units** in the **City**.

3.4. Recycling Services.

The **Contractor** agrees to provide and furnish all labor, supervision, materials, permits, licenses and equipment necessary to provide weekly residential curbside recycling. Recycling program costs shall be included as part of the bid for the base fee. The **Contractor** shall provide to each **Residential Unit** a mobile container for **Recyclable Materials** approved by the **City Administrator**. **Recyclable Materials** include the following materials:

- 3.4.1. Newsprint
- 3.4.2. Magazines
- 3.4.3. Aluminum Beverage Cans
- 3.4.4. Steel/Tin Cans
- 3.4.5. Crude Grade Plastics 1, 2, 3, 4, 7
- 3.4.6. Cardboard

3.4.7. Materials may be added or deleted by mutual consent of the **City** and the **Contractor**.

3.5. Special Residential Pickup.

3.5.1. The **Contractor** will be required to provide a **Special Residential Pickup** each month for the **Collection** of **Bulky Rubbish** and other items not suitable for loading into packer type vehicles. The time for this **Collection** will be upon request of the individual **Customer** and will be paid for by the **Customer** at a maximum rate of \$15.00 per stop with a limit of 3 items per stop; EXCEPT as follows:

- Appliances – additional \$15 each
- Appliances, with refrigerant – additional \$25 each

3.5.2. The **Contractor** will be responsible for all aspects of the **Special Residential Pickup** service, including pickup scheduling and payment arrangements.

3.5.3. The type of equipment used for the **Special Residential Pickup** is subject to approval by the **City Administrator** and shall be such as to prevent leakage, spillage or blowing of any **Bulky Rubbish** collected.

3.6. Brush/Bulky Waste Collection.

In addition to other **Collection** requirements, the **Contractor** shall provide a special **Collection** service for **Brush/Bulky Wastes** and/or **Bundles** to all **Residential Units**, unless otherwise specified. **Contractor** agrees to collect such large objects and quantities of waste as described in definitions for **Brush**, **Bulky Waste**, and **Bundle**. As part of this **Collection**, natural Christmas trees without lights or decoration will be picked up the first two weeks in January each year, and disposed of in a proper landfill.

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3.7. Cleanup Day Collection; When.

The **Contractor** shall on three (3) days per calendar year, on dates selected by the **City Administrator** at a central location, collect unlimited **Residential Refuse** and **Bulky Waste**. This **Collection** service shall be in addition to the regularly scheduled **Collections** at no additional charge to the **City** or **Customer**.

3.8. Unusual Accumulations.

The **Contractor** may charge for the **Collection** of **Unusual Accumulations** as specified in Section 3.13.

3.9. Collection Schedule.

The **Contractor** shall prepare and submit for approval a **Collection Schedule** which will insure regular weekly **Collection** service. Adequate equipment, employees and materials shall be made available by the **Contractor** to start work on the date ordered by the **City Administrator** and to comply with the **Collection Schedule**. The **Collection Schedule** shall show the day of the week on which collection will be made at each **Residential Unit**. All regular **Collection Schedules** shall be made Monday thru Friday.

3.10. Number of Residential Units – Price Per Unit.

The parties agree the number of **Residential Units** on the **Effective Date** of this Contract is 3342, for which **Collection** service is to be provided under this **Contract**, is approximate and does not constitute a warranty or guarantee by the **City** as to the exact number to be serviced. Payment for each month's **Collection** service shall be determined by applying the **Agreed Residential Unit** price bid for **Collection** of **Residential Refuse** and **Yard Waste** per month per **Residential Unit**, to the actual number of **Residential Units** from which **Residential Refuse** and **Yard Waste** was collected during that month as adjusted each month and as determined by the **City Administrator**.

Agreed Residential Unit Price = \$13.80 per month for weekly Collection of Residential Refuse, Recyclable Materials, and Yard Waste for each Residential Unit.

3.11. Identification of Residential Units; City Clerk.

Contractor shall confer with the **City** clerk, or his designee, for purposes of resolving any question as to whether any particular **Residential Unit** is entitled to receive **Collection** services under this **Contract**.

3.12. Materials Furnished by the City.

Certain **Customer** informational materials such as schedules, regulations, violation tags, etc. shall be furnished by the **Contractor** to be distributed by the **City** as specified in the **Collection** specifications.

3.13. Scope of Work; additional.

The **City** and **Contractor** may, from time to time, agree to additional duties to be added the **Scope of Work** to be performed by the **Contractor** which shall be specified in detail on a "Schedule B – Additional Scope of Work" ("**Additional Scope of Work**") and then attached

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hereto, from time to time, and incorporated by reference. The parties hereto shall both show their agreement to the **Additional Scope of Work** by signing said **Schedule B**, as it is amended in writing from time to time.

3.14. Force Majeure.

Notwithstanding anything herein to the contrary, **Contractor** shall not be liable for the failure to perform its duties under the **Contract** if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of the **Contractor**.

4. Customer Service - Complaints.

4.1. Complaints Reported Daily and Resolved 24 Hours.

Each work day, the **Contractor** will contact the **City** to receive complaints received that day on **Contractor's** operations. **Contractor** shall also provide a phone number for **Contractor's Business Office** established in the **County** per section 5.10., and **Contractor** shall have an employee available to answer or reply to complaints left by **Customers** at said phone number during **Office Hours**. **Contractor** shall be required to notify **Customers** as soon as possible with respect to any change in service, **Collection Schedule**, delays or disruptions in **Collection** services, or change in **Residential Refuse** or **Yard Waste** accepted under the **Scope of Work**.

4.2. Complaints Resolved in 24 Hours.

Upon receipt of any complaint, the **Contractor** shall investigate and clear the complaint with the complainant within twenty-four (24) hours, and notify the **City** of the action taken on the next scheduled work day. The **Contractor** is to render service on Saturday for those missed **Collections** on Friday if the missed **Collection** is reported to **Contractor** Friday, and the **Collection** is not made on Friday.

In reporting the action of the processed complaints, such irregularities as late set-outs or violations should be noted to distinguish between valid and invalid accusations.

4.3. Complaints Not Resolved in 24 Hours; City Action, Penalties and Reimbursement.

Should the **Contractor** not render **Collection** service within twenty-four (24) hours after a missed **Collection** complaint is reported to **Contractor**, or his authorized representative, the **City Administrator** may make whatever arrangements are necessary, in his opinion, to provide the **Collection** service. For all such costs, charges and damages incurred by the **City**, together with the costs of completing the work, the **Contractor** agrees that **Contractor** and **Contractor's** surety shall be liable, and all such costs may be deducted from any monies due, or which may become due the **Contractor**. Furthermore, **Contractor** shall pay a penalty to the **City**, as follows:

- 4.3.1. Failure to clean up spilled refuse under Section 5.9., **Contractor** shall pay the **City's** cost of clean-up plus the sum of \$50.00 for each failure.

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- 4.3.2. Failure or neglect to clear complaints on the next scheduled work day as required by Section 4.3. **Contractor** shall pay the **City** the sum of One hundred dollars (\$100.00) for each failure.

4.4. Constant Customer Complaints.

The **City**, aided by the **Contractor**, will identify and contact **Customers** who are constant complainants to alleviate the condition causing the complaint.

5. Collection Specifications.

5.1. Materials to be Collected.

The **Contractor** agrees to provide and furnish all labor, supervision, material, permits, licenses and equipment necessary to provide **Refuse Collection** services for occupants of **Residential Units** within the **City**, as follows:

5.1.1. Discarded furniture including rugs, overstuffed furniture and other furniture, small appliances, bicycles, sleds, tools and comparable materials suitable for handling in packer type collection trucks and not exceeding the limitations as to weight, volume and size as described in the **RFP General Specifications**.

5.1.2. Scraps of building materials including lumber and other wood products, plaster, wallboard, tile and shingles and other similar small items wasted in the minor maintenance of a home, provided that such materials are placed in a disposable container and do not exceed the limitations as described in the **RFP General Specifications**.

5.1.3. Automobile parts of a commonly replaceable nature, including, but not limited to, spark plugs, brake shoes, filters, hoses, belts, shock absorbers and mufflers, provided that such materials are placed in a disposable container and do not exceed the limitations as described in the **RFP General Specifications**.

5.1.4. Tree stump chips when adequately bagged or boxed and not exceeding the weight limitations of 65 pounds.

5.1.5. **Yard Waste** and materials including grass clippings, weeds, bushes, brush clippings and branch clippings when sacked, bagged or securely bound in bundles. Christmas trees are not required to be cut or bundled. If **Yard Waste** paper bags are wet the **Contractor** agrees to **Contractor's** best efforts to pick up such wet **Yard Waste** bags, but is not required to pick up un-bagged or scattered **Yard Waste**.

5.1.6. **Bulky Rubbish** too large or too heavy to be loaded in packer trucks. Such **Bulky Rubbish** may include, but is not limited to large furniture, washers, dryers, stoves, refrigerators, televisions, bed mattress and springs. See also the requirements in Section 3.5. with respect to appliances.

5.1.7. Materials not to be collected will include large and excessive quantities of concrete, rubble and materials from remodeling, construction or demolition of buildings, dirt and any waste materials resulting from the operation of any business or enterprise,

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including, but not limited to, commercial and industrial establishments and businesses conducted in or from a residential dwelling unit, tires, batteries, motor oil and oil based paint.

5.2. Storage Containers.

5.2.1. Typical Residential Collection.

See **RFP**, Section I: Instructions to Contractors, Subsection 1. Scope of Work, paragraph A. Residential Collection, Subsection 18. Curbside Recycling Containers, and definition of "Polycart" in paragraph 1.18 of Section II: General Specifications ("Polycart").

5.2.2. Leased Containers (Compactors).

The **Contractor** may lease containers for waste storage to the owner or occupant of the **Residential Units**. In the event any such lease agreement is entered into; the **Contractor** shall lease the container at a rate approved by the **City**. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the **Contractor's** name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the **City** approved single color or color scheme.

5.3. Bulky Rubbish.

Contractor will pick up one (1) bulky item per month at each **Residential Unit** at no additional charge, provided, however, that all construction material that cannot fit in the **Polycart** shall be by a **Special Residential Pickup** as specified in Section 3.5., and carpet pieces shall be limited to 10 feet by 10 feet. In the event any **Customer** shall place any other items of **Bulky Rubbish** for **Collection** that are too large or otherwise unsuitable for containers in Section 5.2. or for loading into packer equipment, the **Contractor** will notify the **Customer** of the **Special Residential Pickup** arrangement required for these items as specified in Section 3.5..

5.4. Refuse Location and Disabled Customers.

Contractor shall collect **Refuse** placed within ten (10) feet of the front curb of each **Residential Unit**, with exception of **City** approved disability stops which may require **Contractor** to collect from an area further behind the curb as identified by the **City** and at no additional cost to the **City**.

5.5. Time of Collection.

No **Refuse** shall be collected, taken, removed or transported from any **Residential Unit** in the **City** except between the hours of 7:00 a.m. and 6:00 p.m. on the day scheduled for **Collection**. No regular **Collection** of any **Refuse** shall be made on any Saturday or Sunday, except as specifically provided for in this **Contract**. **Refuse** will be placed for **Collection** by the morning of **Collection** day before passage of the **Collection** truck. The **Contractor** shall not change the scheduled **Refuse Collection** day without prior written approval from the **City Administrator** or his designee, with the exception of holidays as provided in Section 5.6.

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5.6. Holidays.

The **Contractor** will not be required to work during six (6) holidays specified below, if such holidays fall on a weekday, but **Collection** shall be on the following day, even if that day is a Saturday. Holidays occurring on a Saturday or Sunday will not impact the collection schedule.

- 5.6.1. New Year's Day;
- 5.6.2. Memorial Day;
- 5.6.3. Labor Day;
- 5.6.4. Thanksgiving Day; and
- 5.6.5. Christmas Day.

5.7. Program Indoctrination.

5.7.1. The **Contractor** is reminded that he is an integral part of a continuing **City** service to which the citizen **Customers** are accustomed. Therefore, the **Contractor** will be expected to cooperate with the **City** and its citizen **Customers** in carrying out the basic task of **Collection** of all **Refuse** from **Residential Units**.

5.7.2. The **Contractor** and his representatives will make every reasonable effort to serve the **Customers** regardless of errors in **Customers Refuse** preparation. The **Contractor** will notify the **City** and the **Customer** of the **Customer's** repeated or gross mistakes.

5.7.3. The **City** will cooperate and encourage the **Customer** to comply with regulations by providing instructions, public relations and educational materials both general and specific. The **City** will also make personal contacts with violators as the need arises or as requested by the **Contractor**.

5.8. Schedules, Routes & Literature.

5.8.1. The **Contractor** shall submit a **Collection Schedule** for approval by the **City Administrator**. Such schedule shall be submitted within ten (10) days after it is requested by the **City**.

5.8.2. The **Contractor**, at his own expense, shall distribute, through the United States mail or by personal delivery, route **Collection Schedules** and **Refuse** regulations to each **Residential Unit** from which refuse is to be collected. Said information shall be delivered not less than ten (10) days prior to the beginning of **Collection** service.

5.8.3. **Contractor** shall furnish, at no charge, 5,000 educational fliers per year. Said fliers shall include information about the **Contractor's** services in the **City**, pick-up schedule for recyclables and bulky items, and **Contractor's** contact information. Said fliers are to be distributed to each residence. The **City** reserves the right to review and approve the information printed on flier. The **Contractor** may distribute to his **Customers** additional schedule and **Collection** information, provided it is identified as **City** information on **Collection** and approved by the **City Administrator**.

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5.9. Care, Diligence and Spillage.

5.9.1. The **Contractor** shall exercise all reasonable care and diligence in collecting **Refuse**. The **City** will encourage **Customers** to provide and to use suitable containers.

5.9.2. The **Contractor** must exercise due care so as to prevent spilling, scattering or dropping of **Refuse** through **Collection** activity and shall immediately, at the time of occurrence, clean up such spillage, dropping or scattering.

5.10. Business Office.

5.10.1. The **Contractor** shall establish and advise the **City Administrator** of the address of **Contractor's** business office ("**Business Office**") within Cass County, Missouri ("**County**"). That **Business Office** shall be equipped with internet capabilities with a valid email address, telephone, and is to be staffed by at least one person of authority, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday ("**Office Hours**"), through which communications may be made between the **City** and/or **Customer(s)** and the **Contractor**. The **Contractor** shall also provide the **City** with an emergency phone number where the **Contractor** can be reached outside of the required **Office Hours**.

5.10.2. The **Contractor** will be required to have an occupational license if such **Business Office** is located in the **City**.

5.10.3. The **Contractor** is not allowed to park and store vehicles in the **City**, but if the **Contractor** desires to do so, the **Contractor** will be required to park or store all **Refuse Collection** vehicles and equipment in areas approved for such operation by the **City Zoning Ordinance** and Code.

5.11. Employees.

5.11.1. **Contractor** shall prohibit the use of offensive language, illegal drugs, alcohol, and or any other substance that is deemed illegal and/or impedes **Contractor's** employee's ability to safely collect **Refuse** while on duty or in the course of performing their duties under this **Contract**.

5.11.2. **Contractor** shall employ an assign qualified personnel to perform **Refuse Collection** services. **Contractor** shall be responsible for ensuring that **Contractor's** employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

5.11.3. The **Contractor** shall require his employees to wear clothing which shall always be neat and clean as circumstances permit. Shirts must be worn at all times.

5.11.4. The **Contractor** shall give preference in employment to qualified residents of the **City** on all work to be performed by the **Contract**.

5.11.5. **Contractor's** Employees shall not trespass or loiter, cross property to adjoining premises, or meddle or tamper with property which does not or should not concern them.

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5.11.6. **Contractor** shall, upon request of the **City**, remove any employee from **Collection** who materially violates any provision of this **Contract**, or who is wanton, negligent, or discourteous in the performance of his/her duties.

5.12. Licensing and Background Information.

All of the **Contractor's** drivers and operators shall have and maintain all required federal and Missouri driver's licenses. Verification of proper licenses for each driver and operator shall be filed annually with the **City** and a list of such drivers and operators and their respective licenses shall be kept by the **Contractor** in its **Business Office** and subject to a reasonable review and inspection from time to time by the **City**.

5.13. Disposal Sites.

5.13.1. Collected **Garbage** and **Refuse** shall be transported by the **Contractor** to approved state licensed disposal sites for the type of **Residential Refuse** delivered, in accordance with all applicable federal, state and local laws regarding the hauling and disposal of **Refuse**. Prior to the **Start Date Contractor** will identify and notify the **City** of **Contractor's** primary disposal site, and at least one alternate disposal site in the event **Contractor's** primary site is unavailable for any reason. Such disposal sites shall be pre-approved by the **City Administrator**.

5.13.2. The **Contractor** shall pay all disposal fees, charges, or costs. The **Contractor** will be totally responsible for his own **Collection** and supervisory equipment while operated on any disposal site.

5.13.3. The **Contractor** shall provide a primary and alternate designated disposal location, pre-approved by the **City Administrator**.

5.14. Collection Trucks.

The **Contractor** agrees to use well-maintained leakproof, enclosed truck bodies for all regularly scheduled **Refuse Collection**.

5.14.1. The **Contractor** shall provide and maintain, during the entire period of this **Contract**, a fleet of packer **Collection** vehicles sufficient in number and capacity to efficiently perform the **Scope of Work**. **Contractor** shall provide evidence to the **City Administrator** of **Contractor's** ability to furnish vehicles and personnel under breakdown and layoff conditions.

5.14.2. Each **Collection** vehicle shall be kept in a sanitary condition at all times and to ensure compliance herewith, the **City** reserves the right to inspect the **Contractor's Collection** vehicles at any time to ascertain said sanitary condition.

5.14.3. The **Contractor** shall keep his trucks well painted and washed. Vehicles shall be completely washed at least once a week, weather permitting.

5.14.4. Each truck, at all times, shall be equipped with a shovel and a broom or rake, intended for collection of spilled refuse.

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5.14.5. The **Contractor** shall keep the **City Administrator** informed as to the storage location of his **Collection** vehicles so that regular inspections of vehicles can be made.

6. Performance Bond.

6.1. The **Contractor** shall furnish a **Performance Bond or Letter of Credit** to the **City** in the amount specified, executed by a surety or bank; guaranteeing the faithful performance of the **Contract**; guaranteeing the payment of all lawful claims when they become due for all labor, mechanics, equipment, tools, and materials used in the work; for the period of time as prescribed by the **Performance Bond**.

6.2. The amount of the **Performance Bond or Letter of Credit** shall be the sum of Two Hundred Fifty Thousand (\$250,000.00) dollars. If the **Contract** is renewed, a **Performance Bond or Letter of Credit** in the amount stated above shall be furnished for this renewal period and each subsequent renewal period.

6.3. The premium for the bonds described herein shall be paid by the **Contractor**. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the **City** with the bond on an annual basis.

7. Payment for Contractor's Services.

The **City** will bill the **Customers** and pay the **Contractor** on a monthly basis for the performance of the **Scope of Work**, within 30 days of Contractor's invoice if all conditions of this **Contract** are fulfilled. The payment process may be reviewed at the request of either party, and revised by agreement of both parties after the first quarter of 2018.

7.1. The **Contractor** agrees the **Agreed Residential Unit Price** includes overhead and profit, taxes, and compensation to any employees, subcontractors and suppliers, such **Agreed Residential Unit Price** shall not be subject to escalation or change, and all applicable federal, state, and local taxes of every kind and nature applicable to the **Scope of Work** are included in the **Agreed Residential Unit Price**.

7.2. Payment for **Additional Scope of Work**, if any, shall be made as agreed and specified in **Schedule B – Additional Scope of Work** as referenced in Section 3.13.

8. Acceptance and Term of Contract.

8.1. Start Date, Term.

If this **Contract** is accepted, **Contractor** agrees that **Contractor** shall commence the **Scope of Work** following **City's** signed acceptance of this **Contract**, on January 1, 2018, provided **Contractor** has furnished to **City** all **Performance Protection Documents** specified in this **Contract**. The terms of this **Contract** shall commence at 12:01 A.M. January 1, 2018 ("Start Date"), and expire at 11:59 P.M. December 31, 2020, unless terminated for cause as specified in this **Contract**. If the **Contractor** has not provided the **City** the required **Performance Protection Documents**, then **Contractor** shall begin performance of the **Scope of Work** on the date set forth in writing by the **City Administrator**. In the event the **Contractor**

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shall fail to provide such **Performance Protection Documents** by December 22, 2017, the City shall have the right to immediately terminate this **Contract**.

8.2. Options to Extend Term of Contract.

Contractor may offer to renew the **Contract** at the end of the initial three (3) year term herein, by giving written **Notice** to the **City** on or before April 30 of the last year of the **Contract**, or on or before April 30 of any one (1) year extension ("**One-Year Extension**") provided in this Section 8. (the "**Renewal Offer**"). The **City** will allow **Contractor** to renew for no more than three (3) one-year optional years. The **City** may accept or decline the **Renewal Offer** in the **City's** sole discretion.

8.2.1. Contractor Renewal Offer; Process.

If **Contractor** makes a valid **Renewal Offer** and the **City** acknowledges its interest in a **One-Year Extension** with **Contractor**, then the terms of such **One-Year Extension** shall be negotiated between the parties. If the **Contractor** and the **City** fail to reach an agreement on the new terms for the **One-Year Extension** by June 30 of that year, the **City** may declare that the **Contract** or any **One-Year Extension** shall expire at 11:59 p.m., December 31 of that year ("**End Date**").

8.2.2. Contractor Renewal Offer; City Declines.

If the **City** declines a **Renewal Offer**, then the terms of this **Contract** or any **One-Year Extension** shall terminate on the **End Date**.

8.3. Examination of the Site of the Work.

By signing of this **Contract**, the **Contractor** represents that **Contractor** has carefully examined the **Collection** area, specifications and all other **Contract Documents** and the **Contractor** is fully informed concerning the requirements of the **Contract**, the physical conditions to be encountered in the **Scope of Work** and the character, quality and the quantity of services to be performed and of materials and equipment to be furnished. The **Contractor** will not be entitled to additional compensation if **Contractor** subsequently finds that conditions require methods or equipment other than that anticipated by **Contractor** in making his **Contractor's Proposal**. Negligence or inattention of the **Contractor** in determining site conditions prior to signing the **Contract**, in any phase of his performance of **Scope of Work**, shall NOT be grounds for additional compensation by the **City**.

