



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
SEPTEMBER 20, 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. Happy Bottoms Diapers Proclamation**
 - B. Public Power Week 2021**
 - C. Proclamation thanking Country Club Bank**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Sep 7, 2021 6:00 PM**
 - B. Board of Aldermen - Work Session - Sep 7, 2021 6:30 PM**
- 5. Agenda Items**
 - A. Approval of Tom Wopat Autograph Session Event Permit**
 - B. Council Bill 79: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A USER AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND EACH USER OF ITS RAILROAD SPUR.**
 - C. Council Bill 80: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 515.100 AND 530.030 OF THE HARRISONVILLE MUNICIPAL CODE**
- 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 16th day of September, 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.



Proclamation

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies report that one in three families struggles with diaper need and 48 percent of families delay changing a diaper to extend the available supply; and

WHEREAS, children go through six to 12 diapers each day during the two-to-three years they wear diapers; and

WHEREAS, during the COVID-19 pandemic, diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86 percent; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school; and

WHEREAS, the people of Harrisonville recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the city's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

THEREFORE, I, Judy Bowman, Mayor of Harrisonville, do hereby proclaim the week of September 27, through October 3, 2021, as **DIAPER NEED**

AWARENESS WEEK in Harrisonville and encourage the citizens of Harrisonville to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Harrisonville's children and families can thrive and reach their full potential.

Judy Bowman, Mayor



PROCLAMATION

PUBLIC POWER WEEK

A PROCLAMATION RECOGNIZING PUBLIC POWER WEEK, OCTOBER 3-9: A WEEK-LONG CELEBRATION OF THE HARRISONVILLE ELECTRIC DEPARTMENT'S YEAR-ROUND SERVICE TO HARRISONVILLE, MO.

WHEREAS, the citizens of Harrisonville, place high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies;

WHEREAS, the Harrisonville Electric Department provides homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, the Harrisonville Electric Department is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

WHEREAS, the Harrisonville Electric Department is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED: that the week of October 3-9, be designated Public Power Week to recognize the Harrisonville Electric Department for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which put our residents, businesses, and the community before profits.



Judy Bowman, Mayor

Attachment: Public Power Week 2021 (Public Power Week 2021)



PROCLAMATION

Appreciating the Generosity of Country Club Bank

WHEREAS, Country Club Bank has since 1996 been an active member of the Harrisonville community, serving its residents and businesses in numerous ways; and

WHEREAS, Country Club Bank's mission for the past 60 years has been to diligently serve the Kansas City area, including Harrisonville: and

WHEREAS, Country Club Bank has been dedicated to meeting the financial needs of its Harrisonville clients and the community as a whole; and

WHEREAS, on August 16, 2021, Country Club Bank generously donated a parcel of land to the City, located at 1703 N State Route 291 to the City; and

WHEREAS, this land will be used for future expansion of the Electrical Department, as the community continues to grow in geography and numbers of customers; and

WHEREAS, the City of Harrisonville wishes to honor this great establishment for its dedication to the citizens of Harrisonville and the surrounding community.

NOW, THEREFORE, on behalf of the residents and businesses of the City of Harrisonville, and the Board of Aldermen, I, Mayor Judy Bowman wish to express our sincere appreciation to Country Club Bank for their generous donation and partnership to meet the utility and infrastructure demands of the community as it grows and prospers in the future.

Judy Bowman, Mayor

Attachment: Country Club Bank land donation 2021 (Proclamation thanking Country Club Bank)



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

1. Call to Order

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

A. Pledge of Allegiance

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

Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, City Attorney Steve Mauer (remote), Public Works Director/City Engineer Carl Brooks, Electric Department Superintendent Andy Pollard, Police Chief John Hofer, Fire Chief Eric Myler, City Planner Roger Kroh, and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Wildcat Homecoming 2021 Proclamation

Mayor Bowman asked to move the item down the agenda, to make time for all participants to arrive. The members of the Board agreed.

Once all participants had arrived, Bowman said she was excited to be able to partner with the entire Harrisonville School District in this wonderful tradition. Bowman said she was proud of the work that the schools do in our community and excited to see all of the school and hometown spirit that surrounds the Homecoming festivities.

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

Bowman read the proclamation and presented it to HHS Student Council members Sophia Sparks, Riley Minsky and Sophie Frazier, and Student Council Advisor Jeannie Wearing.

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Aug 16, 2021 6:00 PM

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

B. Board of Aldermen - Work Session - Aug 16, 2021 6:30 PM

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

5. Agenda Items

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF KEVIN WOOD TO THE PLANNING AND ZONING COMMISSION.

Mayor Bowman introduced Mr. Kevin Wood and spoke to his lengthy history with the City.

Bowman stated that the appointment was in response to the resignation of Virgil Butler from the Planning & Zoning Commission.

Mayor Bowman welcomed Mr. Wood to the Planning and Zoning Commission.

Upon passage, Mayor Bowman designated the resolution to be Resolution number: 2021-038.

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

B. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING A NEW MUNICIPAL DIVISION BANK ACCOUNT FOR THE RECEIPTS AND DISBURSEMENTS OF SHOW-ME COURTS PROGRAM BY THE HARRISONVILLE MUNICIPAL COURT.

Staff report presented by Director of Administrative Services Smith.

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

Smith spoke to the requirements for the statewide Show-Me Courts Program and said the new bank account will be required to participate in the program.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3563.

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

C. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 410.530, 700.770, and 700.780 OF THE HARRISONVILLE MUNICIPAL CODE TO REFERENCE THE HARRISONVILLE ELECTRIC SERVICE POLICY.

Staff report presented by Electric Department Superintendent Pollard.

Pollard spoke to the need for an updated Electric Service Policy. Pollard said the previous policy was established in 2001 and spoke to City staff's efforts to make the policy easier to access by contractors and residents.

Mayor Bowman asked if the policy will be posted on the City website.

Pollard said it would.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3564.

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

D. AN ORDINANCE TO APPROVE THE MINOR PLAT OF "JUNIOR'S ADDITION", BEING A REPLAT OF LOTS 5, 6, 7, AND 8, BLOCK 17, "CUMMIN'S & SIM'S ADDITION", BETWEEN ELM STREET AND PINE STREET AND WEST OF NORTH KING AVENUE IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Staff report presented by City Planner Kroh.

Kroh spoke to the history of the property.

Kroh said the applicant plans to plat the property into four single-family lots.

Kroh said two lots will face Elm Street. Kroh said there is no gravity sewer in front of those lots. Kroh said the Public Works Department said they would approve of using low-pressure grinder-pump sewers at that location.

Kroh said that for the two properties facing Pine Street, the sewer main that is currently there might be too shallow for the sewers. Kroh said if this is the case, the applicant will need to also use low-pressure grinder-pump sewers.

Kroh said staff and the Planning and Zoning Commission recommend approval.

Alderman Mills asked if the alley pictured in the packet has been vacated.

Kroh said the alley has been vacated but the street in the image has not been vacated.

Mills asked if the low-pressure grinder pumps will go all the way to the City sewer main.

Kroh said they would.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3565.

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

E. Public Hearing - Jemor Farms-Farrand Trust Rezoning, Anaconda Rd

Staff report presented by City Planner Kroh.

