



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
AUGUST 2, 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. Myers 75th Anniversary Proclamation**
 - B. 2020 HPD Employee of the Year Recognition**
- 3. Public Participation**
 - A. Agenda Request - Laurence Smith**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jul 19, 2021 6:00 PM**
 - B. Board of Aldermen - Work Session - Jul 19, 2021 6:30 PM**
 - C. Executive Session Minutes - March 1, 2021**
 - D. Executive Session Minutes - April 19, 2021**
 - E. Executive Session Minutes - May 17, 2021**
- 5. Agenda Items**
 - A. HHS Homecoming Parade 2021**
 - B. Log Cabin Festival 2021**
 - C. Council Bill 61: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF MICHELLE HART AS A FULL MEMBER ON THE BOARD OF ZONING ADJUSTMENT**

- D. Council Bill 62: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HARRISONVILLE CASS R-9 SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AND ESTABLISHING AN EFFECTIVE DATE.**
 - E. Council Bill 63: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TOW POLICY AGREEMENT WITH J'S SOUTHLAND TOW, MILLER TOW AND SUCH OTHER TOW COMPANIES AS ARE WILLING TO MEET THE REQUIREMENTS OF THE AGREEMENT.**
 - F. Council Bill 64: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, AND ESTABLISHING AN EFFECTIVE DATE.**
 - G. Council Bill 65: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING A SURCHARGE FOR THE STATEWIDE COURT AUTOMATION FUND AND ESTABLISH AN EFFECTIVE DATE.**
 - H. Council Bill 66: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE TO APPROVE THE FINAL PLAT OF BURRIS DRIVE ESTATES LOTS 1 THRU 3, BEING A REPLAT OF LOT 2, "BURRIS RIDGE 1ST PLAT" AT THE SOUTHWEST CORNER OF BURRIS DRIVE AND MECHANIC STREET (STATE ROUTE 7) IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**
- 6. Aldermen and Committee Reports**
 - 7. Report from the City Administrator**
 - 8. Questions from the Media**
 - 9. Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 29th day of July, 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.



CHARLES AND IDA MYERS' DAY PROCLAMATION

WHEREAS, Charles and Ida Myers were united in marriage on August 4, 1946 in Kansas City, KS and are now celebrating their 75th Wedding Anniversary; and

WHEREAS, this marriage has been blessed with five children who have received from their parents the kind of happy home life and careful training that develops good citizens and worthy adults; and

WHEREAS, in addition to providing for their family a legacy of wit, wisdom, and love, Charles, a veteran of the United States Navy, and Ida, a dedicated homemaker, have found time to participate in social, church and civic organizations, including many years of membership at Faith Baptist Church; and

WHEREAS, they have earned the respect of all with whom they have come in contact, and the love and affection of a host of friends;

NOW, THEREFORE, I Judy Bowman, Mayor of the City of Harrisonville, along with the full Harrisonville Board of Aldermen, and all our citizens, do hereby extend to Charles and Ida this expression of our sincere congratulations on this happy occasion and declare August 4, as Charles and Ida Myers' Day in Harrisonville.

FURTHER, BE IT RESOLVED that a copy of this certificate shall be delivered to them with our best wishes for many more happy years of health and happiness together.

SIGNED, in the City of Harrisonville, Missouri, this 2nd day of August, 2021.

Judy Bowman, Mayor

Attachment: Myers 75th anniversary proclamation (Myers 75th Anniversary Proclamation)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: July 27, 2021
SUBJECT: 2020 HPD Employee of the Year Recognition

Type of Item: *Recognition*

GENERAL INFORMATION

Applicant: John J. Hofer

Requested Actions: Recognition of the 2020 HPD Employee of the year

Date of Application: August 27, 2021

PROPOSAL

Recognize and award the 2020 Harrisonville Police Department Employee of the Year.

PREVIOUS ACTIONS

For many years this award has been presented during the Cass County Elks Lodge Law Enforcement Appreciation Banquet in the spring. Due to covid-19 this event has not occurred the last two years.

KEY ISSUES

N/A

STAFF COMMENTS AND SUGGESTIONS

Corporal Sam Williams and Officer Matt McCulloch have been chosen as co- recipients of the 2020 Employee of the Year for the Harrisonville Police Department. Williams and McCulloch are being recognized for their efforts on August 30, 2020, when at 1532 hrs. they responded to 1900 N. Commercial in regard to a stabbing. When Williams and McCulloch arrived on scene, they located a single victim suffering from a large laceration to the neck. At that point both officers conducted life saving measures that probably saved the life of the victim.

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Williams Plaque

McCulloch Plaque

STAFF CONTACT:

John J. Hofer, Chief of Police

jhofer@harrisonville.com

B. Action Item (ID # 3961)

2020 HPD Employee of the Year Recognition

Attachments:

SKM_C36821072717570 (PDF)

SKM_C36821072717560 (PDF)