8.4. Contract Approval.

This **Contract** is of the nature which will require approval of the **City Board of Aldermen**.

8.5. Performance Bond and Insurance.

Coincident with the execution of the **Contract**, the **Contractor** shall furnish a **Performance Bond or Letter of Credit** and insurances acceptable to the **City** attorney or **City Administrator** in accordance with the requirements of Sections 6. and 12.

Trash Services Contract

9. Termination.

9.1. Termination for Cause.

If at any time **Contractor** shall fail to substantially perform terms, covenants or conditions set forth in the **Contract**, the **City** shall give **Notice** to **Contractor**, as provided in Section 17., of specific reasons in support of **City's** claim that **Contractor** has substantially breached the terms and provisions of the **Contract**. **Contractor** shall be allowed a fifteen (15) day period ("**Remedy Period**") from the date of receipt of said **Notice** from **City** to remedy any failure to perform. Should **City** deem the failure to perform remedied, no hearing shall be held. Should **Contractor** fail to remedy **Contractor's** performance within the **Remedy Period**, **Contractor** shall meet with the **City Administrator** within three (3) business days to explain **Contractor's** failure to perform. At such meeting with the **City Administrator**, if **Contractor's** failure to perform continues and the **City Administrator** is unsatisfied with **Contractor's** explanation and plan to remedy the failure to perform, the **City Administrator**, at his/her sole discretion, may demand a public hearing before the **Board of Aldermen** ("**Public Hearing**").

A **Notice** shall be sent to **Contractor** no earlier than ten (10) days before the **Public Hearing** is scheduled. The **Notice** shall specify the time and place of the **Public Hearing** and shall include the specific reasons in support of **City's** claim that **Contractor** has substantially breached the terms and provisions of the **Contract**. At said **Public Hearing** the **Contractor** shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against **Contractor** in the aforesaid **Notice**. If, after said **Public Hearing**, the **Board of Aldermen** makes a finding that **Contractor** has failed to provide adequate **Refuse Collection** service for the **City** or has otherwise substantially failed to perform **Contractor's** duties under the **Contract**, the **Board of Aldermen** may terminate the **Contract**.

9.2. Notice and Process for Termination

The **City Administrator** shall give **Notice**, as provided in Section 17., for any such failures to perform under this Section 9., and the **City** shall have the following rights, in addition to any other remedies described in this **Contract** or the **RFP**.

9.2.1. Costs, Charges, Damages for Failure to Perform.

For all costs, charges and damages incurred by the **City** for any failure to perform under Section 9., together with the costs of completing the **Scope of Work**, the **Contractor** agrees that **Contractor**, and **Contractor's** surety shall be liable, and all such costs may be deducted from any monies due or which may become due the **Contractor**.

9.2.2. City May Perform Contract or Contract with Others, When.

In addition to any such costs, charges and damages described in this Section 9., if the **Contractor** or **Contractor's** surety within ten (10) days after such **Notice** herein, does not proceed to take over and complete the **Scope of Work** under the orders of the **City Administrator**, then the **City Administrator**, because of such failure to perform under Section 9., shall have full power and authority, without violating the **Contract** or **Performance Bond**, to take over the completion of the **Scope of Work**, to enter into agreements with other providers for the completion of said **Scope of Work** according to the

Trash Services Contract

terms and provisions herein, or to use such other methods as in the **City Administrator's** opinion, may be required for the completion of this **Contract** in an acceptable manner (collectively "**Alternate Methods**"). Furthermore, after the issuance by the **City** of its notice of intention to terminate the **Contract**, the **Contractor** shall not remove from the **City**, any of the equipment normally used in this **Contract** work process until arrangements to continue the **Scope of Work**, by agreement, by the surety or otherwise, have been completed by the **City**. In case such expense for **Alternate Methods** exceeds the sum, which would have been payable under the **Contract**, the **Contractor** and his surety shall be liable, in addition to any other remedy at law or equity the **City** may have, to pay the **City** the amount of said excess.

9.3. Contractor Fails to Comply with Contract Terms.

Contractor agrees that in the event of failure to comply with the terms and conditions of this **Contract** **Contractor** shall be considered in default and this **Contract**, at the option of the **City**, shall terminate. Failure of the **City** to declare this **Contract** terminated upon default of **Contractor** for any of the reasons set out by the **City** shall not operate to bar, destroy, or waive the right of the **City** to terminate this **Contract** by reason of any subsequent violation of the terms hereof.

9.4. Termination of Contract; Removal of Contractor's Property.

Upon any termination of this **Contract**, whether by lapse of time or otherwise, the **Contractor** shall immediately cease performing the **Scope of Work**, unless otherwise directed by the **City**. In the event that **Contractor** leaves or abandon's any of its equipment, tools, or supplies ("**Contractor's Property**") in the **City** right-of-way, on **City** property, or upon the property of a resident of the **City**, the **City** shall have the right to immediately place **Contractor's Property** in storage at the expense of and for the account of **Contractor**, all without further demand or notice to **Contractor** and without being liable to prosecution or any claim for damages with or without due process of law. The **Contractor** will remove all of **Contractor's Property** from **City** right-of-way, that is on **City** property, or is upon the property of a resident of the **City** by the last day of the term or upon any termination of the **Contract**, except as specified under Section 9.2.2..

9.5. Non-Appropriation of City Funds; Termination.

In the event no funds or insufficient funds are appropriated and budgeted by the **Board of Aldermen** for the continuation of this **Contract** in any fiscal period in which payments are due under this **Contract**, then the **City** shall, in writing, notify **Contractor** of such occurrence and the **Contract** shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the **City**.

10. Default by Contractor – Remedies of City.

All rights and remedies of the **City** enumerated in this **Contract** shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this **Contract** provided, the **City** shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this **Contract**.

Trash Services Contract

10.1. Default.

In addition to the defaults described in Section 9., the occurrence of any of the following circumstances shall constitute a material default and breach of this **Contract** by **Contractor**:

10.1.1. The filing by or against **Contractor** of a petition to be adjudged bankrupt;

10.1.2. The filing by **Contractor** of a petition for reorganization, arrangement, or other relief under any law relating to bankruptcy or the taking advantage of any insolvency law; or,

10.1.3. The appointment of a receiver or trustee to take possession of substantially all of the assets of **Contractor**.

10.2. Remedies.

Upon the occurrence of any of the circumstances of default as set forth in this Section and for so long as the same shall continue to exist, **City** may hold and/or declare **Contractor** in breach of this **Contract** by giving written notice thereof: whereupon, **City** shall have any and all rights of recovery which may be available through procedures at law or in equity, in addition to any rights and remedies described in Section 9..

10.3. City's Legal Act No Waiver of Failure of Performance.

The liability and/or responsibility of **Contractor** for the performance of the compliance with the **Contract** shall not be waived, released, discharged, or terminated by service of any notice or demand upon **Contractor**, the institution of legal proceedings, or any other legal act by **City** which may result in the termination of the **Contract** unless specifically stipulated in writing by **City** to the contrary or decreed by a court of competent jurisdiction.

11. Reports, Books and Records.

11.1. Contractor's Reports.

The **Contractor** shall provide the **City** such reasonable reports, requested by the **City Administrator**, concerning **Contractor's** performance of the **Scope of Work** and handling of **Customer** complaints.

11.2. Books and Records.

The **City**, to the extent permitted by law, and **Contractor** agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of the **Contract**. Such books and records shall be made available at any time during business hours for inspections by the other party, at the inspecting party's expense, upon reasonable advance notice.

12. Insurance.

The insurance ("Insurance") described in this Section shall be considered part of the **Performance Protection Documents**.

Trash Services Contract

12.1. Contractor to Maintain General Liability Insurance.

Contractor shall procure and maintain in force, without cost or expense to **City**, on or before the commencement date of the **Contract** and throughout the **Contract** term, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the performance of this **Contract** with liability limits specified in the **Minimum Limits**. **City** shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without thirty (30) days prior written notice to **City**. **Contractor** shall provide **City** with a certificate or certificates of such insurance within ten (10) days of the execution of this **Contract**, or prior to the **Start Date**, whichever comes first.

All policies of insurance herein shall be in a form and from a company or companies approved by the **City**, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or cancelled by the insurer during its term without first giving 30 days advance written notice to the **City**.

12.2. Contractor to Maintain Workmen's Compensation and Employee Liability Insurance.

This insurance shall protect the **Contractor** against all claims under Workmen's Compensation Law. The liability limits shall not be less than the legal Statutory Amount under Missouri law.

12.3. Contractor to Maintain Motor Vehicle Liability Insurance.

This insurance shall be written in comprehensive form and shall protect the **Contractor** against all claims for the operations of all motor vehicles, whether they are owned or non-owned. The combined bodily injury and property damage liability limits shall not be less than the **Minimum Limits**.

12.4. Contractor to Maintain Insurance to Protect Its Interests, Generally.

Contractor, at its sole cost and expense, shall obtain and maintain such insurance as **Contractor** deems necessary in order to protect its interest, employees, equipment and property in connection with **Contractor's** performance of this **Contract**. The **City** shall have no responsibility or obligation whatsoever to provide **Contractor** with any insurance or policies of indemnity in connection with **Contractor's** performance of this **Contract**, and shall not be responsible for any damage, loss or injuries with respect to **Contractor's** interest, employees, equipment and property in connection with **Contractor's** performance of this **Contract**.

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Trash Services Contract

12.5. Minimum Limits of Insurance (“Minimum Limits”).

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law
Comprehensive and General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$500,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Property Damage	\$500,000	\$1,000,000

13. Contractor’s Is an Independent Contractor.

It is understood and agreed that the intention of the parties is that **Contractor** is an independent contractor. Furthermore, this **Contract** does not cause **Contractor** to be an employee, agent, or partner of **City** for any reason whatsoever. **Contractor** also hereby agrees that he/she/it is solely responsible for their acts and the acts of **Contractor’s Agents** while **Contractor** is engaged in the performance of services under this **Contract**.

14. Hold Harmless and Contractor Indemnification.

Contractor shall indemnify and hold harmless the **City** and **City Staff**, its agents, officers, and representatives from all loss, damages, and against all claims, demands, causes of action, suits, attorney’s fees, court costs, judgments or liability of any nature including, but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising directly or indirectly out of with the performance by **Contractor**, its agents, subcontractors, servants, employees (collectively “**Contractor’s Agents**”), under this **Contract** or by reason of any negligence, act or omission of **Contractor** or **Contractor’s Agents**.

15. Contractor Shall Notify City of Name Change.

Contractor agrees to notify the **City**, in writing, within thirty (30) days of any change of **Contractor** name specified on this **Contract**. If such a change occurs, the **City**, at its sole discretion, may terminate the **Contract** in effect and require execution of a new **Contract** with the **Contractor** under the changed name.

16. Equal Employment/Affirmative Action/Non-Discrimination.

In the event of a breach of any of the non-discrimination or equal opportunity covenants, the **City** shall have the right to terminate this **Contract**.

Trash Services Contract

16.1. Equal Employment Opportunity.

The **Contractor** will not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or group of persons in any manner.

16.2. Non-Discrimination.

Contractor, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person, on the grounds of race, color, sex or national origin, shall be excluded from participation or denied the benefits of, or be otherwise subjected to discrimination in the performance by **Contractor** of this **Contract**. **Contractor** further agrees to furnish all services required by this **Contract** on a fair, equal and not unjustly discriminatory basis to all users thereof.

The parties hereto understand and agree that the **City** may, from time to time, be required by the United States Government, the State of Missouri or its agencies to adopt additional or amended provisions, including discrimination provisions, concerning the performance of this **Contract** and **Contractor** agrees that it does adopt such requirements as a part of this **Contract**.

17. Notices.

All notices to be given to either party under this lease shall be given by personal delivery or, except as herein otherwise expressly provided, shall be in writing and shall be sent by certified mail, return receipt requested, to the proper business address of both parties. The effective date of service of any such notice shall be the date such notice is deposited with the United States Postal Service as first-class mail to **Contractor** or to the **City**.

17.1. City:

Notice to **City** shall be properly addressed to:

City of Harrisonville
Attn: City Administrator
300 East Pearl Street
Harrisonville, MO 64701,

or such other address as **City** may designate in writing to **Contractor**.

17.2. Contractor:

Notice to **Contractor** shall be properly addressed to:

Municipal Waste Services LLC
c/o Bryan Moore, Manager
2606 Rock Haven Road (address)
P.O. Box 1010
Harrisonville, MO 64701, (city, state, zip)

or such other address as **Contractor** may designate in writing to **City**. Hand or personal delivery

Trash Services Contract

to **Contractor's Business Office** during **Office Hours** shall be considered a **Notice** effectively delivered on the day of delivery. If the **Contractor's Business Office** is not open during **Office Hours** as required in Section 5.10., the **City** may leave the **Notice** attached to the **Contractor's Business Office** door, and such attachment of the **Notice** shall be considered effective delivery.

18. Authority to Sign.

Contractor and **City** each represent and warrant to the other that the person or entity signing this **Contract** on behalf of such party is duly authorized to execute and deliver this **Contract** and to legally bind the party on whose behalf this **Contract** is signed to all of the terms, covenants and conditions contained herein. **Contractor** shall remain during the **Contract** term in good standing under the Laws of the State in which it was organized and affirms **Contractor** is duly qualified to do business in the State of Missouri.

19. Miscellaneous.

19.1. Sovereign Immunity.

Contractor hereby agrees that the **City** has not, and does not, waive any immunities or exemptions, or sovereign immunity, to which the **City and City Staff**, its officers and employees, are entitled by law.

19.2. Cooperate to Accomplish Purpose:

The parties hereto shall cooperate to accomplish the intended purpose of this **Contract**, including but not limited to, the signing and endorsement of any document or writing of any type whatsoever necessary to accomplish the intended purpose of this **Contract**.

19.3. City Not Liable for Delay.

It is further expressly agreed that in no event shall the **City** be liable or responsible to the **Contractor** or to any other person, making a claim based of the **Contractor's** performance or non-performance, for or on account of any stoppage or delay in the **Scope of Work** herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the **City** has no control.

19.4. Taxes.

Contractor shall pay all applicable federal, state, and local taxes.

19.5. Permits.

Before starting work, the **Contractor** shall obtain and pay for all necessary permits and licenses whether issued by State, County or **City**, and furnish proof of issuance, all as required for the work under this **Contract**.

19.6. Assignment and Modification.

Contractor shall not assign, transfer, sublet, exchange or encumber this **Contract**, or any part thereof or the **Scope of Work**, without the express written consent of the **City**. This **Contract** and the attachments hereto shall not be modified or amended in any way, except if done

Trash Services Contract

in writing, and signed by both the **City** and the **Contractor**. Provided, further, the **City Administrator's** written approval of the **Contractor** subletting or subcontracting work shall not be construed as making the **City** a part of such subcontract. No subcontract shall under any circumstances relieve the **Contractor** or **Contractor's** surety of **Contractor's** liability and obligation under the **Contract**, and all transactions will be made through the **Contractor**. Subcontractors will be recognized and dealt with only as workmen and representatives of the **Contractor** and as such shall be subject to the same requirements of character and competence as set forth in the Section 2.2. entitled, "Character of Workmen and Work".

19.7. Compliance with Laws.

Contractor shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the **Contract**, and save harmless the **City** for or on account of all charges or damages for non-observance thereof. **Contractor** shall be held responsible for all violations of the law for any cause in connection with the **Scope of Services**.

19.8. Familiarity with Laws and Ordinances.

The signing of this **Contract** for the **Scope of Services** shall be considered as a representation that the **Contractor** is familiar with all Federal, State and Local laws, ordinances and regulations which affect those engaged or employed in the **Scope of Services**, or equipment used in the work, or which in any way affect the conduct of the **Scope of Services**, and no plea or misunderstanding will be considered on account of ignorance thereof. If the **Contractor** discovers any provision in the specifications, or **Contract Documents** which are contrary to, or inconsistent with any law, ordinance, or regulation, he shall report it to the **City Administrator** in writing without delay.

19.9. Business License.

The **Contractor** shall have and maintain during the term of the **Contract** a business license from the **City**.

19.10. Contractor's Bankruptcy.

If **Contractor** shall be adjudged bankrupt or file any proceedings under any bankruptcy law or become insolvent; then **City**, or **City's** authorized agent, may, at their option, immediately terminate this **Contract**. Notwithstanding such **Contract** termination by **City**, **Contractor** shall nevertheless remain liable to **City** for the terms and conditions of this **Contract**. This **Contract** shall not, nor shall any interest therein, be assignable as to the interest of the **Contractor** by operation of the law, nor included as an asset in **Contractor's** bankrupt estate.

19.11. Headings; Construction.

The headings that have been used throughout this **Contract** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Contract**. Words of any gender used in this **Contract** shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this **Contract** shall refer to the entire **Contract** and not to any particular provision or section. Except as otherwise specified in the

Trash Services Contract

Contract Documents, if the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end at 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or legal holiday.

19.12. Attorney's Fees.

Should it become necessary for the **City** to employ an attorney or any form of local law enforcement to enforce any of the conditions herein, **Contractor** agrees to pay all expenses so incurred, including all reasonable attorney fees, court costs, and enforcement expenses related to litigation.

19.13. Invalidity or Severability.

If any one or more of the provisions of this **Contract**, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this **Contract** and all other applications of any such provision shall not be affected thereby.

19.14. Waiver.

No waiver of any default by **Contractor** hereunder shall be implied for any omission by **City** to take any action on account of such default if such default persists or is repeated. One or more waivers of any covenant, term or condition of this **Contract** by **City** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19.15. Governing Law.

The **Contract** shall be governed by and construed under the Laws of the State of Missouri.

19.16. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. Every reference in this **Contract** to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

19.17. Time of Essence

Time shall be of the essence in the performance of each and every covenant by **Contractor** pursuant to the terms of this **Contract**. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

19.18. Entire Contract

This **Contract** contains the entire agreement between the parties. All promises, representation, understandings, agreements, and prior agreements are merged herein and superseded hereby. No amendment or modification of this **Contract** shall be valid or binding unless reduced to writing and signed by the parties hereto. Furthermore, no verbal agreement or conversation with any officer, agent or employee of the **City** or **City Staff**, either before or after execution of the **Contract** shall affect or modify any of the terms or obligations contained in the

Trash Services Contract

Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

19.19. Counterparts.

To facilitate execution, this **Contract** may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

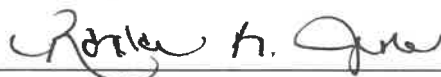
IN WITNESS WHEREOF, The Parties have executed this agreement in multiple counterparts, on the date and year below the party's name, each of which shall be considered and construed an original.

City of Harrisonville,
a Missouri municipal corporation


By: Happy Welch, City Administrator

Date: 11/22/2017

Attest City Clerk:

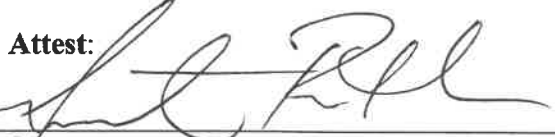

By: Randall Jones

Date: 11-22-17

Contractor:
Municipal Waste Services LLC, a limited liability company of the State of Missouri


By: Bryan S. Moore, Manager

Date: 11/28/2017

Attest:

By: Justin Roth, Supervisor

Title: _____

Date: 11/28/2017

OPERATING AGREEMENT
OF
MUNICIPAL WASTE SERVICES, LLC
A LIMITED LIABILITY COMPANY

This Operating Agreement of Municipal Waste Services LLC, a limited liability company organized pursuant to the Missouri Limited Liability Company Act, is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

ARTICLE I

DEFINITIONS

For purposes of this Company Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1. **Act** - This Missouri Limited Liability Company Act and all amendments to the Act.

1.2. **Additional Member** - A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

1.3. **Adjusted Capital Account Deficit** - With respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1i) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

1.4. **Admission Agreement** - The Agreement between an Additional Member and the Company described in Article XIII.

1.5. **Articles** - The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.

1.6. **Assignee** - A transferee of a Membership Interest who has not been admitted as a Substituted Member.

1.7. **Bankrupt Member** - A Member who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

1.8. **Business Day** - Any day other than Saturday, Sunday or any legal state holiday observed in Missouri when state offices are closed.

1.9. **Capital Account** - The account maintained for a Member determined in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(iii) In the event all or a portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the Assignee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Account are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Member), are computed in order to comply with such Regulations, the Manager may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this

Agreement not to comply with Regulations Section 1.704-1(b).

1.10. **Capital Contribution** - The amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company by a Member.

1.11. **Code** - The Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

1.12. **Company** – Municipal Waste Services LLC, a limited liability company formed under the laws of Missouri, and any successor limited liability company.

1.13. **Company Agreement** - This Operating Agreement including all Admission Agreements and amendments adopted in accordance with the Company Agreement and the Act.

1.14. **Company Liability** - Any debt or obligation for which the Company is liable or which is secured by any Company Property.

1.15. **Company Minimum Gain** - An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with Section 704 of the Code, the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

1.16. **Company Nonrecourse Liability** - A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in Section 1.752-2 of the Regulations) with respect to the liability.

1.17. **Company Property** - Any Property owned by the Company.

1.18. **Depreciation** - An amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset, except that if the Gross Asset Value of an

asset differs from its adjusted basis for federal income tax purposes at the beginning of a fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

1.19. **Distribution** - A transfer of Property to a member on account of a Membership Interest as described in Article IX.

1.20. **Disposition (Dispose)** - Any sale, assignment, transfer, exchange, mortgage, pledge, grant hypothecation, or without limitation other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.21. **Dissociation** - Any action which causes a Person to cease to be Member as described in Article XII hereof.

1.22. **Dissolution Event** - An event, the occurrence of which will result in the dissolution of the Company under Article XIV unless the Members agree to the contrary.

1.23. **Effective Date** – July 13, 2016.

1.24. **Gross Asset Value** - Any asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Manager, provided that the initial Gross Asset Values of the assets contributed to the Partnership pursuant to Article VIII hereof shall be as set forth in such Article.

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (a) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Property as consideration for a Membership Interest; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Manager.

(iv) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subparagraph (iv) to the extent the Manager determines that an adjustment pursuant to Subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Subparagraph.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to this Paragraph, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.25. **Immediate Family** - A Member's Immediate Family includes the Member's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

1.26. **Initial Capital Contribution** - The Capital Contribution agreed to be made by the Initial Members as described in Article VIII.