Kroh spoke to the history of the property and the property owner's intentions for it.

Kroh said the reason for the request to rezone the property is that residences are not permitted uses in an industrial zone.

Kroh said if the property was in the middle of the industrial zone, staff would not recommend a rezoning. But, Kroh said since the property is on the west side of the industrial zone and connected to another parcel of land zoned for agricultural use, staff and the Planning and Zoning Commission recommend approval.

Alderman Zaring asked if the property would still be within the City.

Kroh said it would.

Alderman Davidson asked what the property to the east of the property in question is.

Kroh said an electrical contractor's shop sits on that property.

Mayor Bowman opened the Public Hearing at: 6:26 p.m.

Mayor Bowman closed the Public Hearing at: 6:26 p.m.

RESULT:	PRESENTED
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F. AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING AN APPLICATION TO REZONE 14.75 ACRES FROM M-1 LIGHT INDUSTRIAL ZONING DISTRICT TO AG AGRICULTURE ZONING DISTRICT WHICH CONSISTS OF .75 ACRES AT 2608 ANACONDA ROAD AND 14 ACRES ABUTTING IT TO THE NORTH AND EAST, AND ESTABLISHING AN EFFECTIVE DATE THEREOF.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3566.

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

G. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING CHAPTER 680 OF THE HARRISONVILLE MUNICIPAL CODE TO ENUMERATE RULES AND REGULATIONS FOR THE USE OF THE LAWRENCE SMITH MEMORIAL AIRPORT

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

Staff report presented by City Administrator Ratliff.

Ratliff spoke to the history of the ordinance and the need for a set of rules and regulations for the Lawrence Smith Memorial Airport.

Ratliff said every three years, the Missouri Department of Transportation conducts inspections of the airport, including one about one month ago. Ratliff said that in reviewing past inspections, staff had noticed that the same complaints or deficiencies were being noted during each inspection report.

Ratliff said the City does not currently have an ordinance in place to enforce any rules or regulations for the airport. Ratliff said this ordinance will change that and provide a tool for City staff to use in the upkeep and regulation of the airport.

Ratliff said he appreciates Mayor Bowman, Alderman Doerhoff, Alderman Mills and Airport Manager Mike Newman for their efforts to create the rules and regulations for the Lawrence Smith Memorial Airport.

Ratliff explained several definitions for items within the policy to the Board.

Ratliff said staff recommend approval.

Mayor Bowman thanked Alderman Doerhoff and Alderman Mills for their efforts in creating the rules and regulations.

Alderman Zaring asked if there had been a large number of complaints made about the airport.

Bowman said the issues were brought to the City's attention by the inspections done by MoDOT and the FAA - Federal Aviation Administration, with many of the issues not being resolved, and because there was nothing in place to enforce the correction of those issues, nothing was being done.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3567.

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

6. Aldermen and Committee Reports

Alderman Davidson invited Police Chief Hofer to speak to the Board about recognition the City received at a recent conference he attended.

Hofer said he and George Frees attended the International Association of Chiefs of Police - Drug Alcohol and Impaired Driver Conference in Orlando, FL, and presented discussions about traffic safety initiatives, such as the Harrisonville High School TRACTION Program and the Harrisonville CARES Coalition.

Hofer said it was a great opportunity for the City and that he was honored to be able to present.

Hofer said he and Frees also hosted a virtual presentation at the Police Chiefs Association in New Orleans, LA.

Davidson said the conference was an important opportunity for the City to show the country and the world the work being done in Harrisonville to make new strides in community and traffic safety.

Davidson thanked Chief Hofer for his work to keep the Harrisonville community safe.

Alderman Mills said he appreciated the Streets Department's work to chip and seal Brush College Road. Mills said he thought it looked good.

Mills said he was excited to see a wide variety of development and revitalization going on throughout Harrisonville. Mills said he was happy to see the work being done on Mechanic Street.

Alderwoman Milner thanked Streets Superintendent Jacobs for extra stop signs at the four-way stop at Independence and Washington Streets.

Alderwoman Franklin reminded the Board that this Saturday will be the final Junk in the Trunk event of the season. Franklin also spoke about the upcoming Pawpalooza event on September 18.

Alderman Zaring thanked several members and departments of City Staff and said it is great to see such vital improvements being done throughout town.

Zaring thanked City Administrator Ratliff for assisting him with resolving a couple of complaints in his ward.

7. Report from the City Administrator

City Administrator Ratliff spoke about several upcoming events for the Harrisonville community.

Ratliff spoke to the Board about the water loss percentages for the Water Treatment Plant and Wastewater Treatment Plant and how they compare to others in the industry.

Ratliff informed the Board that the Engineer's estimates for the dam and spillway projects at the lakes in City Park came in under the proposed budget.

Ratliff told the Board that the Missouri Department of Transportation has recommended that the City pause the final design for the reconstruction of the south hangar taxi lanes project at Lawrence Smith Memorial Airport and focus on the design of the runway 17 35 project. Ratliff said once the runway project is completed, MoDOT would recommend returning to the taxi lane project.

Ratliff welcomed Police Cadets Dudgeon and Bokern to the Harrisonville Police Department and to the City.

Ratliff informed the Board City staff continue to compile data for GEMT Medicaid reimbursement. Ratliff said this newer program will help cities retrieve the lost moneys that they should be receiving from Medicaid reimbursements.

Ratliff informed the Board that Scotts Miracle Grow has donated all of the topsoil for the upgrades at Marler-Wirt-Allen Park. Ratliff also said staff have been notified by Select Grounds Services that they will be donation the irrigation system with a free installation at the park. Ratliff said the value of the equipment needed for that project is valued at \$3,900. Ratliff said the fountain at the park will be rebuilt by City staff, with a potential partnership from a resident with a connection to the current fountain.

Ratliff informed the Board that the Municipal Waste Services carts that were left behind are now being collected by GFL at a cost of \$25 per cart.

Ratliff informed the Board that the City has begun to receive initial reports from the US Census Bureau regarding the 2020 Census. Ratliff said the Harrisonville population grew to 10,121.

Ratliff told the Board that staff have completed their research regarding the recent access and use issues at Lake Harrisonville. Ratliff said the City Attorney is now reviewing their findings.

Ratliff spoke to increases in permits, inspections, code cases and construction valuation for 2021.

Ratliff thanked City Planner Kroh and the Board of Zoning Adjustment for their work on the sign requirements at the establishment located at 1408 MO-291 Highway. City Planner Kroh also thanked Building Official Arthur and Code Enforcement Officer Phelps for their efforts on the project.

A. Municipal Court Report August 2021

8. Adjourn from Regular Session

Mayor Bowman reminded the Board of the upcoming Town Hall Meeting on September 18, with guest speakers from Cass Regional Medical Center to speak on the current situation regarding the COVID-19 pandemic in Cass County. Bowman also said the Cass County Health Department will be in attendance at the meeting to administer the COVID-19 vaccine to those who want it.

Bowman encouraged everyone to attend the Pawpalooza event in City Park on September 18.

A motion was made by Alderman Davidson to adjourn, with a second by Alderman Turner. Motion carried with all ayes. Meeting adjourned at 7:03 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

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



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

1. Call to Order

The meeting was called to order at 7:10 PM by Mayor Judy Bowman.