HARRISONVILLE POLICE DEPARTMENT



2020

OFFICER OF THE YEAR

IN RECOGNITION OF

Outstanding Dedication
to Public Safety

~~~~~  
Honoring

Officer Sam Williams



# HARRISONVILLE POLICE DEPARTMENT

2020

OFFICER OF THE YEAR

IN RECOGNITION OF

Outstanding Dedication

to Public Safety



Honoring

Officer Matthew McCulloch



**TO:** Board of Aldermen  
**FROM:** Daniel Barnett,  
**DATE:** July 28, 2021  
**SUBJECT:** Agenda Request - Laurence Smith

**Type of Item:** *Discussion*

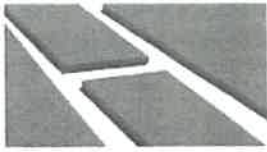
**A. Discussion Item (ID # 3968)**

Agenda Request - Laurence Smith

Attachments:

Laurence Smith 7-20 (PDF)

8-02-21 BOA reg session SR for property owner address to BOA (DOCX)



City of

# Harrisonville

est.  
1836

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

## 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 1<sup>st</sup> and the 3<sup>rd</sup> Monday of each month.

Date of Request: 7/20/2021 Scheduled Meeting Date: 8/2/2021

Full Name of Speaker: Laurence Smith Organization: \_\_\_\_\_

Home Address: 18309 E. 253<sup>rd</sup> St. City Hville State MO Zip 64701

Home Phone #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_ Cell#: 816 522 4568

Email: LSmith@ReeseNichols.com

Specifics of Topic: Mowing Ordinance

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

Desired Outcome: Narrow the scope of the mowing Ordinance to Not include larger undeveloped parcels of land.

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

JUL 20 2021

CITY OF HARRISONVILLE

Signature: \_\_\_\_\_

*Smith*

Office Use Only:

Date request received: \_\_\_\_\_



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:** August 2, 2021  
**Re:** Property owner proposed change to high weeds and high grass prohibited ordinance.

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#### GENERAL INFORMATION

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**Applicant:** N/A

**Requested Actions:** Keep ordinance 220.020 and 220.400 as written.

**Date of Application:** N/A

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#### PROPOSAL

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Keep ordinance 220.020 and 220.400 in place as written.

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#### PREVIOUS ACTIONS

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Section 220.020 A. 3. Currently:

Any growth of weeds, grasses or bushes to a greater height than twelve (12) inches; provided that this shall not apply to planted and cultivated flowers, shrubbery or other landscaping.

*Exception:* In agricultural zoned properties, or properties used for agricultural, there shall be no weeds, grasses or bushes over twelve (12) inches in height a minimum distance of twenty (20) feet from any adjoining property line, street or alley.

Section 220.400 Currently:

Any owner, lessee or occupant or any agent, servant, representative or employee of any such owner, lessee or occupant having control of any lot of ground or any part of any lot who shall allow or maintain on any such lot any growth of weeds or grass to a height of twelve (12) inches or more shall be deemed guilty of a misdemeanor. Whenever private property abuts a public right-of-way or easement belonging to the City of Harrisonville or any public entity, except for rights-of-way sloped more than 3:1 (18 degrees), and there exists in such right-of-way or easement a tree lawn or grassy area between the private property line and the midline of said right-of-way or easement, then such tree lawn or grassy area shall be considered, for purposes of this Section requiring cutting of grass and weeds, to be a part of the private lot which abuts the right-of-way or easement and it shall be the duty of those responsible under this Section for the maintenance of the private lot to equally maintain the tree lawn or

grassy area within the abutting right-of-way or easement and all of the provisions of this Section shall apply with equal force and effect to said tree lawn or grassy area. The violation of this provision shall be punished by a fine not exceeding five hundred dollars (\$500.00) or such imprisonment not exceeding ten (10) days, or by both such fine and imprisonment. Each day any violation of this provision shall continue shall constitute a separate punishable offense.

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### **KEY ISSUES**

The ordinance, as written, gives the codes department the ability to enforce mowing of vacant lots in high traffic/ high density locations, no matter what the zoning district is. It also allows for baling on AG zoned land. It also gives the codes department the ability to make judgement calls to allow property owners to bale/hay the property, even if not AG zoning, if it is in a location that does not impact adjacent residential or commercial properties.

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### **STAFF COMMENTS AND SUGGESTIONS**

Staff feels that the current ordinance serves the purpose it is intended to. We realize the commodity factor of hay and we also have made exceptions for this in specific circumstances.

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### **STAFF RECOMMENDATION**

Leave the ordinance in place as written.

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### **ATTACHMENTS**

STAFF CONTACT: CHRIS ARTHUR – BUILDING OFFICIAL



**DRAFT**  
**MINUTES**  
**CITY OF HARRISONVILLE**  
**BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**CITY HALL**  
**JULY 19, 2021**  
**6:00 PM**

**1. Call to Order**

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

**A. Pledge of Allegiance**

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

*Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, City Attorney Steve Mauer, Public Works Director/City Engineer Carl Brooks, Electric Department Superintendent Andy Pollard, Police Chief John Hofer, Fire Chief Eric Myler, Ben Hart C.P.A. with Baker Tilly and City Clerk Daniel Barnett - recording.*

**2. Ceremonial Matters**

None.

**3. Public Participation**

None.

**4. Approval of Minutes**

**A. Board of Aldermen - Regular Meeting - Jul 6, 2021 6:00 PM**

**RESULT: ACCEPTED [UNANIMOUS]**

**MOVER:** Sandy Franklin, Board Member  
**SECONDER:** Marcia Milner, Board Member  
**AYES:** Mills, Zaring, Franklin, Milner, Reece, Davidson, Turner  
**EXCUSED:** Dave Doerhoff

**B. Board of Aldermen - Work Session - Jul 6, 2021 6:30 PM**

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

**5. Agenda Items**

**A. A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A ROAD USE AND MAINTENANCE AGREEMENT BY AND BETWEEN CASS COUNTY, MISSOURI AND THE CITY OF HARRISONVILLE, MISSOURI.**

*Staff report presented by Public Works Director/City Engineer Brooks.*

*Brooks spoke to the history of the agreement, including efforts to discuss the project with those living in the area.*

*Brooks said the change that has been made to the agreement currently before the Board was to relocate the sewer pipeline from outside the County right-of-way and individuals front yard property area to lay the sewer pipe under the County roadway.*

*Brooks said he believes that with the changes that are now in place, the Cass County Commissioners will approve of the agreement.*

*Alderwoman Milner asked if the new line will be laid into any residential property during the project.*

*Brooks said the project would run through one property, but said the property is not considered residential, but light industrial, with a property owner who does not live on the property or even in the state.*

*City Administrator Ratliff asked if a temporary easement will be needed on any properties during the construction process.*

*Brooks said yes, a temporary easement will be required, due to the property owners in the area technically owning into the middle of the road.*

*Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3554.*

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

**B. 2021 Mid-year Budget Report**

*Baker Tilly C.P.A. Ben Hart thanked the Board for allowing him to present and outlined what items he would cover during his presentation.*

*Hart spoke to the current position of City-Wide Revenues, by fund.*

*Hart noted that sales tax revenue has increased through the second quarter.*

*Hart noted that revenues are up by about 40-percent.*

*Hart spoke to the current position of City-Wide Revenues, by type.*

*Hart spoke to the current position for City-Wide Expenses, by fund. Hart noted that several expense funds are up, but reminded the Board that a combination of expenses held back due to the COVID-19 pandemic and budget moves have created those increases.*

*Hart provided the Board with a comparison between City revenues and City expenses, by fund for the second quarter.*

*Hart provided the Board with a comparison between City budgeted versus actual expenses, by fund for the second quarter.*

*Hart said overall the City is in a good position financially and said he was actually surprised to see how well the City was doing.*

*Hart informed that Board that the General Fund Cumulative Sales Tax is up 44% from 2020.*

*Hart provided the Board with a look ahead at the budget calendar for the 2022 budget. Hart said he hopes to bring the 2022 operating budget to the Board in September, with several work sessions to follow, before adopting the budget in either November or December of 2021.*

*Mayor Bowman said she was very pleased to see such a positive report and appreciated the comparison between 2021 and 2019.*

*Bowman asked if the Board approved of the proposed budget calendar presented by Mr. Hart.*

*The Board members agreed that they were in approval of the proposed budget calendar.*

|                |                   |
|----------------|-------------------|
| <b>RESULT:</b> | <b>DISCUSSION</b> |
|----------------|-------------------|

## 6. Aldermen and Committee Reports

*Alderman Mills spoke about a recent presentation he was able to attend regarding current technology for electric meters. Mills encouraged the public to get the COVID-19 vaccination.*

*Alderwoman Franklin reminded the Board that Love the Harrisonville Square will be holding a Bicentennial Celebration on August 7, on the Historic Harrisonville Square and invited all to attend. Franklin spoke about the upcoming Pawpalooza event in September to support the City's Animal Shelter and Dog Park. Franklin said she enjoyed attending the Harrisonville Soccer Program's Alumni Game on July 17, and said it was a good event.*

## 7. Report from the City Administrator

*City Administrator Ratliff reminded the Board that the Fire Protection Sales Tax will be on the August 3, ballot and spoke about where Aldermen and the public can find key information about the initiative on the City's website.*

*Ratliff provided the Board with an update about City's work with the Missouri Department of Transportation to secure funding for runway improvements at Lawrence Smith Memorial Airport. Ratliff said MoDOT staff has informed City staff that the Federal Aviation Administration is supportive of trying to find funding for the project and is looking at whether or not it is feasible to program the project in Federal Fiscal year 2022, which begins in October of 2021. Ratliff said MoDOT staff want to first determine whether or not the City can program local funds to cover the match for the project, provided a grant can be secured for fiscal year 2022.*

Ratliff informed the Board that work on the Outdoor Pool continues to move forward. Ratliff spoke to concerns and complaints residents have had about the project and discussed the current state of the project. Ratliff says he hopes to see movement on the project in August.

Ratliff informed the Board that in regards to the spillway and dam projects at the City Park lakes, soil-boring work will begin soon and City staff are preparing an easement required for the location of the adjoining property. Ratliff said engineering firm Wilson & Co will be submitting the final plan review next week with the advertisement of project expected to happen in mid-August.

Ratliff spoke to the Board about the current state of the trash-collection situation. Ratliff said Municipal Waste Services continues to pick up trash and recycling and is expected to continue collections until August 1. Ratliff reminded the Board that WCA/GFL will be distributing new trash and recycle carts to City residents this week.

Ratliff spoke to the Board about the ongoing improvements at the Community Center and the positive comments that staff have received in regards to those improvements. Ratliff thanked the Board for capitalizing on low interest rates in 2020 to make these improvements possible.

Ratliff informed the Board that demolition has begun on the old Harrisonville Memorial Hospital on W Pearl Street. Ratliff thanked the Code Enforcement and Municipal Court Departments for their efforts to make that demolition possible.

Ratliff informed the Board that the Historic Courthouse Square Presentation Plan survey has been distributed to the public and said that the City-Wide Master Plan survey will be going to the public, in the near future.

Alderman Davidson asked Ratliff to further discuss the City's options for matching funds for the Lawrence Smith Memorial Airport runway project.

Ratliff said the total dollars of the potential grant are \$4.65 million, with a 10-percent match required. Ratliff said the Missouri Department of Transportation has offered to split the City's cost 50/50, making the City's responsibility 5-percent or about \$235,000. Ratliff said MoDOT has also said that if the City is able to move on the project quickly, potentially in 2022, then they might be able to eliminate the need for matching funds. Ratliff said that in order for the City to speed up the project, steps would need to be taken to begin project engineering, valued at \$465,000. Ratliff said the engineering funds could be able, at the worst-case scenario, 90-percent to 95-percent reimbursed. However, by moving the project forward quicker, the chances for 100-percent reimbursement would be improved.

#### **A. June 2021 Municipal Court Report**

#### **8. Questions from the Media**

None.

#### **9. Adjourn from Regular Session**

Mayor Bowman thanked VFW Post 4449 for including her in a ceremony to lay a wreath at the tomb of U.S. Army Sergeant Major Sterling Archibald Galt, who is buried in Orient Cemetery. Bowman said she was grateful to be able to participate in honoring an important piece of history.

Bowman spoke about the July 10, Town Hall meeting and said she was encouraged by how well the meeting went and thanked Building Official Chris Arthur and Code Enforcement Officer Katie Phelps for their explanation of the Rental Ready Program, City Administrator Brad Ratliff for his explanation of the upcoming Chapter 353 program and Police Chief John Hofer and members of his staff for encouraging those in attendance to participate in the neighborhood watch program.

Bowman reminded everyone that COVID-19 numbers are rising and encouraged all who had not yet received the vaccine to get it.

*A motion was made by Alderwoman Milner to adjourn, with a second by Alderwoman Franklin. Motion carried with all ayes. Meeting adjourned at 6:48 p.m.*

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

ATTEST:

\_\_\_\_\_  
Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jul 19, 2021 6:00 PM (Approval of Minutes)



**DRAFT**  
**MINUTES**  
**CITY OF HARRISONVILLE**  
**BOARD OF ALDERMEN**  
**WORK SESSION**  
**CITY HALL**  
**JULY 19, 2021**  
**6:30 PM**

**1. Call to Order**

The meeting was called to order at 6:49 PM by Mayor Judy Bowman.

**2. Present**

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

*Others present: City Administrator Brad Ratliff, Public Works Director/City Engineer Carl Brooks, Police Chief John Hofer, Fire Chief Eric Myler, Electric Superintendent Andy Pollard, Community and Economic Development Director Jim Clarke, and City Clerk Daniel Barnett - recording.*

**3. Discussion Items**

**A. Emergency Services SWOT Analysis**

*Fire Chief Myler began his presentation by speaking to the history of the Harrisonville Emergency Services Department.*

*Myler spoke to the value of his staff and said his staff are the most valuable asset the department possesses.*

*Myler spoke to the certifications and standards required to serve as a Firefighter/EMT or as a Firefighter/Paramedic.*

*Myler laid out the work abilities and responsibilities for both EMT's and Paramedics.*

*Alderwoman Franklin asked if staff had access to mental health resources.*

Minutes Acceptance: Minutes of Jul 19, 2021 6:30 PM (Approval of Minutes)

*Myler said staff have access to a peer-support resource but said the department can do more.*

*Myler presented the SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) for the Emergency Services Department to the Board.*

*Myler presented the strengths of the Emergency Services, including: Availability to respond to any call, Experienced staff, Continued training for all staff and Updated equipment.*

*Myler presented the weaknesses of the Emergency Services, including: A high turnover rate amongst staff, Lack of advanced leadership roles and Job attraction.*

*Myler presented the opportunities for the Emergency Services, including: Recruiting new applicants for open positions, Creating more advanced positions within the department and the Finding additional revenue resources.*

*Myler presented the threats of the Emergency Services, including: A struggle to retain employees, and The presence of consistent danger within the job.*

*Myler spoke to the struggles the department, and many like it, are having with recruitment and retention.*

*Mayor Bowman asked how much a paramedic class costs to attend.*

*Myler said the class costs between \$8,000 and \$9,000.*

*Alderwoman Milner thanked Myler for his presentation and the important information he was able to bring before the Board.*

*Bowman thanked Myler for his work with City Clerk Barnett to create detailed information about the need for the Fire Protection Sales Tax, which is on the August 3, ballot.*

*City Administrator Ratliff commended the Emergency Services Department for their consistent dedication to their work and to serving the community of Harrisonville. Ratliff said he agreed with Chief Myler that Harrisonville can stand toe-to-toe with any other city in the metro, when it comes to emergency services.*

*Bowman asked if the Emergency Services Department does any recruiting at the Cass Career Center.*

*Myler said the department has worked with the Cass Career Center, but said the department is limited to the number of part-time positions they are able to hire and are limited in their capabilities to operate a volunteer service.*

*Community and Economic Development Director Clarke spoke to the value that a strong Fire/Emergency Services Department can bring to the City's ability to recruit new businesses and facilities to the Harrisonville community. Clarke also spoke to the value of having a low ISO and how that affects companies looking at our community.*

*Alderman Turner spoke to the value of flushing fire hydrants throughout the community.*

*Ratliff informed the Board that Public Works staff have begun assisting with flushing fire hydrants in the community.*

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

*The meeting was adjourned at 7:57 p.m.*

**RESULT: DISCUSSION**

Minutes Acceptance: Minutes of Jul 19, 2021 6:30 PM (Approval of Minutes)

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**Work Session****Monday, July 19, 2021****6:30 PM**

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

ATTEST:

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Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jul 19, 2021 6:30 PM (Approval of Minutes)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** John Hofer, Director  
**DATE:** July 27, 2021  
**SUBJECT:** HHS Homecoming Parade 2021

**Type of Item:** *Approval*

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**GENERAL INFORMATION**

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**Applicant:** Harrisonville High School Student Council

**Requested Actions:** Homecoming Parade

**Date of Application:** July 27, 2021

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**PROPOSAL**

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The Harrisonville High School Student Council has requested to have the annual Homecoming Parade on September 10, 2021, from 1:30 pm to 3:00 pm. The parade entries will stage in City Park prior to the beginning of the parade and the parade will commence in City Park again this year.

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**PREVIOUS ACTIONS**

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This event has occurred for many years with minimal problems or concerns described in detail later in this document.

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**KEY ISSUES**

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In years past we have had issues with the participants following the parade rules (attached). The past few years these issues have been very minimal as the school administration has worked diligently to address these issues. The applicant has been provided the rules and regulations sheet (attached) and has agreed to adhere to these rules. The school will submit the required insurance to the City Clerk's Office should this event be approved.

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**STAFF COMMENTS AND SUGGESTIONS**

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This event occurs during normal city business hours so we will attempt to utilize staff from other city departments as well as school district for traffic control rather than pay off-duty police officer's overtime. The VIPS will also be contacted to check their availability to assist as well. Therefore, there should be limited costs for city services associated with this event.

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**STAFF RECOMMENDATION**

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It is staff's recommendation that this event be approved as long as and all noted rules and

regulations are adhered to and that all state laws and local ordinances are followed.

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**ATTACHMENTS**

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Special Event Application  
Parade Rules and Regulations

**STAFF CONTACT:**

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

**A. Action Item (ID # 3960)**

HHS Homecoming Parade 2021

Attachments:

HC Parade App 2021 (PDF)

Parade Rules (PDF)

## CITY OF RAYMORE TOW SERVICE ROTATION PROCEDURE

### I. PURPOSE

To establish terms, conditions and operational guidelines for tow companies to participate in a rotation for the purpose of providing services for tows ordered by the Raymore Police Department or the towing of City vehicles for the City of Raymore.