1.27. **Initial Members** - Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Company Agreement.

1.28. **Majority** - The affirmative vote or consent of Members described as a "Majority" in Article VI hereof.

1.29. **Member** - An Initial Member, an Additional Member or a Substitute Member.

1.30. **Member Minimum Gain** - An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable year. Notwithstanding any provision to the contrary herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with Section 704 of the Code the Regulations issue thereunder, as the same may be issued and interpreted from time to time.

1.31. **Member Nonrecourse Liability** - Any Company Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under Section 1.752-2 of the Regulations because, for example, the Member or Related Person is the creditor or a guarantor, as set forth in Section 1.704-2(i)(3) of the

Regulations.

1.32. **Membership Interest** - The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

1.33. **Net Profits and Net Losses** - An amount equal to the Company's taxable income or loss, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Paragraph shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.24(ii) or Section 1.24(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation computed in accordance with this Agreement;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provisions of this Paragraph, any items which are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof shall be determined by applying rules analogous to those set forth in (i) through (vi) above.

1.34. **Nonrecourse Liabilities** - Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

1.35. **Notice** - Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to any member of the Manager in care of the Company at the address of the Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in the Company Agreement unless the Member has given the Company a Notice of a different address.

1.36. **Offsettable Decrease** - Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under Sections 704(e)(2) or 706 of the Code or under Section 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to make to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which the such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

1.37. **Organization Expenses** - Those expenses incurred in the organization of the Company including the costs of preparation of the Company Agreement and Articles.

1.38. **Permitted Transferee** - Any member of the Member's Immediate Family, or a trust established by a Member for the benefit of the Member or the Member's Immediate Family.

1.39. **Proceeding** - Any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

1.40. **Property** - Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.41. **Regulations** - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

1.42. **Related Person** - A person having a relationship to a Member that is described in Section 1.752-4(b) of the Regulations.

1.43. **Sharing Ratio** - With respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's Capital Account and the denominator is the total of all Capital Accounts of all Members and Assignees.

1.44. **Substitute Member** - An Assignee who has been admitted to all of the rights of membership pursuant to the Company Agreement.

1.45. **Taxable Year** - The taxable year of the Company as determined pursuant to Section 706 of the Code.

1.46. **Taxing Jurisdiction** - Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

ARTICLE II

FORMATION

2.1. **Organization** - The Members hereby organize the Company as a Missouri limited liability company pursuant to the provisions of the Act.

2.2. **Agreement** - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3. **Name** - The name of the Company Municipal Waste Services LLC, and all business of the Company shall be conducted under that name or under any other name.

2.4. **Effective Date** - The Company Agreement shall become effective upon the filing and acceptance of the same with the Secretary of State of Missouri.

2.5. **Term** - The Company shall be dissolved and its affairs wound up in accordance with the Act and the Company Agreement by action of the members.

2.6. **Registered Agent and Office** - The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Manager, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State.

2.7. **Principal Office** - The Principal Office of the Company shall be located at:

17251 NE County Road 43, Archie, Missouri 64725.

The Manager may, from time to time, change the location of the Principal Office of the Company.

ARTICLE III

NATURE OF BUSINESS

3.1. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

ARTICLE IV

ACCOUNTING AND RECORDS

4.1. **Records to be Maintained** - The Company shall maintain the following records at the Principal Office:

4.1.1. A current list of the full name and last known business address of each Member set forth;

4.1.2. A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Articles has been executed;

4.1.3. Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

4.1.4. Copies of the Company Agreement, including all amendments thereto;

4.1.5. Financial statements of the Company for the three most recent years;

4.1.6. A writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

4.1.6.1. the amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

4.1.6.2. any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; and

4.1.6.3. any events upon the happening of which the Company is to be dissolved and its affairs wound up.

4.2. **Reports to Members -**

4.2.1. The Manager shall provide reports at least annually to the Members at such time and in such manner as they may determine reasonable.

4.2.2. The Manager shall provide all Members with those information returns required by the Code and the laws of any state.

4.3. **Accounts** - The Manager shall maintain a record of Capital Account for each Member in accordance with Article VIII.

ARTICLE V

NAMES AND ADDRESSES OF MEMBERS

5.1. The names and addresses of the Initial Members are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS

6.1. **Management Rights** - All Members who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Members. The following actions require the consent of Majority of the Members:

6.1.1. any amendment to this Company Agreement,

- 6.1.2. the admission of Assignees as Members,
- 6.1.3. the continuation of the Company after a Dissolution Event,
- 6.1.4. the purchase or sale by the Company of an interest in real property, the merger or consolidation of the Company with another entity, or the sale of substantially all the assets of the Company,
- 6.1.5. incurring debt in excess of \$10,000.00.

6.2. **Majority** - Whenever any matter is required or allowed to be approved by a Majority of the Members or a Majority of the Remaining Members under the Act or the Company Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of Members having Sharing Ratios in excess of one half of the Sharing Ratios of all the Members entitled to vote on a particular matter. Dissociated Members shall not be considered Members entitled to vote for the purpose of determining a Majority.

6.3. **Meetings of Members -**

6.3.1. **Annual Meetings of Members** - All annual meetings of the Members for the election of Managers and such other business as may properly come before the meeting shall be held on the second Tuesday of March of each calendar year at 10:00 a.m. Central time, or on another date and at another time fixed from time to time, by or on behalf of the Manager, and at the place designated by or on behalf of the Manager and stated in the notice of meeting or in a duly executed waiver of notice thereof.

6.3.2. **Special Meetings** - Special meetings of the Members may be called by the Manager or the holders of not less than 10% of the Sharing Ratio entitled to vote on any issue proposed to be considered at the meeting. Special meetings of Members may be held at the times, dates and places designated by the Member and set forth in the notice of meeting required pursuant to Section 3.3 of this Article. A meeting properly requested by a Member shall be called for a date not less than 10 nor more than 60 days after the request is properly made by the Member requesting the calling of the meeting. Only business within the purpose or purposes described in the notice required by Section 3.3 may be conducted at a special meeting of Members.

6.3.3. **Notice of Meetings** - A written notice of each meeting of Members shall be given to each Member entitled to vote at the meeting at the address on the Membership Interest transfer records of the Company, not less than ten nor more than 60 days before the date of the meeting by the persons calling the meeting. The notice shall state the date, time and place of the meeting and, in the case of a special Members' meeting, the purpose or purposes for which the meeting is called. If a Members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date,

time or place is announced at the meeting before an adjournment is taken.

6.3.4. **Waiver of Notice** - Members may waive notice of a meeting before or after the date and time specified in the written notice of meeting. All waivers of notice must be in writing, be signed by the Member entitled to the notice and be delivered to the Company for inclusion in the appropriate records. Neither the business to be transacted at, nor the purpose of, a Members' meeting must be specified in a written waiver of notice. Attendance of a person at a meeting shall constitute a waiver of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

6.3.5. **Quorum** - Members holding Sharing Ratios exceeding 50% entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for action on that matter at a meeting of Members. If a quorum is not present or represented at a meeting of Members, the holders of Sharing Ratios exceeding 50% of the Sharing Ratios represented at the meeting, and who would be entitled to vote at a meeting if a quorum were present, may adjourn the meeting from time to time. Once a quorum has been established at a meeting, the subsequent withdrawal of Members, so as to reduce the Sharing Ratios entitled to vote at the meeting below the amount required for a quorum, shall not affect the validity of all actions taken at the meeting or an adjournment of the meeting.

6.3.6. **Voting** - If a quorum is present, action on a matter, except for the election of Managers, shall be approved if the aggregate Sharing Ratios of the Members entitled to vote on the subject matter favoring the action exceeds 50%.

6.3.7. **Proxies** - A Member entitled to vote at a meeting of Members, or an adjournment of it may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. No appointment shall be valid for more than 11 months after the date of its execution unless a longer period is expressly provided in the appointment form.

6.3.8. **Action Without A Meeting** - Any action required or permitted to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if the action is taken by the holders of Sharing Ratios exceeding 50%. To be effective, the action must be evidenced by one or more written consents describing the action to be taken, dated and signed by approving Members having the requisite number of votes entitled to vote thereon. Within 10 days after obtaining authorization by written consent, notice of the action must be given to those Members who have not consented in writing or who are not entitled to vote on the action.

6.4. **Liability of Members** - No Member shall be liable as such for the liabilities of the Company.

6.5. **Indemnification** - The Company may indemnify the Members, Managers, and agents from and against all costs, losses, liabilities, and damages paid or accrued by such Member,

Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Missouri.

6.6. **Representations and Warranties** - Each Member hereby represents and warrants to the Company and each other Member that: (a) that the Member is acquiring its Membership Interest for the Member's own account as an investment and without an intent to distribute the interest; and (b) the Member acknowledges that the Membership Interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6.7. **Conflicts of Interest -**

6.7.1. A Member, including a Manager, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter.

6.7.2. A Member, including a Manager does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law.

ARTICLE VII

BOARD OF MANAGERS

7.1. **Original Manager** - The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager. There shall be one Manager. The initial Manager shall be:

Bryan S. Moore

7.2. **Term of Office as Manager** - No Manager shall have any contractual right to such position. Except as provided in the preceding paragraph, each Manager shall be elected to serve for a term of two years or until the Dissociation of such Manager if he or she is a Member; or the removal of the Manager, if earlier.

7.3. **Election of Manager** - Managers to fill vacancies shall be elected annually by the Members at the Annual Meeting of Members by a Majority of the Members at a meeting at which a quorum is present. In the event of the death, resignation or removal of a Manager, the Members may elect a successor Manager at a special meeting of the Members called for that purpose. A successor Manager shall serve the remainder of the term of his predecessor.

7.4. **Authority of Manager to Bind the Company** - The Members hereby agree that only the Manager and authorized agents of the Company shall have the authority to bind the Company (and with respect to agents, only to the extent of the authority granted). No Member, other than a Member who is a Manager, shall take any action bind the Company. The Manager has the powers, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, except those conferred on or reserved to the Members by the Company Agreement, including, without limitation:

7.4.1. the institution, prosecution and defense of any Proceeding in the Company's name;

7.4.2. the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

7.4.3. the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

7.4.4. the entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bond, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

7.4.5. the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to Members, officers, employees, and agents;

7.4.6. the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

7.4.7. the appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

7.4.8. the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

7.4.9. the making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

7.4.10. the payment or donation, or any other act that furthers the business and affairs of the Company;

7.4.11. the payment of compensation, or additional compensation to any or all members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;

company, whether or not an agreement to pay such compensation was made before such services were rendered;

7.4.12. the purchase of insurance the life of any of its Members, or employees for the benefit of the Company;

7.4.13. the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;

7.4.14. the indemnification of Members or any other Person.

7.5. **Managers' Standard of Care** - A Manager's duty of care in the discharge of the Manager's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties, Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of the other Managers, Members, or agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

7.6. **Removal of Manager** - Any Manager may be removed by the affirmative vote of a Majority of the Sharing Ratios of the Members.

7.7. **Officers** - The number of Officers of the Company shall be fixed from time to time by the Manager. They shall have such titles, duties, authorities and responsibilities as may be delegated to them from time to time by the Manager. The Officers shall be elected by the Manager. In the event of the death, resignation or removal of an Officer, the Manager shall elect a successor who shall serve the remainder of the term of his or her predecessor. The Manager may remove an Officer, with or without cause, at any time, subject to any contractual rights of such Officer.

ARTICLE VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

8.1. **Initial Contributions** - Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Company Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement.

8.2. **Maintenance of Capital Accounts** - The Company shall establish and maintain a Capital Account for each Member.

ARTICLE IX

ALLOCATIONS AND DISTRIBUTIONS

9.1. **Allocations of Profits and Losses** - Except as may be required by Section 704(c) of the Code, and Sections 2, 3 and 4 of this Article IX, profits and losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their Sharing Ratios.

9.2. **Company Minimum Gain Chargeback** - If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member shall be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Regulations) for the newly guaranteed, refinancing, or otherwise changed liability.

9.3. **Member Minimum Gain Chargeback** - If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under Section 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to the Regulations. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to Section 704(b) of the Code.

9.4. **Qualified Income Offset** - In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-

1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Capital Account deficit of such Member as quickly as possible. An allocation pursuant to this Paragraph shall be made only if and to the extent such Member would have a Capital Account deficit after all other allocations provided for in this Article have been tentatively made as if this Paragraph were not in the Company Agreement.

9.5. Other Allocation Rules -

9.5.1. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

9.5.2. The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

9.6. Tax Allocations: Code Section 704(c) - In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to this Company Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Company Agreement. Allocations pursuant to this Paragraph 6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Company Agreement.

9.7. Interim Distributions - From time to time, the Manager shall determine in his reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Manager may make distributions to the Members in accordance with their Sharing Ratios. Such distribution shall be in cash or Property (which need not be distributed proportionately) or partly in

both, as determined by the Manager.

9.8. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE X

TAXES

10.1. **Elections** - The Manager may make any tax elections for the Company allowed under the Code or the tax laws of any state of other jurisdiction having Taxing Jurisdiction over the Company.

10.2. **Taxes of Taxing Jurisdictions** - To the extent that the laws of any Taxing Jurisdiction requires, each Member requested to do so by the Manager will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income. If the Member fails to provide which agreement the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article IX. The Manager may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

10.3. **Tax Matters Partner** - The Manager shall designate a tax matters partner of the Company pursuant to Section 6231(a)(7) of the Code. The tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Manager.

ARTICLE XI

DISPOSITION OF MEMBERSHIP INTERESTS

11.1. **Disposition** - A Member may not Dispose of all or a portion of the Member's Membership Interest except as permitted by this Article IX. No Membership Interest shall be Disposed of:

11.1.1. if such disposition, along or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code;

11.1.2. without an opinion of counsel satisfactory to the Manager that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities law;

11.1.3. unless and until the Company receives from the Assignee the information and agreements that the Manager may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction.

11.2. Dispositions not in Compliance with this Article Void -

Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article is null and void *ad initio*.

ARTICLE XII

DISSOCIATION OF A MEMBER

12.1. **Dissociation** - A Person shall cease to be a Member upon the happening of any of the following events:

12.1.1. the Withdrawal of a Member with the consent of a Majority of the remaining Members;

12.1.2. the Member becomes a Bankrupt Member;

12.1.3. in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person estate;

12.1.4. in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

12.1.5. in the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

12.1.6. in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

12.1.7. in the case of any estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

12.2. **Rights of Dissociating Member** - In the event any Member dissociates prior to the expiration of the Term:

12.2.1. if the dissociation causes a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

12.2.2. if the dissociation does not cause a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid within six months of the date of dissociation. Notwithstanding the foregoing, if the dissociation is other than as a result of the death or incompetence of the Member, the Board of Managers may pay the value of the Member's Membership interest in the Company out over a period not to exceed five years, provided that the dissociating Member shall be entitled to participate as an Assignee in the Company until the value of such interest is paid in full. The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Company Agreement and the fair value of the Member's Membership Interest as of the date of dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's dissociation.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

13.1. **Rights of Assignees** - The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable the Membership Interest.

13.2. **Admission of Substitute Members** - An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of the Board of Managers and a Majority of the Members. The Board of Managers may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may existed prior to the approval.

13.3. **Admission of Permitted Transferees** - Notwithstanding Section 13.2. hereof, the Membership Interest of any Member shall be transferable without the consent of the Manager or any of the Members if (i) the transfer occurs by reason of or incident to the death, dissolution, divorce, liquidation, merger or termination of the transferor Member, and (ii) the Transferee is a Permitted Transferee.

13.4. **Admission of Additional Members** - The Manager may permit the admission of Additional Members and determine the Capital Contributions of such Members.

ARTICLE XIV

DISSOLUTION AND WINDING UP

14.1. **Dissolution** - The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

14.1.1. the expiration of the Term, unless the business of the Company is continued with the consent of a Majority of the Members;

14.1.2. the unanimous written consent of all of the Members;

14.1.3. the Dissociation of any Member, unless the business of the Company is continued with the consent of the Manager and a Majority of the Members within 90 days after such Dissociation.

14.2. **Effect of Dissolution** - Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State of Missouri.

14.3. **Distribution of Assets on Dissolution** - Upon the winding up of the Company, the Company Property shall be distributed:

14.3.1. to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;

14.3.2. to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Manager.

14.4. **Winding Up and Certificate of Dissolution** - The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonable adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State of Missouri for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XV

AMENDMENT

15.1. **Company Agreement May Be Modified** - The Company Agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No Member shall have any vested rights in the Company Agreement which may not be modified through an amendment to the Company Agreement.

15.2. **Amendment or Modification of Company Agreement** - The Company Agreement may be amended or modified from time to time only by a written instrument adopted by the Manager and executed by a Majority of the Members.

ARTICLE XVI

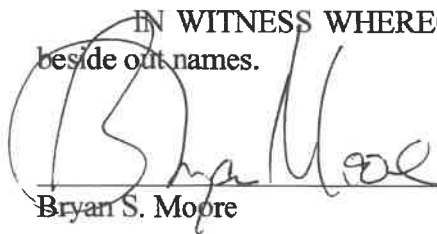
MISCELLANEOUS PROVISIONS

16.1. **Entire Agreement** - The Company Agreement represents the entire agreement among all the Members and between the Members and the Company.

16.2. **No Partnership Intended for Nontax Purposes** - The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Missouri Uniform Partnership Act nor the Missouri Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by work or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who is incurs personal liability by reason of such wrongful representation.

16.3. **Rights of Creditors and Third Parties under Company Agreement** - The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set out hand and seals on the date set forth beside our names.


Bryan S. Moore

July 13/2016
Date

EXHIBIT A

Member	Initial Capital Contribution	Interests and Value
Bryan S. Moore	\$10,000.00	100%



TO: Board of Aldermen
FROM: Kim Hubbard, Finance Manager
DATE: June 14, 2021
SUBJECT: 2020 AUDIT

Type of Item: *Audit*

Council Bill No.

Resolution No.

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI TO AUTHORIZE THE CITY
ADMINISTRATOR TO ACCEPT THE ANNUAL AUDIT FOR THE YEAR
ENDING DECEMBER 31, 2020, BY DANA F. COLE & COMPANY AND
ESTABLISHING AN EFFECTIVE DATE.**

GENERAL INFORMATION

MEMO TO: Mayor, Board of Aldermen and City Administrator

FROM: Benjamin Hart, Baker Tilly Municipal Advisors

DATE: 06/21/2021

SUBJECT: Annual audit for the year ending December 31, 2021

Per state statute the City is required to undergo an annual audit. Dana F. Cole & Company LLP is bringing the City's annual financial statements as well as the auditor's opinion as to whether the financial statements are presented fairly, in all material respects, the respective financial position of the governmental activities and business type activities for the year ended December 31, 2020.

Dana F Cole issues a report containing required communications and compliance issues. This report summarizes the items below:

1. Necessary audit adjustments to be made to the financial statements,
2. Disagreements with management – to which there were none, and
3. Recommendations for improvement.

There were two areas for improvement within the letter. The first pertained to the identification of adjustments prior to the audit beginning. This is an area staff intends to remedy with the next year's audit process by employing Baker Tilly in compiling the annual financial statements.

The second area pertained to the capital asset inventory. The recommendation the audit firm made was for staff to complete an inventory of assets on an annual basis. This is a recommendation staff completely agrees with.

Members of the Dana F. Cole & Company will be in attendance to present their required communication to the Board.

STAFF RECOMMENDATION

Approval/acceptance by the Board is needed.

ATTACHMENTS

Draft of 2020 Audit

Attachment: Audit cover-minutetraq (2020 AUDIT)

Council Bill No.

Resolution No.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI TO AUTHORIZE THE CITY ADMINISTRATOR TO ACCEPT THE ANNUAL AUDIT FOR THE YEAR ENDING DECEMBER 31, 2020, BY DANA F. COLE & COMPANY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the staff of City of Harrisonville, Missouri ("City") recommends that the Board of Aldermen ("Board") accept the annual audit as presented by Dana F. Cole & Company for the year ending December 31, 2020;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to accept the annual audit for the year ending December 31, 2020 as presented by Dana F. Cole & Company.

Section 2. Effective Date. This resolution shall become effective upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 21ST DAY OF JUNE 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 21st day of June 2021.

Attachment: 2020 Audit-Resolution (2020 AUDIT)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Myler, Fire Chief
DATE: May 25, 2021
SUBJECT: CELEBRATION IN THE PARK JULY 4TH, 2021

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Wald & Co, Inc.

Requested Actions: Fireworks Display in the Park on 7/4/2021

Date of Application: 6/1/2021

PROPOSAL

Annual Fireworks in the Park 7-4-2021

PREVIOUS ACTIONS

Wald Fireworks has been the displayer in the park for at least the last 10 to 15 years and has put on a good show for the citizens. Our residents have always been impressed with the display that normally last for 30 to 45 minutes.

KEY ISSUES

Concerns of still some COVID-19 restrictions but for the most part the State has no longer restrictions on large gatherings but are encouraging social distancing and masks for precaution.

STAFF COMMENTS AND SUGGESTIONS

Fire Department will be on hand for the display (call allowing). Display will be visualized during set-up.

STAFF RECOMMENDATION

Staff recommends the approval of the annual 4th of July Celebration in the Park.

ATTACHMENTS

Attachments are attached

STAFF CONTACT: Eric Myler, Emergency Services Director
Grant Purkey, Parks and Recreation Director

Council Bill No.

Resolution No.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH WALD & CO., INC AND ALL AMERICAN DISPLAY FIREWORKS TO PROVIDE A FIREWORKS DISPLAY FOR THE GENERAL PUBLIC ON JULY 4, 2021.

WHEREAS, The City of Harrisonville, Missouri presents a fireworks display for the general public each year on July 4th; and

WHEREAS, Wald & CO., Inc and All American Display Fireworks has responded to a request for bids from the City of Harrisonville and have met all items required by City staff,

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

Section 1: The Board of Aldermen authorize the City Administrator to enter into an agreement with Wald & CO., Inc and All American Display Fireworks to provide a fireworks display for the general public on July 4, 2021.

Section 2. Effective Date. This resolution shall become effective upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 21ST DAY OF JUNE 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 21st day of June 2021.