2. Present

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

Others present: City 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, Parks Director Grant Purkey, City Planner Kroh, Building Official Chris Arthur, Water Department Superintendent Robert Edwards, Water Department staff members - Matt Carver, John Thomas, Levi East, Curtis Summit and Kenny Hall and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Right of Way Permit Discussion

Building Official Arthur spoke to changes in municipal code language that City staff would like to like to see made regarding the fees surrounding right-of-way permits.

Arthur explained the current fee structure for right-of-way permits.

Arthur said the City's goal should be to recover 33-percent of the cost when issuing right-of-way permits.

Arthur said City staff would like to add items suggested by City Attorney Mauer in regards to current debate surrounding sovereign immunity.

Arthur spoke to potential changes in the Comprehensive Fee Schedule, if changes were made to the right-of-way fees.

Arthur said staff would like to see a two-year cycle for bonding, instead of the current one-year cycle.

Mayor Bowman said she was glad to see that this was getting done.

Alderman Mills asked if the City had any way or authority to manage any part of a Missouri Department of Transportation right-of-way.

Arthur said the City does not and stated that communication with MoDOT is the City's only avenue to express concerns or pass along citizen concerns when it comes to MoDOT rights-of-way within the City.

Arthur said he will present the proposed changes at the September 20, 2021 Board of Aldermen meeting.

RESULT:	DISCUSSION
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B. CWSS SWOT Analysis

Public Works Director/City Engineer Carl Brooks began his presentation by introducing the members of the Combined Water and Sanitary Sewer Department staff.

Brooks thanked the Board for the opportunity to speak about his department.

Brooks presented the Mission Statement for the CWSS Department: Our mission is to deliver clean, safe drinking water to your home or business and to remove wastewater through proper and efficient maintenance of the sanitary sewer collection system.

Brooks presented the SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) for the CWSS Department.

Brooks presented the strengths of the CCWS Department, including: A capable staff, Existing infrastructure, Water production, Low water loss percentage, Distribution, Lake Harrisonville and The ability to meet fire protection needs.

Brooks presented the weaknesses of the CCWS Department, including: Not enough man power, Communication between staff, Current wastewater distribution system - due to deteriorating clay pipes, Finding finances to upgrade or replace water and sewer mains and Limited funds.

Brooks presented the opportunities of the CCWS Department, including: On the job training and valuable work experience, The possibility for certification and continuing education credits, Mentoring and networking opportunities, A foundation mitigation program and Furthering the public good.

Brooks presented the threats of the CCWS Department, including: Interactions with unhappy customers, Too much paperwork limits field work, Unfunded Capital Improvement Projects, Physical injury, Liability, Collapse of ditches, Unpredictable equipment failure and maintenance, Manhole and lift station sanitary sewer overflows, Infiltration and Inflow, Water main breaks and Inclement weather.

Mayor Bowman thanked the CCWS Department for their efforts and for doing a job that many people take for granted.

RESULT:	DISCUSSION
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C. Railroad Spur - User/Lease Agreement

Community and Economic Development Director Clarke spoke about the ongoing discussions surrounding the City-owned railroad spur near Universal Forest Products

Industries and provided the Board with a draft of a Rail Spur User Agreement, written by City Staff and the City Attorney.

Clarke outlined the major points of the proposed agreement.

Clarke said the Missouri Northern Arkansas railroad company will be sending Universal Forest Products (UFP) an industrial track agreement that outlines track ownership, liability and maintenance. Clarke said the agreement will state the following:

- The MNA owns and maintains the track that is in the railroad's right of way.*
- The switch maintenance fee will be assessed from MNA to UFP.*
- The City will own the track from the end of the railroad's ROW to UFP's sidewalk.*
- The City will not have any liability or maintenance costs.*
- UFP owns from the sidewalk to the end of their track. UFP will maintain everything from MNA's ROW to the end of their track.*
- The City will have a separate user agreement with UFP that outlines the terms; one of those being that UFP will pay for any maintenance needed on the portion of the rail spur owned by the City.*

Clarke said the City will charge per linear track foot per year. For instance, \$15/foot/year is close to the going rate. If the track is 1,000' our charge would be \$15,000 per year.

Clarke outlined the major points of the proposed agreement, including responsibility, ownership, cost and rights of both the City and the user.

Clarke said the Board of Aldermen will need to determine when they want to receive the annual payment from the users of the rail spur.

Mayor Bowman thanked Clarke for his work on the project and his efforts to remove the burdens currently held by Harrisonville citizens.

Bowman asked what would happen if UFP did not renew the lease or does not pay the fee.

City Administrator Ratliff said staff would be instructed to block the track.

Clarke concurred Ratliff's statement.

Alderman Davidson asked about the insurance coverage for surrounding properties in the event of a derailment.

Clarke said he would research that information.

Ratliff said incidents like that should be covered under the umbrella of the City's insurance policy.

Alderman Mills asked Clarke to speak with the City's attorney about the potential for subleasing the track, under the new agreement.

RESULT:	DISCUSSION
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D. Economic Development Strategic Plan

Community and Economic Development Director Clarke opened his presentation by speaking to his goal for the presentation, with hopes of a change of mindset towards the City's economic development strategy.

Clarke said the City needs to first define "Economic Development", as a community.

Clarke asked the Board not to focus solely on "Incentives" or "Marketing".

Clarke asked the Board to design and formulate the City's Economic Development Strategic Plan absent incentives in the discussion.

Clarke said incentives and marketing are not "Economic Development Strategy".

Clarke said economic development strategy and resources should be focused on and pursue "Quality" jobs, that enhance the "Wealth & Prosperity" of the citizens.

Clarke spoke to the various types of development and outlined some of those differences.

Clarke spoke to the problems commonly seen during the strategic planning process.

Clarke spoke to what the City could find most beneficial, impactful or achievable, when it comes to economic development.

Clarke spoke about the specifics surrounding Advanced Drainage Systems building in Harrisonville and the reasons they chose Harrisonville.

Clarke spoke to where the City's economic development strategy should be focused.

Clarke said the incentives the City should be looking for when it considers economic development should be based upon the Site, Workforce and Utilities Capacity.

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

The meeting was adjourned at 9:01 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

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



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 14, 2021
SUBJECT: KC Road Lawyers Event Permit

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: KC Road Lawyers (Chris Benjamin)

Requested Actions: Closure of Independence Street from Pearl Street to Wall Street for and autograph signing sessions with Tom Wopat.

Date of Application: September 13, 2021

PROPOSAL

The applicant is requesting the closure of Independence Street from Pearl Street to Wall Street on September 25, 2021 from 10 am to 12 pm for an autograph signing sessions with Tom Wopat. Mr. Wopat played Luke Duke in the popular TV Series the Dukes of Hazzard.

PREVIOUS ACTIONS

Many similar type events have occurred on the square without incident or concern.

KEY ISSUES

The east side of the square, Lexington Street will be closed due to the Farmer's Market during this same time period.

STAFF COMMENTS AND SUGGESTIONS

Staff has no concerns with this event as there have been many similar type events on the square without incident. The applicant anticipates a crowd size between 50 and 100 for the event and will provide the required insurance to the city clerk once approved.