### II. POLICY

In providing for highway safety and the maintenance of clear and passable roadways, it is sometimes necessary for the Police Department to summon a tow service to remove vehicles. Tow services may also be utilized when it becomes necessary to remove and/or secure a vehicle in connection with any criminal investigation. Emergency towing service requires special knowledge, skills, equipment, and experience and it is in the best public interest that the City of Raymore utilize private towing companies that meet minimum standards for performing emergency towing work at the request of the Police Department or the City on a rotational basis.

### III. PROCEDURE

Qualified tow companies participating in the City of Raymore tow rotation must comply with all applicable Department of Transportation licensing requirements, Federal Motor Carrier Safety Regulations, Missouri Revised Statutes, which include but are not limited to Chapter 304, Traffic Regulations, Section 304.154 – Towing Truck Company Requirements, City of Raymore occupational licensing requirements, and any other applicable regulations.

Qualified tow companies indicating a desire to participate in responding to non-preference police department initiated towing services must have a storage lot in the state of Missouri within a 15-mile radius of Raymore.

Qualified tow companies shall submit the completed application form, all necessary proofs of current insurance coverage and limits along with a current Pricing/Rate Schedule for all tow services as established by the tow company, to the Raymore Police Department to be placed on the rotation list as approved by the Chief of Police or a designee. The application must be renewed annually, and proof of continued insurance coverage with applicable limits must be submitted at the time of renewal to remain in the rotation.

Tow Service Rotation Procedure

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All participating tow companies shall be placed in alphabetical order on a rotational roster maintained by the Raymore Police Department Communications Unit. Towing firms shall be called in their order of appearance on the list.

When a tow service is requested by a police office for either a Police Initiated Tow (defined infra.) or a Non-Preference Tow (defined infra.), the communications officer will call the next tow service on the rotation list. In the event that a tow service cannot be contacted or declines to respond, the appropriate information will be entered in the CAD system and the next tow service on the list will be called.

In order to be called, the towing firms shall be required to submit a twenty-four (24) hour a day telephone number by which they can be contacted by the Communications Unit. Pager numbers are not acceptable for this purpose.

Towing companies shall verbally confirm within two (2) minutes of a telephone call being made that they will be responding with the required equipment to handle the requested towing service. If they do not respond, they will lose their turn on the list and not be called until their name appears on the rotational list again.

If the towing incident involves the blocking of a public roadway, any towing firm, whether Police Initiated, Non-Preference or a Preference Tow (defined infra.), which does not arrive on the scene where they are requested within thirty (30) minutes of being called, may be cancelled by the police employee on the scene. The next firm on the towing rotation list will then be called. If the non-responding firm is on the rotation list, they shall lose their place on the list and not be called until their name appears again.

If the dispatch call is canceled by the City or an authorized agent of the City, the Tow Company will be placed back on the top of the list.

City passenger vehicles shall be towed free of charge by firms participating in the tow rotation. When a tow is needed, communications officers will contact the next tow service on the rotation list. The responding firm will keep its place on the rotation list for the next police ordered tow. If the tow company declines to tow the City passenger vehicle, they shall lose their place on the list and not be called until their name appears again.

Repeated violations, such as failure to respond for a requested rotational tow within the designated time frame or solicitation of business by the tow company which interferes with the reasonable activities of the responding officer, may result in the suspension or revocation of a tow company from the rotation list. A violation related to safety shall be cause for immediate suspension by an on-duty supervisor or commander.

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A log of violations will be kept in the Communications Unit when a problem is identified. The Patrol Commander will be responsible for review of the log and determination of the company's status, which may range from suspension to permanent removal from the tow rotation list.

In the event of a suspension or revocation from the rotation list, the tow company may file an appeal to the Chief of Police within forty-eight (48) hours of the date and time of the suspension or revocation. The Chief of Police shall make the decision and provide the grounds for granting or denying the appeal. Any tow company aggrieved by the decision of the Chief of Police may appeal that decision to the City Manager within ten (10) days of the Police Chief's decision.

Participating tow companies agree to provide the City copies of tow tickets to include a description of the tow (i.e. standard, winching, medium duty, etc.), location, employee ordering the tow and the amount charged.

The responding tow company shall clean up and remove from the roadway all debris associated with an incident that results in a tow.

This policy in no way negates a citizen's right to order a tow of their preference. In the event of a request for a preference tow, the company shall be called by the individual requesting that tow service. The responding officer shall not provide advice or suggestions to a citizen with regard to the selection of a tow service, but may assist with calling.

Tow companies on the rotation shall accept cash, money order, cashiers check, or some type of credit for towing services performed under this agreement.

If a citizen does not have a preference as to the choice of tow service companies, or is unavailable for purposes of providing a preference, the responding officer shall notify the Communications Unit accordingly and the next tow company on the rotation will be notified.

Rates may increase annually by the cost of living increase for Missouri but in any event will be reviewed at least every two years by the Chief of Police or a designee. The City will determine any applicable increases and which may take effect during the year for special circumstances. These rates shall not apply to a Preference Tow which shall be provided to the citizen pursuant to the Pricing/Rate Schedule as established by each individual tow company, and as submitted to the Chief of Police or a designee with the tow company's application or renewal.

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#### IV. DEFINITIONS AND RATES

##### 1. Definitions

- A. The term "Preference Tow" as used within this Policy shall be defined as any tow requested by the owner of a vehicle required to be towed from the scene of an accident, breakdown or other disabling event. Rates for tow services performed under a Preference Tow shall be negotiated and arranged solely between the owner of the vehicle and the tow company representatives chosen by the owner of the vehicle and are not subject to or otherwise controlled by this policy. The responding officer may provide the current Pricing/Rate Schedule to any vehicle owner upon request.
- B. The term "Non-Preference Tow" as used within this Policy shall be defined as any tow wherein the owner of the vehicle required to be towed from the scene of an accident, breakdown, or other disabling event has expressed no preference as to the choice of tow service upon inquiry by the responding police officer. Rates for tow services performed under a "Non-Preference Tow" shall be the reasonable market rate charged by the tow company called pursuant to the rotation, not to exceed the Pricing/Rate Schedule submitted to the Chief of Police or a designee with the tow company application or most current renewal. The responding officer may provide the current Pricing/Rate Schedule to any vehicle owner upon request.
- C. The term "Police Initiated Tow" as used within this Policy shall be defined as any tow service requested by the responding officer following incidents that include but are not limited to: the arrest of a driver, recovery of a vehicle used in a crime, discovery of a stolen/abandoned vehicle or an accident wherein the owner of the vehicle is unable to express a desired preference of tow service provider.
- D. The term "Medium Duty" as used within this Policy shall be defined as those vehicles with a gross vehicle weight rating (GVWR) between 14,001 and 26,000 pounds, where the GVWR is the maximum rated weight of the vehicle and cargo, including passengers, applied to trucks or trailers (but not the two combined).

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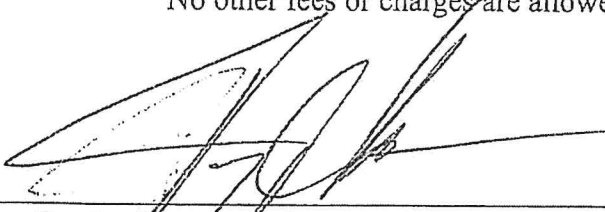
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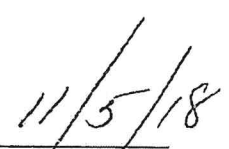
Attachment: HC Parade App 2021 (HHS Homecoming Parade 2021)

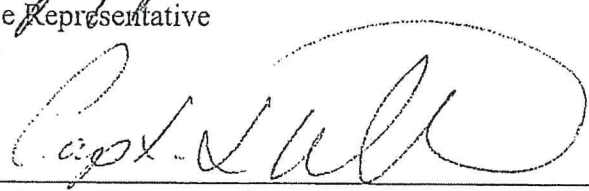
## 2. Fee Schedule and Rates for All Police Initiated Tows:

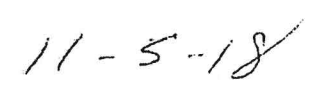
| Service                   | Price                      |
|---------------------------|----------------------------|
| Standard Tow              | \$58.00 per tow            |
| Winching                  | \$50.00 per hour           |
| Dollie                    | \$42.00 per tow            |
| Hazardous Tow             | \$90.00 per tow            |
| Tire Changing             | \$42.00 per tow            |
| Mileage – per loaded mile | \$3.00 per mile            |
| City Passenger Vehicles   | \$0.00 per response        |
| Daily Storage Fee         | \$32.00 per 24-hour period |
| After Hours Release Fee   | \$32.00 flat rate          |
| Medium Duty               | \$175.00                   |

No other fees or charges are allowed to be applied to a Police Initiated Tow.


  
Tow Service Representative


  
Date


  
Police Department Representative


  
Date

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## Harrisonville Parade Rules & Regulations

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



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** John Hofer, Director  
**DATE:** July 28, 2021  
**SUBJECT:** Log Cabin Festival 2021

**Type of Item:** *Approval*

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**GENERAL INFORMATION**


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**Applicant:** Harrisonville Area Chamber of Commerce  
 Bing Schimmelpfenning and Kevin Wood

**Requested Actions:** Closure of the square area to host the 2021 Log Cabin Festival  
 September 30, 2021, through October 3, 2021

**Date of Application:** July 14, 2021

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**PROPOSAL**


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The Harrisonville Chamber of Commerce has requested approval to host the 2021 Log Cabin Festival scheduled for October 1st and October 2nd, 2021, on the historic Harrisonville square and areas surrounding.

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**PREVIOUS ACTIONS**


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If approved, this will be the 11th year for this event hosted by the Chamber of Commerce. The event was cancelled in 2020 due to covid-19.

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**KEY ISSUES**


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The Chamber of Commerce has several requests for the city to consider for this event to take place. The Chamber's requests are listed below along with costs to the city by department:

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**STAFF COMMENTS AND SUGGESTIONS**


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Each of the Chamber's requests from the event permit application are shown below with the City's response to each item shown below.

- 1) **Parade** - Parade - Saturday parade (October 2nd) starting at 11am. Line-up at 9am and staging at the Harrisonville High School, with the parade commencing down Pearl Street then turning North at Independence St., ending at the vacant lot just North of Vine St. Restrict parking along the Parade route. Both vehicle entries and horse entries would be included in addition to pedestrian entries.

**City Response** – In years past the usage of the HPD VIPS program to assist with this request has been very helpful with keeping the costs down for this request. Usage of the High School property will need to be secured by the applicant and all animal droppings associated with the parade will be the applicant's responsibility for cleanup. **All City of Harrisonville parade rules and regulations must be followed.**

- 2) **Band** - Two Bands are contracted to play on the square Friday & Saturday evening (October 1st & October 2nd) until 11:00 pm inside the beer garden

**City Response** – During the 2019 Log Cabin Festival the beer garden moved from Wall Street west of the square to the city parking lot at the corner of Lexington and Pearl Street. The city has no concerns with the bands playing each night but would appreciate cooperation with the volume should the city start to get complaints from neighboring residents.

- 3) **Beer Garden** - Event liquor license via Chamber of Commerce and Branding Iron application and approval from the city council authorizing beer sales at a fenced in area adjacent to the square on Lexington Street (west of Harrisonville Police Dept in parking lot where the old hotel used to be), Friday (October 1st) from 5 pm to 11 pm and Saturday (October 2nd) from 12 pm to 11 pm. This is the same location from 2019.

**City Response** - To accommodate this request the applicant will need to obtain proper licensing from the State of Missouri to serve the alcohol. The applicant has requested use of the old hotel/parking lot for the location of the beer garden tent. The city feels that this location worked well in prior years. The applicant has agreed to fence off the area and limit access by having only one main entry/exit point. Off-duty Harrisonville police officers will be assigned specifically to the beer garden tent while live music is being played. The Chamber has agreed to hire off-duty Harrisonville Police Officers at a rate of \$35.00 per hour to provide security as requested for the patrons of the beer garden tent. Therefore, there is no cost for City services for this request and this request.

- 4) **Stage and bleachers** - Stage and bleachers on the North side of the square to be placed on the bricks, facing the stage, set up Thursday or Friday morning and break-down at the conclusion of festival.

**City Response** - The Public Works Department, Parks Department, and the Street Department will set these items as requested and will remove these items either Sunday or Monday morning after the conclusion of the festival.

- 5) **Trash pickup** - Assistance from the city with trash pickup for the entire area including a 40 yard roll off container.

**City Response** - The City has reluctantly provided this assistance each year of the festival and is quite taxing on staff and the subsequent overtime budgets. The 40-yd. roll off dumpster has been provided as a donation from the local trash provider in the

past. The roll-off container is estimated to cost \$450.00 for the event if not donated.

**Note:** City employees will not enter the beer garden to assist with trash. To assist City personnel with trash clean-up a gator type vehicle is needed, the Chamber of Commerce will need to provide such a vehicle again this year.

- 6) **Police services-** Assistance from the city with police services and fire protection services. They will keep watch during the event including the carnival area. Additional security will be employed by the Chamber of Commerce pursuant to the Harrisonville Police Chief's recommendations regarding the beer sales perimeter.

**City Response** - Off-duty police officers will be assigned to the event area, excluding the Beer Garden, to provide Public Safety Security for patron attending the event. Officers working the festival will be on overtime and will provide foot patrol for the event area. Off duty police officers will also provide overnight security for the event area on Friday evening, not to include the beer garden tent.

Emergency Services protection will be provided as needed but not staged in the area.

- 7) **Public Works** - Assistance from the city with public works and electric hook-ups.

**City Response** - The City's electric department will aid with electric hook-up to both the square area as well as the beer garden tent location. The public works department will set-up the hand washing station on Friday morning however, the Chamber will need to arrange the delivery of the hand washing station to the square.

- 8) **Security** - Security will be provided by the Chamber of Commerce for the beer garden perimeter to check identification and maintain order from 4pm-11pm Friday and 11am-midnight Saturday night. Additional security will also be contracted for overnight security of event location.

**City Response** - All security for the beer garden tent will be the responsibility of Chamber of Commerce. In years past the chamber has hired off-duty Harrisonville Police Officers (2) while to provide security while the bands are playing in the beer garden tent and overnight security of the beer garden has been hired by the chamber. Harrisonville's off-duty police rate is currently \$35.00 per hour. There is no cost to the city for this request.

- 9) **Event Area Map** - The layout of the event is the same as 2019 to include Independence and closing Wirt Street all the way to Pearl Street (next to American Legion).

**City Response** - The City has worked with the applicant regarding the expansion from last year's event. The event area is described as the Harrisonville historic square area to include Wall Street from Main Street to Lake Street, Independence Street from Pearl Street to Johnson Drive, Lexington Street from Pearl Street to Johnson Drive, Wirt St. from Pearl St. to Mechanic St., the hotel parking lot, the four parking lots off

Wall Street near the Cass County Library and the public parking lot behind the Chamber office that sits between Pearl and Wall Street. Any and all requests to change to alter the event area needs to be submitted to the City no later than September 1, 2021, to give staff adequate time to obtain Board of Alderman approval. Approval for usage of the other requested areas needs to come from the respective property owners. There is no cost associated with this request.

- 10) Timeline for Event** - Traffic on the square closing from 5pm Thursday September 30th through 12pm Sunday October 3rd.

**City Response** - The closing of the square early for set-up is not a concern of city staff. (See the attached map of Chamber requested street closures.) Please keep in mind any of the businesses that may be affected by this closure.

- 11) Parking restriction** - No parking on Wall St. between Main and S. Lake Street, from Thursday at 5pm through Sunday 8am. Secure lot for vendor parking north of the square located at Hon Heating and Cooling.

**City Response** - The parking on Wall Street from Main Street to Lexington Street will be closed about 5:00 pm on Thursday September 30, 2021. The remainder of the requested area, Lexington Street to Lake Ave. will be shut down to vehicular traffic at 12:00 pm Friday October 1, 2021, as the applicant's submitted request shows. The availability to uses the requested vendor parking at Hon Heating and Cooling parking lot will need to be secured by the applicant as this is private property. Once secured it will be the responsibility of the applicant to provide the necessary lot closure equipment for this lot, the City Street Department is concerned with running short on barricades with the expanded layout again this year.

- 12) Carnival** - A carnival in the city parking lots between Marler & Lake just off Wall St. The lots will need to close Monday, September 26<sup>th</sup>, to accommodate the carnival company coming to town from a previous event. We will be contracting with Jones and Company. This is the same carnival company as 2019. The entire lots will be utilized by the carnival for their set up needs including water and electricity. They will start setting up Monday September 27<sup>th</sup>, in the entire parking lots, including closing Wirt Street beginning Monday September 27<sup>th</sup> from Mechanic north to Wall to accommodate a ride called the Octopus.

**City Response** - The public works staff will provide metered water from the nearby hydrant for the carnival company and its animals. The carnival agrees to cease operations promptly at midnight each evening. The city will close the requested parking lots on Monday September 28<sup>th</sup> but again gain, this year part of the NW parking lot will be closed later in the week to allow parking for local businesses.

**Note:** Wirt Street will be closed on Monday from Mechanic to Wall Street where in years past this closure did not take place until Thursday noon. The earlier closure is to accommodate a new ride.

For the past several years I have used police line tape in the area around one of the neighboring businesses to discourage juveniles' access to the area. This business has incurred significant property damage in the past during the festival.

- 13) Table & Chairs** - Just like last year the Chamber needs tables and chairs delivered to Pearl St. on Friday October 1st.

**City Response** - For several years, the Parks Dept. has provided tables and chairs from the North Park Activity Center for use in the beer garden tent. Again, this year the Parks Dept. will deliver, set-up, tear down and remove all tables and chairs from the beer garden tent.

- 14) Community Gardens Block** - The use of the grassy block for a petting zoo and the Farmers Market.

**City Response** - This request occurs on private property, not city owned property so the applicant will need to secure approval from the property owner.

| Costs to the City of Harrisonville<br>for requested items shown above. |                    |                                        |
|------------------------------------------------------------------------|--------------------|----------------------------------------|