Wald & CO., Inc. and All American Display Fireworks

Since 1924

PO Box 319, Greenwood, Missouri 64034

Phone: 816-537-7400 Fax: 816-537-7270

Email: sales@waldfireworks.com Website: www.waldfireworks.com

FIREWORKS DISPLAY PROPOSAL FOR CITY OF HARRISONVILLE

21qwk1.6

DISPLAY DATE	7/4/2021
PROPOSAL DATE	5/13/2021
BOOKING DEADLINE	5/28/2021
BUDGET	\$14,000.00

MAIN AERIAL

128 SHELLS FROM THE FOLLOWING LISTING

3"	ASSORTED COLORS TO CRACKLING SHELLS
3"	ASSORTED PALM TREE SHELLS W/ TAILS
3"	ASSORTED BROCADE SHELLS
3"	ASSORTED COLOR PEONY SHELLS
3"	ASSORTED COLOR CHANGE PEONIES W/ TAILS
3"	ASSORTED COLOR CHRYSANTHEMUMS
3"	ASSORTED COLOR SPECIALTY SHELLS
3"	ASSORTED WILLOW SHELLS
3"	RED GAMBOGE TO ASST COLOR CHRYSANTHEMUMS W/ TAILS
3"	GOLDEN WAVE CHRYSANTHEMUMS TO ASST COLORS W/ TAILS
3"	ASSORTED COLOR HALF & HALF CHRYSANTHEMUMS
3"	ASSORTED COLOR CHRYSANTHEMUMS W/ CRACKLING

110 SHELLS FROM THE FOLLOWING LISTING

4"	ASSORTED SPECIAL EFFECT SHELLS
4"	ASSORTED BROCADE & KAMURO SHELLS
4"	ASSORTED PALM TREE SHELLS
4"	ASSORTED COLOR CHANGE SHELLS W/ TAILS
4"	ASSORTED COLOR CHRYSANTHEMUMS
4"	ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
4"	ASSORTED SPECIAL EFFECT PEONY SHELLS
4"	SPECIAL ASSORTED COLOR IMPORT SHELLS

90 SHELLS FROM THE FOLLOWING LISTING

5"	ASSORTED SPECIAL EFFECTS SHELLS
5"	ASSORTED FANCY SPECIAL EFFECTS SHELLS
5"	ASSORTED COLOR CHRYSANTHEMUMS
5"	ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
5"	ASSORTED SPECIAL EFFECT PEONY SHELLS
5"	ASSORTED PATTERN SHELLS
5"	ASSORTED PALM TREES AND COCONUTS
5"	ASSORTED DIADEMS, KAMUROS, AND BROCADES

Attachment: 2021 Wald Co fireworks (CELEBRATION IN THE PARK JULY 4TH, 2021)

21qwk1.6

FIREWORKS DISPLAY PROPOSAL FOR CITY OF HARRISONVILLE

DISPLAY DATE	7/4/2021
PROPOSAL DATE	5/13/2021
BOOKING DEADLINE	5/28/2021
BUDGET	\$14,000.00

40	SHELLS FROM THE FOLLOWING LISTING
-----------	--

6"	ASSORTED SPECIAL EFFECTS SHELLS
6"	ASSORTED FANCY SPECIAL EFFECTS SHELLS
6"	ASSORTED COLOR CHRYSANTHEMUMS
6"	ASSORTED COLOR CHRYSANTHEMUMS W/ TAILS
6"	ASSORTED SPECIAL EFFECTS CHRYSANTHEMUMS
6"	ASSORTED SPECIAL EFFECT PEONY SHELLS
6"	ASSORTED PATTERN SHELLS
6"	ASSORTED DIADEMS, KAMUROS, AND BROCADES
6"	ASSORTED EFFECT SHELL OF SHELLS
6"	SPECIAL ASSORTED COLOR IMPORT SHELLS
6"	FANCY ASSORTED COLOR IMPORT SHELLS

4	SHELLS FROM THE FOLLOWING LISTING
----------	--

8"	ASSORTED SPECIAL EFFECT SHELLS
----	--------------------------------

FAN CAKES

1	only	1"	48 SHOT (6X8) FAN SHAPED RED, WHITE, BLUE PEARLS ON WATER (2/1),
2	only		100-SHOT BROCADE COCO TIME RAIN & COLORFUL DAHLIA
2	only		100-SHOT Z SHAPE SILVER TAIL TO WHITE STROBE
2	only		100-SHOT BLUE TAIL TO GOLD KAMURO
2	only	1"	300-SHOT "O" SHAPED RED, WHITE & BLUE SCENERY
2	only	3/4"	300-SHOT "Z" SHAPED RAINBOW

GRAND FINALE

4	only	2.5"	12 SHOT RED, WHITE, BLUE & REPORT VOLLEY
5	only	3"	10 SHOT ASSORTED COLOR
2	only	3"	10 SHOT TI SALUTES & ASSORTED COLOR
4	only	4"	5-SHOT ASSORTED COLOR
3	only	5"	5-SHOT ASSORTED COLOR

Attachment: 2021 Wald Co fireworks (CELEBRATION IN THE PARK JULY 4TH, 2021)

21qwka1.6

FIREWORKS DISPLAY PROPOSAL FOR CITY OF HARRISONVILLE

DISPLAY DATE	7/4/2021
PROPOSAL DATE	5/13/2021
BOOKING DEADLINE	5/28/2021
BUDGET	\$14,000.00

SUMMARY

MAIN AERIAL

3" Shells	128
4" Shells	110
5" Shells	90
6" Shells	40
8" Shells	<u>4</u>
Total Shells	372

FINALE

2.5" Shells	48
3" Shells	70
4" Shells	20
5" Shells	<u>15</u>
Total Shells	153

CAKE ITEMS

Total Cases	11
Total Cakes	<u>12</u>
Total Shots	1896

TOTAL PACKAGE PRICE INCLUDING MATERIAL, SHOOTERS FEE,
WORKERS COMP, AND \$5,000,000.00 LIABILITY INSURANCE..... **\$14,000.00**

IF YOU ACCEPT THIS PROPOSAL, PLEASE PRINT AND SIGN BELOW AND
RETURN A COPY TO ALL AMERICAN DISPLAY FIREWORKS.

ACCEPTED BY Grant Purkey
PRINT NAME

ACCEPTED BY  DATE 5-27-21
SIGNATURE

Attachment: 2021 Wald Co fireworks (CELEBRATION IN THE PARK JULY 4TH, 2021)



Attachment: Wald Application 7-4-2021 (CELEBRATION IN THE PARK JULY 4TH, 2021)

City of Harrisonville

Submitted by Wald & Co., Inc.

Greenwood, Missouri

CONTRACTUAL MANAGEMENT OUTLINE

By contracting your display with Wald's

All American, you will be provided the following management services:

1. Commercial General Liability Insurance in the amount of \$5,000,000
2. Worker's Compensation Insurance
3. Product Liability Insurance
4. Professional Pyrotechnic Operators and Assistants (Licensed as applicable)
5. Compliance with all Local, County, State and Federal regulations (Including all permitting processes that may be required for the display location)
6. Program design and equipment

Wald's will work with the customer and the local Authority Having Jurisdiction (AHJ) to create the safest and most suitable display site to insure program success. Safety is always the most important factor to consider.

Wald & Co, Inc.

Message from the company president



On behalf of the Display staff at Wald's All American Display Fireworks, I would like to thank you for the opportunity to present this pyrotechnic program designed specifically to meet your objectives and expectations. Your program features the latest effects in quality shells that meet our standards of excellence.

Wald's has produced spectacular displays throughout the Midwest since 1924! Our 97 years in the business is a testimony of our commitment to quality products, service, safety and results our customers have grown to expect. A display program is more than just the number of shells that can be put up in the air, it is the expertise of creating effects and scenes to make your program truly original.

Upon your review of this program, if you should have any questions or require additional information, do not hesitate to contact our office. Our staff will handle any questions that you may have or can arrange a meeting to personally review this material with you.

Again, we appreciate this opportunity and look forward to your response.

Respectfully,

Charles E. Wald

Charles E. Wald, President

Pyrotechnic Program Information Sheet

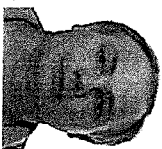
Event Name and Date: City of Harrisonville, Missouri July 4, 2021

Type of Pyrotechnic Program: Outdoor Display

Wald Staff Contact: Steven Whitt



Wald Lead Pyrotechnician: Greg Price



Wald Staff Phone Number and Email: 816.537.7400 sw hitt@waldfireworks.com

Contact Hours are Monday thru Friday 8:30 AM – 4:30 PM

Extended Contact Hours June 1 – July 5th are Monday thru Saturday 8:30 AM – 5:00 PM

Program content

- Wald & Co., Inc. has been in the business since 1924. The company brings the experience from 97 years to each program it creates and designs.
- This pyrotechnic program will feature a variety of our products and feature various firing techniques to allow dramatic phases concluding in a spectacular grand finale!
- Through the company's association with various Pyrotechnic groups and organizations, we strive to bring the latest in effects and methods to our customers.
- Safety, Customer Service and Quality products are the priorities at Wald & Co., Inc.
- The proposed pyrotechnic program outline included in this packet will define the material selected for your particular program design.
- Wald & Co., Inc.
reserves the right to make substitutions of equal or greater value.

PROPOSAL

City of Harrisonville, Missouri

July 4, 2021

Proposal closing date is June 1, 2021

This is the minimum time required to process order, obtain AHJ approval and coordinate program.

Program overview

- The pyrotechnic program will consist of the following material:

- **AERIAL PROGRAM**

(Selected from the Dancing and Lidu Brands)

- (128) 3" Assorted Aerial Shells
- (110) 4" Assorted Aerial Shells
- (90) 5" Assorted Aerial Shells
- (40) 6" Assorted Aerial Shells
- (4) 8" Assorted Aerial Shells

TOTAL ASSORTED AERIAL SHELLS: 372

(11) Assorted Aerial Display Cakes

TOTAL DISPLAY CAKE SHOTS: 1,896

- The product variety/selection will create an innovative aerial program that will offer various levels of production to achieve a program that will be memorable
- Continue to next page for Aerial Finale outline....

Program overview cont'd...

FINALES

(4) 2.5" 12-Shot Finales

(7) 3" 10-Shot Finales

(4) 4" 5-Shot Finales

(3) 5" 5-Shot Finales

TOTAL SHELL COUNT FOR FINALES: 153

SUMMARY OF ENTIRE PROGRAM:

(128) 3" Aerial Shells; (110) 4" Aerial Shells; (90) 5" Aerial Shells; (40) 6" Aerial Shells and (4) 8" Aerial Shells

(Total Shell Count: 372)

(11) Assorted Aerial Display Cakes

(Total Display Cake Shots: 1896)

(4) 2.5" 12-Shot; (7) 3" 10-Shot; (4) 4" 5-Shot and (3) 5" 5-Shot Finales

(Total Finale shell count of (153)

PROGRAM COST

- The proposal will include material, set-up/tear down, all applicable insurances, Worker's compensation and tech fee

- **Proposal Cost: \$14,000.00** (Payment by Check only, no credit cards)

Payable in full by July 10, 2021

If program is cancelled after set up has begun and rescheduled for July 10, 2021, a cancellation fee of \$2,500 will be added to the balance due to cover costs associated with the cancellation.

See Cancellation Page

Only one invoice will be mailed for payment processing

PROPOSAL SPECIFICATIONS

- The pyrotechnic crew assigned will be fully trained and experienced. The lead pyrotechnician will be licensed for your program.
- Insurance Liability Coverage of \$5,000,000 for the display.
- Transportation Liability Coverage of \$5,000,000 per DOT Requirements
- Worker's Compensation for all Wald & Co. pyrotechnicians on site
- Licenses and Permits: Wald & Co. will assist the City by providing information required to obtain all required licenses or permits for the program.
- Safety Precautions: Wald & Co. follows all safety regulations
- Wald & Co. will have all equipment required to conduct the pyrotechnic program
- Program will have a duration of 25 minutes and follow size and specifications outlined in the RFP
- Wald & Co. will serve as an independent contractor and not an agent/employee of the City
- In lieu of a performance bond, the total balance due will be July 10, 2021

REFERENCES

Kansas City Symphony – “Celebration at the Station” Date: 5.26.19 Contact:
Rebecca Martin at 816.218.2619

City of Lenexa, Kansas Date: 10.11.19 Contact: Logan
Wagler 913.477.7140

- City of Lee’s Summit, Missouri – “Legacy Blast” Date: 7.3.19 Contact: Mike
Hedrick 816.969.1555

Cancellation policy

All rescheduled dates must be mutually agreed upon by the
City of Harrisonville and Wald & Co.

- If program is postponed to July 10, 2021, a fee of \$2,500 will be added on to the balance of \$14,000 to cover the costs associated with this cancellation (Cover the costs of pyrotechnic fees, transport and unloading/set up of program).
- It will also be the responsibility of the City to obtain approval from the Fire Department for the new/rescheduled date.
- All dates are to be mutually agreed upon by the City and Wald & Co., Inc.
- Wald & Co. will not be responsible for any damaged product due to delay of cancellation by City and subject to the weather conditions.

Cancellation Without Rescheduling

If Customer cancels the Display prior to the display date and the program will not be rescheduled, the following cancellation terms will apply:

- Time of signing contract to 31 days prior to display date: Cancellation Fee is 50% of contract price
- 30 days to 15 days prior to display date: Cancellation Fee is 75% of contract price
- 14 days to display date: Cancellation Fee is 100% of contract price

PARTIAL LISTING OF PROGRAMS

City of Overland Park, Kansas	National Golf Course, Parkville, Missouri
Crown Center, Kansas City, Missouri	City of Shawnee, Kansas
Downtown MainStreet, Parkville, Missouri	Fort Leavenworth, Kansas
Plaza Lighting Ceremony, Kansas City, Missouri	
City of Dodge City, Kansas	City of Great Bend, Kansas
City of Stillwater, Oklahoma	Cass County Fair, Pleasant Hill, Missouri
Village of Bennett, Nebraska	City of Stockton, Missouri
Starlight Theater, Kansas City, Missouri	Kansas Athletics, Lawrence, Kansas
J. Rieger Distillery, Kansas City, Missouri	Rockhurst University, Kansas City, Missouri

DISPLAY SITE

- A map will be provided to define the safety distances and security guidelines for the display site and display program
- Wald & Co. will follow all established protocol for the set up of program
- The pyrotechnic team will work with City to help you establish the security perimeter of the site and alert City to any issues that may arise
- Following the program, the pyrotechnic crew will thoroughly check the fallout zone for any "live" product and any debris that could be hot. Any "live" material will be safely removed from the site by the crew.

City of Harrisonville

WILL PROVIDE THE FOLLOWING FOR THE DISPLAY SITE

In addition to the provisions outlined in the contract with Wald & Co., City will provide the following for the Display site:

- Adequate parking for pyrotechnic crew members
- Dumpster for Wald & Co. to utilize for trash and program debris
- Assessable use of restroom facilities (building access, port-a-potty, etc...)

SPECIFICATIONS TO RFP

- The City of Harrisonville will provide a trash dumpster at the display site or provide access to a dumpster to allow cleanup at the display site
- The City will allow early access to the display site to deliver required display equipment. Due to weather considerations, early access may be necessary and will be coordinated with City representative
- All applicable insurance certificates will be issued upon award of the program
- City will provide the name and cell phone number of the City representative for the display program to Wald & Co. upon award of contract. This person will serve as the main contact with the City throughout the duration of the program and be available specifically June 30-July 5, 2021
- Deadline for Wald & Co. to receive approval for program is June 1, 2021. City will notify Wald & Co. by June 1st if awarded contract. This time period is required to prepare for display program.

Missouri display operators license



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License

Outdoor Fireworks (NFPA Standard 1123)

Dear Operator,

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verifies that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40.3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.



Licensed Fireworks Display Operator

Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo., 11 CSR 40.3.010 and NFPA 1123.

Name: Gregory R. Price
License Number: 43
Expires: 9/8/2022

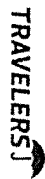
State Fire Marshal

Gregory R. Price

Packet Pg. 132

A. J. STRINGER, PRESIDENT

Worker's Compensation



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (GUB-4N62570-0-20)
RENEWAL OF: (GUB-4N62570-0-19)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
A STOCK COMPANY

NCCI CO CODE:13579

1. INSURED: WALD & CO., INC DBA, ALL AMERICAN DISPLAY FIREWORKS
PO BOX 319 GREENWOOD MO 64034

PRODUCER: DRAYTON INS BROKERS
2500 CENTER POINT PKWY STE 301
BIRMINGHAM AL 35215-2556

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 09-27-20 to 09-27-21 12:01 A.M. at the Insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers
Compensation Law of the state(s) listed here:
MO

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in
Item 3.A. The limits of our liability under Part Two are:

Body Injury by Accident: \$ 1000000 Each Accident
Body Injury by Disease: \$ 1000000 Policy Limit
Body Injury by Disease: \$ 1000000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:
COVERAGE EXCLUDED - REFER TO MO LIMITED
OTHER STATES BENEFIT ENDORSEMENT WC 99 03 87 A

D. This policy includes these endorsements and schedules:
SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating
Plans. All required information is subject to verification and change by audit to be made ANNUALLY.



DATE OF ISSUE: 09-10-20 NX
OFFICE: RMO MISSOURI 714
PRODUCER: DRAYTON INS BROKERS

ST ASSIGN: MO
7BXFR

ATF LICENSE

U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

**Federal Explosives License/Permit
(18 U.S.C. Chapter 40)**

4. **Transportation** (2.000) (1.000) (1.000) (1.000) (1.000)

In accordance with the provisions of Title XI of the Copyright Act of 1976, and the regulations issued thereunder (27 C.F.R. Part 555), you may enjoy the activity specified in this license of personal within the limitations of Chapter 1, Title 18, United States Code and the regulations passed thereunder, until the expiration date shown. THIS LICENSE IS FOR FRANK BAILEY, D.B. 8/27/87 C.F.R. 555.53. See "WARNINGS" and "NOTICES" on reverse.

Index 637

Anti-Chickadee

Marionburg, WV 25105-9131

5-MO-095-24-3D-00316

© 2000 Blackwell Science Ltd

Christopher L. Kearns

April 1, 2023

ALL AMERICAN DISPLAY FIREWORKS

Premises Address (Change? Notify the F.I.C. at least 10 days before the move.)

GREENWOOD, MO 64034-

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Future Comp Certification Statement

Writing Address (Changes? Notify the ITC of any changes)

[illegible]

WALD & CO INC
ALL AMERICAN DISPLAY FIREWORKS
PO BOX 319 ATTN SONJA WALD
GREENWOOD, MO 64034-0319

1. Licensee's Permanent Keyhole Signature

Position Title

1

202k

[illegible]

2015-16 12-13-2015

Federal Explosives License (FEL) Customer Service Information

2.4.4 Needs: Rural

Fax Number: (303) 636-4301

[illegible]

Marinburg. WV 26045-0431

Email: HEL@uaf.edu

Change of Address. 257 C.F.R. §55.544(a)(1). Issuance of a permit does not, during the term of that permit, license or permit removal, their business, or operations at a new location at which that entity regularly conducts or contemplates conducting such business or operations. The licensee or permittee is required to give notification of the licensee's operations and less than 30 days prior to such removal with the Chief Federal Lands Agency Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FHLA, shall, if the licensee or permittee is not qualified, refer the request for awarded license or permit to the Director of Fishery Operations for denial in accordance with § 55.545.)

Right of Succession (27 CFR 555.59). (a) Certain persons may secure the right to carry, on the same explosive materials, business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided in this section, the person or persons claiming the business or operations shall furnish the licensee or permit for that business or operations for endorsement of such succession to the Chief, FBI/C, within 30 days of the date on which the successor begins to carry on the business or operations.

Call Here X

Federal Explosives License/Permit (FEL) Information Card

1 Licensee's Firm Name: WALD & CO INC

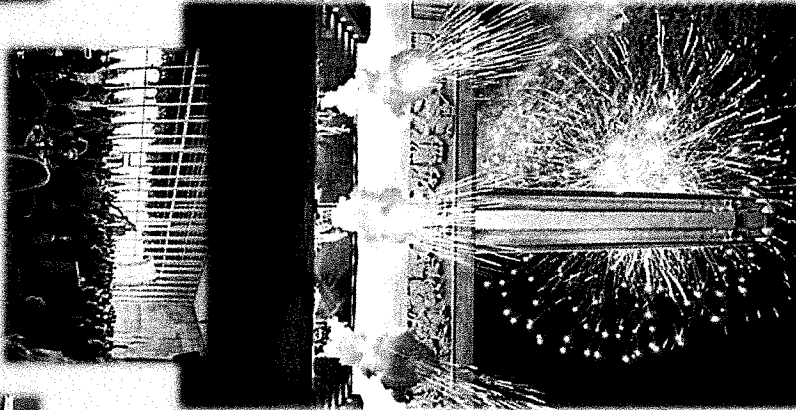
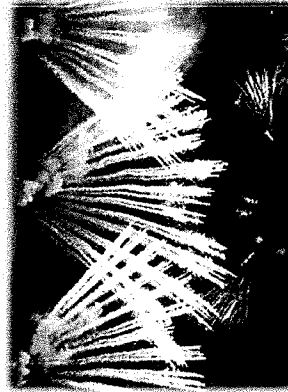
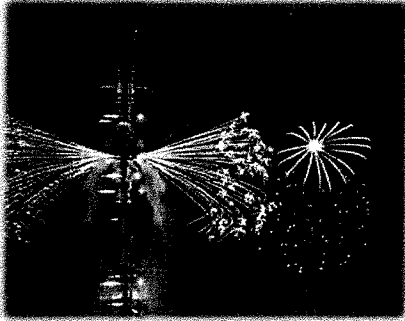
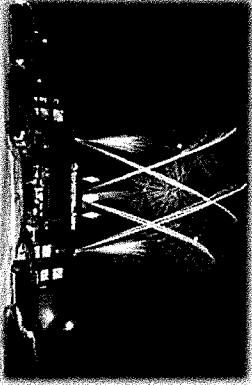
ALL AMERICAN DISPLAY FIREWORKS

Licence Plate Number: 5-MO-095-24-3D-00316

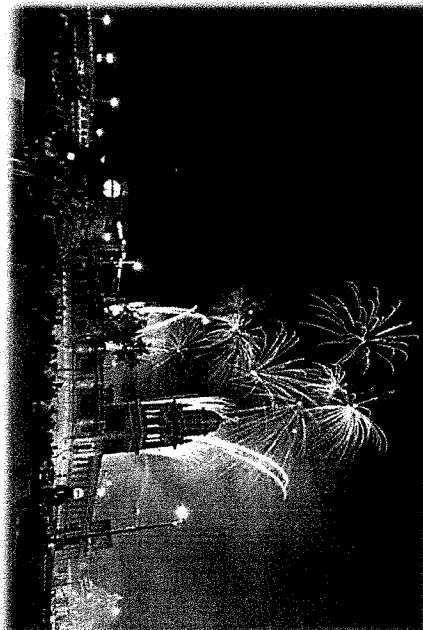
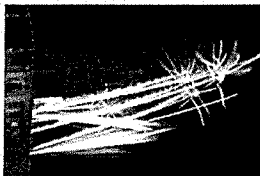
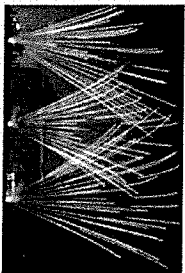
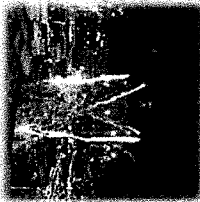
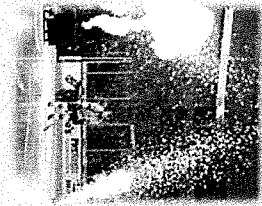
License Period Type 24-IMPORTER OF EXPLOSIVES

Expiratory
April 1, 2023

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



97 Years of excellence.....



HARRISONVILLE PARKS & RECREATION DEPARTMENT
 PO BOX 367, 2400 JEFFERSON PKWY, HARRISONVILLE, MISSOURI 64701
 PHONE: 816-380-8985
 FAX: 816-380-8987

BID PAGE - JULY 4TH FIREWORKS SHOW

WE, THE UNDERSIGNED HAVING READ THE SPECIFICATION INCLUDING
 ALL TERMS AND CONDITIONS (Including Rain Date), AGREE TO FURNISH THE
 FOLLOWING AT THE PRICE AS BID BELOW:

Quantity	Item	Price
1	July 4 th Fireworks Show 2021	\$ <u>14,000.00</u>
2	Rain Date or Additional Charge Information	\$ <u>See Proposal</u>

Specifications/Notes:

Company Wald : Co., Inc.