STAFF RECOMMENDATION

Staff is recommending approval for this event as long as all state laws and city ordinances are followed.

ATTACHMENTS

Special event application

STAFF CONTACT:

John J. Hofer

jhofer@harrisonville.com

A. Action Item (ID # 4023)

Approval of Tom Wopat Autograph Session Event Permit

Attachments:

KC Road Lawyers Event Permit 2021 (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: KC Road Lawyers LLC
2. Name of Applicant: Chris Benjamin
 Address: Po Box 261, Harrisonville, MO 6470
 Phone: 816-425-2420 Cell: 816-738-5725
3. Purpose of Event: Tom Wopat autograph signing
4. Proposed date(s) and time(s) of Event: Saturday, September 25
10 AM to 12 PM
5. Location(s) where event will be held: Independence Street,
in front of Chamber 10 and KC Road Lawyers-
Harrisonville 10.
6. Anticipated crowd size: 50-100
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: We are requesting Independence
to be closed from Pearl St. to Wall street
from 9:30 AM to 12 PM, Saturday,
September 25.

APPROVED this _____ day of _____, 20 _____.

Chief of Police

City Clerk

Attachment: KC Road Lawyers Event Permit 2021 (KC Road Lawyers Event Permit)



TO: Board of Aldermen
FROM: Jim Clarke,
DATE: September 15, 2021
SUBJECT: Railroad Spur User & Lease Agreement

Type of Item: *Approval*

B. Action Item (ID # 4024)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A USER AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND EACH USER OF ITS RAILROAD SPUR.

Attachments:

Staff Report - Rail Spur - User-Lease Agmt. - UFP - 9-20-21 (DOC)

Rail Spur - User-Lease Agreement - for BOA Approval (Not Reveiwed by UFP yet) - 9-20-21 - Highlighted (DOC)

Rail Spur User Agreement 2021 (DOCX)

To: Board of Aldermen
From: Jim Clarke – Community/Economic Development Director
Date: September 20, 2021
Re: Railroad Spur User/Lease Agreement

GENERAL INFORMATION

Applicant: Jim Clarke
Requested Actions: Approval
Date of Application: September 20, 2021

PROPOSAL

To approve a User/Lease Agreement with UFP Industries, Inc. (fka Universal Forest Products) for the use of the City owned railroad spur. Once approved, staff will present the User/Lease Agreement to UFP Industries, Inc., for their review, edits and ultimate execution.

PREVIOUS ACTIONS

Board of Aldermen passed Amended Ordinance, August 16, 2021, regarding City owned railroad spur, transferring the cost of maintenance and repairs from the City, to the railroad spur user/s. Ordinance provides authority of the City Administrator to restrict use of the City railroad spur, if needed.

KEY ISSUES

The City (taxpayers) have been covering the costs of maintenance and repairs of the City owned railroad spur since the railroad spur was installed, in 1992-1994. The City does not use the railroad spur, nor do the citizens (taxpayers). The railroad spur users should bear the costs of maintenance and repairs, as they cause the wear and deterioration of the railroad spur. The railroad spur was installed for the specific benefit and use of UFP Industries, Inc. (formerly Universal Forest Products).

Staff has been working with and coordinating efforts with Missouri Northern Arkansas (MNA) railroad company and Genesee & Wyoming railroad company, on addressing various matters associated with the City owned railroad spur.

Missouri Northern Arkansas (MNA) typically executes an Industrial Track Agreement (ITA) with railroad track owner/s, but has agreed to execute this Industrial Track Agreement (ITA) directly with the user, UFP Industries, Inc., rather than with the City (railroad spur owner). Missouri Northern Arkansas (MNA) also typically charges a \$2,500 Annual Switch Maintenance Fee (with 3% annual Fee

increase) to the track owner, to cover cost of maintaining the Switch that directs rail cars from the main track trunk line to the railroad spur. Missouri Northern Arkansas (MNA) has agreed to directly charge this Annual Switch Maintenance Fee to the user, UFP Industries, Inc., rather than the track owner (City).

The Industrial Track Agreement (ITA) between Missouri Northern Arkansas (MNA) and UFP Industries, Inc., will include language stating the maintenance and repair costs of the City railroad spur will be the responsibility of UFP Industries, Inc..

NOTE: While Missouri Northern Arkansas (MNA) has agreed to enter an Industrial Track Agreement (ITA) directly with UFP Industries, Inc., the Industrial Track Agreement (ITA) language will state the responsibility of maintenance and repairs, including cost coverage, of the City railroad spur, will be that of the user, UFP Industries, Inc.. Yet, neither Missouri Northern Arkansas (MNA) or UFP Industries, Inc., own the railroad spur.

Alderman Davidson inquired at last Board of Aldermen meeting, if insurance would cover surrounding property damage, if railroad cars derailed from City railroad spur? Below is email correspondence between City staff and City attorney on this matter.

Staff: Will surrounding properties, if damaged if train cars derailed, be covered by Insurance? (I think the User/Lease Agreement does address this matter – I highlighted the language at bottom of Page 4)

City Attorney: As for insurance surrounding properties, the insurance language is broad enough to cover any such damage assuming it does not exceed the policy limits.

Aldermen Mills inquired, at last Board of Aldermen meeting, if the User/Lease Agreement allowed the user to sublease the City railroad spur? Staff scrutinized the entire Draft User/Lease Agreement and did not locate any language specifically prohibiting a user from subleasing the City railroad spur. Staff requested the City attorney to ensure appropriate language was included in the User/Lease Agreement to prohibit a user from subleasing the City railroad spur. Such language was added in Section 1. Railroad Spur (Track) Lease and is highlighted in the attached document for the Board's review.

STAFF COMMENTS AND SUGGESTIONS

Staff has worked closely with Missouri Northern Arkansas (MNA) (Short Line railroad company) staff and Genesee & Wyoming Railroad real estate staff on the mentioned documents and the responsibilities of each party (Short Line operator, railroad spur owner and the railroad spur and track trunk line user). Staff is also coordinating efforts with Missouri Northern Arkansas (MNA) on causing the Industrial Track Agreement and the Lease/User Agreement documents to coincide and to be active, to renew and to terminate simultaneously.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen approve the User/Lease Agreement, for staff to provide to the railroad spur user (customer), UFP Industries, Inc., for their review and edits and ultimate execution between the City and UFP Industries, Inc..

User/Lease Agreement – (UFP Industries, Inc. has not viewed, or reviewed, this User/Lease Agreement yet and will likely have changes – but staff needs an approved User/Lease Agreement by the Board of Aldermen to present to UFP Industries, Inc. for consideration and execution)

STAFF CONTACT:

Jim Clarke
Community/Economic Development Director



**City-owned Railroad Spur
User Agreement
Lease of Track
Non-Hazardous Materials**

This User/Lease Agreement, made as of the ____ day of _____, between the City of Harrisonville, Missouri, a Missouri Municipality (hereinafter called “City”), whose address is 300 E. Pearl St. and UFP Industries, Inc. (UFP Harrisonville, LLC) (hereinafter called “Customer”), whose address is 2600 Precision Drive, Harrisonville, Missouri (City-owned Railroad Spur user facility),

(the “Lease”).