| Department                                                             | Costs              | Notes                                  |
| Water Department                                                       | \$2,398.50         |                                        |
| Parks & Recreation Department                                          | \$645.18           |                                        |
| Street Department                                                      | \$2,457.36         | Does not include dumpster shown in # 5 |
| Electric Department                                                    | \$3,895.00         |                                        |
| Police Department                                                      | \$3,646.49         |                                        |
| <b>TOTAL</b>                                                           | <b>\$13,042.53</b> |                                        |

#### **STAFF RECOMMENDATION**

In addition to the items listed above the Chamber of Commerce will be responsible for following any of the Cass County Health Department's guidelines for covid-19 social distancing as well as providing adequate hand sanitizer, port-a-potties (no less than ten) to the predetermined locations. The Chamber is also responsible for following and enforcing the covid-19 guidelines submitted by the organization

The Chamber will be responsible for providing the Insurance for the event to include the parade.

As stated earlier, any changes or modifications to these requests or any additional requests need to be forwarded to the city no later than September 1, 2021, to ensure staff has adequate time to take the matter to the Board of Alderman if needed. Requests received after September 1, 2021, may be denied without Board of Alderman review.

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**ATTACHMENTS**

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Chamber Event Permit Application

**STAFF CONTACT:**

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

**B. Action Item (ID # 3965)**

Log Cabin Festival 2021

Attachments:

2021 Log Cabin Festival Event Permit (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 Area Chamber of Commerce
2. Name of Applicant: Bing Schimelpfennig + Kevin Wood  
 Address: 106 S. Independence Harrisonville Mo. 64701  
 Phone: 816-380-5271 Cell: 816-830-1470
3. Purpose of Event: Log Cabin Festival
4. Proposed date(s) and time(s) of Event: October 1<sup>st</sup> & October 2<sup>nd</sup>, 2021
5. Location(s) where event will be held: Harrisonville Square  
and adjacent streets
6. Anticipated crowd size: 4000
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: organized similar to  
previous years

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Sponsored by: Harrisonville Area Chamber of  
Commerce and City of Harrisonville

## 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.

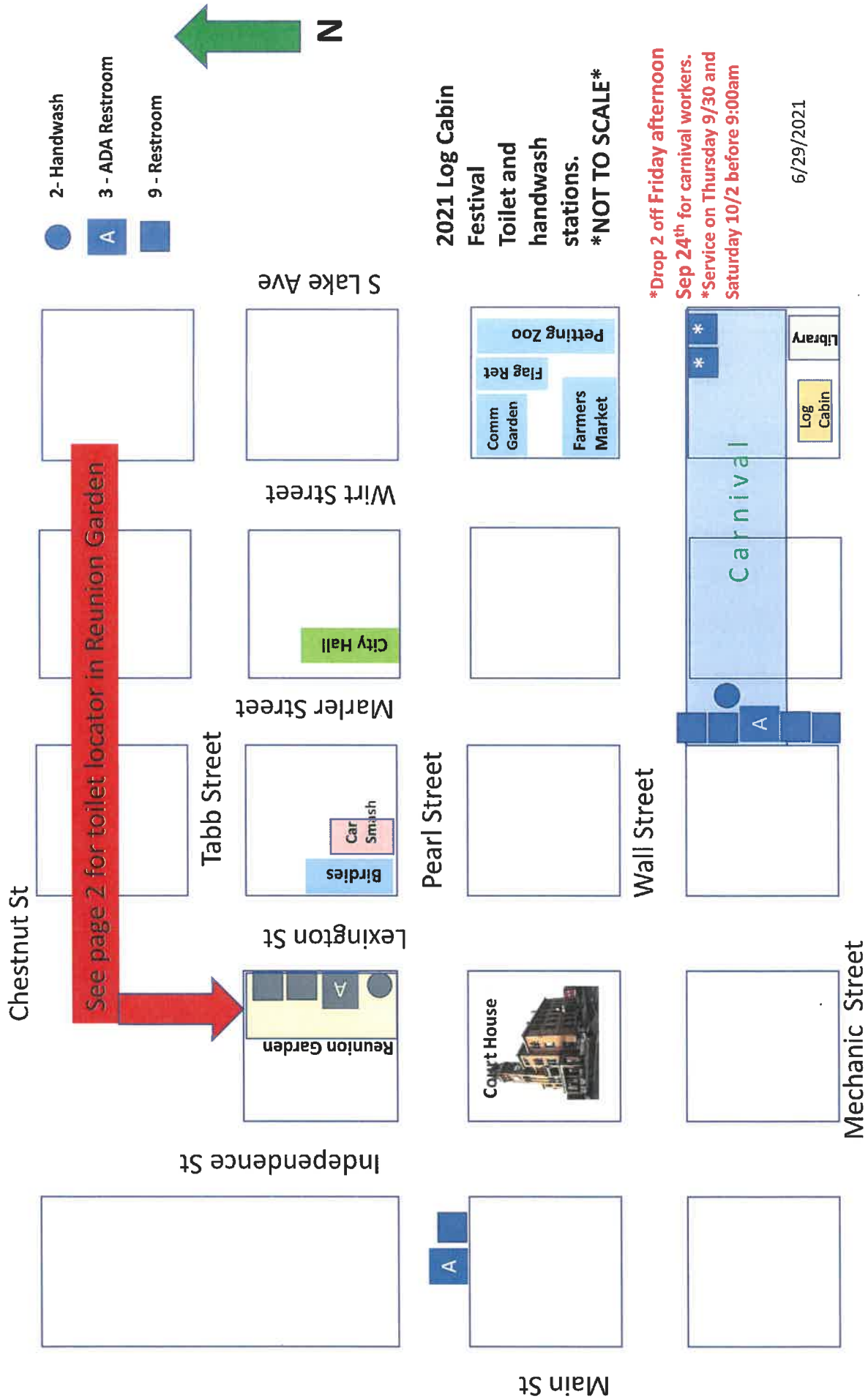
B. Restrooms and trash receptacles shall be provided. Trash disposal is the responsibility of event organizers.

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)

## Log Cabin Festival 2021

1. Parade – Saturday parade (October 2nd) starting at 11am. Line-up at 9am and staging at the Harrisonville High School, with the parade commencing down Pearl Street turning North at Independence St., ending at the vacant lot just North of Vine St.. Restrict parking along the Parade route. Both vehicle entries and horse entries would be included in addition to pedestrian entries.
2. Band – Two Bands are contracted to play on the square Friday & Saturday evening (October 1st & October 2nd) until 11:00pm inside the beer garden.
3. Beer Garden – Event liquor license via Chamber of Commerce and Branding Iron application and approval from the city council authorizing beer sales at a fenced in area adjacent to the square on **Lexington Street (west of Harrisonville Police Dept in parking lot where old hotel used to be)**, Friday (October 1st) from 5pm to 11pm, and Saturday (October 2nd) from 12pm to 11pm. **This is the same location from 2019.**
4. Stage and bleachers – Stage and bleachers on the North side of the square to be placed on the bricks, facing the stage, set up Thursday or Friday morning and break-down at the conclusion of festival.
5. Trash pickup – Assistance from the city with trash pickup for the entire area including a 40 yard roll off container.
6. Police services– Assistance from the city with police services and fire protection services. They will keep watch during the event including the carnival area. Additional security will be employed by the Chamber of Commerce pursuant to the Harrisonville Police Chief's recommendations regarding the beer sales perimeter.
7. Public works – Assistance from the city with public works and electronic hookups.
8. Security – Security will be provided by the Chamber of Commerce for the beer garden perimeter to check identification and maintain order from 4pm-11pm Friday and 11am-midnight Saturday night. Additional security will also be contracted for overnight security of event location.
9. Event Area Map – The layout of the event is the same as 2019 to include Independence and closing Wirt St. all the way to Pearl Street (next to American Legion).
10. Timeline for Event – Traffic to square closing from 5pm Thursday September 30th through 12pm Sunday October 3rd.
11. Parking restriction – No parking on Wall St. between Main and S. Lake Street, from Thursday at 5pm through Sunday 8am. Secure lot for vendor parking north of the square located at Hon Heating & Cooling.
12. Carnival – A carnival in the city parking lots between Marler & Lake just off of Wall St. The lots will need to close Sunday, September 26th, to accommodate the carnival company coming to town from a previous event. We will be contracting with Jones and Company. **This is the same carnival company as last year.** The entire lots will be utilized by the carnival for their set up needs including water and electricity. They will start setting up Monday September 27<sup>th</sup> in the entire parking lots, including closing Wirt Street beginning Monday September 27<sup>th</sup> from Mechanic north to Wall to accommodate a ride called the Octopus.
13. Table & Chairs – Just like last year the Chamber needs tables and chairs delivered to Pearl St. on Friday October 1st.
14. Community Gardens block – The use of the grassy block for a petting zoo and the Farmers Market.

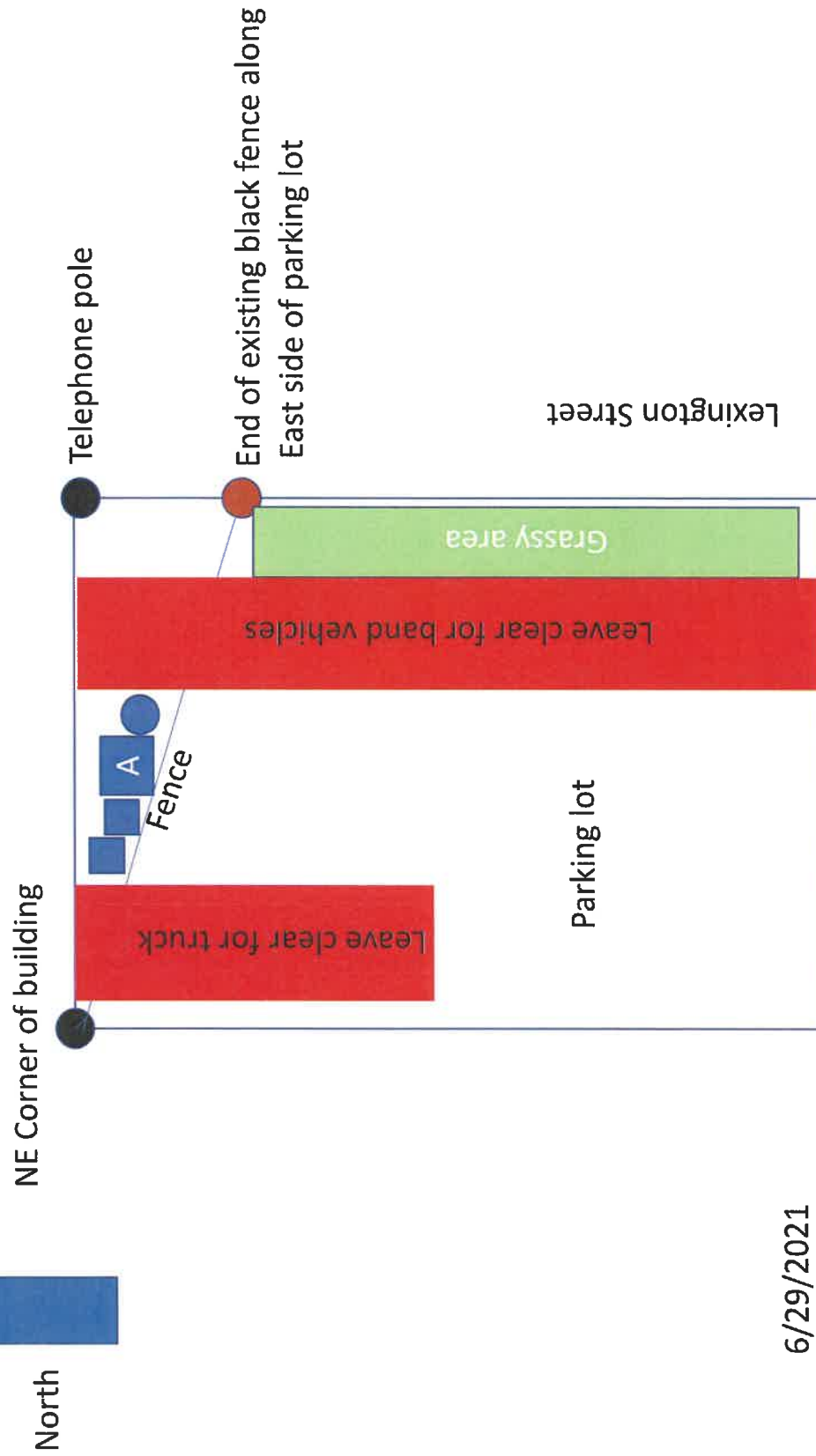
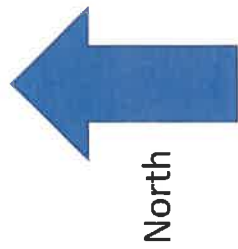


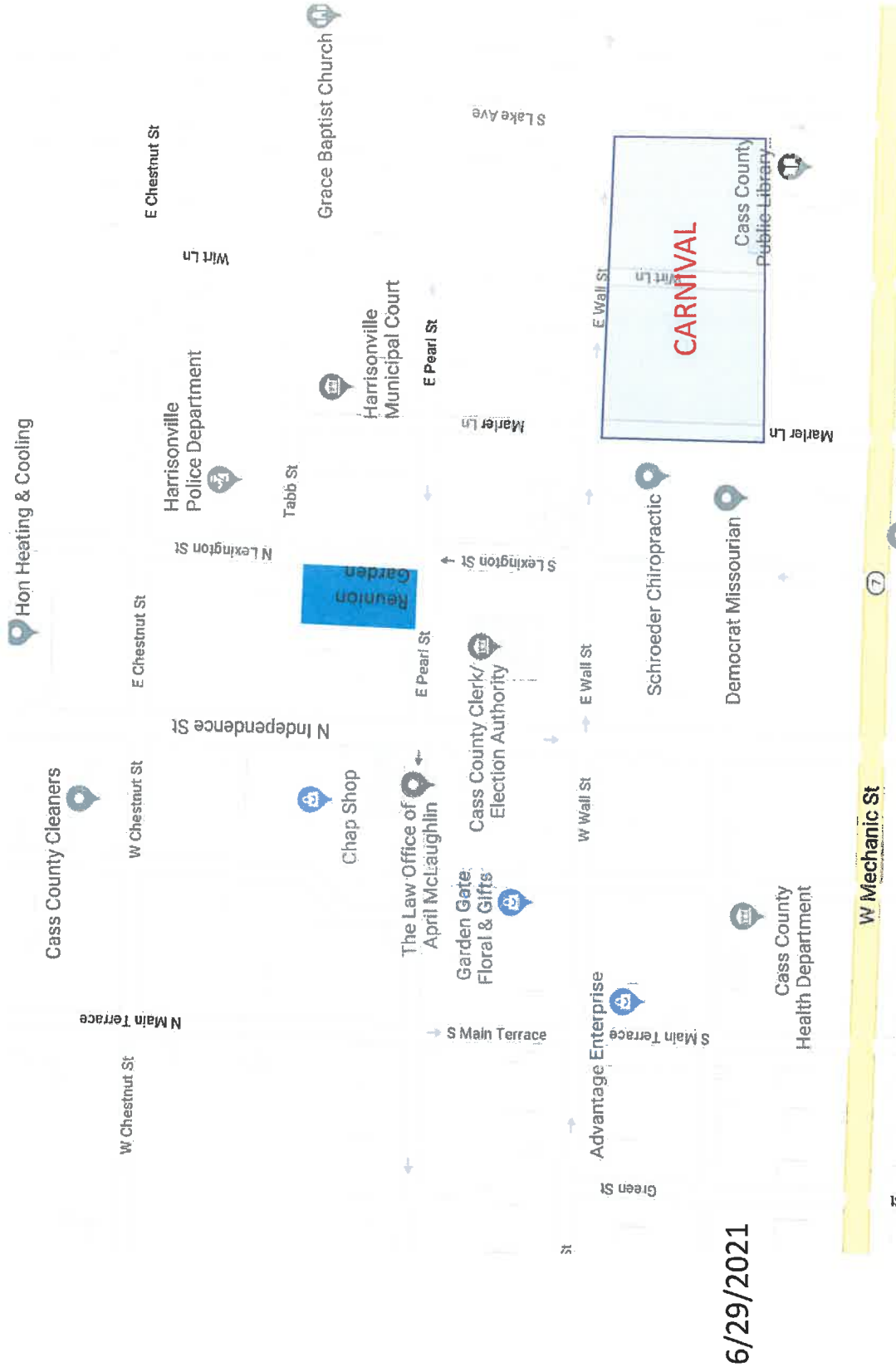
2021 Log Cabin  
Festival  
Toilet and  
handwash  
stations.  
\*NOT TO SCALE\*

\*Drop 2 off Friday afternoon  
Sep 24<sup>th</sup> for carnival workers.  
\*Service on Thursday 9/30 and  
Saturday 10/2 before 9:00am

6/29/2021

# Reunion Garden Toilet Locator 2021







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **5.B.a**  
7/13/2021

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 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).

|                                                                                                                  |  |                                                                                                                                                                                             |  |
|------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Stafford-Leavitt Ins Services Inc<br>801 South Commercial Street<br>Harrisonville MO 64701    |  | <b>CONTACT NAME:</b> Mike Thompson<br><b>PHONE (A/C No, Ext):</b> (816) 884-4800<br><b>FAX (A/C, No):</b> (816) 884-4833<br><b>E-MAIL ADDRESS:</b> mike@staffordagency.com                  |  |
| <b>INSURED</b><br>Harrisonville Area Chamber Of Commerce<br>106 S Independence St<br>Harrisonville MO 64701-2348 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Owners Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                  |  | <b>NAIC #</b><br>32700                                                                                                                                                                      |  |

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|----------|----------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |           |          | 4814681701    | 1/28/2021               | 1/28/2022               | EACH OCCURRENCE \$ 1,000,00                                          |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00                  |
|          |                                                                                                          |           |          |               |                         |                         | MED EXP (Any one person) \$ 10,00                                    |
|          |                                                                                                          |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,00                                    |
|          |                                                                                                          |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,00                                        |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,00                                   |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |               |                         |                         | \$                                                                   |
|          | OTHER:                                                                                                   |           |          |               |                         |                         | \$                                                                   |
|          | AUTOMOBILE LIABILITY                                                                                     |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO                                                                        |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                 |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS                                                                     |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                 |           |          |               |                         |                         | \$                                                                   |
|          | <input type="checkbox"/> NON-OWNED AUTOS                                                                 |           |          |               |                         |                         |                                                                      |
|          | UMBRELLA LIAB                                                                                            |           |          |               |                         |                         | EACH OCCURRENCE \$                                                   |
|          | EXCESS LIAB                                                                                              |           |          |               |                         |                         | AGGREGATE \$                                                         |
|          | DED                                                                                                      |           |          |               |                         |                         | \$                                                                   |
|          | RETENTION \$                                                                                             |           |          |               |                         |                         |                                                                      |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                            |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |           |          |               |                         |                         | 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)  
The City of Harrisonville is included as additional insured as respects to Log Cabin Festival.

|                                                                                             |                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Harrisonville<br>PO Box 367<br>Harrisonville, MO 64701 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>D Stafford/MITHOM <i>Darwin H. Stafford</i> |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Attachment: 2021 Log Cabin Festival Event Permit (Log Cabin Festival 2021)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Daniel Barnett,  
**DATE:** July 28, 2021  
**SUBJECT:** Michelle Hart to full BZA

**Type of Item:** *Approval*

**C. Action Item (ID # 3969)**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF MICHELLE HART AS A FULL MEMBER ON THE BOARD OF ZONING ADJUSTMENT

Attachments:

Michelle Hart as full member of BZA 2021 (DOCX)

Michelle Hart BZA alternate (PDF)

**Council Bill No. 2021-09****Resolution No. 2021-08**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF  
HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF MICHELLE  
HART AS A FULL MEMBER ON THE BOARD OF ZONING ADJUSTMENT**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Board of Zoning Adjustment; and

WHEREAS, Michelle Hart has been serving as an alternate for the Board of Zoning Adjustment since June 7, 2021; and

WHEREAS, Mayor Judy Bowman recommends the appointment of Michelle Hart as a full member of the Board of Zoning Adjustment, upon approval of the Board of Aldermen;

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

Section 1. The Board of Aldermen approves the appointment of Michelle Hart as a full member of the Board of Zoning Adjustment.

Section 2. Effective Date. This resolution shall become effective on August 2, 2021, 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 2ND DAY OF AUGUST 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

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Daniel Barnett, City Clerk

WITNESS my hand and seal this 2nd day of August 2021.

Attachment: Michelle Hart as full member of BZA 2021 (Michelle Hart to full BZA)



## Board, Commission and Committee Appointment Application to Serve

|                                                                                                                                                                                                                                                                                                 |                                    |                                           |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------|--|
| Name: <u>Michelle Hart</u>                                                                                                                                                                                                                                                                      |                                    | Date: <u>5-19-21</u>                      |  |
| Home Address:<br><u>1601 S. Butler Dr. Harrisonville, MO</u>                                                                                                                                                                                                                                    |                                    |                                           |  |
| Email Address:<br><u>michelleharthomes@gmail.com</u>                                                                                                                                                                                                                                            |                                    |                                           |  |
| Cell Phone:<br><u>816-916-0068</u>                                                                                                                                                                                                                                                              | Home Phone:<br><u>—</u>            | Work Telephone:<br><u>—</u>               |  |
| Occupation:<br><u>Realtor</u>                                                                                                                                                                                                                                                                   |                                    | Best Time to Call:<br><u>Any</u> am/pm    |  |
| Do you own commercial property and/or operate a business in Harrisonville? If yes, please describe.<br><u>No</u>                                                                                                                                                                                |                                    |                                           |  |
| Work/Business Name:<br><u>NA</u>                                                                                                                                                                                                                                                                |                                    |                                           |  |
| Work/Business Address:<br><u>NA</u>                                                                                                                                                                                                                                                             |                                    |                                           |  |
| Length of Residency in Harrisonville:<br><u>19 years</u>                                                                                                                                                                                                                                        |                                    | Are you registered to vote?<br><u>Yes</u> |  |
| Are you now serving, or have you ever served, on a board, commission or committee for the City of Harrisonville or any other community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, please give name of board, commission and/or committee and dates served: |                                    |                                           |  |
| BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Please list no more than three boards, commissions or committees in order of preference.                                                                                                                                                          |                                    |                                           |  |
| 1                                                                                                                                                                                                                                                                                               | <u>Board of Zoning Adjustments</u> | 2                                         |  |
|                                                                                                                                                                                                                                                                                                 |                                    | 3                                         |  |

(Application continued on reverse)

Attachment: Michelle Hart BZA alternate (Michelle Hart to full BZA)

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

My family and I have lived in Harrisonville for over 19 years. I am a local realtor with 17 years experience in re-sale and new construction. I am passionate about serving our community and feel that my knowledge and professional experience in real estate will be an asset to the Board of Zoning Adjustments. I appreciate you considering me for this position.

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

Applicant's Signature: \_\_\_\_\_

*Michelle Hart*

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

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

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

**THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE**

Attachment: Michelle Hart BZA alternate (Michelle Hart to full BZA)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** John Hofer, Director  
**DATE:** July 27, 2021  
**SUBJECT:** School Resource Officer Agreement Renewal 2021-2022

**Type of Item:** *Agreement*

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**GENERAL INFORMATION**

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**Applicant:** Cass R-IX School District

**Requested Actions:** Approval of the SRO agreement for the 2021-22 school year.

**Date of Application:** July 27, 2021

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**PROPOSAL**

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Renewal of the SRO (School Resource Officer) agreement between the City of Harrisonville and the Cass R-IX School District for the 2021-2022 school year.

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**PREVIOUS ACTIONS**

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The City of Harrisonville and the Cass R-IX School District have participated in this joint program since the beginning of the 1998-1999 school year.

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**KEY ISSUES**

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The agreement states that the school district will compensate the City at a rate of \$34.09 per hour which is a \$1.09 per hour, 3.3%, increase over last year.

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**STAFF COMMENTS AND SUGGESTIONS**

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After reviewing the program with City Administrator Ratliff and School Superintendent Mensching there were no proposed changes to the SRO program for the upcoming year, other than the change to the reimbursement cost as well as in personnel. The contract was previously reviewed and approved by the City Attorney Mauer.

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**STAFF RECOMMENDATION**

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Staff recommends approval of this contract to continue to provide the SRO protection for the Harrisonville School District for the school year 2021-2022.

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**ATTACHMENTS**

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2021-22 SRO Agreement

**STAFF CONTACT:**

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