Mailing Address PO Box 319

City Greenwood State MO Zip Code 64034

Phone 816-537-7400 Fax 816-537-7270

E-Mail swald@waldfireworks.com

[Signature] 5-13-21
 Authorized Signature Date

All sealed bids must be submitted no later than 3:00pm by Friday May 21, 2021 to:
 City of Harrisonville, Attn: Parks & Recreation Director,
 P.O. Box 367
 2400 Jefferson Parkway
 Harrisonville, MO 64701

Attachment: Wald Application 7-4-2021 Part 1 (CELEBRATION IN THE PARK JULY 4TH, 2021)

Wald & CO., Inc. and All American Display Fireworks

Since 1924

PO Box 319, Greenwood, Missouri 64034

Phone: 816-537-7400 Fax: 816-537-7270

Email: sales@waldfireworks.com Website: www.waldfireworks.com

FIREWORKS DISPLAY PROPOSAL FOR CITY OF HARRISONVILLE

21qwk1.6

DISPLAY DATE	7/4/2021
PROPOSAL DATE	5/13/2021
BOOKING DEADLINE	5/28/2021
BUDGET	\$14,000.00

MAIN AERIAL

128 SHELLS FROM THE FOLLOWING LISTING

3"	ASSORTED COLORS TO CRACKLING SHELLS
3"	ASSORTED PALM TREE SHELLS W/ TAILS
3"	ASSORTED BROCADE SHELLS
3"	ASSORTED COLOR PEONY SHELLS
3"	ASSORTED COLOR CHANGE PEONIES W/ TAILS
3"	ASSORTED COLOR CHRYSANTHEMUMS
3"	ASSORTED COLOR SPECIALTY SHELLS
3"	ASSORTED WILLOW SHELLS
3"	RED GAMBOGE TO ASST COLOR CHRYSANTHEMUMS W/ TAILS
3"	GOLDEN WAVE CHRYSANTHEMUMS TO ASST COLORS W/ TAILS
3"	ASSORTED COLOR HALF & HALF CHRYSANTHEMUMS
3"	ASSORTED COLOR CHRYSANTHEMUMS W/ CRACKLING

110 SHELLS FROM THE FOLLOWING LISTING

4"	ASSORTED SPECIAL EFFECT SHELLS
4"	ASSORTED BROCADE & KAMURO SHELLS
4"	ASSORTED PALM TREE SHELLS
4"	ASSORTED COLOR CHANGE SHELLS W/ TAILS
4"	ASSORTED COLOR CHRYSANTHEMUMS
4"	ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
4"	ASSORTED SPECIAL EFFECT PEONY SHELLS
4"	SPECIAL ASSORTED COLOR IMPORT SHELLS

90 SHELLS FROM THE FOLLOWING LISTING

5"	ASSORTED SPECIAL EFFECTS SHELLS
5"	ASSORTED FANCY SPECIAL EFFECTS SHELLS
5"	ASSORTED COLOR CHRYSANTHEMUMS
5"	ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
5"	ASSORTED SPECIAL EFFECT PEONY SHELLS
5"	ASSORTED PATTERN SHELLS
5"	ASSORTED PALM TREES AND COCONUTS
5"	ASSORTED DIADEMS, KAMUROS, AND BROCADES

Attachment: Wald Application 7-4-2021 Part 1 (CELEBRATION IN THE PARK JULY 4TH, 2021)

21qwk1.6

FIREWORKS DISPLAY PROPOSAL FOR CITY OF HARRISONVILLE

DISPLAY DATE	7/4/2021
PROPOSAL DATE	5/13/2021
BOOKING DEADLINE	5/28/2021
BUDGET	\$14,000.00

40

SHELLS FROM THE FOLLOWING LISTING

6"	ASSORTED SPECIAL EFFECTS SHELLS
6"	ASSORTED FANCY SPECIAL EFFECTS SHELLS
6"	ASSORTED COLOR CHRYSANTHEMUMS
6"	ASSORTED COLOR CHRYSANTHEMUMS W/ TAILS
6"	ASSORTED SPECIAL EFFECTS CHRYSANTHEMUMS
6"	ASSORTED SPECIAL EFFECT PEONY SHELLS
6"	ASSORTED PATTERN SHELLS
6"	ASSORTED DIADEMS, KAMUROS, AND BROCADES
6"	ASSORTED EFFECT SHELL OF SHELLS
6"	SPECIAL ASSORTED COLOR IMPORT SHELLS
6"	FANCY ASSORTED COLOR IMPORT SHELLS

4

SHELLS FROM THE FOLLOWING LISTING

8"	ASSORTED SPECIAL EFFECT SHELLS
----	--------------------------------

FAN CAKES

1	only	1"	48 SHOT (6X8) FAN SHAPED RED, WHITE, BLUE PEARS ON WATER (2/1),
2	only		100-SHOT BROCADE COCO TIME RAIN & COLORFUL DAHLIA
2	only		100-SHOT Z SHAPE SILVER TAIL TO WHITE STROBE
2	only		100-SHOT BLUE TAIL TO GOLD KAMURO
2	only	1"	300-SHOT "O" SHAPED RED, WHITE & BLUE SCENERY
2	only	3/4"	300-SHOT "Z" SHAPED RAINBOW

GRAND FINALE

4	only	2.5"	12 SHOT RED, WHITE, BLUE & REPORT VOLLEY
5	only	3"	10 SHOT ASSORTED COLOR
2	only	3"	10 SHOT TI SALUTES & ASSORTED COLOR
4	only	4"	5-SHOT ASSORTED COLOR
3	only	5"	5-SHOT ASSORTED COLOR

Attachment: Wald Application 7-4-2021 Part 1 (CELEBRATION IN THE PARK JULY 4TH, 2021)

21qwka1.6

FIREWORKS DISPLAY PROPOSAL FOR CITY OF HARRISONVILLE

DISPLAY DATE	7/4/2021
PROPOSAL DATE	5/13/2021
BOOKING DEADLINE	5/28/2021
BUDGET	\$14,000.00

SUMMARY

MAIN AERIAL

3" Shells	128
4" Shells	110
5" Shells	90
6" Shells	40
8" Shells	4
Total Shells	372

FINALE

2.5" Shells	48
3" Shells	70
4" Shells	20
5" Shells	<u>15</u>
Total Shells	153

CAKE ITEMS

Total Cases	11
Total Cakes	<u>12</u>
Total Shots	1896

TOTAL PACKAGE PRICE INCLUDING MATERIAL, SHOOTERS FEE,
WORKERS COMP, AND \$5,000,000.00 LIABILITY INSURANCE..... **\$14,000.00**

IF YOU ACCEPT THIS PROPOSAL, PLEASE PRINT AND SIGN BELOW AND
RETURN A COPY TO ALL AMERICAN DISPLAY FIREWORKS.

ACCEPTED BY _____
PRINT NAME

ACCEPTED BY _____ DATE _____
SIGNATURE

Attachment: Wald Application 7-4-2021 Part 1 (CELEBRATION IN THE PARK JULY 4TH, 2021)

APPLICATION FOR EVENT PERMIT

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 Aldermen 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 Aldermen 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: City of Harrisonville, Missouri
2. Name of Applicant: Wald's Co, Inc. d/b/a All American Display Fireworks
Address: PO Box 319, Greenwood, Missouri 64034
Phone: 816-537-7400 Fax: 816-537-7270
3. Purpose of Event: Fireworks Display
4. Proposed date (s) and times of Event: July 4, 2021
9:15-9:45 PM
5. Location(s) where event will be held: Camp Reeder on
Lexington Street located north of Harrisonville
City Park at 706 Ash Street, Harrisonville, MO
6. Anticipated crowd size: —
7. Any additional information: Missouri Licensed Pyrotechnician -
Greg Price
Attachments: MO Operators License, Distributor
License and Insurance Certificate

APPROVED this _____ day of _____, 20 ____.

Main Aerial

3" (128)
4" (110)
5" (90)
6" (40)
8" (4)

Finales

2.5" (4)
3" (7)
4" (4)
5" (3)

Cakes (11)

Chief of Police

City Clerk

Attachment: Wald Application 7-4-2021 Part 2 (CELEBRATION IN THE PARK JULY 4TH, 2021)

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 854-5806
 FAX: (205) 854-5899

POST OFFICE BOX 94067
 BIRMINGHAM, ALABAMA 35220
 EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 165390

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000004090-26

NAMED INSURED Wald and Company, Inc.
 d/b/a All American Display Fireworks
 P.O. Box 319
 Greenwood, Missouri 64034

POLICY TERM April 15, 2021 to April 15, 2022; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$6,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
 The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
 ADDITIONAL INSURED(S)**
City of Harrisonville, Missouri
Harrisonville Fire Department, Harrisonville, Missouri

DISPLAY LOCATION
Camp Reeder, Harrisonville, Missouri

DISPLAY DATE(S)
7-4-21

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

5-25-21

DATE OF ISSUE


 A.J. STRINGER, PRESIDENT

Attachment: Wald Application 7-4-2021 Part 2 (CELEBRATION IN THE PARK JULY 4TH, 2021)

City of Harrisonville 4th of July

Safety Distance Show: 600' Radius

Legend

5.F.d



Attachment: Wald Application 7-4-2021 Part 2 (CELEBRATION IN THE PARK JULY 4TH, 2021)

google earth

Council Bill No.

Resolution No.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH WALD & CO., INC AND ALL AMERICAN DISPLAY FIREWORKS TO PROVIDE A FIREWORKS DISPLAY FOR THE GENERAL PUBLIC ON JULY 4, 2021.

WHEREAS, The City of Harrisonville, Missouri presents a fireworks display for the general public each year on July 4th; and

WHEREAS, Wald & CO., Inc and All American Display Fireworks has responded to a request for bids from the City of Harrisonville and have met all items required by City staff,

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

Section 1: The Board of Aldermen authorize the City Administrator to enter into an agreement with Wald & CO., Inc and All American Display Fireworks to provide a fireworks display for the general public on July 4, 2021.

Section 2. Effective Date. This resolution shall become effective upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 21ST DAY OF JUNE 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

Attachment: 4th of July Fireworks (CELEBRATION IN THE PARK JULY 4TH, 2021)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 21st day of June 2021.



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 16, 2021
SUBJECT: Tree Trimming Ordinance

Type of Item: *Approval*

G. Action Item (ID # 3944)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING SECTION 605.180 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT REGULATIONS ON TREE TRIMMING SERVICES PERFORMED WITHIN HARRISONVILLE CITY LIMITS, AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

Staff Report 2021 - Tree Ordinance (DOC)

Tree Trimming Regulations Ordinance (DOCX)



300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: Board of Aldermen

From: Andy Pollard

Date: 06/17/2021

Re: Tree Ordinance

GENERAL INFORMATION

Applicant: City of Harrisonville Electric Department

Requested Actions: Approval of Tree Ordinance regarding Power Line Rights-of-Way

Date of Application:

PROPOSAL

With the attached ordinance the Electric Department is outlining exactly what the Right-of-Way is for Transmission and Distribution power lines regarding trimming and removal of trees within the Right-of-Way. These rules are outlined in Missouri State Statute § 537.340.

The passage of this ordinance would ensure that everyone in the City is aware of the tree trimming and removal of trees and everyone that addresses citizens are on the same page.

PREVIOUS ACTIONS

Presently the citizens are not aware of the State Statute or why the Electric Department is trying to trim or remove trees from their property. Currently, we are getting some complaints by property owners that the City has no right to remove or trim on their property. City Administrator, Mayor and BOA are all getting notified and we all have to figure out who has the right to address the trees in the ROW.

KEY ISSUES

As stated earlier the main issue is what rights do the City of Harrisonville have to maintain its rights-of-way. Customers complaining to different individuals with the city hoping to get a different answer.

STAFF COMMENTS AND SUGGESTIONS

In light of the Missouri State Statute and complaints regarding tree issues it is my recommendation that the City of Harrisonville institute a tree ordinance that allows: (1) Property owners to be aware of policy, (2) Ensures that all people that Citizens speak with have the same answer and (3) Clarifies what action the City must do to maintain Public Safety and Reliable Power.

STAFF RECOMMENDATION

Therefore, it is my recommendation that the Tree Ordinance be approved. Please note Mauer Law Firm has reviewed the document for all legal issues.

Attachment: Staff Report 2021 - Tree Ordinance (Tree Trimming Ordinance)

ATTACHMENTS

See Attached.

STAFF CONTACT:

Andy Pollard, 352-446-5443 or email @ apollard@harrisonville.com

Council Bill No.**Ordinance No.**

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING SECTION 605.180 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT REGULATIONS ON TREE TRIMMING SERVICES PERFORMED WITHIN HARRISONVILLE CITY LIMITS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Aldermen wishes to establish Section 605.180 of the Harrisonville Municipal Code to enact regulations on tree trimming services performed within Harrisonville City Limits.

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

Section 1: Section 605.180 of the Harrisonville Municipal Code is hereby established to read as follows:

“Section 605.180 Tree Trimming Regulations.

The following regulations are hereby adopted to regulate tree trimming and tree removals by the City of Harrisonville and/or its contractors within public right-of-way and above ground electric utility easements:

1. Tree(s) will be trimmed to a minimum clearance of fifteen (15) feet from the centerline of the primary power lines and six (6) feet from secondary power lines. Transmission line trimming shall be per Missouri Statute (R.S.Mo. § 537.340) depending on voltage level.
2. The City of Harrisonville shall offer the affected homeowner the option of trimming trees outside of the right-of-way, but no trees that may grow into the power lines may remain within the right-of-way.
3. In the case where a tree is to be removed, the affected property owner shall be notified fourteen (14) days, or as soon as reasonably possible, prior to removal.
4. Trees causing outages shall be immediately trimmed to a distance such that the tree will not cause another interruption to power lines within five (5) years. The person(s) tasked with trimming the trees shall make such determination and use their judgment in trimming trees to ensure another interruption does not occur within five (5) years.
5. Trees outside of the rights-of-way may be removed if the tree presents a threat to City of Harrisonville power lines. Such trees are to be considered “Danger Trees”. Danger Trees are trees that are leaning, dying or diseased, or are otherwise unsafe, that either

contact the power lines or come within ten (10) feet of contacting a power pole, power line, or appurtenance.

6. The City of Harrisonville is not responsible for trimming power lines to homes. However, the City will disconnect said power lines should the homeowner or the homeowner's contractor wish to do trimming or removals that would endanger the power lines. The City will perform this service free of charge during normal business hours (7:00 A.M. – 4:00 P.M., Monday through Friday).

7. Brush and debris from trimming and tree removal shall be cleaned by the City or its contractor. This shall not include brush and/or debris caused by storm events. The affected homeowner is responsible for cleaning brush and/or debris caused by restoration efforts during or after a storm that requires a tree trimmed or removed.

8. The City may, but is not required to, treat tree stumps that remain after removal to prevent re-growth.

9. This Section shall be construed to comply with Missouri Statute § 537.340.”

Section 2. That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 21st day of June 2021. Read for the second time by title only on the 21st day of June 2021.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 21st day of June, 2021



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: June 14, 2021
SUBJECT: Lyndell Leatherman Alley Vacation Between 501 W Wall ST and 500 W Mechanic ST

Type of Item: *Approval*

GENERAL INFORMATION

Applicant / Property Owner: Lyndell and Barbara Leatherman, 501 W. Wall S.

Requested Action: Vacation of Unimproved Alley

Location: 15-ft. Wide Unimproved East/West
Alley Right-of-Way at Rear Property Lines of 501 W.
Wall St. and 500 W. Mechanic St.

Meeting Date: June 21, 2021

PROPOSAL

The City of Harrisonville has received an application from Lyndell L. and Barbara J. Leatherman at 501 W. Wall Street in Harrisonville to vacate unimproved 15-ft. alley right-of-way between the property lines of 501 W. Wall Street and 500 W. Mechanic Street. If the vacation is approved, the Leatherman's wish to place a fence next to the new property line that will be in the middle of the alley right-of-way. The city will retain a utility easement and the property owners will be responsible for replacing the fence should it ever need to be removed for construction and repair of utilities.

PREVIOUS ACTIONS

None

STAFF COMMENTS AND SUGGESTIONS

Staff has reviewed the request and has no objections to vacating the unimproved alley right-of-way subject to retaining a utility easement. Notice of the vacation application has been posted for thirty (30) days and no objections have been received from property owners abutting the segment of the alley right-of-way to be vacated.

The Municipal Code Section 515.020 states that if no opposition is made to such application/petition by any person owning property abutting on such alley, the Board of Aldermen may vacate the same alley with such restrictions and reservations as they may deem for the public good. But if opposition shall be made by any person owning property abutting on such alley, the application/petition shall continue on file for a further period of thirty (30) days for a hearing thereon, when, if either the objector shall consent to such vacation or if upon such hearing the Board of Aldermen deems it advisable to overrule such objection, the Board of Aldermen may grant the vacation.

The alley right-of-way is 15 ft. wide. One-half of it (7.5 ft.) will be added to 501 W. Wall St. and one-half (7.5 ft.) will be added to 500 W. Mechanic St.

Section of Undeveloped Alley for which Vacation is Requested is Highlighted in Yellow



STAFF RECOMMENDATION

Approval of ordinance vacating alley subject to retaining a utility easement.

ATTACHMENT

Ordinance

STAFF CONTACT: Roger Kroh

H. Action Item (ID # 3940)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, VACATING UNIMPROVED EAST/WEST ALLEY RIGHT-OF-WAY, SUBJECT TO RETENTION OF A PUBLIC UTILITY EASEMENT, BETWEEN THE REAR PROPERTY LINES OF 501 W WALL STREET AND 500 W MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE

Attachments:

Ordinance (DOCX)

AN ORDINANCE VACATING UNIMPROVED EAST/WEST ALLEY RIGHT-OF-WAY, SUBJECT TO RETENTION OF A PUBLIC UTILITY EASEMENT, BETWEEN THE REAR PROPERTY LINES OF 501 W WALL STREET AND 500 W MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Lyndell and Barbara J. Leatherman, owners of property at 501 W. Wall ST in Harrisonville, have submitted a petition to vacate a 15-ft wide segment of unimproved east/west platted alley right-of-way between 501 W. Wall ST and 500 W. Mechanic ST, which extends approximately 99 ft. in length; and

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

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

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

WHEREAS, the Board of Aldermen, after careful and due deliberation, find that vacating the alley is in the best interest of the City of Harrisonville and its residents, and that the vacated property be divided equally to abutting property owners subject to the City retaining a utility easement.

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

Section 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable, proper, and in the best interest of the City of Harrisonville and its residents to discontinue as right-of-way and forever vacate a 15-ft wide unimproved east/west platted alley right-of-way between 501 W. Wall ST and 500 W Mechanic ST, which is approximately 99 ft. in length, and which is depicted in Exhibit I and described herein.

Legal Description

ALL THAT PART OF THE PLATTED 15 FT WIDE ALLEY THAT RUNS EAST AND WEST AND LIES BETWEEN THE EAST HALF OF BLOCK 206 AND EAST HALF OF BLOCK 213 IN THE ORIGINAL TOWN OF HARRISONVILLE SUBDIVISION, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED

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

Section 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, with the north 7.5 ft. of alley right-of-way to be combined with 501 W. Wall ST and the south 7.5 ft. of alley right-of-way to be combined with 500 W Mechanic ST, as provided by the laws of the State of Missouri. The Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 21ST DAY OF JUNE 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 21ST DAY OF JUNE 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 21ST DAY OF JUNE 2021.