The City and Customer, for the consideration hereinafter expressed, covenant and agree as follows:

1. Railroad Spur (Track) Lease: The City of Harrisonville, Missouri, leases to Customer, subject to the rights hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, enough track length to cover approximately 27 rail cars (approximately 1,755 feet based on typical car length of 65 feet), situated at or near property located in Harrisonville, County of Cass, State of Missouri (the “Spur”), as shown in Exhibit B. **Nothing in this Lease shall be construed to allow Customer to sublease the Railroad Spur or to transfer or assign this Lease. Customer is prohibited from subleasing the Railroad Spur and from transferring or assigning this Lease, unless Customer obtains prior written consent from the City.**

2. Use of Railroad Spur (Track): (a) Customer shall use the Railroad Spur (Track) for no purpose other than the delivery of raw materials or work-in-progress products, or storage and inspection of rail cars owned or used by or consigned to Customer (the “Rail Cars”), pending placement of the Rail Cars onto tracks of Customer or other outbound movement.

(b) The commodities to be stored on the Track shall be limited to wood and construction related products for UFP Industries, Inc.’s core business. Under no circumstances shall Customer store hazardous commodities on the Track. City may, but shall not be required to, permit use of the Track by Customer for non-hazardous commodities other than those described herein, and any such use shall fall under the Standard Terms and Conditions (hereinafter defined) of this Lease. Such additional permission shall be provided by the City in writing, and may be revoked by City, at any time, at its sole discretion.

Term: The term of this Agreement begins on the Effective Date _____ and will coincide with the Industrial Track Agreement. As long as both User/Lease Agreement and Industrial Track Agreement are in effect, the term automatically extends for a one (1) year term unless either party provides notice to the other party of its desire not to renew no later than thirty (30) days before expiration of the then current term. Both agreements will cancel if notice is given by either party.



3. Payment: (a) As rental for use of the Track under this Lease, Customer shall pay Twenty Six Thousand Five Hundred Ninety Five Dollars and 00/100 (\$26,595.00) annually to the City, for the use of the track. (Annual Lease Fee amount calculated at \$15/foot of track used for 1,773 linear feet of track, from Center Line.)

(b) During the term of this Lease, all tax, insurance, license, repair, replacement, betterment, transportation, loading, unloading, operation and maintenance expenses and costs associated with Customer's Rail Cars, or the operation and maintenance thereof, shall be the exclusive responsibility of Customer.

(c) During the term of this Lease, all repair, replacement and maintenance expenses and costs associated with the City's railroad spur, currently used by the Customer, shall be the exclusive responsibility of Customer.

4. Standard Terms and Conditions: The City's standard terms and conditions to this Lease ("Standard Terms and Conditions") are annexed hereto as Exhibit A and are incorporated into this Lease. The Standard Terms and Conditions apply to the City owned Track (railroad spur) leased under this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

TRACK OWNER:

CUSTOMER:

CITY OF HARRISONVILLE, MISSOURI

UFP INDUSTRIES, INC.

By: _____

Name: **Judy Bowman**

Its: **Mayor**

Date:

By: _____

Name: **Steven Maynard**

Its: **Rail Transportation Manager**

Date:



EXHIBIT A

STANDARD TERMS AND CONDITIONS TO LEASE OF TRACK SPACE FOR TRANSPORT OF RAW MATERIALS AND COMMODITIES OR STORAGE OF CARS

The following Standard Terms and Conditions are incorporated by reference to the Lease of Track Space for Transport of Raw Materials and Commodities or Storage of Cars (the “Lease”), dated _____, by and between City of Harrisonville, Missouri (“City”) and UFP Industries, Inc. (“Customer”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

1. Customer shall not at any time own or claim any right, title, or interest in or to the Track or the land thereunder or adjacent thereto, nor shall the exercise by Customer of rights under the Lease for any length of time give rise to any right, title, or interest on the part of Customer in or to the Track or the land thereunder other than the leasehold created herein.
2. City retains the following rights to use the Track: (a) to add other users to the Track; (b) use the Track for its own purposes; (c) and any other rights attendant to ownership of the Track, and any other rights the City deems necessary in the future.
3. With respect to the Track and any Rail Cars while they are being stored on the Track:

(A) CUSTOMER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY OF HARRISONVILLE, HARRISONVILLE ELECTED OFFICIALS AND ALL CITY EMPLOYEES (HEREINAFTER COLLECTIVELY THE “INDEMNITEES”), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS’ FEES, COURT COSTS AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON (INCLUDING, WITHOUT LIMITATION, EMPLOYEES OF UFP INDUSTRIES, INC.) OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE PRESENCE OF THE RAIL CARS ON THE TRACKS AND/OR THE CONTENTS THEREOF AND/OR THE PRESENCE UPON OR USE OF THE TRACKS BY AND/OR ANY OTHER ACTIVITIES OF CUSTOMER, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS LEASE EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OF THE INDEMNITEES, IN WHICH CASE THE INDEMNITEES WILL BE RESPONSIBLE THEREFOR SOLELY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OF THE INDEMNITEES. CUSTOMER’S INDEMNITY OBLIGATIONS IN THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFIT AVAILABLE UNDER WORKERS’ OR WORKMEN’S COMPENSATION ACTS, DISABILITY ACTS OR ANY OTHER EMPLOYEE BENEFITS ACT. THE CITY SHALL HAVE NO DUTY TO PAY DAMAGES UNLESS THE DEFENSES OF SOVEREIGN IMMUNITY AND GOVERNMENTAL IMMUNITY ARE INAPPLICABLE. NOTHING IN THIS SECTION SHALL



REFLECT AN INTENT BY THE CITY TO WAIVE ANY DEFENSES OF SOVEREIGN AND GOVERNMENTAL IMMUNITY.

(B) IN THE EVENT OF ANY LEAKAGE, SPILLAGE OR RELEASE FROM ANY RAIL CAR ON THE TRACK, CUSTOMER SHALL PROMPTLY AND FULLY REIMBURSE, DEFEND AND INDEMNIFY THE INDEMNITEES FOR ANY COST, CHARGE, FINE, PENALTY OR REASONABLE ATTORNEY'S FEES INCURRED BY THE INDEMNITEES AS A RESULT OF SUCH LEAKAGE, SPILLAGE OR RELEASE, INCLUDING COSTS TO CLEAN, NEUTRALIZE, REMOVE OR REMEDY THE RELEASE, UNLESS SUCH LEAKAGE, SPILLAGE OR RELEASE RESULTS FROM THE GROSS NEGLIGENCE OF THE INDEMNITEES, IN WHICH CASE THE INDEMNITEES WILL BE RESPONSIBLE THEREFOR SOLELY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OF THE INDEMNITEES.

(C) CUSTOMER SHALL ASSUME THE RISK OF LOSS AND/OR DAMAGE TO ANY RAIL CAR AND THE CONTENTS THEREOF ON THE PREMISES OR TRACK AND SHALL NOT ASSERT ANY CLAIM AGAINST THE INDEMNITEES FOR SUCH LOSS OR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER.