**D. Action Item (ID # 3962)**

A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HARRISONVILLE CASS R-9 SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

SRO Agreement 2021-22 (DOCX)

SRO contract 2021 (DOCX)



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

### School Resource Officer AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July 2021, by and between the City of Harrisonville, a public entity, hereinafter referred to as “City” and the Harrisonville Cass R-IX School District, a political subdivision of the State of Missouri, hereinafter referred to as “District.”

### WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign two police officers to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein. The School Resource Officers will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Assistant Superintendent and the Harrisonville Chief of Police.

The two (2) police officers, hereinafter referred to as the “officers” will serve the District facilities within the city limits of Harrisonville.

The officers will work with school district personnel in providing education on topics that include, but not limited to alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. These officers are responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2021 through June 30, 2022 as outlined in the attached District calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officers are not on duty with the School District, the officers may perform community outreach duties or other police duties as determined by the Chief of Police. In the event of a city-wide emergency, the officers may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officers shall have the status of an independent contractor for purposes of the Agreement. The officers assigned to the District

shall be considered employees of the City, selected by and under the command and supervision of the Police Department.

The District shall have the ability to request the immediate removal of any officer for any reason, including but not limited to, failure to abide by Board Policy or Regulations, or federal, state or local law. In the event the District requests removal of an SRO from District property, the City will ensure a replacement SRO is provided to the District as soon as is practical for the City to accomplish.

The assigned officers will be subject to current procedures in effect for the City of Harrisonville police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of two (2) police officers to work in the District as provided herein, the District agrees to pay the City \$34.09 per hour, for a maximum of 42.5 hours per week per Officer, whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officers requiring overtime pay shall be reimbursed to the City at the overtime rate of \$51.14 per hour. The officers' weekly district schedule will be assigned by the Assistant Superintendent in cooperation with the Harrisonville Chief of Police, or a designee. The Assistant Superintendent and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The officers may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under the Agreement. Payment from District to City is due within seven (7) days of the District's Board of Education Meeting directly following District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officers shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officers and cover the costs of police officer training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

6. Officer Responsibilities – The officers assigned to the District shall:
  - a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community.
  - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officers, in accordance with confidentiality laws, including the Family Educational Rights and Privacy Act ("FERPA").

- c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security.
- d. The officers will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
- e. If/when a crime occurs, the officers will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the City of Harrisonville.
- f. The officers will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District.
- g. The officers will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so.
- h. Unless exigent circumstances prevent it, the officers will advise the Police Department, Assistant Superintendent and the School Principal prior to taking law enforcement action, subject to the officers' duties under the law and the District's Board Policy.
- i. The officers shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officers may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officers may be used to assist District employees until the problem is solved through agreement between the District and Harrisonville Police Department.
- j. The officers will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Administrative Services.
- k. The officers will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Administrative Services.
- l. Incidents requiring police action that occur outside of Harrisonville City limits must be referred to the appropriate jurisdiction.
- m. The officers shall be allowed to provide security for Harrisonville Elementary School and McEowen Elementary School during dismissal at the end of each day, at a rate of \$51.14/hour of paid overtime, to be paid to the officers by the City and the City to be reimbursed by the District for such services.
- n. The officers shall abide by all federal, state, and local laws, and all Board Policies and Regulations when carrying out their duties, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").
- o. The officers will be allowed to inspect any public records maintained by the District to the extent allowed by state and federal law. However, any officer access to student records will be governed by FERPA, any other applicable federal or state confidentiality laws, and Board Policy and Regulations.
- p. The officers' use of District technology (e.g., computer, internet access, electronic devices, etc.) will be in accordance with Board Policy, Regulations and Procedures regarding staff technology use.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officers of the City beyond the general duties that exist for law enforcement officers within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule.

The assigned officers' activities will be restricted to school grounds except for:

- a. Follow-up home visits when needed as a result of school related student problems.
- b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent and/or Principal and approved by the Police Chief.
- c. In response to off-campus, but school related, criminal activity.
- d. In response to emergency police activities.

The City may furnish a substitute officer on days when an assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

8. City Responsibilities – The City will ensure the following:

- a. The City shall maintain police liability and general liability insurance. Such policy or policies of insurance shall name the District as an additional insured. Such policy or policies shall cover cost of defense as well as liability for every claim or demand which may be made by any person or entity arising from or caused by any act of neglect, fault or omission of the City or its SROs in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its agents or employees.
- b. The City will ensure all SROs obtain and maintain the proper training, licensure, commissions, and meet any and all requirements of their positions, at the City's expense.

9. District Responsibilities – The District will provide the assigned officers an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.

10. Miscellaneous Terms

- a. **ASSIGNMENT.** This Agreement shall not be assigned or subcontracted in whole or part by any party without prior written consent of all parties.
- b. **COMPLIANCE WITH LAWS.** All parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- c. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
- d. **RELATIONSHIP OF PARTIES.** The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another and shall not be construed as the employees or agents of the other party for any purpose whatsoever.
- e. **NON-DISCRIMINATION.** Each party agrees that it will not discriminate based on race, color, religion, sex, disability, or national origin, or on any other basis as prohibited by law.
- f. This Agreement may be terminated by any party whenever, for any reason, such party determines the termination is in its best interest. Termination of services shall be effected by delivery to the other parties of a written Termination Notice at least thirty (30) days prior to the termination effective date.
- g. **EXPENDITURE OF FUNDS.** All obligations of the parties under this Agreement which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.
- h. **NO WAIVER OF IMMUNITY.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between

the parties. This Agreement expressly revokes any prior understandings, agreements, or representations, oral or written, of the parties.

- j. MODIFICATION. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by the parties.
- k. NOTICE. When any notice or statement of other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

To the District:

[Name]

[Title]

[Address]

To the City:

[Name]

[Title]

[Address]

**[Remainder of this page intentionally left blank.]**

Harrisonville-Cass R-IX School District

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President, Board of Education

Attested by: \_\_\_\_\_  
Secretary, Board of Education

City of Harrisonville, Missouri

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Mayor

Attested by: \_\_\_\_\_  
City Clerk

**Council Bill No. 2021-0****Resolution No. 2021-0****A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HARRISONVILLE CASS R-9 SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Harrisonville (“City”) has participated with the Cass R-IX School District to offer a school resource officer since 1998; and

**WHEREAS**, the Cass R-IX School District has agreed to compensate the City of Harrisonville at a rate of \$34.09 per hour for resource officer compensation; and

**WHEREAS**, the Board of Aldermen have reviewed the agreement between the City of Harrisonville and the Cass R-IX School District and find it in its best interest to approve the agreement.

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

**Section 1:** The Mayor and City Administrator are hereby authorized and directed by the Board of Aldermen to enter into agreement on behalf of the City of Harrisonville, Missouri with Cass R-IX School District.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 2ND DAY OF AUGUST 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

---

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

Attachment: SRO contract 2021 (School Resource Officer Agreement Renewal 2021-2022)

ATTEST:

---

Daniel Barnett, City Clerk

WITNESS my hand and seal this 2nd day of August 2021.



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** John Hofer, Director  
**DATE:** July 27, 2021  
**SUBJECT:** 2021 Non-Preference Tow Agreement

**Type of Item:** *Agreement*

---

**GENERAL INFORMATION**


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**Applicant:** Miller Tow Service / J's Southland Tow

**Requested Actions:** Approval of 2021 bi-annual Tow Agreement

**Date of Application:** July 27, 2021

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**PROPOSAL**


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Approval of 2021 bi-annual Tow Agreement

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**PREVIOUS ACTIONS**


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From 2002 through 2010 the City governed non-preference and police ordered tows through a contract with either Miller Tow or Johnson Tow. In 2011 the City adopted a Tow Policy Agreement which included a tow rotation for all companies that had signed the agreement. The previous (2019) tow policy agreement ended earlier this year and produced the normal amount of concerns from City staff.

---

**KEY ISSUES**


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Some of the concerns noted were the tow company not responding within the allotted time per the agreement, as well as not answering the phone when dispatched, and refusing the call when it was their turn in the rotation.

Staff has worked with the City Attorney's Office to enhance the performance standards of the agreement to where poor performance can lead to suspension or termination.

The agreement has amended the rotation to every other week rather than every other tow to hopefully elevate some recent problems.

---

**STAFF COMMENTS AND SUGGESTIONS**


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Miller Tow and Johnson's Tow, later purchased by J's Southland Tow participated during the previous agreement period and both companies have forwarded a signed copy of the 2021 tow policy agreement to participate again as well.

A copy of the 2021 Tow Policy Agreement for each company is attached for your review. We are proposing changes to the tow policy agreement fees for the agreement period. These changes

are consistent with the current rates under regional tow agreements.

---

**STAFF RECOMMENDATION**

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Staff recommends approval for this agreement and the signed agreements with J's Southland Tow and Miller Tow.

---

**ATTACHMENTS**

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Miller Tow Agreement

J's Southland Tow Agreement

**STAFF CONTACT:**

**John J. Hofer, Chief of Police**

**jhofer@harrisonville.com**

**E. Action Item (ID # 3963)**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TOW POLICY AGREEMENT WITH J'S SOUTHLAND TOW, MILLER TOW AND SUCH OTHER TOW COMPANIES AS ARE WILLING TO MEET THE REQUIREMENTS OF THE AGREEMENT.

2021 Non-Preference Tow Agreement

Attachments:

Tow Agreement 2021 J's Southland (PDF)

Tow Agreement 2021 Miller Tow (PDF)

Non-Preference Tow Agreement 2021 (DOCX)

## CITY OF HARRISONVILLE, MISSOURI AGREEMENT FOR TOW SERVICES

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**THIS AGREEMENT** is effective the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), between the **City of Harrisonville, Missouri**, a municipal corporation of the State of Missouri, (hereinafter “**City**”) acting through its duly authorized City Administrator, and the Miller Tow and J’s Southland (hereinafter collectively referred to as “**Contractor**”) described in the **Addendums**.

**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:

## **1. Definitions:**

### **1.1. “Police-Ordered Tow”**

- is defined as being those tows, as ordered by the Harrisonville Police Department for:

- 1.1.1. Vehicles involved in traffic crashes;
- 1.1.2. Abandoned vehicles on roadways;
- 1.1.3. Disabled vehicles;
- 1.1.4. Abandoned or unclaimed vehicles on private property;
- 1.1.5. Vehicles seized or impounded as evidence;
- 1.1.6. Recovered stolen vehicles;
- 1.1.7. Vehicles involved in crimes;
- 1.1.8. Vehicles relocated during a City emergency; and
- 1.1.9. Other vehicles as requested by the Police Department.

### **1.2. “Storage Fee”**

- is defined as being a fee charged for the storage of a vehicle on the approved lot of the **Contractor** per each calendar day. For the purposes of administration, the first day’s storage will be assessed at 12:01 A.M. of the day following the tow and at 12:01 A.M. on each day thereafter and the storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If any vehicles towed at the direction of the Police Department remain in **Contractor's** storage facility at the end of the term of this Agreement the **Contractor** shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of **Contractor**.

### **1.3. “Evidence Storage Fee”**

- is defined as being a fee charged for the storage of a vehicle, which has been seized for

evidence, on the approved lot of the **Contractor** per each 30 days. For the purposes of administration, the first month's storage will be assessed at 12:01 A.M. of the day following the tow and continued for thirty (30) calendar days.

#### 1.4. "Tow Charge"

- shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking door, freeing the steering column, disconnecting the driveline, winching onto truck, dollying and mileage charges. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, as determined by the Police Department, **Contractor** will cancel all charges to the vehicle owner at the request of the Police Department.

## 2. Basic Services and Performance Standard.

### 2.1. Agreement and Services.

The **Contractor** listed above agrees at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this **Agreement** and **City's** written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "**Services**":

#### 2.1.1. Labor, Equipment, Materials, and Supplies.

Provide, perform, and complete, in the manner specified and described in this **Agreement**, all necessary work, labor, services, transportation, mileage, equipment, materials, supplies, information, data, and other means and items necessary for police-directed towing services in and around Harrisonville, Missouri ("**Services Site**");

#### 2.1.2. Permits.

Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the **Services**;

#### 2.1.3. Quality.

Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional towing practices, in full compliance with, and as required by or pursuant, to this **Agreement**, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

### 2.2. Performance Standards.

If this **Agreement** is accepted, **Contractor** proposes and agrees that all **Services** shall be fully provided, performed, and completed in accordance with the specifications herein or outlined in and attached to this **Agreement**.

### 2.3. Responsibility for Damage or Loss.

If this **Agreement** is accepted, **Contractor** proposes, and agrees that **Contractor** shall be responsible and liable for, and shall promptly and without charge to **City** repair or replace, damage done to, and any loss or injury suffered by, **City**, the **Services**, the **Services Site**, or other property or persons as a result of the **Services**. **Contractor** also proposes, and agrees that it shall indemnify, defend, and hold harmless the **City** from any and all claims for damages arising under the **Services**

performed by **Contractor** under this **Agreement**.

### 3. Price for Services.

The **Contractor** agrees to take in full payment for all **Services** and other matters set forth under this **Agreement**, including overhead and profit; taxes, contributions, and premiums; and compensation to any subcontractors and suppliers, the compensation set forth in the maximum fee schedule (“**Fee Schedule**”) below:

#### 3.1. Schedule of Prices.

For providing, performing, and completing each of these items of **Service** the following amounts per item:

#### **Fee Schedule**

| Service                                                              | Price    | Period   |
|----------------------------------------------------------------------|----------|----------|
| Tows (not involving an accident)                                     | \$150.00 | per tow  |
| Tows (involving an accident)                                         | \$210.00 | per tow  |
| Service Call Fee (Jump Start Disabled Vehicle)                       | \$75.00  | per call |
| Allowable Response Time                                              | 15/20    | minutes  |
| Heavy Duty Towing (Over 40,000 pounds)                               | *SCR     | per tow  |
| Daily Storage (No storage fee may be charged until after 12:01 A.M.) | \$50.00  | per day  |
| Response Time to Tow Lot                                             | 15       | minutes  |
| After Hours Release Fee                                              | \$50.00  | per tow  |

The **Contractor** agrees to provide the services set forth herein at the rates provided in the **Fee Schedule**. No other fees or charges are allowed. If any vehicle towed pursuant to this policy remains in the Contractor’s storage facility beyond the term of the agreement, the **Contractor** shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

#### 3.2. **Basis For Determining Prices.**

It is expressly understood and agreed that:

3.2.1. All prices stated in the **Fee Schedule** are firm and shall not be subject to escalation or change;

3.2.2. The **City** is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the **Fee Schedule**, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3.2.3. All other applicable federal, state, and local taxes of every kind and nature applicable to the **Services** are included in the **Fee Schedule** and;

#### 3.3. Time of Payment.

It is expressly understood and agreed that all payments shall be made by the owner of the

vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the **City** be liable for, or responsible to make or collect, any charge or payment to or on behalf of **Contractor**. **Contractor** shall accept cash, certified checks, and bankcards under generally accepted business guidelines as payment for work by individuals who have had their vehicles towed and/or stored by **Contractor**.

#### 4. Acceptance and Term of Agreement.

If this agreement is accepted, **Contractor** agrees that **Contractor** shall commence the Services immediately following **City's** signed acceptance of this **Agreement**, if after \_\_\_\_\_, provided **Contractor** has furnished to **City** all insurance certificates and policies of insurance specified in this agreement. The terms of this agreement shall commence at 12:01 A.M. \_\_\_\_\_, and expire at 11:59 P.M. \_\_\_\_\_, unless terminated for cause or with 30 days written notice from either the tow service or the **City**. One month prior to renewal of this agreement, \_\_\_\_\_, the **Fee Schedule** within this **Agreement** may be requested for review by the **Contractor**. The acceptance of said requests shall be determined in the sole discretion of the **City**.

#### 5. Termination of Agreement.

##### 5.1. Termination for Cause.

The failure of the **Contractor** to properly perform any of the **Services** under this **Agreement** shall be cause for the immediate termination of the **Contractor** without 30 day written notice. If an employee of the **Contractor** is charged with a criminal offense (other than a minor traffic offense) the **Agreement** is subject to review and termination by the **City**.

##### 5.2. Contractor's Right to Terminate.

**Contractor** shall have the right to terminate this **Agreement** at any time upon 60 day written notice to the **City**. Termination of this **Agreement** by **Contractor** shall not relieve **Contractor** of any liability to the **City** existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of **Contractor** prior to such termination.

##### 5.3. Termination for Convenience.

The **City** shall have the right to terminate this **Agreement** at any time, for its convenience, upon 15 day written notice to the **Contractor**. The **City** may terminate the **Agreement** pursuant to this Section for any reason, or no reason.