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

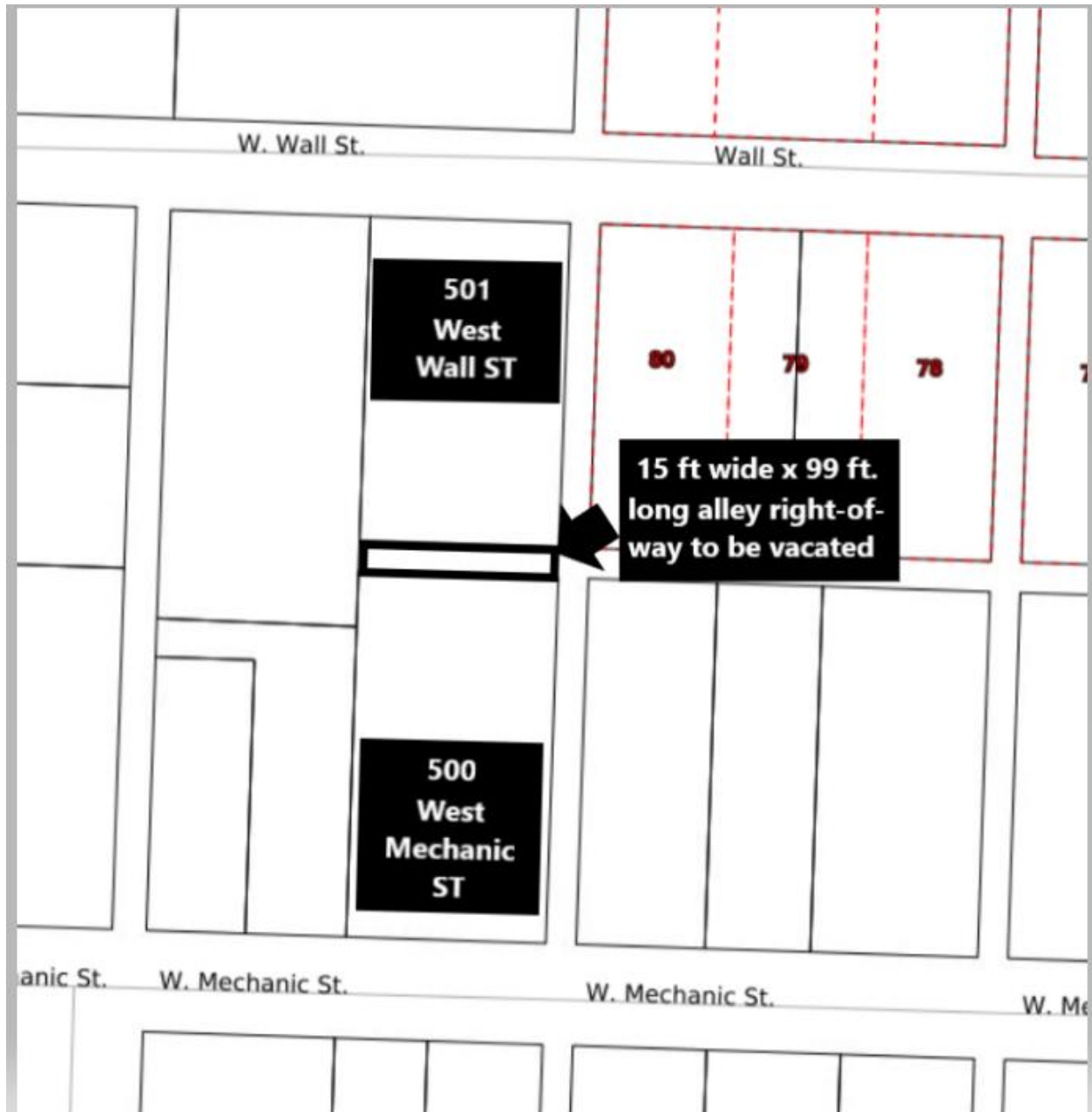
ATTEST:

Daniel Barnett, City Clerk
WITNESS my hand and seal this 21st day of June 2021.

Attached: Exhibit I Map of Vacated Alley Right-of Way

EXHIBIT I

MAP OF EAST/WST ALLEY RIGHT OF WAY BEING VACATED
BETWEEN 501 W. WALL ST AND 500 W MECHANIC ST





STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: June 14, 2021
SUBJECT: PUBLIC HEARING (CONTINUED FROM JUNE 7, 2021) - CASS CO
 TRANSFER STATION AMENDED, 2701 BRICKPLANT RD

Type of Item: *Approval*

PUBLIC HEARING

Meetings:	Planning and Zoning Commission	May 20, 2021
	Board of Aldermen Meetings	June 7, 2021
		June 21, 2021

Applicant: Blackstone Environmental, Inc on behalf of American Waste Systems and Cass County Transfer Station, Gale Holesman, President and CEO

Property Owner: Billy C. and Nancy L. Shelton Trust

Requested Action: Amendment of existing special use permit regarding the storage of white goods/bulk storage items outside the building and the disposal of leachate from the transfer station directly to the City's sanitary sewer system through a grease interception.

Location: 2701 S. Brickplant RD

Update

This public hearing and application for an amended special use permit (SUP) was continued from the June 7, 2021 Board of Aldermen meeting to the June 21, 2021 Board of Aldermen Meeting to allow time for the City staff and applicant to discuss condition(s) in the amended SUP regarding testing of residual leachate. See staff report.

Original Public Hearing Notice

Notice is hereby given that the Harrisonville Planning and Zoning Commission (PZ) and Board of Aldermen (BOA) will conduct public hearings to receive public testimony on an application from Blackstone Environmental, Inc. on behalf of American Waste Systems and Cass County Transfer Station, to amend its existing special use permit regarding the storage of white goods/bulk storage items outside the building and the disposal of leachate from the transfer station directly to the City's sanitary sewer system through a grease interception. The 4.8 acre tract is located at 2901 S. Brickplant Road in the City of Harrisonville, MO 64701. The public hearings will be held at the following days, times, and location:

Planning and Zoning Commission, Thursday, May 20, 2021 at 6 PM

Board of Aldermen Meeting, Monday, June 7, 2021 at 6 PM

City Hall, 300 E. Pearl St., Harrisonville, MO 64701

I. Action Item (ID # 3941)

PUBLIC HEARING (CONTINUED FROM JUNE 7, 2021) - CASS COUNTY TRANSFER STATION AMENDED SUP, 2701 S. BRICKPLANT RD

Attachments:

2021-05-20 Planning Zoning Commission - Full Minutes-1610 (PDF)



DRAFT
MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
CITY HALL
MAY 20, 2021
6:00 PM

1. Call to Order

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

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Present	
Scott Milner	Harrisonville		Present	
Judy Bowman	Harrisonville	Mayor	Present	
Virgil Butler	Harrisonville		Absent	
Dorothy Young	Harrisonville		Present	
Cheryl Bush	Harrisonville	Board Member	Present	
Barrett Welton	Harrisonville		Present	
Wilbert Crawford	Harrisonville		Present	
Brian Pulliam	Harrisonville		Present	

Also in attendance were Kevin Wood, Applicant; Larry and Donna Pfautsch, Applicants; Bill and Shirley Woods, Residents; Randy Coburn, Resident; Morris Coburn, Resident; Gale Holsman, President and CEO of American Waste Systems and Cass County Transfer Station; Bill Shelton, Property Owner; Kyle Kukuk, Blackstone Environmental Senior Project Manager; Gail Worth, supporter of Cass County Transfer Station; John Gerke, Applicant; Cindy Warner, Attorney for Applicant John Gerke (by zoom); Judy Reece, Alderman Liaison; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Apr 15, 2021 6:00 PM

With no additions or corrections, the minutes for the April 15, 2021, meeting were unanimously accepted.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dorothy Young
SECONDER:	Scott Milner
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

3. Agenda Items

A. Public Hearing - Rezoning of 2.377 Acres at 2510 Burris Drive from C-O District to R-1 District

The Public Hearing was opened at 6:05 PM.

Roger Kroh presented the Staff Report. This is an application for rezoning Lot 1 in Burris Ridge Subdivision, Plat 1, from C-O Non-retail Business Zoning District to R-1 Single Family Residential Zoning District. Kevin Wood, the current property owner, would like to build a single-family home on this lot. The C-O district allows this; however, Mr. Wood would like the zoning to be consistent with the use. Staff recommends approval.

Kevin Wood thanked the Commission for considering his application. He stated that he signed the original plat in 2005. The developer that handled the original plat has since left.

Dorothy Young asked if access to the property would be off Burris Drive or off of 7 Highway. Mr. Kroh said that access would be off Burris Drive. He also stated that there would be an application coming to the Board of Zoning Adjustment that staff would be supportive of a variance to the driveway access restriction on the plat. Given that this lot is being rezoned from C-O to R-1, staff will support a variance reducing the access restriction from 50 ft. from the Hwy 7 right-of-way to 100 ft. from the Hwy 7 centerline. This is consistent with City design requirements.

There were no questions or comments from the public.

The Public Hearing was closed at 6:11 PM.

B. Rezoning of 2.377 Acres at 2510 Burris Drive

Wilbert Crawford made motion to recommend approval to the Board of Alderman for the reason in the Staff Report. Cheryl Bush seconded the motion. The motion passed unanimously.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Cheryl Bush, Board Member
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

C. Public Hearing - Rezoning of 2.2 Acres at 2507 Burris Drive

The Public Hearing was opened at 6:12 PM.

Roger Kroh presented the Staff Report. This is an application for rezoning Lot 2 in Burris Ridge Subdivision, Plat 1, from C-1 Local Business Zoning District to R-1 Single Family Residential Zoning District for the purpose of creating single family lots. Larry and Donna Pfautsch wish to subdivide the 2.2 acres into 2-4 lots. City staff is supportive of rezoning for the reasons listed in the staff report. If zoning is approved applicants will submit a plat for approval.

There were no questions or comments from the public.

The Public Hearing was closed at 6:16 PM.

D. Rezoning of 2.2 Acres at 2507 Burris Dr.

Mayor Bowman made motion to recommend approval to the Board of Alderman for the reason in the Staff Report. Barrett Welton seconded the motion. The motion passed unanimously.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Judy Bowman, Mayor
SECONDER:	Barrett Welton
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

E. Public Hearing - Amended SUP, Cass Co Transfer Station, 2901 Brickplant RD

Roger Kroh presented the Staff Report. He reminded the Commission that they approved the SUP August of 2019. During the review process with DNR for a permit to operate, there were 2 items that the applicant would like to change in the Special Use Permit and one item that the city staff would like to change.

Kroh said the first change is that the leachate from the transfer station be allowed to go through a grease interceptor and into a sewer main instead of to the landfill. The department of Natural Resources does not wish the leachate to be deposited into the landfill. Public Works said that the amount of liquid coming from the transfer station would be a very small amount compared to that coming from other industries in that area. They have proposed a testing process program that are incorporated into the stipulations. Kroh said that if tests failed, the transfer station would be shut down until problems are resolved. Public Works and consultant Burns and McDonnell have decided there are 21 tests they want done.

The applicant also would like to be able to pick up white goods. In the original SUP approved in 2019, the city said no outside storage. Staff has no disagreement with amending the stipulation to allow white goods and bulk items to be stored in a dumpster kept in the dock-loading area on the east side of the building given that it is not visible from the street.

Last, staff would like to amend the stipulation that does not allow outdoor storage other than garbage trucks so that dumpsters can be stored along the east fence of the property farthest from Brickplant Road.

Roger Kroh passed out a revised set of stipulations based on additional discussions. The Director of Public Works is reviewing. They were as follows.

05-20-21 Revised Conditions for Transfer Station

1. The Use - This special use permit authorizes the operation of a solid waste transfer station.

2. Location - The solid waste transfer station is approved on 4.8 acres at 2701 S. Brickplant Road (Parcel No. 13-31-05-000-000-035.002).

3. Exterior Appearance -All operations, including hand unloading, shall be conducted within a fully enclosed building with the exception of a bulk storage container in which white goods and other bulk items shall be deposited, and the parking of trash trucks and vehicular traffic utilizing and supporting the transfer station. The storage container for white goods and other bulk items shall be kept in the unused dock-high loading area on the east side of the building. No bulk items shall be kept outside the storage container and the exterior grounds shall be kept clear of trash. Unused trash dumpsters may be kept on the property, but only along the east fence.

4. Environmental -- The transfer station shall not be operated so as to produce or emit dust, fly ash, radiation, gases, heat, glare, or other effects which are obviously injurious to humans at the property line.

5. Odors - The transfer station shall not be operated so as to produce odors which a noticeable at the property line. Any trucks or trailers with trash or refuse exposed left outside after hours will be covered.

6. Tipping Floor - For fire prevention reasons and to reduce odors, the tipping floor shall be cleaned at the end of each day and any fluids involved in the process shall be treated and deposited in the sanitary sewer in a manner approved by the City Engineer/ Director of Public Works .

7.Vibration -- The transfer station shall not be operated so as to produce vibration or concussion perceptible without instruments at the property line.

8.Noise Level -- The transfer station shall not be operated so as to produce a noise level that exceeds seventy-five (75) dB(A) at any point along the property line.

9.Public Sewage Disposal Facilities -- Industrial processes and wastes shall be of such a quantity and nature so as to not overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line. The applicant shall also meet the following conditions regarding public sewage disposal. These conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste does not overburden the public sewage disposal facilities or cause odor and unsanitary effects beyond the property line.

A. Effluent discharge to City sanitary main shall be sampled once each week for 6 months of operation and then monthly thereafter and test for chemical oxygen demand, ammonia, nitrogen, total organic carbon, total suspended solids, grease, oil, iron, and any additional items from industrial facilities that the Missouri Department of Natural Resources requires cities to monitor and test for during the term of this SUP. Test results shall be submitted to City Public Works (PW) Department. The interceptor shall be pumped out and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations, once each month for the duration of the transfer station operations, the pump out report shall be copied to City PW department. Flow quantities shall also be monitored during the 6-month period and results submitted

to City PW department to verify the original estimates of Blackstone Environmental, the Engineer of Record (EOR).

B. The EOR shall obtain an effluent testing sample from an operational transfer station and submit test results to City Public Works for consideration of modification to conditions of operation.

C. Interceptor overflow discharge through tank manholes or back up into loading pit will require facility shutdown and immediate remedial/corrective action.

D. Any condition attributable to the transfer station which places the City's Wastewater Treatment Plant (WWTP) in a position of being out of compliance with its MDNR operating permit shall negate any prior approvals or conditional approvals and the facility shall cease operations immediately upon notice from the City.

E. In accordance with the City Municipal Code, the operation may be subject to discharge extra strength charges.

10. Off-street Parking and Queuing - Off-street parking shall be provided in a number to accommodate the parking needs of participants plus one (1) space for each employee. Any queuing of vehicles waiting to use the transfer station shall occur on-site and not on Brickplant Road or 267th St.

11. City, County and State Standards - The transfer station shall operate in conformance with all applicable City, County, State and Federal ordinances, regulations, and statutes.

12. Permits Required from Missouri Department of Natural Resources (DNR) - The transfer station shall not begin operation until the owner has obtained from DNR a Permit to Operate a Transfer Station, an Air Determination Permit, and a National Pollutant Discharge Elimination System Permit (NPDES).

13. Open to the Public - The public shall be allowed to bring solid waste to the transfer station during regular business hours during the work week and for a minimum of four (4) hours on Saturdays.

14. Time Limit - 10 years. Applicant may reapply for renewal of SUP.

In the meeting, Roger Kroh indicated that he had just received word from the Director of Public Works that he wishes Condition 9A to be amended to reflect a list of twenty-one (21) compounds that Burns and McDonnell recommend to be tested. Kroh recommended that Condition 9A be amended to read as follows:

9(A). Effluent discharge to City sanitary main shall be sampled once each week for 6 months of operation and then monthly thereafter and test twenty-one (21) compounds specified by the Director of Public Works and any additional items from industrial facilities that the Missouri Department of Natural Resources requires cities to monitor and test for during the term of this SUP. Test results shall be submitted to City Public Works (PW) Department. The interceptor shall be pumped out and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations, once each month for the duration of the transfer station operations, the pump out report shall be copied to City PW department. Flow quantities shall also be monitored during the 6-month period and results submitted to City PW department to verify the original estimates of Blackstone Environmental, the Engineer of Record (EOR).

The applicant, Gale Holsman, owner of Cass County Transfer Station, said that they will clean the floor of the transfer station every night and they are investing in cleaning machinery that will keep the wash contained. They are also installing a grease interceptor.

Kyle Kukuk, with Blackstone Environmental, consulting engineer for the transfer station, said that they agree to the testing protocol for items listed in the May 20, 2021, draft of conditions, but not the expanded list of twenty-one (21) compounds that Burns and McDonald recommend they test. Mr. Kutak said that other transfer stations are not required by DNR to test for these 21 compounds and DNR has no testing protocols for many of them at this time. He said that testing is costly. Kukuk added that they are installing a grease interceptor whereas the standard practice is for transfer stations to deposit their sewage directly into a sewer main without going through a grease interceptor.

Gale Holsman said they hope to provide the City with a sample of leachate from another transfer station and hopefully that will prove that testing twenty-one (21) compounds is unnecessary.

The Public Hearing was opened at 6:26 PM.

Bill Shelton, the owner of the property, spoke in favor of the application and said that he is opposed to a city imposing testing requirements that have not been adopted by DNR.

Dorothy Young said that she is concerned that the city might be allowing leachate from the transfer station that DNR does not want in the landfill. Roger Kroh said that he is advised by Public Works that the amount of leachate coming from the transfer station will be very much diluted with other sewage going to the plant, but the testing is in place just to be sure there are no problems.

Dorothy Young ask if DNR is recommending or prohibiting the city from sending leachate to the landfill. Kyle Kukuk said they are prohibiting it from going into the landfill, which leaves sending to the sewer plant as the only alternative for disposing it.

Dorothy Young asked if the city is requiring the transfer station to reimburse the city for any damage that sewage from the transfer station might do to the sewer plant and the microbes that treat the sewage. Kroh said that the Public Works Director believes that the proposed conditions adequately protect the City, but he will discuss the question with the director.

Judy Bowman ask about the MDNR inspections. Mr. Kukuk said they are inspected annually by DNR.

Bill Shelton said the transfer station first went into operation in 1988. Then the wash ran directly into the sewer. The proposed system of running the wash through a grease interceptor before putting it into a sewer is a much better system.

The Chairman closed the public hearing at 6:42 PM.

The Public Hearing was opened at 6:26 PM.

F. Amended SUP, Cass Co Transfer Station, 2901 Brickplant RD

Wilbert Crawford asked if 2019 will continue to be the start date of the ten (10) year term of the SUP? Roger Kroh said 2019 will continue to be the start date unless reset by the city.

Wilbert Crawford made a motion to recommend for Board Approval the amended Special Use Permit to start the date of BOA approval with the following stipulations. Brian Pulliam seconded the motion. The motion passed unanimously.

1. The Use - This special use permit authorizes the operation of a solid waste transfer station.

2. Location - The solid waste transfer station is approved on 4.8 acres at 2701 S. Brickplant Road (Parcel No. 13-31-05-000-000-035.002).

3. Exterior Appearance -All operations, including hand unloading, shall be conducted within a fully enclosed building with the exception of a bulk storage container in which white goods and other bulk items shall be deposited, and the parking of trash trucks and vehicular traffic utilizing and supporting the transfer station. The storage container for white goods and other bulk items shall be kept in the unused dock-high loading area on the east side of the building. No bulk items shall be kept outside the storage container and the exterior grounds shall be kept clear of trash. Unused trash dumpsters may be kept on the property, but only along the east fence.

4. Environmental -- The transfer station shall not be operated so as to produce or emit dust, fly ash, radiation, gases, heat, glare, or other effects which are obviously injurious to humans at the property line.

5. Odors - The transfer station shall not be operated so as to produce odors which a noticeable at the property line. Any trucks or trailers with trash or refuse exposed left outside after hours will be covered.

6. Tipping Floor - For fire prevention reasons and to reduce odors, the tipping floor shall be cleaned at the end of each day and any fluids involved in the process shall be treated and deposited in the sanitary sewer in a manner approved by the City Engineer/ Director of Public Works .

7.Vibration -- The transfer station shall not be operated so as to produce vibration or concussion perceptible without instruments at the property line.

8.Noise Level -- The transfer station shall not be operated so as to produce a noise level that exceeds seventy-five (75) dB(A) at any point along the property line.

9. Public Sewage Disposal Facilities -- Industrial processes and wastes shall be of such a quantity and nature so as to not overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line. The applicant shall also meet the following conditions regarding public sewage disposal. These conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste does not overburden the public sewage disposal facilities or cause odor and unsanitary effects beyond the property line.

A, Effluent discharge to City sanitary main shall be sampled once each week for 6 months of operation and then monthly thereafter and test twenty-one (21) compounds specified by the Director of Public Works and any additional items from industrial facilities that the Missouri Department of Natural Resources requires cities to monitor and test for during the term of this SUP. Test results shall be submitted to City Public Works (PW) Department. The interceptor shall be pumped out and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations, once each month for the duration of the transfer station operations, the pump out report shall be copied to City PW department. Flow quantities shall also be monitored during the 6-month period and results submitted to City PW department to verify the original estimates of Blackstone Environmental, the Engineer of Record (EOR).

B. The EOR shall obtain an effluent testing sample from an operational transfer station and submit test results to City Public Works for consideration of modification to conditions of operation.

C. Interceptor overflow discharge through tank manholes or back up into loading pit will require facility shutdown and immediate remedial/corrective action.

D, Any condition attributable to the transfer station which places the City's Wastewater Treatment Plant (WWTP) in a position of being out of compliance with its MDNR operating permit shall negate any prior approvals or conditional approvals and the facility shall cease operations immediately upon notice from the City.

E. In accordance with the City Municipal Code, the operation may be subject to discharge extra strength charges.

10. Off-street Parking and Queuing - Off-street parking shall be provided in a number to accommodate the parking needs of participants plus one (1) space for each employee. Any queuing of vehicles waiting to use the transfer station shall occur on-site and not on Brickplant Road or 267th St.

11. City, County and State Standards - The transfer station shall operate in conformance with all applicable City, County, State and Federal ordinances, regulations, and statutes.

12. Permits Required from Missouri Department of Natural Resources (DNR) - The transfer station shall not begin operation until the owner has obtained from DNR a Permit

to Operate a Transfer Station, an Air Determination Permit, and a National Pollutant Discharge Elimination System Permit (NPDES).

Open to the Public - The public shall be allowed to bring solid waste to the transfer station during regular business hours during the work week and for a minimum of four (4) hours on Saturdays.

Time Limit - 10 years beginning June 7, 2021. Applicant may reapply for renewal of SUP.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Brian Pulliam
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

G. Public Hearing - SUP & Rezoning, J Gerke Contractor Yard, 2501 E Outer RD

Roger Kroh presented staff report. This is an application for rezoning approximately 1 acre from R-1 to C-2 and a Special Use Permit for a contractor yard at 2501 SE Outer Road. Kroh said the that staff supports the requests providing the applicant and staff reach agreement on proper screening as C-2 does not allow outdoor storage without screening and the zoning regulations require buffering between C-2 uses and R-1 zoned property.