(D) IN NO EVENT UNDER THIS LEASE WILL THE INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE INDEMNITIES PROVIDED IN THIS LEASE ARE SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE, EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE INDEMNITEES AND THERE IS NO NEGLIGENCE OR FAULT ON THE PART OF CUSTOMER. THE INDEMNITIES PROVIDED IN THIS LEASE SHALL ALSO COVER ANY AND ALL FAILURE OF CUSTOMER TO TAKE ANY ACTION OR TO COMPLY WITH ANY REQUIREMENTS AS PROVIDED IN THIS LEASE. THE TERM "INDEMNITEES" AS USED IN THIS SECTION 3 SHALL INCLUDE ANY OTHER COMPANY, INCLUDING THE CITY, THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACK, OR THE TRACK CROSSING OR ADJACENT TO THE TRACK, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

(a) Customer shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until all Rail Cars are removed from the Track, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury, and Property Damage, as well as Contractual Liability in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate, and with a deductible no greater than the amount of insurance coverage per occurrence. Such insurance shall contain no exclusion with respect to Rail Cars in the care, custody, or control of UFP Industries, Inc.. Such policies shall be endorsed to provide Waiver of Subrogation in favor of the Indemnitees and the Indemnitees shall be named as Additional Insureds. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(b) Customer shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until all Rail Cars are removed from the Track, Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than



\$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Indemnitees.

- (c) Customer shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until all Rail Cars are removed from the Track, Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the Indemnitees and name the Indemnitees as Additional Insureds.
- (d) All insurance shall be placed with insurance companies licensed to do business in the state in which the Track is located, with a current Best's Insurance Guide Rating of A- and Class VIII, or better. All coverages shall be primary and non-contributory to any insurance coverages maintained by the Indemnitees. Customer shall provide with, and thereafter maintain in effect, a current Certificate of Insurance, prior to commencement of this Lease, evidencing such insurance, and such certificate of insurance must be endorsed to provide for coverage of incidents occurring within fifty (50) feet of City owned track, and any provision in the insurance policy to the contrary must be specifically deleted. Each policy shall provide that it shall not be cancelled or materially changed unless at least thirty (30) days prior written notice of cancellation or change shall have been mailed by the insurance company to the City of Harrisonville, Missouri, at the address designated herein.
- (f) The furnishing of insurance required by this Section 4 shall in no way limit or diminish the liability or responsibility of Customer as provided under any section of this Lease.
- (g) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
 - (1) The retroactive date shall be prior to the commencement date of this Lease and shall not be advanced during the term of this Lease,
 - (2) Customer shall maintain such policies on a continuous basis, and
 - (3) If there is a change in insurer or policies are canceled or not renewed, Customer shall purchase an extended reporting period of not less than three (3) years after the termination of this Lease.
 - (4) Customer shall arrange for adequate time for reporting of any loss under this Lease.
- (h) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Lease, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Lease was in effect and the insurance was in force.
- (i) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Customer's sole risk.



4. (a) Customer, in its use of the Track, shall not create or permit any condition on the Track that could present a threat to human health or to the environment. Customer shall, at all times, be in full compliance with all Environmental Laws, present or future, set by any Authority, including but not limited to, Environmental Laws concerning air quality, water quality (surface or underground), noise, hazardous substances and hazardous waste(s). If any condition on the Track could present a threat to human health or to the environment, Customer shall timely notify the City, in writing, of the condition and the Customer's plan to remediate the condition expeditiously.

(b) Should any discharge, leakage, spillage, emission or pollution of any type occur or arise from the Track as a result of Customer's presence, use, operations or exercise of the rights granted hereunder, Customer shall immediately notify and shall, at Customer's expense, be obligated to clean all property affected thereby, whether owned or controlled by the City of Harrisonville, Missouri, or any third persons, to the satisfaction of (insofar as the property owned or controlled by is concerned) and any governmental body having jurisdiction in the matter. The City of Harrisonville, Missouri, may, at its option, clean the property; if it elects to do so, Customer shall pay the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

(c) CUSTOMER AGREES TO RELEASE, INDEMNIFY AND DEFEND THE INDEMNITEES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY THE INDEMNITEES AS A RESULT OF CUSTOMER'S BREACH OF THIS SECTION 5 REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF THE INDEMNITEES.

5. Customer acknowledges that during the period of time that Rail Cars have been placed on the Track for storage until they are coupled up for outbound movement, shall not be, and Customer shall not assert that is, a common carrier, bailee or warehouseman with respect to such Rail Cars or the contents thereof. Customer further acknowledges and agrees that during such storage period will not and has no duty or obligation under this Lease or otherwise to provide security for the Rail Cars or the contents thereof against acts or omissions of third parties (including trespassers) or against Acts of God. Customer agrees to develop, implement and maintain any safety or security plans and measures required by governmental authority or otherwise prudent to safeguard the Rail Cars and their contents while stored on the Track.
6. In exercising its rights under this Lease, Customer shall adopt and enforce suitable safety rules and regulations satisfactory to track owner (City of Harrisonville, Missouri) for the protection of the public and Customer employees and others if and when Customer's employees are in or on the stored cars or on or near the Track, and will require Customer employees and others to notify, by proper signals or flags, the employees of track owner (City of Harrisonville, Missouri) that they are in or on cars or on or near the Track.
7. If Customer fails to keep and perform any of its obligations under this Lease, including, without limitation, timely payment of rental, then the City of Harrisonville, Missouri, may terminate this Lease immediately upon written notice to Customer. This Lease also may be terminated at any time by either party by serving thirty (30) days written notice of termination upon the other party, stating



therein the date that such termination shall take place. No termination hereof shall release Customer from any liability or obligation hereunder, whether of indemnity or otherwise. Upon termination of this Lease, Customer shall immediately vacate the Track and immediately cease track use. If Customer fails to vacate and cease use immediately, Customer shall be charged standard demurrage according to the applicable tariff rates then in effect.

8. In the event either party is unable, due to natural disaster, strike or labor unrest, to fulfill its obligations under this Lease, it shall be excused therefrom without penalty until the natural disaster has abated, or for the duration of the strike or labor unrest.
9. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail, or other acceptable mailing service, with postage prepaid, and addressed to the City of Harrisonville, Missouri, or Customer, as the case may be, at the address identified above.
10. In the event that Customer embraces two or more persons, corporations, or entities, all the covenants and agreements of Customer shall be the joint and several covenants and agreements of such persons, corporations, or entities.
11. The Customer represents and warrants that it has the authority and legal right to enter into this Lease and to perform the obligations required of it hereunder, and this Lease and any document or instrument to be executed and delivered by each to the other pursuant hereto has been duly (or will be prior to delivery) authorized, executed and delivered.
12. All the covenants and provisions of this Lease shall be binding upon the legal representatives, successors and permitted assigns of Customer. No assignment by Customer shall be binding upon, without the prior written consent of the City of Harrisonville, Missouri, in each instance, which consent may be withheld in the City of Harrisonville, Missouri's, absolute discretion. This Lease shall inure to the benefit of the successors and assigns of the City of Harrisonville, Missouri.
13. All questions arising under this Lease shall be decided according to the laws of the State of Missouri, and venue for any and all disputes arising out of this Lease shall be the district court of Cass County, Missouri.
14. To the maximum extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Lease.
15. The waiver by the City of Harrisonville, Missouri, of the breach of any provision herein by Customer shall in no way impair the right of the City of Harrisonville, Missouri, to enforce that provision for any subsequent breach thereof.
16. This Lease is the full and complete agreement between City and Customer with respect to all matters relating to the Track and supersedes all other agreements between the parties hereto relating to the



Track and may not be modified without the written consent of all Parties and has been executed by the authorized officials of the Parties.