##### 5.4 Remedies.

Upon the occurrence of any of the circumstances of default and for so long as the same shall continue to exist, **City** may hold and/or declare **Contractor** in breach of this **Agreement** 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.

#### 6. Monthly Report.

The **Contractor** shall provide the **City** Police Department a monthly report which includes a copy of the customer invoice for each vehicle towed under this agreement and the release and/or disposition of each vehicle towed by the **Contractor**. Failure to submit the monthly report by the

10th of each month shall result in the immediate removal of the **Contractor** from the rotation. Once the delinquent report has been properly submitted the **Contractor** will be reinstated to the rotation. Any tows missed due to being removed from the rotation will not be made up.

## 7. Services Rendered Only Upon Notice.

**Services** under this **Agreement** shall be rendered only upon the request of the Police Department. **Contractor**, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the **Contractor** shall remove the vehicle(s) from the scene directly to the **Contractor's** storage facility, for the price specified in this policy.

**Contractor** shall alternate weeks of service as provided below:

Miller Tow shall prove all non-preference tows requested by the Police Department from Sunday at 7:00 P.M. (1900 military time) until 6:59 P.M. (1859 military time) the following Sunday, with service beginning on the first Sunday after the effective date of this **Agreement**.

J's Southland shall provide all non-preference tows requested by the Police Department from Sunday at 7:00 P.M. (1900 military time) until 6:59 P.M. (1859 military time) the following Sunday, with service beginning on the second Sunday after the effective date of this **Agreement**.

For all weeks thereafter, Miller Tow and J's Southland shall alternate weeks of service, with the change in service occurring weekly on Sunday at 7:00 P.M. (1900 military time).

If the scheduled **Contractor** fails to answer a call from a **City** communications officer, the communications officer will attempt to contact **Contractor** again. If the **Contractor** fails to answer both calls from the communications officer, the officer shall call the **Contractor** not scheduled to provide services that week.

Should **Contractor** fail to answer a **City** communications officer's calls, or decline to take a tow more than three (3) times in a thirty (30) day period, the **City** shall have the right to suspend or terminate the offending **Contractor** from the rotation schedule, above.

## 8. Dispatch.

The **City** agrees to dispatch the **Contractor** on a rotation to the site of any police-ordered tow during the term of this **Agreement**. However, it is expressly understood by the parties hereto that if the Police Department is unable to contact the **Contractor** during their rotation, at the number specified within this agreement, within one call and four rings, or is otherwise unable to obtain a response to the scene from **Contractor** within a reasonable period of time, another tow operator may be contacted by the Police Department for removal of the subject vehicle(s) and such shall be deemed the **Contractor's** turn in the rotation. Determination of whether **Contractor** or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.

## 9. 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 office and subject to a reasonable review and inspection from time to time by the **City**.

## 10. Specific Service Requirements.

**Contractor** shall be responsible the following Specific Service Requirements in the performance of its duties under the **Agreement**, and failure of **Contractor** to abide any of the terms and conditions of the Tow Service Agreement or perform any of the **Services** specified herein shall be cause for immediate termination of the **Contractor**.

### 10.1. Police Department – First Priority.

The **Contractor** shall consider calls from the Police Department as having first priority over requests for tow service from other parties. **Contractor** shall maintain the equipment and labor force needed to supply the services on a full twenty-four hour per day basis every day of the year.

### 10.2. Removal of Personal Property.

**Contractor** shall allow owners of police-directed towed vehicles one (1) opportunity during normal business hours to remove personal property from their vehicles (with the exception of “hold” vehicles) at no additional charge to the vehicle owner. Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from seized or evidence tows without prior verbal authorization of a Police Department official.

### 10.3. Tow Regulations of City.

The **Contractor** shall obtain a copy of ordinances of the City of Harrisonville regulating towed vehicles.

### 10.4. Accident Debris.

After each tow, **Contractor** shall clean and remove all accident and vehicle debris, including, without limitation, shattered glass, oil, and radiator fluids, from the area of the tow. The **Contractor** shall not be responsible for collection or removal of any cargo spilled from any vehicle except only if the **Contractor** caused such spill while providing the **Services**. **Contractor** shall not be responsible for cleaning or handling of any hazardous material. **Contractor** shall report to the **City** immediately the presence of any hazardous material. The removal of debris and the collection or removal of cargo spilled by **Contractor** shall be considered an integral part of any **Services** and no additional labor charge shall be assessed for such removal or for materials used in the removal process.

### 10.5. Public Safety Access to Storage Lot.

The **Contractor** shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Harrisonville Police Department.

### 10.6. Towing Service Information Sheet.

The **Contractor** shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Harrisonville Police Officer requesting the tow.

### 10.7. Release of Vehicles.

The **Contractor** shall not release a vehicle of a Police Ordered Tow without verbal permission of the Harrisonville Police Department.

### 10.8. Safety Equipment.

The **Contractor** shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), yellow oscillating or flashing light bars, broom bucket and shovel, oil absorbent material, and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.

### 10.9. Response Time.

During normal business hours (8:00 A.M.—5:00 P.M.) Monday through Friday, **Contractor** shall arrive at the scene of a requested tow with the requested and required equipment within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal business hours, **Contractor** shall arrive at the scene of the tow within twenty (20) minutes after the request for the tow has been made. **Contractor** shall provide its personnel with the necessary communications equipment to fulfill the required response times. **Contractor** shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year. Failure to respond within the designated response times listed (See Section 22).

### 10.10. Storage Lot.

The **Contractor** shall own or lease a storage lot within two (2) mile of the City limits of Harrisonville, Missouri which shall be utilized by **Contractor** for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against the intrusion of unauthorized persons and provide a minimum storage capacity for twenty-five (25) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicles or materials inside the fenced enclosure from off the premises. The storage lot operated by the **Contractor** shall be open between the hours of 8 A.M. to 5 P.M. Monday through Friday, and 9 A.M. to 12 Noon on Saturday for an owner to retrieve a vehicle towed to the lot.

## 11. Insurance.

The **Contractor** shall maintain in full force and effect throughout the period of this **Agreement** general liability insurance covering bodily injury liability and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. A certificate of such policy or policies of insurance shall be furnished to the **City** prior to the execution of the **Agreement** with the **Contractor** and the **City** shall be named as an additional insured on all said

policies. The **City** shall receive at least thirty (30) days written notice prior to the cancellation of any insurance. Contractor shall also provide a reasonable bond, if the City determines a bond is necessary to protect the City or the owner of any towed vehicle.

## **12. 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 **Agreement** 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 **Agreement**.

## **13. Hold Harmless.**

The **Contractor** shall protect and hold harmless the City of Harrisonville, its Mayor and Board, all elected officials, staff, employees, and representatives from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the **Contractor** shall protect and hold harmless the City of Harrisonville from any and all claims for any loss, damage, or injuries sustained by any person or entity arising out of the terms of this **Agreement**, including without limitation, all expenses incurred and attorney fees, court costs, and expenses related to any litigation.

## **14. 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 **Agreement**.

### **14.1. 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.

### **14.2. 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 **Agreement**. **Contractor** further agrees to furnish all services required by this **Agreement** 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 **Agreement** and **Contractor** agrees that it does adopt such requirements as a part of this **Agreement**.

## **15. 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**.

#### 15.1. City:

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

City of Harrisonville  
Attn: Chief John Hofer  
P.O. Box 367  
205 N. Lexington Street  
Harrisonville, MO 64701,

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

#### 15.2. Contractor:

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

Miller Tow

\_\_\_\_\_, (address)  
\_\_\_\_\_, (city, state, zip)

J's Southland  
3-70 Box 394 L- 1505 Glenwater Dr.  
Raymore MO 64083 Harrisonville, (city, state, zip)  
MO 64701

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

### 16. 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.

### 17. Miscellaneous.

#### 17.1. Taxes.

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

#### 17.2. Assignment and Modification.

**Contractor** shall not assign, transfer, exchange or encumber this **Agreement**, or any part thereof, without the express written consent of the **City**. This **Agreement** and the attachments

hereto shall not be modified or amended in any way, except if done in writing, and signed by both the **City** and the **Contractor**.

### **17.3. Cooperate to Accomplish Purpose:**

The parties hereto shall cooperate to accomplish the intended purpose of this **Agreement**, 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 **Agreement**.

### **17.4. Compliance with Laws.**

**Contractor** shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the **Agreement**, and save harmless the **City** for or on account of all charges or damages for non-observance thereof.

### **17.5. Business License.**

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

### **17.6. 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.

### **17.7. 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. 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.

### **17.8. 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.

### **17.9. Invalidity or Severability.**

If any one or more of the provisions of this **Agreement**, 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 **Agreement** and all other applications of any such provision shall not be affected thereby.

#### **17.10. 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 **Agreement** by **City** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### **17.11. Governing Law.**

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

#### **17.12. 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 **Agreement** to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **17.13. 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 **Agreement**. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

#### **17.14. Entire Agreement**

This **Agreement** 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 **Agreement** shall be valid or binding unless reduced to writing and signed by the parties hereto.

#### **17.15. Counterparts.**

To facilitate execution, this **Agreement** 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.

### **18. Agreement Contingent on Addendums.**

Each party to this **Agreement** hereby agrees that the approval and engagement of each **Contractor** to provide the **Services** described herein for the **City** shall be contingent upon the proper execution and completion of the **Acceptance Addendum "A"**, and the **Contractor Information Addendum "B"** (the "**Addendums**"), in which each said **Contractor** agrees to be bound by the terms of this **Agreement** and the terms of the **Addendums**. The **Addendums** shall be attached hereto and incorporated herein by reference.

**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

**Contractor: Miller Tow,** an individual,  
and resident of the State of Missouri

By: Brad Ratliff, City Administrator

By: \_\_\_\_\_

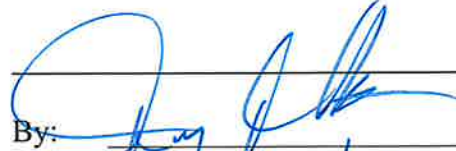
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest City Clerk:**

Title: \_\_\_\_\_

**Contractor: J's Southland,** an individual,  
and resident of the State of Missouri

By: 

Date: 7/27/21

Title: President

Attachment: Tow Agreement 2021 J's Southland (2021 Non-Preference Tow Agreement)

# CITY OF HARRISONVILLE, MISSOURI AGREEMENT FOR TOW SERVICES

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**THIS AGREEMENT** is effective the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), between the **City of Harrisonville, Missouri**, a municipal corporation of the State of Missouri, (hereinafter “**City**”) acting through its duly authorized City Administrator, and the Miller Tow and J’s Southland (hereinafter collectively referred to as “**Contractor**”) described in the **Addendums**.

**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:

## **1. Definitions:**

### **1.1. “Police-Ordered Tow”**

- is defined as being those tows, as ordered by the Harrisonville Police Department for:

- 1.1.1. Vehicles involved in traffic crashes;
- 1.1.2. Abandoned vehicles on roadways;
- 1.1.3. Disabled vehicles;
- 1.1.4. Abandoned or unclaimed vehicles on private property;
- 1.1.5. Vehicles seized or impounded as evidence;
- 1.1.6. Recovered stolen vehicles;
- 1.1.7. Vehicles involved in crimes;
- 1.1.8. Vehicles relocated during a City emergency; and
- 1.1.9. Other vehicles as requested by the Police Department.

### **1.2. “Storage Fee”**

- is defined as being a fee charged for the storage of a vehicle on the approved lot of the **Contractor** per each calendar day. For the purposes of administration, the first day’s storage will be assessed at 12:01 A.M. of the day following the tow and at 12:01 A.M. on each day thereafter and the storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If any vehicles towed at the direction of the Police Department remain in **Contractor's** storage facility at the end of the term of this Agreement the **Contractor** shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of **Contractor**.

### **1.3. “Evidence Storage Fee”**

- is defined as being a fee charged for the storage of a vehicle, which has been seized for

evidence, on the approved lot of the **Contractor** per each 30 days. For the purposes of administration, the first month's storage will be assessed at 12:01 A.M. of the day following the tow and continued for thirty (30) calendar days.

#### 1.4. "Tow Charge"

- shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking door, freeing the steering column, disconnecting the driveline, winching onto truck, dollying and mileage charges. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, as determined by the Police Department, **Contractor** will cancel all charges to the vehicle owner at the request of the Police Department.

## 2. Basic Services and Performance Standard.

### 2.1. Agreement and Services.

The **Contractor** listed above agrees at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this **Agreement** and **City's** written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "**Services**":

#### 2.1.1. Labor, Equipment, Materials, and Supplies.

Provide, perform, and complete, in the manner specified and described in this **Agreement**, all necessary work, labor, services, transportation, mileage, equipment, materials, supplies, information, data, and other means and items necessary for police-directed towing services in and around Harrisonville, Missouri ("**Services Site**");

#### 2.1.2. Permits.

Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the **Services**;

#### 2.1.3. Quality.

Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional towing practices, in full compliance with, and as required by or pursuant, to this **Agreement**, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

### 2.2. Performance Standards.

If this **Agreement** is accepted, **Contractor** proposes and agrees that all **Services** shall be fully provided, performed, and completed in accordance with the specifications herein or outlined in and attached to this **Agreement**.

### 2.3. Responsibility for Damage or Loss.

If this **Agreement** is accepted, **Contractor** proposes, and agrees that **Contractor** shall be responsible and liable for, and shall promptly and without charge to **City** repair or replace, damage done to, and any loss or injury suffered by, **City**, the **Services**, the **Services Site**, or other property or persons as a result of the **Services**. **Contractor** also proposes, and agrees that it shall indemnify, defend, and hold harmless the **City** from any and all claims for damages arising under the **Services**

performed by **Contractor** under this **Agreement**.

### 3. Price for Services.

The **Contractor** agrees to take in full payment for all **Services** and other matters set forth under this **Agreement**, including overhead and profit; taxes, contributions, and premiums; and compensation to any subcontractors and suppliers, the compensation set forth in the maximum fee schedule (“**Fee Schedule**”) below:

#### 3.1. Schedule of Prices.

For providing, performing, and completing each of these items of **Service** the following amounts per item:

#### **Fee Schedule**

| Service                                                              | Price    | Period   |
|----------------------------------------------------------------------|----------|----------|
| Tows (not involving an accident)                                     | \$150.00 | per tow  |
| Tows (involving an accident)                                         | \$210.00 | per tow  |
| Service Call Fee (Jump Start Disabled Vehicle)                       | \$75.00  | per call |
| Allowable Response Time                                              | 15/20    | minutes  |
| Heavy Duty Towing (Over 40,000 pounds)                               | *SCR     | per tow  |
| Daily Storage (No storage fee may be charged until after 12:01 A.M.) | \$50.00  | per day  |
| Response Time to Tow Lot                                             | 15       | minutes  |
| After Hours Release Fee                                              | \$50.00  | per tow  |

The **Contractor** agrees to provide the services set forth herein at the rates provided in the **Fee Schedule**. No other fees or charges are allowed. If any vehicle towed pursuant to this policy remains in the Contractor’s storage facility beyond the term of the agreement, the **Contractor** shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

#### 3.2. **Basis For Determining Prices.**

It is expressly understood and agreed that:

3.2.1. All prices stated in the **Fee Schedule** are firm and shall not be subject to escalation or change;

3.2.2. The **City** is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the **Fee Schedule**, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3.2.3. All other applicable federal, state, and local taxes of every kind and nature applicable to the **Services** are included in the **Fee Schedule** and;

#### 3.3. Time of Payment.

It is expressly understood and agreed that all payments shall be made by the owner of the

vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the **City** be liable for, or responsible to make or collect, any charge or payment to or on behalf of **Contractor**. **Contractor** shall accept cash, certified checks, and bankcards under generally accepted business guidelines as payment for work by individuals who have had their vehicles towed and/or stored by **Contractor**.

#### 4. Acceptance and Term of Agreement.

If this agreement is accepted, **Contractor** agrees that **Contractor** shall commence the Services immediately following **City's** signed acceptance of this **Agreement**, if after \_\_\_\_\_, provided **Contractor** has furnished to **City** all insurance certificates and policies of insurance specified in this agreement. The terms of this agreement shall commence at 12:01 A.M. \_\_\_\_\_, and expire at 11:59 P.M. \_\_\_\_\_, unless terminated for cause or with 30 days written notice from either the tow service or the **City**. One month prior to renewal of this agreement, \_\_\_\_\_, the **Fee Schedule** within this **Agreement** may be requested for review by the **Contractor**. The acceptance of said requests shall be determined in the sole discretion of the **City**.

#### 5. Termination of Agreement.

##### 5.1. Termination for Cause.

The failure of the **Contractor** to properly perform any of the **Services** under this **Agreement** shall be cause for the immediate termination of the **Contractor** without 30 day written notice. If an employee of the **Contractor** is charged with a criminal offense (other than a minor traffic offense) the **Agreement** is subject to review and termination by the **City**.