The Chairman opened the Public Hearing at 6:43 PM

Attorney Cynthia Warner and her client, Jonathan Gerke, spoke in support of the application and explained the site plan and said they are willing to meet on it with City staff.

Chairman Chiodina asked about the fill in the rear of the property. Jon Gerke said he had met with the City Engineer before doing it and it is permissible since it is not in the flood plain and less than one acre.

The Chairman closed the Public Hearing at 7:16 PM.

H. SUP & Rezoning, J Gerke Contractor Yard, 2501 E Outer RD

Dorothy Young made a motion to recommend approval to the Board of Alderman of a ten-year special use permit for a contractor yard on 1.6 acres at 2501 E. Outer Road for the reasons contained in the Staff Report, the related conversation had during the meeting, and subject to the conditions listed in the staff report, and the applicant and staff finalizing the landscape plan. Scott Milner seconded the motion.

The Chairman asked staff to pin down the date for screening to be in.

The motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dorothy Young
SECONDER:	Scott Milner
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

4. Discussion Items

Mr. Kroh told the Commission that Gould Evans has been working on the Citizen Survey. This is the 1st step for the new Comprehensive Plan.

5. Adjourn

With nothing further to come before the Commission, Scott Milner made a motion to adjourn. Wilbert Crawford seconded. The meeting was adjourned at 7:20 PM.

Chris Chiodini,
Chairperson of the Planning & Zoning Commission

ATTEST:

Jamie Martin, Secretary



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: June 14, 2021
SUBJECT: Cass County Transfer Station Amended SUP 2701 S. Brickplant (Continued from June 7, 2021)

Type of Item: *Approval*

GENERAL INFORMATION

Meetings: Planning and Zoning Commission May 20, 2021
 Board of Aldermen June 7, 2021
 Continued to June 21, 2021

Applicant: Blackstone Environmental, Inc on behalf of American Waste Systems and Cass County Transfer Station, Gale Holsman, President and CEO

Property Owner: Billy C. and Nancy L. Shelton Trust

Requested Action: Amendment of existing special use permit regarding

- collection of white goods/bulk storage items
- disposal of leachate into sanitary sewer
- storage of trash dumpsters
- reset 10-year term of SUP

Location: 2701 S. Brickplant RD

BACKGROUND AND PROPOSAL

On August 5, 2019, the city approved a 10-year Special Use Permit to Gale Holsman and American Waster Systems to reopen and operate the Cass County Transfer Station at 2901 S. Brickplant Road. They are nearing completion of the permitting process with the

Department of Natural Resources (DNR) and intend to open once all operating permits are obtained.

During the review process with DNR, the applicant has determined that it would like to request two changes in its Special Use Permit. The changes are as follows:

1. First, the applicant wishes to keep white goods/bulk storage items such as washing machines, hot water heaters, etc. in a 40-ft. dumpster in storage container behind the building before disposing of them.
2. Second, the applicant wishes to dispose of leachate from daily washing of the floor inside the transfer station where trash is deposited from trucks before being collected for shipment to the landfill. Initially, the leachate was to be collected and taken to the landfill. In the review process for a state operating permit, DNR has stated that they do not want the leachate taken to the landfill. Instead, DNR wants it placed in the city sewer.

There are also two modifications to the stipulations that have been added by the city and the Planning Commission. They are as follows:

- A. In the initial SUP, not outdoor storage was allowed except for trucks. Given that this is an industrial area, staff determined that this was too rigorous and modified the stipulations to allow the storage of empty trash dumpsters provided they are kept along the east fence of the property.
- B. The ten (10) year term for the SUP started when the BOA approved the SUP on August 5, 2019. Since the transfer station is still obtaining State operating permits, the Planning Commission reset the SUP to begin upon approval of the amended SUP.

STAFF COMMENTS

Vicinity





1. White goods/bulk storage items -- As this storage container is partially below grade and not visible from Brickplant Road, staff has no objections to white goods/bulk storage items being collected at the transfer station before disposal.
2. Disposal of leachate -- In the review process for a state operating permit, DNR has stated that they do not want the leachate taken to the landfill as originally planned. Instead, DNR wants it placed in the city sewer. City staff and the applicant have been in discussions regarding whether it is necessary to periodically test the leachate that will flow into the sanitary sewer. The applicant recently obtained a leachate sample from another transfer station and had it tested. No compounds were problematic.

Although DNR has no requirements that leachate going into sanitary sewers from transfer stations be tested, the applicant has agreed to have the leachate tested one time within sixty (60) days of becoming operational and once again six (6) months thereafter. The applicant is also adding a grease interceptor and required to clean it monthly. This meets with the approval of Public Works.

3. Outdoor storage -- In the initial SUP, not outdoor storage was allowed except for trucks. Given that this is an industrial area, staff determined that this was too rigorous and modified the stipulations to allow the storage of empty trash dumpsters provided they are kept at the farthest point from Brickplant Road along the fence on the east side of the property.

4. Term of SUP -- The ten (10) year term for the SUP started when the BOA approved the SUP on August 5, 2019. Since the transfer station is still obtaining State operating permits, the Planning Commission reset the SUP to begin upon approval of the amended SUP.

Staff recommends approval of the amended SUP based on the following findings which are similar to those on which the original SUP was based:

1. The proposed use is consistent with the surrounding neighborhood, existing uses, and the M-1 zoning district classification.
2. The physical character of the area is predominantly industrial and rural. The proposed facility is proposed to remain generally the same as it exists at this time and as it did when operating as a transfer facility before 2006.
3. The proposed use is consistent with the following industrial land use policies in the Comprehensive Plan.
 - A. Industrial areas shall have reasonable and convenient access to I-49 and Commercial St via Brickplant Road
 - B. The proposed use is in an area of industrial development with similar or compatible uses.
 - C. The proposed use is in an area where adequate streets, electricity, water, and sewer are available.
4. The subject property is suitable for the proposed solid waste transfer facility for the following reasons:
 - A. The property was used for over 10 years as a transfer station, the same use as is now proposed.
 - B. All transfer of solid waste will occur inside the building with the exception of white goods/bulk storage items which will be collected for disposal in a dumpster behind the main building.
 - C. The subject site is served by all necessary utilities.
5. The area surrounding the subject site is zoned M-1, Light Industrial, and the trend of development is a gradual filling in of industrial users.

6. The transfer station is not detrimental to nearby property, particularly since the site operated as a transfer station from 1994 to 2006 and other industrial uses occupy the area to this day.
7. Public facilities and services in the area are adequate enough to serve the proposed use.
8. The proposed transfer station is in the public interest. It will provide an alternative to the sole transfer station that now exists on MO SR 291. It will also be accepting waste from individual property owners both during the week and on Saturdays for four (4) hours, thereby helping the community remove unwanted trash and debris.
9. There is a gain to the public health, safety, and welfare by having a transfer facility that is open to private property owners during the week and for at least four hours on Saturdays.



April 22, 2021

Mr. Roger Kroh
City of Harrisonville
Planner
300 East Pearl Street
Harrisonville, Missouri 64701

RE: Transfer Station SUP Amendment Request
Cass County Transfer Station
Cass County, Missouri

Dear Mr. Kroh,

Blackstone Environmental, Inc. (Blackstone), on behalf of American Waste Systems and Cass County Transfer Station, is submitting this SUP amendment application. Cass County Transfer Station is requesting amendments to SUP conditions.

Condition 3 – Cass County Transfer Station wishes to store white goods and bulk storage outside of the building facility.

Condition 6 – Cass County Transfer Station wishes to dispose of leachate from the transfer station directly to the City's sanitary sewer system through a grease interceptor.

Should you have any questions regarding this report or require additional information, please feel free to contact Kyle Kukuk at 913-956-6223.

Respectfully,
BLACKSTONE ENVIRONMENTAL, INC.

A handwritten signature in blue ink, appearing to read 'Kyle Kukuk'.

Kyle Kukuk, P.E.
Senior Project Manager

CC: Mr. Gale Holsman – Cass County Waste Transfer, LLC

STAFF RECOMMENDATION

Both the staff and the Planning Commission recommend approval of the amended special use permit subject to the following stipulations and based on the findings contained in the staff report. Conditions No. 3, 6,9 and 14 have been modified to reflect changes requested by the applicant and staff.

1. The Use - This special use permit authorizes the operation of a solid waste transfer station.
2. Location - The solid waste transfer station is approved on 4.8 acres at 2901 S. Brickplant Road (Parcel No. 13-31-05-000-000-035.002).
3. Exterior Appearance -All operations, including hand unloading, shall be conducted within a fully enclosed building with the exception of a bulk storage container in which white goods and other bulk items shall be deposited, and the parking of trash trucks and vehicular traffic utilizing and supporting the transfer station. The storage container for white goods and other bulk items shall be kept in the unused dock-high loading area on the east side of the building. No bulk items shall be kept outside the storage container and the exterior grounds shall be kept clear of trash. Unused trash dumpsters may be kept on the property, but only along the east fence.
4. Environmental -- The transfer station shall not be operated so as to produce or emit dust, fly ash, radiation, gases, heat, glare, or other effects which are obviously injurious to humans at the property line.
5. Odors - The transfer station shall not be operated so as to produce odors which a noticeable at the property line. Any trucks or trailers with trash or refuse exposed left outside after hours will be covered.
6. Tipping Floor - For fire prevention reasons and to reduce odors, the tipping floor shall be cleaned at the end of each day and any fluids involved in the process shall be ~~disposed of in a landfill~~ treated and deposited in the sanitary sewer in a manner approved by the City Engineer/ Director of Public Works .
7. Vibration -- The transfer station shall not be operated so as to produce vibration or concussion perceptible without instruments at the property line.
8. Noise Level -- The transfer station shall not be operated so as to produce a noise level that exceeds seventy-five (75) dB(A) at any point along the property line.
9. Public Sewage Disposal Facilities -- Industrial processes and wastes shall be of such a quantity and nature so as to not overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line. The applicant shall also meet the following conditions regarding public sewage disposal. These conditions may be modified administratively by the

Director of Public Works throughout the term of the SUP to ensure that the waste does not overburden the public sewage disposal facilities or cause odor and unsanitary effects beyond the property line.

- A. The applicant shall sample the effluent discharged to the City sanitary sewer main and provide test results to the Public Works Department one time within sixty (60) days of the solid waste transfer station becoming fully operational. The following compounds (Influent Parameter) shall be tested, as listed in the table below. The test shall be repeated six (6) months following the first sample and test results submitted to the Public Works Department. If any compounds exceed the limits as indicated below in the following table, the applicant may be required to perform additional testing until the test samples are within the limits indicated in the table below:

INFLUENT PARAMETER		CITY ORD. LIMITS PER SEC. 700.690
Calcium		
Magnesium		
Iron		0
Chemical Oxygen Demand		>600
Oil and Grease		>100
Total Suspended Solids (TSS)		>350
Total Volatile Suspended Solids (N/A)		
Total Nitrogen (calculation TKN+N03+N02)		
Total Kjehldal Nitrogen (TKN)		
Nitrate/Nitrite		
Nitrate (NO3)		
Nitrite (NO2)		
Ammonia		
Total Organic Carbon		
pH (field)		<6.0 x>9.0
Specific Conductivity (field) N/A		
mgl - milligrams per liter		
S.U. - standard units		

umhos/cm	Micromhos per centimeter
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Currently (June 2021), the Missouri Department of Natural Resources (MDNR) does not require sampling for PFOA, PFAS, or PFOS in the wastewater effluent. However, if MDNR require sampling in the future for PFOA, PFAS, or PFOS in the wastewater effluent, these conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste follows the city's MDNR operating permit, and additional testing may be required.

- B. The interceptor shall be pumped out once each month and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations. A copy of the pump out report shall be copied to the Public Works Department.
 - C. In the event the interceptor overflow discharges through tank manholes or backs up into the loading pit, the facility shall be shut down and immediate remedial/corrective action taken by the applicant.
 - D. Any condition attributable to the transfer station which places the City's Wastewater Treatment Plant (WWTP) in a position of being out of compliance with its MDNR operating permit shall negate any prior approvals or conditional approvals and the facility shall cease operations immediately upon notice from the City.
 - E. In accordance with the City Municipal Code, the operation may be subject to discharge extra strength charges.
10. Off-street Parking and Queuing - Off-street parking shall be provided in a number to accommodate the parking needs of participants plus one (1) space for each employee. Any queuing of vehicles waiting to use the transfer station shall occur on-site and not on Brickplant Road or 267th St.
11. City, County and State Standards - The transfer station shall operate in conformance with all applicable City, County, State and Federal ordinances, regulations, and statutes.
12. Permits Required from Missouri Department of Natural Resources (DNR) - The transfer station shall not begin operation until the owner has obtained from DNR a Permit to Operate a Transfer Station, an Air Determination

Permit, and a National Pollutant Discharge Elimination System Permit (NPDES).

13. Open to the Public - The public shall be allowed to bring solid waste to the transfer station during regular business hours during the work week and for a minimum of four (4) hours on Saturdays.
14. Time Limit - 10 years beginning June 21, 2021. Applicant may reapply for renewal of SUP.

STAFF CONTACT: Roger Kroh, Community Development Planner

J. Action Item (ID # 3942)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, GRANTING AN AMENDED 10-YEAR SPECIAL USE PERMIT TO GALE T. HOLSMAN, JR. AND AMERICAN WASTE SYSTEMS TO OPERATE A SOLID WASTE TRANSFER STATION AT 2701 S. BRICKPLANT ROAD.

Attachments:

Ordinance (DOCX)

2021-05-20 Planning Zoning Commission - Full Minutes-1610 (PDF)

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, CASS COUNTY, MISSOURI, GRANTING AN AMENDED 10-
YEAR SPECIAL USE PERMIT TO GALE T. HOLSMAN, JR. AND AMERICAN
WASTE SYSTEMS TO OPERATE A SOLID WASTE TRANSFER STATION AT 2701
S. BRICKPLANT ROAD.**

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application from Gale T. Holsman, Jr. and American Waste Systems for amendments to a special use permit (SUP) granted on August 5, 2019, to operate a solid waste transfer station at 2701 S. Brickplant Road (previously addressed as 2901 Brickplant Road); and

WHEREAS, on May 20, 2021, the Planning Commission did conduct a public hearing, and after evaluating the application for a special use permit did recommend that the Board of Aldermen approve the special use permit subject to certain conditions; and

WHEREAS, on June 7, 2021, the Board of Aldermen continued the public hearing and consideration of the application to June 21, 2021, at the request of the applicant and staff to allow additional time for research on appropriate testing protocols for leachate that will go into the sanitary sewer system;

WHEREAS, on August 21, 2021, the Board of Aldermen did conduct said public hearing, evaluate the application for the special use permit, and considered the recommendation of the Planning Commission.

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

Section 1. A special use permit is hereby approved for Gale T. Holsman, Jr. and American Waste Systems, Inc. to operate a solid waste transfer station subject to the following conditions:

1. The Use – This special use permit authorizes the operation of a solid waste transfer station.
2. Location – The solid waste transfer station is approved on 4.8 acres at 2701 S. Brickplant Road (Parcel No. 13-31-05-000-000-035.002) (Previously addressed as 2901 S. Brickplant RD).
3. Exterior Appearance –All operations, including hand unloading, shall be conducted within a fully enclosed building with the exception of a bulk storage container in which white goods and other bulk items shall be deposited, and the parking of trash trucks and vehicular traffic utilizing and supporting the transfer station. The storage container for white goods and other bulk items shall be kept in the unused dock-high loading area on the east side of the building. No bulk items shall be kept outside the storage container and the exterior grounds shall be kept clear of trash. Unused trash dumpsters may be kept on the property, but only along the east fence.

4. Environmental -- The transfer station shall not be operated so as to produce or emit dust, fly ash, radiation, gases, heat, glare, or other effects which are obviously injurious to humans at the property line.
5. Odors – The transfer station shall not be operated so as to produce odors which a noticeable at the property line. Any trucks or trailers with trash or refuse exposed left outside after hours will be covered.
6. Tipping Floor – For fire prevention reasons and to reduce odors, the tipping floor shall be cleaned at the end of each day and any fluids involved in the process shall be treated and deposited in the sanitary sewer in a manner approved by the City Engineer/ Director of Public Works.
7. Vibration -- The transfer station shall not be operated so as to produce vibration or concussion perceptible without instruments at the property line.
8. Noise Level -- The transfer station shall not be operated so as to produce a noise level that exceeds seventy-five (75) dB(A) at any point along the property line.
9. Public Sewage Disposal Facilities -- Industrial processes and wastes shall be of such a quantity and nature so as to not overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line. The applicant shall also meet the following conditions regarding public sewage disposal. These conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste does not overburden the public sewage disposal facilities or cause odor and unsanitary effects beyond the property line.
 - A. The applicant shall sample the effluent discharged to the City sanitary sewer main and provide test results to the Public Works Department one time within sixty (60) days of the solid waste transfer station becoming fully operational. The following compounds (Influent Parameter) shall be tested, as listed in the table below. The test shall be repeated six (6) months following the first sample and test results submitted to the Public Works Department. If any compounds exceed the limits as indicated below in the following table, the applicant may be required to perform additional testing until the test samples are within the limits indicated in the table below:

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Calcium	
Magnesium	
Iron	0
Chemical Oxygen Demand	>600
Oil and Grease	>100
Total Suspended Solids (TSS)	>350
Total Volatile Suspended Solids (N/A)	
Total Nitrogen (calculation TKN+N03+N02)	
Total Kjehldal Nitrogen (TKN)	
Nitrate/Nitrite	
Nitrate (NO3)	
Nitrite (NO2)	
Ammonia	
Total Organic Carbon	
pH (field)	<6.0 x>9.0
Specific Conductivity (field) N/A	

mgl – milligrams per liter		
S.U. – standard units		
umhos/cm		Micromhos per centimeter

Currently (June 2021), the Missouri Department of Natural Resources (MDNR) does not require sampling for PFOA, PFAS, or PFOS in the wastewater effluent. However, [if MDNR require sampling in the future for PFOA, PFAS, or PFOS](#) in the wastewater effluent, these conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste follows the city's MDNR operating permit, and additional testing may be required.

- B. The interceptor shall be pumped out once each month and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations. A copy of the pump out report shall be copied to the Public Works Department.
 - C. In the event the interceptor overflow discharges through tank manholes or backs up into the loading pit, the facility shall be shut down and immediate remedial/corrective action taken by the applicant.
 - D. Any condition attributable to the transfer station which places the City's Wastewater Treatment Plant (WWTP) in a position of being out of compliance with its MDNR operating permit shall negate any prior approvals or conditional approvals and the facility shall cease operations immediately upon notice from the City.
 - E. In accordance with the City Municipal Code, the operation may be subject to discharge extra strength charges.
10. Off-street Parking and Queuing – Off-street parking shall be provided in a number to accommodate the parking needs of participants plus one (1) space for each employee. Any queuing of vehicles waiting to use the transfer station shall occur on-site and not on Brickplant Road or 267th St.
 11. City, County and State Standards – The transfer station shall operate in conformance with all applicable City, County, State and Federal ordinances, regulations, and statutes.
 12. Permits Required from Missouri Department of Natural Resources (DNR) – The transfer station shall not begin operation until the owner has obtained from DNR a Permit to Operate a Transfer Station, an Air Determination Permit, and a National Pollutant Discharge Elimination System Permit (NPDES).
 13. Open to the Public – The public shall be allowed to bring solid waste to the transfer station during regular business hours during the work week and for a minimum of four (4) hours on Saturdays.
 14. Time Limit – 10 years beginning June 21, 2021. Applicant may reapply for renewal of SUP.

Section 2: The boundaries of the special use permit comprise the following real estate in the City of Harrisonville, Cass County, Missouri, described as follows:

Legal Description

Lot 2, BRICKYARD INDUSTRIAL PARK, a subdivision of land in the City of Harrisonville, Cass County, Missouri according to the recorded Plat thereof, of record in Plat Book 15 Page 28.

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 21ST DAY OF JUNE 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 21ST DAY OF JUNE 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 21ST DAY OF JUNE 2021.

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

ATTEST:

Daniel Barnett, City Clerk
WITNESS my hand and seal this 21st day of June 2021

Exhibit I: Map of 2701 S. Brickplant Road

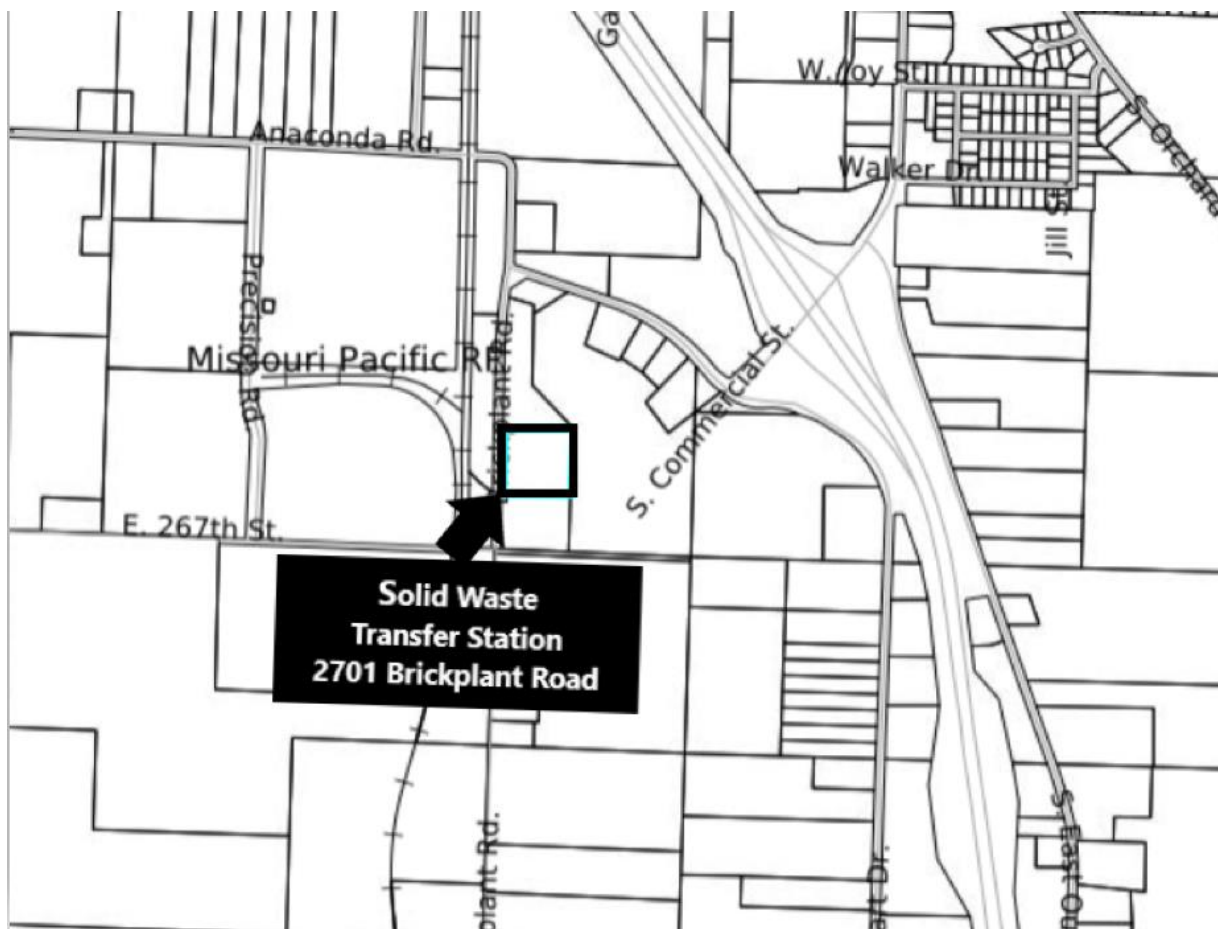
EXHIBIT I

SOLID WASTE TRANSFER STATION

2701 S. Brickplant Road

Legal Description

Lot 2, BRICKYARD INDUSTRIAL PARK, a subdivision of land in the City of Harrisonville, Cass County, Missouri according to the recorded Plat thereof, of record in Plat Book 15 Page 28.