17. This Lease does not constitute permission for Customer's employees or agents, or any other person, to enter upon the premises of the City. Customer shall seek permission from the City to enter the City's premises as may be necessary by Customer and such permission shall not be unreasonably withheld.
18. The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law so long as such party required to disclose the terms of this Agreement under applicable law provides the other party with prior written notice of such requirement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, the parties may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary, or affiliated company; or (2) to their lawyers and consultants, including but not limited to its auditors, provided that all such parties agree to maintain the confidentiality of such information in accordance with the terms of this provision. If any party violates this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise any available remedies under applicable law.

EXHIBIT B



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

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
USER AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND EACH USER
OF ITS RAILROAD SPUR.**

WHEREAS, on August 16, 2021, the Harrisonville Board of Aldermen voted unanimously to pass Ordinance 3560, in regards to establishing responsibility and cost coverage of maintenance and repairs of a City owned railroad spur, from the City to the user(s) of the railroad spur; and

WHEREAS, pursuant to sections four (4) and five (5) of said ordinance, the City of Harrisonville will execute a User Agreement between the City of Harrisonville and each user of its railroad spur; and

WHEREAS, City staff have written and presented a User Agreement for approval by the Board of Aldermen of the City of Harrisonville.

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

Section 1: The Board of Aldermen authorize the City Administrator to execute a user agreement between the City of Harrisonville and each user of its railroad spur.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 20TH DAY OF SEPTEMBER 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

Attachment: Rail Spur User Agreement 2021 (Railroad Spur User & Lease Agreement)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 20th day of September 2021.



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: September 14, 2021
SUBJECT: Ordinance amending ROW Fees

Type of Item: *Approval*

C. Action Item (ID # 4021)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 515.100 AND 530.030 OF THE HARRISONVILLE MUNICIPAL CODE

Attachments:

Staff Report ROW permits BOA REG ord 9-20-21 (PDF)

Ordinance Amending ROW 2021 (PDF)



City of

Harrisonville^{est. 1836}

5.C.a

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

To: Board of Aldermen
From: Chris Arthur, Building Official
Date: September 20, 2021, BOA regular session.
Re: City Right of Way and Easements management.

GENERAL INFORMATION

Applicant: N/A

Requested Actions: Discussion of ROW permit municipal code modification and cost recovery for ROW management.

Date of Application: N/A

PROPOSAL

Modification of ROW permits and fees.

PREVIOUS ACTIONS

8/16/21 BOA WS - Current Municipal Code ROW management language and fees, please see attached language and proposed changes (Chapter 515 Streets, Sidewalks, and Other Public Places. Chapter 530 Rights of Way Management).

9/7/21 BOA WS – Revised proposals for changes. Minor changes and corrections have been completed since 8/16/21 WS. BOA consensus reached.

9/20/21 BOA REG – BOA consensus reached last work session. This BOA regular session - Ordinance presentation for approval.

KEY ISSUES

Current municipal code was last reviewed and modified in 1983 (Chapter 515) and 2006 (Chapter 530), 39 years ago, and 15 years ago respectively.

STAFF COMMENTS AND SUGGESTIONS

Consider modifications and fee structure changes, please see attached language and proposed changes.

STAFF RECOMMENDATION

Approved modifications and changes to Chapters 515 and 530 of City Municipal Code.

ATTACHMENTS

8/16/21 - Please see attachment files.

9/7/21 – Please see revised files.

9/20/21 – Please see attached ordinance file.

STAFF CONTACT: Chris Arthur, Building Official

Attachment: Staff Report ROW permits BOA REG ord 9-20-21 (Ordinance amending ROW Fees)

Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AMENDING SECTIONS 515.100 AND 530.030 OF THE
HARRISONVILLE MUNICIPAL CODE**

WHEREAS, the Board of Aldermen wishes to amend Sections 515.100 and 530.030 of the Harrisonville Municipal Code.

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

Section 1: Section 515.100 of the Harrisonville Municipal Code is hereby amended to read as follows:

“Section 515.100. Construction or Repair By Property Owner.
[CC 1977 §30-12; Ord. No. 1344 §1, 1-5-1983]

A. The Director of Public Works or the Building Official is hereby authorized to issue Right of Way Work permits, upon request, to owners of private property, their representatives or contractors to grade, construct, repair or reconstruct pavements, curbs, gutters, driveways from curb to property line, sidewalks, sewers, street lighting systems and appurtenances, at their own expense, in the public streets or alleys adjacent to or running through their property when the same are, in his/her judgment, reasonably necessary. No person shall begin any such improvement until such permit shall have been issued.

1. Plan, specifications. Prior to issuance of the permit, plans shall be prepared by such owners and submitted to the Director of Public Works or the Building Official for his/her approval. Such plans shall indicate thereon the location, extent and character of the work proposed to be done with an estimate of the amount of the various materials, installation and services to be incorporated in the work. The plans shall have such cross sections, profiles and such other information as necessary for the Director of Public Works or the Building Official to determine that the plan conforms with the specifications of the City. The plans shall conform and the work shall be done according to the standard specifications of the City for public work of like character.

All such work shall be done under the direction and supervision and to the satisfaction of the Director of Public Works or the Building Official. Acceptance of the completed facility by the Director of Public Works or the Building Official shall be made only after proper evidence that all bills for labor, materials and equipment have been paid.

2. Performance and maintenance bonds. The Director of Public Works or the Building Official shall require the permittee to furnish a surety bond, otherwise known as a

performance and maintenance bond, equal to the estimated cost of the work; except where authorization for the construction of residential sidewalks and driveways within street rights-of-way, required by ordinance, has been granted by their inclusion in a building permit. The bond shall guarantee satisfactory performance and completion of the work to the satisfaction of the Director of Public Works or the Building Official within a time limit specified on said Right of Way Work permit. The bond shall also guarantee maintenance of the work performed for two (2) years.

2 a. For projects with valuation of work to be constructed or repaired below Five Thousand Dollars (\$5,000.00) the permittee may at their option deposit funds in the amount of the construction or repair to the City to be held in escrow guaranteeing the performance of said work, and maintenance of said work for a period of two (2) years.

2 b. The minimum amount for any bond, or deposit placed in escrow, shall be \$2,000.00, no matter what the work valuation.

3. Indemnification of City during construction.

The applicant shall be required to furnish the City evidence of general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per project to insure and protect the City from all damage that may arise from such disturbance prior to acceptance by the City after backfilling.

The City of Harrisonville shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable. Nothing in this Section shall reflect an intent by the City of Harrisonville to waive any defenses of sovereign and governmental immunity.