##### 5.2. Contractor's Right to Terminate.

**Contractor** shall have the right to terminate this **Agreement** at any time upon 60 day written notice to the **City**. Termination of this **Agreement** by **Contractor** shall not relieve **Contractor** of any liability to the **City** existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of **Contractor** prior to such termination.

##### 5.3. Termination for Convenience.

The **City** shall have the right to terminate this **Agreement** at any time, for its convenience, upon 15 day written notice to the **Contractor**. The **City** may terminate the **Agreement** pursuant to this Section for any reason, or no reason.

##### 5.4 Remedies.

Upon the occurrence of any of the circumstances of default and for so long as the same shall continue to exist, **City** may hold and/or declare **Contractor** in breach of this **Agreement** 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.

#### 6. Monthly Report.

The **Contractor** shall provide the **City** Police Department a monthly report which includes a copy of the customer invoice for each vehicle towed under this agreement and the release and/or disposition of each vehicle towed by the **Contractor**. Failure to submit the monthly report by the

10th of each month shall result in the immediate removal of the **Contractor** from the rotation. Once the delinquent report has been properly submitted the **Contractor** will be reinstated to the rotation. Any tows missed due to being removed from the rotation will not be made up.

## 7. Services Rendered Only Upon Notice.

**Services** under this **Agreement** shall be rendered only upon the request of the Police Department. **Contractor**, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the **Contractor** shall remove the vehicle(s) from the scene directly to the **Contractor's** storage facility, for the price specified in this policy.

**Contractor** shall alternate weeks of service as provided below:

Miller Tow shall provide all non-preference tows requested by the Police Department from Sunday at 7:00 P.M. (1900 military time) until 6:59 P.M. (1859 military time) the following Sunday, with service beginning on the first Sunday after the effective date of this **Agreement**.

J's Southland shall provide all non-preference tows requested by the Police Department from Sunday at 7:00 P.M. (1900 military time) until 6:59 P.M. (1859 military time) the following Sunday, with service beginning on the second Sunday after the effective date of this **Agreement**.

For all weeks thereafter, Miller Tow and J's Southland shall alternate weeks of service, with the change in service occurring weekly on Sunday at 7:00 P.M. (1900 military time).

If the scheduled **Contractor** fails to answer a call from a **City** communications officer, the communications officer will attempt to contact **Contractor** again. If the **Contractor** fails to answer both calls from the communications officer, the officer shall call the **Contractor** not scheduled to provide services that week.

Should **Contractor** fail to answer a **City** communications officer's calls, or decline to take a tow more than three (3) times in a thirty (30) day period, the **City** shall have the right to suspend or terminate the offending **Contractor** from the rotation schedule, above.

## 8. Dispatch.

The **City** agrees to dispatch the **Contractor** on a rotation to the site of any police-ordered tow during the term of this **Agreement**. However, it is expressly understood by the parties hereto that if the Police Department is unable to contact the **Contractor** during their rotation, at the number specified within this agreement, within one call and four rings, or is otherwise unable to obtain a response to the scene from **Contractor** within a reasonable period of time, another tow operator may be contacted by the Police Department for removal of the subject vehicle(s) and such shall be deemed the **Contractor's** turn in the rotation. Determination of whether **Contractor** or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.

## 9. 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 office and subject to a reasonable review and inspection from time to time by the **City**.

## 10. Specific Service Requirements.

**Contractor** shall be responsible the following Specific Service Requirements in the performance of its duties under the **Agreement**, and failure of **Contractor** to abide any of the terms and conditions of the Tow Service Agreement or perform any of the **Services** specified herein shall be cause for immediate termination of the **Contractor**.

### 10.1. Police Department – First Priority.

The **Contractor** shall consider calls from the Police Department as having first priority over requests for tow service from other parties. **Contractor** shall maintain the equipment and labor force needed to supply the services on a full twenty-four hour per day basis every day of the year.

### 10.2. Removal of Personal Property.

**Contractor** shall allow owners of police-directed towed vehicles one (1) opportunity during normal business hours to remove personal property from their vehicles (with the exception of “hold” vehicles) at no additional charge to the vehicle owner. Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from seized or evidence tows without prior verbal authorization of a Police Department official.

### 10.3. Tow Regulations of City.

The **Contractor** shall obtain a copy of ordinances of the City of Harrisonville regulating towed vehicles.

### 10.4. Accident Debris.

After each tow, **Contractor** shall clean and remove all accident and vehicle debris, including, without limitation, shattered glass, oil, and radiator fluids, from the area of the tow. The **Contractor** shall not be responsible for collection or removal of any cargo spilled from any vehicle except only if the **Contractor** caused such spill while providing the **Services**. **Contractor** shall not be responsible for cleaning or handling of any hazardous material. **Contractor** shall report to the **City** immediately the presence of any hazardous material. The removal of debris and the collection or removal of cargo spilled by **Contractor** shall be considered an integral part of any **Services** and no additional labor charge shall be assessed for such removal or for materials used in the removal process.

### 10.5. Public Safety Access to Storage Lot.

The **Contractor** shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Harrisonville Police Department.

### 10.6. Towing Service Information Sheet.

The **Contractor** shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Harrisonville Police Officer requesting the tow.

### 10.7. Release of Vehicles.

The **Contractor** shall not release a vehicle of a Police Ordered Tow without verbal permission of the Harrisonville Police Department.

### 10.8. Safety Equipment.

The **Contractor** shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), yellow oscillating or flashing light bars, broom bucket and shovel, oil absorbent material, and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.

### 10.9. Response Time.

During normal business hours (8:00 A.M.—5:00 P.M.) Monday through Friday, **Contractor** shall arrive at the scene of a requested tow with the requested and required equipment within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal business hours, **Contractor** shall arrive at the scene of the tow within twenty (20) minutes after the request for the tow has been made. **Contractor** shall provide its personnel with the necessary communications equipment to fulfill the required response times. **Contractor** shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year. Failure to respond within the designated response times listed (See Section 22).

### 10.10. Storage Lot.

The **Contractor** shall own or lease a storage lot within two (2) mile of the City limits of Harrisonville, Missouri which shall be utilized by **Contractor** for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against the intrusion of unauthorized persons and provide a minimum storage capacity for twenty-five (25) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicles or materials inside the fenced enclosure from off the premises. The storage lot operated by the **Contractor** shall be open between the hours of 8 A.M. to 5 P.M. Monday through Friday, and 9 A.M. to 12 Noon on Saturday for an owner to retrieve a vehicle towed to the lot.

## 11. Insurance.

The **Contractor** shall maintain in full force and effect throughout the period of this **Agreement** general liability insurance covering bodily injury liability and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. A certificate of such policy or policies of insurance shall be furnished to the **City** prior to the execution of the **Agreement** with the **Contractor** and the **City** shall be named as an additional insured on all said

policies. The **City** shall receive at least thirty (30) days written notice prior to the cancellation of any insurance. Contractor shall also provide a reasonable bond, if the City determines a bond is necessary to protect the City or the owner of any towed vehicle.

## **12. 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 **Agreement** 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 **Agreement**.

## **13. Hold Harmless.**

The **Contractor** shall protect and hold harmless the City of Harrisonville, its Mayor and Board, all elected officials, staff, employees, and representatives from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the **Contractor** shall protect and hold harmless the City of Harrisonville from any and all claims for any loss, damage, or injuries sustained by any person or entity arising out of the terms of this **Agreement**, including without limitation, all expenses incurred and attorney fees, court costs, and expenses related to any litigation.

## **14. 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 **Agreement**.

### **14.1. 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.

### **14.2. 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 **Agreement**. **Contractor** further agrees to furnish all services required by this **Agreement** 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 **Agreement** and **Contractor** agrees that it does adopt such requirements as a part of this **Agreement**.

## **15. 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**.

**15.1. City:**

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

City of Harrisonville  
Attn: Chief John Hofer  
P.O. Box 367  
205 N. Lexington Street  
Harrisonville, MO 64701,

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

**15.2. Contractor:**

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

Miller Tow

\_\_\_\_\_, (address)  
\_\_\_\_\_, (city, state, zip)

J's Southland  
3-70 Box 394 L- 1505 Glenwater Dr.  
Raymore MO 64083 Harrisonville, (address)  
MO 64701, (city, state, zip)

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

**16. 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.

**17. Miscellaneous.**

**17.1. Taxes.**

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

**17.2. Assignment and Modification.**

**Contractor** shall not assign, transfer, exchange or encumber this **Agreement**, or any part thereof, without the express written consent of the **City**. This **Agreement** and the attachments

hereto shall not be modified or amended in any way, except if done in writing, and signed by both the **City** and the **Contractor**.

### **17.3. Cooperate to Accomplish Purpose:**

The parties hereto shall cooperate to accomplish the intended purpose of this **Agreement**, 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 **Agreement**.

### **17.4. Compliance with Laws.**

**Contractor** shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the **Agreement**, and save harmless the **City** for or on account of all charges or damages for non-observance thereof.

### **17.5. Business License.**

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

### **17.6. 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.

### **17.7. 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. 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.

### **17.8. 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.

### **17.9. Invalidity or Severability.**

If any one or more of the provisions of this **Agreement**, 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 **Agreement** and all other applications of any such provision shall not be affected thereby.

#### **17.10. 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 **Agreement** by **City** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### **17.11. Governing Law.**

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

#### **17.12. 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 **Agreement** to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **17.13. 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 **Agreement**. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

#### **17.14. Entire Agreement**

This **Agreement** 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 **Agreement** shall be valid or binding unless reduced to writing and signed by the parties hereto.

#### **17.15. Counterparts.**

To facilitate execution, this **Agreement** 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.

### **18. Agreement Contingent on Addendums.**

Each party to this **Agreement** hereby agrees that the approval and engagement of each **Contractor** to provide the **Services** described herein for the **City** shall be contingent upon the proper execution and completion of the **Acceptance Addendum "A"**, and the **Contractor Information Addendum "B"** (the "**Addendums**"), in which each said **Contractor** agrees to be bound by the terms of this **Agreement** and the terms of the **Addendums**. The **Addendums** shall be attached hereto and incorporated herein by reference.

**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

**Contractor: Miller Tow,** an individual,  
and resident of the State of Missouri

By: Brad Ratliff, City Administrator

By: \_\_\_\_\_

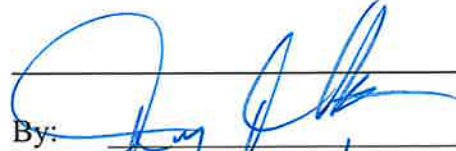
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest City Clerk:**

Title: \_\_\_\_\_

**Contractor: J's Southland,** an individual,  
and resident of the State of Missouri

By: 

Date: 7/27/21

Title: President

Attachment: Tow Agreement 2021 Miller Tow (2021 Non-Preference Tow Agreement)

**Council Bill No. 2021-0****Resolution No. 2021-0**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF  
HARRISONVILLE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO  
ENTER INTO A TOW POLICY AGREEMENT WITH J'S SOUTHLAND TOW,  
MILLER TOW AND SUCH OTHER TOW COMPANIES AS ARE WILLING TO MEET  
THE REQUIREMENTS OF THE AGREEMENT.**

**WHEREAS**, the City of Harrisonville has determined that J's Southland Tow and Miller Tow are competent to perform service for the City of Harrisonville; and

**WHEREAS**, J's Southland Tow and Miller Tow agree to perform services for the City of Harrisonville.

**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 sign the attached tow agreement with J's Southland Tow and Miller Tow for non-preferential tow service when summoned by the Harrisonville Police Department.

**Section 2:** That the City Administrator is hereby authorized and directed to sign agreements with other tow companies who agree to meet the requirements of the agreement.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 2ND DAY OF AUGUST 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

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

Attachment: Non-Preference Tow Agreement 2021 (2021 Non-Preference Tow Agreement)

ATTEST:

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Daniel Barnett, City Clerk

WITNESS my hand and seal this 2nd day of August 2021.



**TO: Board of Aldermen**  
**FROM: Kim Hubbard, Finance Manager**  
**DATE: July 28, 2021**  
**SUBJECT: Mid-Year Amendments**

**Type of Item:** *Budget*

**TO: Mayor and Board of Aldermen**

**FROM: Kim Hubbard, Finance Manager**

**DATE: July 28, 2021**

**SUBJECT: 2021 Mid-Year Budget Amendments**

At the July 19<sup>th</sup> meeting staff discussed bringing back to the Board for Approval a mid-year budget amendment. Attached is a summary of that amendment. Department staff will be in attendance Monday evening to answer any questions the Board may have.

Please note items 4 and 5 will be split across funds.

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

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF  
HARRISONVILLE AMENDING THE OPERATING BUDGET FOR THE CITY  
OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1,  
2021 THROUGH DECEMBER 31, 2021, AND ESTABLISHING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City of Harrisonville (“City”) staff has reviewed the Fiscal Year January 1, 2021 to December 31, 2021 (“Fiscal Year”) revenues and expenditures; and

**WHEREAS**, changes reflected for engineering expenditures in the General Fund for the Lawrence Smith Memorial Airport Taxilane Project occurring during the Fiscal Year need to be adopted before the end of 2021; and

**WHEREAS**, this is a standard accounting practice to do a mid-year budget amendment; and

**WHEREAS**, The Board of Aldermen feel it is in the best interest of the City to approve the budget amendment presented for Fiscal Year 2021;

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

Section 1: That the annual operating budget for the City of Harrisonville, Missouri, for the fiscal year beginning January 1, 2021, and ending on December 31, 2021, is hereby amended. Maximum amounts to be expended by fund are as follows:

|                    |            |            |
|--------------------|------------|------------|
| COMMUNITY CENTER   | 3,733,445  | 3,733,445  |
| EMERGENCY SERVICES | 4,375,396  | 4,375,396  |
| DEBT SERVICE       | 855,350    | 855,350    |
| REFUSE             | 606,805    | 606,805    |
| ELECTRIC           | 12,493,088 | 12,493,088 |
| CWSS               | 17,041,089 | 17,041,089 |
| AQUATIC CENTER     | 163,700    | 163,700    |
| FLEET MANAGEMENT   | 200,000    | 200,000    |
|                    | 51,098,005 | 51,098,005 |
|                    |            |            |
|                    |            |            |
|                    |            |            |

Section 2: That the City Administrator is hereby authorized to amend the line items of the budget as needed, but in no event shall more funds be expended for any particular fund than that authorized by this budget without prior approval of the Board of Aldermen. In addition, any monies set aside for capital outlays shall not be used for any other purposes without prior approval of the Board of Aldermen.

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

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 2ND DAY OF AUGUST 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 2ND DAY OF AUGUST 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 2ND DAY OF AUGUST 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

---

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

ATTEST:

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Daniel Barnett, City Clerk

WITNESS my hand and seal this 2nd day of August, 2021.

| Amendment<br>Item<br>Number | DEPARTMENT NOTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SOURCE                   | ORIGINAL<br>BUDGET<br>2021 | TO              | BUDGET<br>ADJUSTMENT<br>REQUEST                                                                  | DEPARTMENT COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|-----------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                           | Hanger B Structural Improvements Project budget request of \$50,000 possibly from Street Asphalt Maintenance Line Item 01-6-0707-0309; for City of Harrisonville City staff to construct and install the wood column and concrete pier repair, the estimated material cost of the wood column concrete repair is estimated to be between \$250 – \$500/column. City staff will do the labor for the project. Initially we plan to do the eight (8) end wall and corner columns, and then every other column that would be a total of thirty (30) column repairs. With one (1) column has been completed, that would leave twenty-two (22) columns to be constructed during the next fiscal year. Depending on the close-out cost with the Contractor (yet to be determined, and should have on Friday, July 30th); City staff are hopefully the above requested \$50,000 will cover the materials, including three (3) shear wall bracing materials and the closeout of the project with the contractor. | 01-6-0707-0309           |                            | 01-0717-0503-00 | \$ 50,000.00                                                                                     | BASE-\$50,000 calculated from base bid of \$37,755+\$15,900 (53 metal brackets \$300 ea)+\$3,700 for (1 post) and 1 day of clean-up \$738.00 for a total of \$58,093 - so rounding up this would be \$60,000. Less \$13,000 from CARES ACT Monies (which we will have to ask for reimb) brings total needed to \$47,000 round that up brings us to \$50,000                                                                                                                                                                                                                                                             |
| 2                           | <u>TEAP Studies (Matt &amp; Meghan and Commercial &amp; Locust) initial budget request of \$19,827.23.</u><br>Reimbursed \$15,861.78 (80%) by MoDOT.<br>Funding from the Street Asphalt Maintenance Line Item 01-6-0707-0309                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | MoDOT 80%                | \$ -                       |                 | \$ 19,827.23                                                                                     | ADDED GRANT REVENUE - \$15,861.78-the \$19,827.23 was paid from the 01-0707-0309-00 7/8/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3                           | <u>Lake Harrisonville Spillway Pipe Rehabilitation project</u><br>\$100,000 for engineering from savings associated with the COP funded Ultraviolet Disinfection Construction Budget, Line Item 08-6-0932-3067                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 08-6-0932-3067           | \$ -                       |                 | \$ 100,000.00                                                                                    | The construction budget for the UV Disinfection project was \$2,500,000 with an additional contingency of \$400,000 in the budget. The construction contract amount is \$1,793,205, with a built in change order price escalation of \$62,500 in the contract amount. Resulting in a usable savings.<br>if the Mayor and the BOA approve. But please remember MDNR may not issue a Lake Harrisonville operating permit next March 2022, if we do nothing and Lake Harrisonville is our drinking water source. Very important to get started this year with the engineering.                                             |