DRAFT
MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
CITY HALL
MAY 20, 2021
6:00 PM

1. Call to Order

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

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Present	
Scott Milner	Harrisonville		Present	
Judy Bowman	Harrisonville	Mayor	Present	
Virgil Butler	Harrisonville		Absent	
Dorothy Young	Harrisonville		Present	
Cheryl Bush	Harrisonville	Board Member	Present	
Barrett Welton	Harrisonville		Present	
Wilbert Crawford	Harrisonville		Present	
Brian Pulliam	Harrisonville		Present	

Also in attendance were Kevin Wood, Applicant; Larry and Donna Pfautsch, Applicants; Bill and Shirley Woods, Residents; Randy Coburn, Resident; Morris Coburn, Resident; Gale Holsman, President and CEO of American Waste Systems and Cass County Transfer Station; Bill Shelton, Property Owner; Kyle Kukuk, Blackstone Environmental Senior Project Manager; Gail Worth, supporter of Cass County Transfer Station; John Gerke, Applicant; Cindy Warner, Attorney for Applicant John Gerke (by zoom); Judy Reece, Alderman Liaison; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Apr 15, 2021 6:00 PM

With no additions or corrections, the minutes for the April 15, 2021, meeting were unanimously accepted.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dorothy Young
SECONDER:	Scott Milner
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

3. Agenda Items

A. Public Hearing - Rezoning of 2.377 Acres at 2510 Burris Drive from C-O District to R-1 District

The Public Hearing was opened at 6:05 PM.

Roger Kroh presented the Staff Report. This is an application for rezoning Lot 1 in Burris Ridge Subdivision, Plat 1, from C-O Non-retail Business Zoning District to R-1 Single Family Residential Zoning District. Kevin Wood, the current property owner, would like to build a single-family home on this lot. The C-O district allows this; however, Mr. Wood would like the zoning to be consistent with the use. Staff recommends approval.

Kevin Wood thanked the Commission for considering his application. He stated that he signed the original plat in 2005. The developer that handled the original plat has since left.

Dorothy Young asked if access to the property would be off Burris Drive or off of 7 Highway. Mr. Kroh said that access would be off Burris Drive. He also stated that there would be an application coming to the Board of Zoning Adjustment that staff would be supportive of a variance to the driveway access restriction on the plat. Given that this lot is being rezoned from C-O to R-1, staff will support a variance reducing the access restriction from 50 ft. from the Hwy 7 right-of-way to 100 ft. from the Hwy 7 centerline. This is consistent with City design requirements.

There were no questions or comments from the public.

The Public Hearing was closed at 6:11 PM.

B. Rezoning of 2.377 Acres at 2510 Burris Drive

Wilbert Crawford made motion to recommend approval to the Board of Alderman for the reason in the Staff Report. Cheryl Bush seconded the motion. The motion passed unanimously.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Cheryl Bush, Board Member
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

C. Public Hearing - Rezoning of 2.2 Acres at 2507 Burris Drive

The Public Hearing was opened at 6:12 PM.

Roger Kroh presented the Staff Report. This is an application for rezoning Lot 2 in Burris Ridge Subdivision, Plat 1, from C-1 Local Business Zoning District to R-1 Single Family Residential Zoning District for the purpose of creating single family lots. Larry and Donna Pfautsch wish to subdivide the 2.2 acres into 2-4 lots. City staff is supportive of rezoning for the reasons listed in the staff report. If zoning is approved applicants will submit a plat for approval.

There were no questions or comments from the public.

The Public Hearing was closed at 6:16 PM.

D. Rezoning of 2.2 Acres at 2507 Burris Dr.

Mayor Bowman made motion to recommend approval to the Board of Alderman for the reason in the Staff Report. Barrett Welton seconded the motion. The motion passed unanimously.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Judy Bowman, Mayor
SECONDER:	Barrett Welton
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

E. Public Hearing - Amended SUP, Cass Co Transfer Station, 2901 Brickplant RD

Roger Kroh presented the Staff Report. He reminded the Commission that they approved the SUP August of 2019. During the review process with DNR for a permit to operate, there were 2 items that the applicant would like to change in the Special Use Permit and one item that the city staff would like to change.

Kroh said the first change is that the leachate from the transfer station be allowed to go through a grease interceptor and into a sewer main instead of to the landfill. The department of Natural Resources does not wish the leachate to be deposited into the landfill. Public Works said that the amount of liquid coming from the transfer station would be a very small amount compared to that coming from other industries in that area. They have proposed a testing process program that are incorporated into the stipulations. Kroh said that if tests failed, the transfer station would be shut down until problems are resolved. Public Works and consultant Burns and McDonnell have decided there are 21 tests they want done.

The applicant also would like to be able to pick up white goods. In the original SUP approved in 2019, the city said no outside storage. Staff has no disagreement with amending the stipulation to allow white goods and bulk items to be stored in a dumpster kept in the dock-loading area on the east side of the building given that it is not visible from the street.

Last, staff would like to amend the stipulation that does not allow outdoor storage other than garbage trucks so that dumpsters can be stored along the east fence of the property farthest from Brickplant Road.

Roger Kroh passed out a revised set of stipulations based on additional discussions. The Director of Public Works is reviewing. They were as follows.

05-20-21 Revised Conditions for Transfer Station

1. The Use - This special use permit authorizes the operation of a solid waste transfer station.

2. Location - The solid waste transfer station is approved on 4.8 acres at 2701 S. Brickplant Road (Parcel No. 13-31-05-000-000-035.002).

3. Exterior Appearance -All operations, including hand unloading, shall be conducted within a fully enclosed building with the exception of a bulk storage container in which white goods and other bulk items shall be deposited, and the parking of trash trucks and vehicular traffic utilizing and supporting the transfer station. The storage container for white goods and other bulk items shall be kept in the unused dock-high loading area on the east side of the building. No bulk items shall be kept outside the storage container and the exterior grounds shall be kept clear of trash. Unused trash dumpsters may be kept on the property, but only along the east fence.

4. Environmental -- The transfer station shall not be operated so as to produce or emit dust, fly ash, radiation, gases, heat, glare, or other effects which are obviously injurious to humans at the property line.

5. Odors - The transfer station shall not be operated so as to produce odors which a noticeable at the property line. Any trucks or trailers with trash or refuse exposed left outside after hours will be covered.

6. Tipping Floor - For fire prevention reasons and to reduce odors, the tipping floor shall be cleaned at the end of each day and any fluids involved in the process shall be treated and deposited in the sanitary sewer in a manner approved by the City Engineer/ Director of Public Works .

7.Vibration -- The transfer station shall not be operated so as to produce vibration or concussion perceptible without instruments at the property line.

8.Noise Level -- The transfer station shall not be operated so as to produce a noise level that exceeds seventy-five (75) dB(A) at any point along the property line.

9.Public Sewage Disposal Facilities -- Industrial processes and wastes shall be of such a quantity and nature so as to not overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line. The applicant shall also meet the following conditions regarding public sewage disposal. These conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste does not overburden the public sewage disposal facilities or cause odor and unsanitary effects beyond the property line.

A. Effluent discharge to City sanitary main shall be sampled once each week for 6 months of operation and then monthly thereafter and test for chemical oxygen demand, ammonia, nitrogen, total organic carbon, total suspended solids, grease, oil, iron, and any additional items from industrial facilities that the Missouri Department of Natural Resources requires cities to monitor and test for during the term of this SUP. Test results shall be submitted to City Public Works (PW) Department. The interceptor shall be pumped out and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations, once each month for the duration of the transfer station operations, the pump out report shall be copied to City PW department. Flow quantities shall also be monitored during the 6-month period and results submitted

to City PW department to verify the original estimates of Blackstone Environmental, the Engineer of Record (EOR).

B. The EOR shall obtain an effluent testing sample from an operational transfer station and submit test results to City Public Works for consideration of modification to conditions of operation.

C. Interceptor overflow discharge through tank manholes or back up into loading pit will require facility shutdown and immediate remedial/corrective action.

D. Any condition attributable to the transfer station which places the City's Wastewater Treatment Plant (WWTP) in a position of being out of compliance with its MDNR operating permit shall negate any prior approvals or conditional approvals and the facility shall cease operations immediately upon notice from the City.

E. In accordance with the City Municipal Code, the operation may be subject to discharge extra strength charges.

10. Off-street Parking and Queuing - Off-street parking shall be provided in a number to accommodate the parking needs of participants plus one (1) space for each employee. Any queuing of vehicles waiting to use the transfer station shall occur on-site and not on Brickplant Road or 267th St.

11. City, County and State Standards - The transfer station shall operate in conformance with all applicable City, County, State and Federal ordinances, regulations, and statutes.

12. Permits Required from Missouri Department of Natural Resources (DNR) - The transfer station shall not begin operation until the owner has obtained from DNR a Permit to Operate a Transfer Station, an Air Determination Permit, and a National Pollutant Discharge Elimination System Permit (NPDES).

13. Open to the Public - The public shall be allowed to bring solid waste to the transfer station during regular business hours during the work week and for a minimum of four (4) hours on Saturdays.

14. Time Limit - 10 years. Applicant may reapply for renewal of SUP.

In the meeting, Roger Kroh indicated that he had just received word from the Director of Public Works that he wishes Condition 9A to be amended to reflect a list of twenty-one (21) compounds that Burns and McDonnell recommend to be tested. Kroh recommended that Condition 9A be amended to read as follows:

9(A). Effluent discharge to City sanitary main shall be sampled once each week for 6 months of operation and then monthly thereafter and test twenty-one (21) compounds specified by the Director of Public Works and any additional items from industrial facilities that the Missouri Department of Natural Resources requires cities to monitor and test for during the term of this SUP. Test results shall be submitted to City Public Works (PW) Department. The interceptor shall be pumped out and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations, once each month for the duration of the transfer station operations, the pump out report shall be copied to City PW department. Flow quantities shall also be monitored during the 6-month period and results submitted to City PW department to verify the original estimates of Blackstone Environmental, the Engineer of Record (EOR).

The applicant, Gale Holsman, owner of Cass County Transfer Station, said that they will clean the floor of the transfer station every night and they are investing in cleaning machinery that will keep the wash contained. They are also installing a grease interceptor.

Kyle Kukuk, with Blackstone Environmental, consulting engineer for the transfer station, said that they agree to the testing protocol for items listed in the May 20, 2021, draft of conditions, but not the expanded list of twenty-one (21) compounds that Burns and McDonald recommend they test. Mr. Kutak said that other transfer stations are not required by DNR to test for these 21 compounds and DNR has no testing protocols for many of them at this time. He said that testing is costly. Kukuk added that they are installing a grease interceptor whereas the standard practice is for transfer stations to deposit their sewage directly into a sewer main without going through a grease interceptor.

Gale Holsman said they hope to provide the City with a sample of leachate from another transfer station and hopefully that will prove that testing twenty-one (21) compounds is unnecessary.

The Public Hearing was opened at 6:26 PM.

Bill Shelton, the owner of the property, spoke in favor of the application and said that he is opposed to a city imposing testing requirements that have not been adopted by DNR.

Dorothy Young said that she is concerned that the city might be allowing leachate from the transfer station that DNR does not want in the landfill. Roger Kroh said that he is advised by Public Works that the amount of leachate coming from the transfer station will be very much diluted with other sewage going to the plant, but the testing is in place just to be sure there are no problems.

Dorothy Young ask if DNR is recommending or prohibiting the city from sending leachate to the landfill. Kyle Kukuk said they are prohibiting it from going into the landfill, which leaves sending to the sewer plant as the only alternative for disposing it.

Dorothy Young asked if the city is requiring the transfer station to reimburse the city for any damage that sewage from the transfer station might do to the sewer plant and the microbes that treat the sewage. Kroh said that the Public Works Director believes that the proposed conditions adequately protect the City, but he will discuss the question with the director.

Judy Bowman ask about the MDNR inspections. Mr. Kukuk said they are inspected annually by DNR.

Bill Shelton said the transfer station first went into operation in 1988. Then the wash ran directly into the sewer. The proposed system of running the wash through a grease interceptor before putting it into a sewer is a much better system.

The Chairman closed the public hearing at 6:42 PM.

The Public Hearing was opened at 6:26 PM.

F. Amended SUP, Cass Co Transfer Station, 2901 Brickplant RD

Wilbert Crawford asked if 2019 will continue to be the start date of the ten (10) year term of the SUP? Roger Kroh said 2019 will continue to be the start date unless reset by the city.

Wilbert Crawford made a motion to recommend for Board Approval the amended Special Use Permit to start the date of BOA approval with the following stipulations. Brian Pulliam seconded the motion. The motion passed unanimously.

1. The Use - This special use permit authorizes the operation of a solid waste transfer station.

2. Location - The solid waste transfer station is approved on 4.8 acres at 2701 S. Brickplant Road (Parcel No. 13-31-05-000-000-035.002).

3. Exterior Appearance -All operations, including hand unloading, shall be conducted within a fully enclosed building with the exception of a bulk storage container in which white goods and other bulk items shall be deposited, and the parking of trash trucks and vehicular traffic utilizing and supporting the transfer station. The storage container for white goods and other bulk items shall be kept in the unused dock-high loading area on the east side of the building. No bulk items shall be kept outside the storage container and the exterior grounds shall be kept clear of trash. Unused trash dumpsters may be kept on the property, but only along the east fence.

4. Environmental -- The transfer station shall not be operated so as to produce or emit dust, fly ash, radiation, gases, heat, glare, or other effects which are obviously injurious to humans at the property line.

5. Odors - The transfer station shall not be operated so as to produce odors which a noticeable at the property line. Any trucks or trailers with trash or refuse exposed left outside after hours will be covered.

6. Tipping Floor - For fire prevention reasons and to reduce odors, the tipping floor shall be cleaned at the end of each day and any fluids involved in the process shall be treated and deposited in the sanitary sewer in a manner approved by the City Engineer/ Director of Public Works .

7.Vibration -- The transfer station shall not be operated so as to produce vibration or concussion perceptible without instruments at the property line.

8.Noise Level -- The transfer station shall not be operated so as to produce a noise level that exceeds seventy-five (75) dB(A) at any point along the property line.

9. Public Sewage Disposal Facilities -- Industrial processes and wastes shall be of such a quantity and nature so as to not overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line. The applicant shall also meet the following conditions regarding public sewage disposal. These conditions may be modified administratively by the Director of Public Works throughout the term of the SUP to ensure that the waste does not overburden the public sewage disposal facilities or cause odor and unsanitary effects beyond the property line.

A, Effluent discharge to City sanitary main shall be sampled once each week for 6 months of operation and then monthly thereafter and test twenty-one (21) compounds specified by the Director of Public Works and any additional items from industrial facilities that the Missouri Department of Natural Resources requires cities to monitor and test for during the term of this SUP. Test results shall be submitted to City Public Works (PW) Department. The interceptor shall be pumped out and contents disposed of in accordance with Missouri Department of Natural Resources (MDNR) regulations, once each month for the duration of the transfer station operations, the pump out report shall be copied to City PW department. Flow quantities shall also be monitored during the 6-month period and results submitted to City PW department to verify the original estimates of Blackstone Environmental, the Engineer of Record (EOR).

B. The EOR shall obtain an effluent testing sample from an operational transfer station and submit test results to City Public Works for consideration of modification to conditions of operation.

C. Interceptor overflow discharge through tank manholes or back up into loading pit will require facility shutdown and immediate remedial/corrective action.

D, Any condition attributable to the transfer station which places the City's Wastewater Treatment Plant (WWTP) in a position of being out of compliance with its MDNR operating permit shall negate any prior approvals or conditional approvals and the facility shall cease operations immediately upon notice from the City.

E. In accordance with the City Municipal Code, the operation may be subject to discharge extra strength charges.

10. Off-street Parking and Queuing - Off-street parking shall be provided in a number to accommodate the parking needs of participants plus one (1) space for each employee. Any queuing of vehicles waiting to use the transfer station shall occur on-site and not on Brickplant Road or 267th St.

11. City, County and State Standards - The transfer station shall operate in conformance with all applicable City, County, State and Federal ordinances, regulations, and statutes.

12. Permits Required from Missouri Department of Natural Resources (DNR) - The transfer station shall not begin operation until the owner has obtained from DNR a Permit

to Operate a Transfer Station, an Air Determination Permit, and a National Pollutant Discharge Elimination System Permit (NPDES).

Open to the Public - The public shall be allowed to bring solid waste to the transfer station during regular business hours during the work week and for a minimum of four (4) hours on Saturdays.

Time Limit - 10 years beginning June 7, 2021. Applicant may reapply for renewal of SUP.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Brian Pulliam
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

G. Public Hearing - SUP & Rezoning, J Gerke Contractor Yard, 2501 E Outer RD

Roger Kroh presented staff report. This is an application for rezoning approximately 1 acre from R-1 to C-2 and a Special Use Permit for a contractor yard at 2501 SE Outer Road. Kroh said the that staff supports the requests providing the applicant and staff reach agreement on proper screening as C-2 does not allow outdoor storage without screening and the zoning regulations require buffering between C-2 uses and R-1 zoned property.

The Chairman opened the Public Hearing at 6:43 PM

Attorney Cynthia Warner and her client, Jonathan Gerke, spoke in support of the application and explained the site plan and said they are willing to meet on it with City staff.

Chairman Chiodina asked about the fill in the rear of the property. Jon Gerke said he had met with the City Engineer before doing it and it is permissible since it is not in the flood plain and less than one acre.

The Chairman closed the Public Hearing at 7:16 PM.

H. SUP & Rezoning, J Gerke Contractor Yard, 2501 E Outer RD

Dorothy Young made a motion to recommend approval to the Board of Alderman of a ten-year special use permit for a contractor yard on 1.6 acres at 2501 E. Outer Road for the reasons contained in the Staff Report, the related conversation had during the meeting, and subject to the conditions listed in the staff report, and the applicant and staff finalizing the landscape plan. Scott Milner seconded the motion.

The Chairman asked staff to pin down the date for screening to be in.

The motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dorothy Young
SECONDER:	Scott Milner
AYES:	Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam
ABSENT:	Virgil Butler

4. Discussion Items

Mr. Kroh told the Commission that Gould Evans has been working on the Citizen Survey. This is the 1st step for the new Comprehensive Plan.

5. Adjourn

With nothing further to come before the Commission, Scott Milner made a motion to adjourn. Wilbert Crawford seconded. The meeting was adjourned at 7:20 PM.

Chris Chiodini,
Chairperson of the Planning & Zoning Commission

ATTEST:

Jamie Martin, Secretary



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 14, 2021
SUBJECT: May 2021 Municipal Court Report

Type of Item: *Report*

- A. Discussion Item (ID # 3938)**
May 2021 Municipal Court Report

Attachments:

May report (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **May 2021** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge

6/8/21
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

6-11-21
Date

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary

RECEIVED
JUN 11 2021
CITY OF HARRISONVILLE

Attachment: May report (May 2021 Municipal Court Report)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Harrisonville Municipal Division

I. COURT INFORMATION

Reporting Period:		
May	2021	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
300 E. Pearl St. Harrisonville, MO 64701	PO Box 367 Harrisonville, MO 64701	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 380-8903	(816) 380-8910	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
MICHELLE SHAFFER	michelle.shaffer@courts.mo.gov	Don Lograsso

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		101	783	795
B. Cases (citations / informations) filed		4	55	61
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	1
	3. court / bench trial - NOT GUILTY	0	1	2
	4. plea of GUILTY in court	2	26	14
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	5	0
	6. dismissed by court	0	0	3
	7. nolle prosequi	0	8	7
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	2	40	27
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		103	798	829
E. Trial de Novo and / or appeal applications filed		0	0	0

Attachment: May report (May 2021 Municipal Court Report)

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	103	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	82	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,138		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$2,413.50
Clerk Fee – Excess Revenue	\$288.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$8.51
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$2,710.01
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$3,543.50
Clerk Fee – Other	\$240.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$44.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$312.09
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$7.40
Law Enforcement Training (LET) Fund surcharge	\$88.00
Domestic Violence Shelter surcharge	\$90.00
Inmate Prisoner Detainee Security Fund surcharge	\$88.00
Sheriffs' Retirement Fund (SRF) surcharge	\$132.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,050.00
Total Other Revenue	\$5,594.99
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DWI RECOUPMENT FEE	\$374.00
Total Other Disbursements	\$374.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,679.00
Bond Refunds	\$620.00
Total Disbursements	\$9,299.00