4. Penalties. Any person, whether owner, representative, contractor, subcontractor or foreman, who shall grade, construct, repair, reconstruct or alter any public street, pavement, curb, gutter, driveway, sidewalk or sewer within any public way or any public sewer adjacent to or running through any private property within a public right-of-way without first securing a permit therefor issued by the Director of Public Works or the Building Official shall be deemed guilty of a violation of this Section and upon conviction thereof shall be fined in a sum of not more than five hundred dollars (\$500.00).

5. Right of Way Work Permits applicable to this Chapter shall have a fee collected, based on the dollar valuation of the work to be constructed or repaired, of a minimum of Forty Dollars (\$40.00) for the first Two Thousand Dollars (\$2,000.00) of valuation plus Four Dollars (\$4.00) per Thousand Dollars (\$1,000.00) of additional valuation thereafter, except where authorization for the construction or repair of residential sidewalks and driveways within street rights-of-way, required by ordinance, has been granted by their inclusion in a building permit.

6. Required ROW permit inspections shall be as determined by the Director of Public Works or the Building Official and shall be listed on ROW permits issued.

Required Special Inspections, by a City approved 3rd party inspection service, shall be as determined by the Director of Public Works or the Building Official, and shall be listed on ROW permits issued. Special Inspections may include, but not be limited to, fill compaction and concrete testing.

Section 2: Section 530.030 of the Harrisonville Municipal Code is hereby amended to read as follows:

“Section 530.030 Permitting Provisions — Permit Requirements.
[Ord. No. 2958 §1(36-3), 2-21-2006]

A. Any person desiring to conduct facilities work within the public rights-of-way must first apply for and obtain a permit in addition to any other building permit, license, easement or authorization required by law, unless such facilities work must be performed on an emergency basis, then the person conducting the work shall, as soon as practicable, notify the City of the location of the work and apply for the required permit by the first (1st) business day following the commencement of the facilities work.

1. All applications for permits shall be submitted to the City. The City shall design and make available standard forms for such application, requiring such information as the City determines to be necessary, consistent with the provisions of this Chapter to accomplish the purposes of this Chapter.

2. Each such application shall be accompanied by payment of fees as designated in this Chapter.

3. The City shall review each application for a permit and, upon determining that the applicant has authority to perform the desired facilities work, and that the applicant has submitted all necessary information, including but not limited to, performance bonds and proof of insurance, and has paid the appropriate fee, shall issue the permit, except as provided in Subsection (4).

4. It is the intention of the City that disruption of the public rights-of-way should be minimized. Upon receipt of an application for a permit, the City shall do the following:

a. Evaluate the degree of disturbance necessary to perform the facilities work. If the applicant can show to the Director of Public Works or the Building Official, reasonable satisfaction that the facilities work involves any of the following:

- (1) No significant disruption or disturbance to the public rights-of-way, or
- (2) Is time sensitive maintenance; then the City shall grant the permit in accordance with departmental policies and procedures provided that if the permit is not issued within ten (10) business days, the applicant may appeal as provided in Subsection (8); and

b. For circumstances where the City determines that there will be significant excavation of the public rights-of-way and no exemption under Subsection (4)(a) or any other provision of this Section applies, the City may, consistent with Subsection (3), direct the permit holders performing the facilities work in the same area to consult on how they may schedule and coordinate their work to accomplish the goal of this Section.

5. Each permit shall include the projected start time and termination date(s) or, if such dates are unknown at the time the permit is issued, a provision requiring the permit holder to provide the City with reasonable advance notice of such dates once they are determined; length of public rights-of-way; number of road crossings; information regarding scheduling and coordination of facilities work if applicable; and location of facilities.

6. The City may include conditions and requirements as are reasonably necessary to protect structures and facilities in the public rights-of-way from damage, including the designation of corridors within the rights-of-way available for use by the applicant, and for the proper restoration of such public rights-of-way, structures and facilities, and for the protection of the public and the continuity of pedestrian and vehicular traffic.

7. The City may deny a permit application subject to, but not limited to, the following reasons if deemed in the public's interest:

- a. Failure to return the right-of-way to its previous condition under previous permits.
- b. Conflict with or disruption to existing utilities, transportation or City use
- c. The area is environmentally sensitive as defined by State or Federal Statutes.
- d. Applicant's failure to provide required information.
- e. Applicant is in violation of any provision of this Chapter.
- f. Street cut or disturbance would result in an unsafe condition.

Notwithstanding the provisions of Subsections (7)(b) and (7)(c) above, the City will assess the applicant's alternative routes for the placement of facilities.

8. Applicant may appeal any final decisions to the City Administrator. Appeals shall be requested in writing and will be heard within sixty (60) days.

9. Applicant must pay the following fees and provide the following deposits, bonds and proof of insurance in accordance with Section 530.050 of this Chapter:

- a. Performance and maintenance bonds. The Director of Public Works or the Building Official shall require the permittee to furnish a surety bond, otherwise known as a performance and maintenance bond, equal to the estimated cost of the work, except where authorization for the construction of residential sidewalks and driveways within street rights-of-way, required by ordinance, has been granted by their inclusion in a building permit. The bond shall guarantee satisfactory performance and completion of the work

to the satisfaction of the Director of Public Works or the Building Official within a time limit specified on said special permit. The bond shall also guarantee maintenance of the work performed for two (2) years. The City may consider a lump sum biennial bond for multiple projects performed by utility companies or their contractors, the cost of which shall be determined by the number of projects and estimated total valuation of work.

For projects with valuation of work to be constructed or repaired below Five Thousand Dollars (\$5,000.00) the permittee may at their option deposit funds in the amount of the construction or repair to the City to be held in escrow guaranteeing the performance and maintenance of said work for a period of two (2) years. The minimum amount for any bond, or deposit placed in escrow, shall be \$2,000.00, no matter what the work valuation is.

b. The applicant shall be required to furnish the City evidence of general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per project to insure and protect the City from all damage that may arise from such disturbance prior to final acceptance by the City.

The City of Harrisonville shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable. Nothing in this Section shall reflect an intent by the City of Harrisonville to waive any defenses of sovereign and governmental immunity.

c. Right of Way Work Permits applicable to this Chapter shall have a fee collected, based on the dollar valuation of the work to be constructed or repaired, of a minimum of Forty Dollars (\$40.00) for the first Two Thousand Dollars (\$2,000.00) of valuation plus Four Dollars (\$4.00) per Thousand Dollars (\$1,000.00) of additional valuation thereafter, except where authorization for the construction or repair of residential sidewalks and driveways within street rights-of-way, required by ordinance, has been granted by their inclusion in a building permit.

Any fees collected pursuant to this Section will be used only to reimburse the City for its actual costs of managing the rights-of-way.

10. Required ROW permit inspections shall be as determined by the Director of Public Works or the Building Official and shall be listed on ROW permits issued.

Required Special Inspections, by a City approved 3rd party inspection service, shall be as determined by the Director of Public Works or the Building Official, and shall be listed on ROW permits issued. Special Inspections may include, but not be limited to, fill compaction and concrete testing.

Section 5. That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the __th day of September 2021. Read for the second time by title only on the ____th day of September 2021.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this __th day of September, 2021

Attachment: Ordinance Amending ROW 2021 (Ordinance amending ROW Fees)