| 4                           | Add Utility Clerk Position per Finance SWOT<br>Salary=\$30,160.00 (14.50/hr), Health etc=\$17,405, WC \$100, LAGERS \$2,925, FICA \$2,308 total \$52,898.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Reserves                 |                            |                 | \$26,651.00<br>\$15,080.00<br>\$ 1,154.00<br>\$ 50.00<br>\$ 1,462.50<br>\$ 8,702.00<br>\$ 202.50 | Cost to be split between General Fund, Electric and CWSS based on cost allocation model.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5                           | Add-Finance Position per Finance SWOT<br>Salary=\$60,000, Health, \$17,405, WC \$100, LAGERS \$5,820, FICA \$4,590.00 TOTAL \$87,915                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Reserves                 |                            |                 | \$ 44,159.50<br>\$ 30,000<br>\$ 2,295<br>\$ 50<br>\$ 2,910<br>\$ 8,702<br>\$ 203                 | Cost to be split between General Fund, Electric and CWSS based on cost allocation model.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6                           | Airport Runway 17-35, Mill and Fill Asphalt Overlay, Lighting and Striping; Possible funding required 1) \$465,000 (10%), 2) \$232,500 (5%) or 3) \$0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |                            |                 | \$ 100,000.00                                                                                    | We are requesting (required) the need for \$100,000 for this fiscal year to start the engineering for the project. The engineering will be performed by Lockner engineers. There is the possibility of the airport receiving discretionary funding for the project up to 100%, but we may have to show a local match of up to \$465,000, which is 10%, but MoDOT may provide 5% funding which would leave us with \$232,500 and we may pay back using the STAR loan program with a payback period of 10 years. We just need to show on paper "skin in the game" the initial engineering funding of \$100,000 this year. |
| 7                           | AV gas for airport-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | resold to at 100% profit |                            |                 | \$ 15,000.00                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8                           | Fleet Management Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Fund(s) Reserves         | \$ -                       | New Fund        | \$ 200,000.00                                                                                    | With the recent delay in vehicles consumers have seen worldwide orders for vehicles the City uses are expected to take 12 to 18 months to arrive. In order for the City to proceed with planned purchases that were discussed with the Board staff is requesting the authority to set up a separate city Fund (not bank account) within the City account structure to account for these downpayments and any future purchases. Funds will be replenished by charging a lease rate back to the departmental funds using those vehicles.                                                                                  |



**TO:** Board of Aldermen  
**FROM:** Daniel Barnett,  
**DATE:** July 28, 2021  
**SUBJECT:** Show-Me Courts surcharge

**Type of Item:** *Approval*

**G. Action Item (ID # 3967)**

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING A SURCHARGE FOR THE STATEWIDE COURT AUTOMATION FUND AND ESTABLISH AN EFFECTIVE DATE.

Attachments:

Staff Report Show-Me Courts fee ordinance 2021 (DOC)

Show Me Courts Agreement (PDF)

Show-Me Courts costs 2021 (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:** Daniel Barnett, City Clerk  
**Date:** July 27<sup>th</sup>, 2021  
**Re:** Establishing a surcharge for the Statewide Court Automation Fund

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#### **GENERAL INFORMATION**

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**Applicant:** NA  
**Requested Actions:** Approval  
**Date of Application:** NA

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#### **PROPOSAL**

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Staff, along with Judge Don Lograsso, wish to establish a surcharge for the Statewide Court Automation Fund, pursuant to Section 476.056, RSMo., per case where costs are assessed in Municipal Court. Currently, OSCA has set the surcharge at \$7 for cases where costs are assessed in Municipal Court.

OSCA has asked that all Missouri municipal courts implement the Show-Me Courts program before January 1, 2022.

This surcharge is a vital step towards the City's target implementation date of October 1, 2021.

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#### **PREVIOUS ACTIONS**

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Show-Me Courts is being developed by the Office of the State Courts Administrator (OSCA) in Jefferson City, for use as the case management system for the courts in Missouri. When all the current functionality is available in Show-Me Courts, the program will replace the Justice Information System (JIS). Updates and new functionality to Show-Me Courts will be deployed on a regular basis to the courts.

The State hopes that the new program will meet the 21<sup>st</sup> Century technology needs for Missouri courts.

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#### **KEY ISSUES**

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The Office of the State Courts Administrator (OSCA) has asked that all Missouri municipal courts implement the Show-Me Courts program before January 1, 2022.

Without this surcharge, City staff will not be able to implement the Show-Me Courts program on our target date of October 1, 2021 or by the required date of January 1, 2022.

Attachment: Staff Report Show-Me Courts fee ordinance 2021 (Show-Me Courts surcharge)

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**STAFF COMMENTS AND SUGGESTIONS**

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**STAFF RECOMMENDATION**

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Approval.

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**ATTACHMENTS**

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Show-Me Courts Agreement with the Office of State Courts Administrator (OSCA)

Show-Me Courts Cost Ordinance

**STAFF CONTACT:** Daniel Barnett, City Clerk

## SHOW ME COURTS AGREEMENT

This document constitutes an Agreement between City of Harrisonville (the City) and the Office of State Courts Administrator (OSCA), collectively referred to herein as the "Parties", for the implementation of the Show-Me Courts (SMC) court automation software. The agreement shall govern the long term use of the court automation software.

Background: Show-Me Courts is being developed for use as the case management system for the courts in Missouri and when all the current functionality is available in SMC, will replace the Justice Information System (JIS). Updates and new functionality to SMC will be deployed on a regular basis to the courts.

**The Office of State Courts Administrator, in coordination with the Missouri Court Automation Committee, agrees to provide:**

1. A suite of applications that meet the statutory and Supreme Court rules requirements.
2. Support.
3. Court Staff Training.
4. Communications with court.
5. Back-up of data.

**The Municipality agrees to:**

1. Establish and maintain in effect a local ordinance to assess and collect the Court Automation Fee as required by Section 476.056, RSMo.
2. Provide and install necessary equipment for the implementation of SMC that meets Missouri Court Automation Infrastructure Standards. The Missouri Court Automation Infrastructure Standards may be found on the Court Information Center at <http://www.courts.mo.gov/page.jsp?id=61273>.

We, the undersigned, have read and accept this agreement as required by Section 476.056 RSMo.

\_\_\_\_\_  
City, by its Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Earl Kraus  
Deputy State Courts Administrator

\_\_\_\_\_  
Date

Attachment: Show Me Courts Agreement (Show-Me Courts surcharge)

**Council Bill No. 2021-0****Ordinance No.****AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING A SURCHARGE FOR THE STATEWIDE COURT AUTOMATION FUND AND ESTABLISH AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Aldermen desires to utilize the Show-Me Courts statewide case management automation system, as mandated by the Missouri Legislature, Section 476.055.3, to support the business needs of the City of Harrisonville Municipal Court; and

**WHEREAS**, utilization of the Show-Me Courts system requires a surcharge pursuant to Section 476.056, RSMo., per case where costs are assessed in Municipal Court.

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

**Section 1:** The Mayor and Board of Aldermen are hereby authorized to add Paragraph 12 to Section 125.320 Court Costs, of Chapter 125, Municipal Court, of Title 1, Government Code, of the City of Harrisonville Municipal Code to read as follows:

**Sec. 125.320 Court Costs:**

A. In addition to any fine that may be imposed by the Municipal Judge, there shall be assessed as costs in all cases the following:

12. In addition to the other costs authorized in this Section, there shall be assessed a state court automation surcharge pursuant to Section 476.056, RSMo., in all cases in which court costs are taxed. Said surcharge shall be collected by the Municipal Court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund, as provided in Section 488.012.3(5), RSMo. And Section 488.027.2, RSMo., and in an amount mandated by said statutes.

**Section 2:** Effective Date. That this ordinance shall become effective upon implementation of the Show-Me Courts statewide case management automation system.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 2ND DAY OF AUGUST 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 2ND DAY OF AUGUST 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 2ND DAY OF AUGUST 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**

**NAYS:**

Attachment: Show-Me Courts costs 2021 (Show-Me Courts surcharge)

**ABSENT:**  
**ABSTAIN:**

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

**ATTEST:**

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Daniel Barnett, City Clerk

WITNESS my hand and seal this 2nd day of August 2021.

Attachment: Show-Me Courts costs 2021 (Show-Me Courts surcharge)



City of  
**Harrisonville**  
STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Roger Kroh, Planner  
**DATE:** July 21, 2021  
**SUBJECT:** Burris Drive Estates Final Plat Lots 1-3 Burris Dr and Mechanic St

**Type of Item:** *Approval*

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**GENERAL INFORMATION**

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|                                        |                                                         |                      |
|----------------------------------------|---------------------------------------------------------|----------------------|
| <b>Meetings:</b>                       | <b>Planning and Zoning Commission</b>                   | <b>July 19, 2021</b> |
|                                        | <b>Board of Aldermen</b>                                | <b>Aug. 2, 2021</b>  |
| <b>Applicant &amp; Property Owner:</b> | <b>Larry and Donna Pfautsch</b>                         |                      |
| <b>Requested Action:</b>               | <b>Final Plat of Burris Drive Estates, Lots 1-3</b>     |                      |
| <b>Location:</b>                       | <b>2507 Burris Drive</b>                                |                      |
|                                        | <b>SW Corner Burris Ridge Drive and N. Mechanic St.</b> |                      |

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**PROPOSAL**

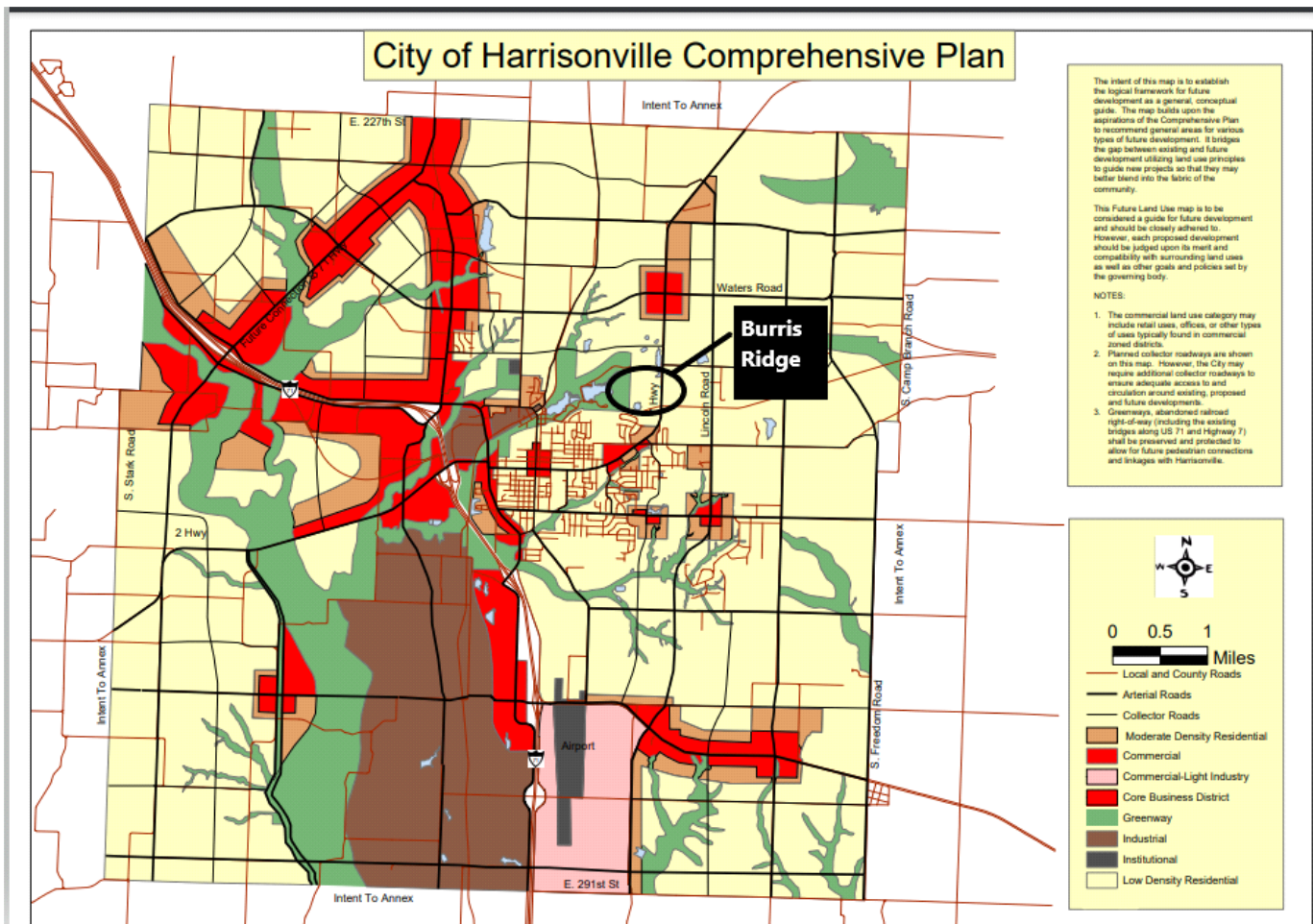
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The city has received from Larry and Donna Pfautsch a replat of 2.2 acres that was rezoned in June from C-O to R-1. See map below. The Pfautsch's are creating 3 lots to be sold for single-family residential homes. The plat is attached, and full-size copies will be available at the

meeting. Final plats do not require a public hearing.



### VICINITY MAP / COMPREHENSIVE PLAN



## STAFF COMMENTS

The applicant has chosen to establish a 50-ft. front yard setback which is in excess of the required minimum 30-ft. front yard setback in the R-1 zoning district. Given that a home on the north side of Burris Drive will be set back approximately 100 feet, The Pfautsch's and their surveyor believe it will look better if the homes are set farther back on the 3 lots. Staff has no objections.

Mr. Pfautsch, in his original application, asked if the 30 ft x 30 ft. easement in the northeast corner of Lot 1 for a subdivision identification sign could be removed. The entrances to Burris Ridge have been poorly maintained. Since submitting the application, Mr. Pfautsch and the owner of the subdivision have decided to develop ideas for a new subdivision identification marker at the entrance to the subdivision. The Planning Commission advised Mr. Pfautsch that the size of the easement could be reduced in the future if a smaller easement suffices.

The applicant asked if a new civil plan of utilities will be required. The Public Works Director said that no separate civil plan is needed as the major utilities are already installed and the

electrical service can be installed. The buyers of the lots may simply turn in plans showing how they will connect to utilities when each submits plans for their homes.

The sanitary sewer manhole and main, and the storm water catch basins located back of curb are already installed in the 10-foot utility easements on the south side of Burris Drive and on the west side of Lot 3 as shown on the plat. The water main is already in the 20-foot utility easement along the east side of Lot 1 and 10-foot utility easement along the on the north side of Burris Drive. Currently, the underground electric lines are not in the south side of Burris Drive for Lots 1, 2 and 3, but can be located in the north and south utility easements.

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#### **PLANNING COMMISSION AND STAFF RECOMMENDATION**

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Approval of motion recommending that the Board of Aldermen approve the final plat subject to review by the City Engineer.

*Update: The City Engineer has reviewed the plat and has no changes or stipulations.*

**STAFF CONTACT:** Roger Kroh, Community Development Planner

#### **H. Action Item (ID # 3959)**

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE TO APPROVE THE FINAL PLAT OF BURRIS DRIVE ESTATES LOTS 1 THRU 3, BEING A REPLAT OF LOT 2, "BURRIS RIDGE 1ST PLAT" AT THE SOUTHWEST CORNER OF BURRIS DRIVE AND MECHANIC STREET (STATE ROUTE 7) IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Attachments:

2021-07-15 Planning & Zoning Commission - Full Minutes-1626 (PDF)

Ordinance & Plat (DOC)



**DRAFT**  
**MINUTES**  
**CITY OF HARRISONVILLE**  
**PLANNING & ZONING COMMISSION**  
**REGULAR MEETING**  
**CITY HALL**  
**JULY 15, 2021**  
**6:00 PM**

**1. Call to Order**

The meeting was called to order at 6:02 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 Larry Pfautsch, Applicant; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.*

**2. Approval of Minutes**

**A. Planning & Zoning Commission - Regular Meeting - May 20, 2021 6:00 PM**

*Dorothy Young asked for Packet Page 7 to be amended. The third paragraph after the Public Hearing was opened should state, Dorothy Young "asked if DNR is prohibiting". With the changes to Packet Page 7, Wilbert Crawford made a motion to approve. Dorothy Young seconded. The amended minutes were unanimously approved.*

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                                      |
| <b>MOVER:</b>    | Wilbert Crawford                                                 |
| <b>SECONDER:</b> | Dorothy Young                                                    |
| <b>AYES:</b>     | Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam |
| <b>ABSENT:</b>   | Virgil Butler                                                    |

**3. Agenda Items**

**A. Burris Drive Estates Final Plat Lots 1-3 Burris Dr and Mechanic St**

Roger Kroh presented his Staff Report for the replat of 2507 Burris Drive. The application received from Larry and Donna Pfautsch would create 3 lots for single-family residential homes. The Public Works Director has said that new civil plans will not be needed as all utilities aside from underground electrical are already there. There is a 30' x 30' landscape entryway easement on the SW corner of Mechanic and Burris that the applicant would like the city to remove and vacate. Staff stated that when Burris Drive Estates was originally platted, Burris was to be a collector road with a 150' access restriction. With the rezoning of lots 1 and 2 from C-1 to R-1, the access restriction is 50 feet from the HWY 7 right-of-way.

Dorothy Young asked if MODOT had any requirements since Mechanic Street is HWY 7. Mr. Kroh stated that MODOT does not have any rules, they are the city's rules.

Mr. Kroh said that in the Staff Report he would obtain comments from the City Engineer, but he had not yet had a chance to do so. Staff recommended approval with approval subject to receiving comments from the City Engineer.

Larry Pfautsch told the Commissioners that the only significant thing on the plat is the 50 foot setback instead of the required 30 foot setback. He said he believes that would look better as the home across the street is being built significantly further back from the build line.

Wilbert Crawford stated that the 30' x 30' easement would be a lot of work and maintenance would probably fall on the person who bought that corner lot. Mr. Pfautsch agreed. He said that there is not an HOA, but he has spoke with the owner of the development and he has been asked to submit a plan and a drawing for the easement.

Dorothy Young asked Mr. Kroh to confirm that the easement is included in the plat. Mr. Kroh said that it is. He said when a plan is pulled together, the easement can be amended or vacated in the future.

Dorothy Young made a motion to recommend approval of the Final Plat of Burris Drive Estates, Lots 1-3, to the Board of Alderman subject to review from the City Engineer. Brian Pulliam seconded the motion. The motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Dorothy Young                                                    |
| <b>SECONDER:</b> | Brian Pulliam                                                    |
| <b>AYES:</b>     | Chiodini, Milner, Bowman, Young, Bush, Welton, Crawford, Pulliam |
| <b>ABSENT:</b>   | Virgil Butler                                                    |

**B. East Elm Estates Rezoning and Replat- WITHDRAWN**

Mr. Kroh said that the application had been withdrawn so the applicant could speak with his engineer.

**4. Discussion Items**

Dorothy Young asked for an update on the Transfer Station on the Board level. Mr. Kroh told the Commission that testing had been reduced and the Board of Alderman had approved the SUP.

Chris Chiodini asked for an update on the Comprehensive Plan. Mr. Kroh told them that the city wide survey had been finalized and should be mailed out in the next few weeks. There will also be a link to take the survey online. There is a 1 week deadline to do the survey, but a certain

percentage of completed surveys have to be reached before the survey portion is closed. He said this could take close to a month.

## 5. Adjourn

With nothing further to come before the Commission, Cheryl Bush made a motion to adjourn. Wilbert Crawford seconded. The meeting was adjourned at 6:25 PM.

Respectfully Submitted,

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Jamie Martin, Recording Secretary

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

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF  
HARRISONVILLE TO APPROVE THE FINAL PLAT OF BURRIS DRIVE ESTATES  
LOTS 1 THRU 3, BEING A REPLAT OF LOT 2, "BURRIS RIDGE 1<sup>ST</sup> PLAT" AT THE  
SOUTHWEST CORNER OF BURRIS DRIVE AND MECHANIC STREET (STATE  
ROUTE 7) IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**

**WHEREAS**, the City of Harrisonville, Missouri (the "City") has received an application from Donna and Larry Pfautsch to approve the Final plat of Burris Drive Estates Lots 1-3, being a Replat of Lot 2, "Burris Ridge 1<sup>st</sup> Plat" at the southwest corner of Burris Drive and Mechanic Street (State Route 7) in the city of Harrisonville, Cass County, Missouri; and

**WHEREAS**, the final plat was considered by the Planning and Zoning Commission on July 15, 2021, and it was unanimously recommended that the Board of Aldermen approve the final plat subject to the addition of any stipulations by the City Engineer; and

**WHEREAS**, the City will retain easements and street right-of-way rights; and

**WHEREAS**, in accordance with the provision of Chapter 89 RSMo, and Chapter 410 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation, find that approval of the final plat is in the best interest of the City of Harrisonville and its residents.

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

**Section 1.** Final Plan Approval. That the Board of Aldermen of Harrisonville, Missouri, hereby approves the Final plat of Burris Drive Estates Lots 1 thru 3 being a Replat of Lot 2, "Burris Ridge 1<sup>st</sup> Plat", at the southwest corner of Burris Drive and Mechanic Street (State Route 7) in the city of Harrisonville, Cass County, Missouri subject to the addition of any stipulations by the city Engineer.

**Section 2:** Legal Description. The plat comprises the following described real estate in the City of Harrisonville, Cass County, Missouri, to-wit:

**LEGAL DESCRIPTION**

LOT 2, BURRIS RIDGE 1ST PLAT, A SUBDIVISION OF LAND IN  
HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDING TO THE  
RECORDED PLAT THEREOF.

**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.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 2<sup>ND</sup> OF AUGUST 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 2<sup>ND</sup> DAY OF AUGUST 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 2<sup>ND</sup> DAY OF AUGUST 2021.

**AYES:**

**NAYS:**

**AWAY:**

**ABSENT:**

**ABSTAIN:**

---

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

ATTEST:

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Daniel Barnett, City Clerk

WITNESS my hand and seal this 2<sup>nd</sup> day of August 2021

Attachment I: Final plat of Burris Drive Estates Lots 1 thru 3

## Packet Pg. 111

