



**THE CITY OF
HARRISONVILLE**
WHERE TRADITION MEETS INNOVATION

**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
NOVEMBER 7, 2022
6:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Proclamation Recognizing Troutt Beeman & Co 50th Anniversary**
- 3. Public Participation**
 - A. Agenda Request - Bill Cook**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Oct 17, 2022, 6:00 PM**
 - B. Board of Aldermen - Work Session - Oct 17, 2022, 6:30 PM**
- 5. Agenda Items**
 - A. Council Bill 80: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF CHRIS CHIODINI TO THE PLANNING AND ZONING COMMISSION.**
 - B. Council Bill 81: 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, GT TOW AND SUCH OTHER TOW COMPANIES AS ARE WILLING TO MEET THE REQUIREMENTS OF THE AGREEMENT.**
 - C. Municipal Judge Annual Report to the Board of Aldermen**
 - D. Council Bill 82: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING VARIOUS SECTIONS OF CHAPTER 125 OF THE CITY OF HARRISONVILLE MUNICIPAL CODE**

- E. **Council Bill 83: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE RESULTS OF ELECTRIC COST OF SERVICE STUDY AND RATE DESIGN FROM TOTH & ASSOCIATES INC, COMPLETED IN OCTOBER OF 2022.**
 - F. **Council Bill 84: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 500.020 ET SEQ. TO MAKE THE COMMUNITY DEVELOPMENT DEPARTMENT THE ENFORCEMENT AGENCY REGARDING SPECIFIC CODES**
 - G. **Council Bill 85: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTION 405.550 OF THE CITY OF HARRISONVILLE MUNICIPAL CODE**
 - H. **Council Bill 86: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING THE CITY'S SIGN REGULATIONS**
- 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 4th day of November 2022

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.



CELEBRATING TROUTT BEEMAN & CO

WHEREAS, on November 1, 1972, founder, Wesley F. Troutt, CPA left his management position at Lybrand, Ross Bros. and Montgomery, with a vision to establish a certified public accounting firm with the philosophy of providing excellent, honest and accurate service; and

WHEREAS, Mr. Troutt believed that excellence in service is the cornerstone of a great organization and deeply valued developing strong, lasting client relationships; and

WHEREAS, Troutt Beeman & Co has been an integral part of the Harrisonville community, supporting a wide variety of local organizations and causes and always striving to uplift small businesses throughout the community; and

WHEREAS, in 1993 the firm continued their investment in the Harrisonville community by constructing a new permanent home office on Locust Street, which continues to serve as their headquarters to this day; and

WHEREAS, Troutt Beeman & Co continues to establish themselves as a highly respected accounting institution throughout the Kansas City area; and

WHEREAS, Troutt Beeman & Co recently celebrated their 50th anniversary on November 1, 2022; and

WHEREAS, Troutt Beeman & Co will continue to serve as a leading partner in our community as an employer and corporate partner for generations to come.

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 Troutt Beeman & Co this expression of our sincere gratitude and congratulations for the many years of dedicated service to the Harrisonville community and retroactively declare November 1, 2022, as Troutt Beeman & Co day in Harrisonville.

Signed, in the City of Harrisonville, Missouri, this 7th day of November, 2022.

Judy Bowman, Mayor



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: October 27, 2022
SUBJECT: Bill Cook - Historical Tour Shuttles

Type of Item: *Presentation*

A. Action Item (ID # 4363)

Agenda Request - Bill Cook

Attachments:

Bill Cook 11-7 (PDF)

Staff report in response to request for shuttle on the Harrisonville Square (DOC)



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 1st and the 3rd Monday of each month.

Date of Request: 10/25/2022 Scheduled Meeting Date: 11/7/2022

Full Name of Speaker: Bill Cook Organization: Harrisonville Chamber Foundation

Home Address: 503 Cottage Lane City: Harrisonville State: MO Zip: 64701

Home Phone #: _____ Work Phone #: _____ Cell#: 816-830-1252

Email: billc@agteampro.com

Specifics of Topic: Historic shuttles for tourism

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

Desired Outcome: to be able to use these historic shuttles for tourism in and around square.

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

OCT 26 2022

CITY OF HARRISONVILLE

Office Use Only:

Date request received:

Signature: William J. Cook

Attachment: Bill Cook 11-7 (Bill Cook - Historical Tour Shuttles)

W. J. Cook

#816-830
1252

- 1.) Chamber Foundation asking to be able to use the Historical Tour Shuttles around the square and down to the cemetery on Commercial
- 2.) These Shuttles will be logo-ed with the Chamber Foundation and Historical Society Logos
- 3.) They will be used for tours that are: Historical, Economic, Educational, Industrial and Cemetery related.
- 4.) They will also be used for tours of the square for new families that are considering moving to town, as well as new/existing businesses that might want to come to town or relocate to the square or around the square.

People to invite:

- 1.) Jennifer Reed from Historical Society
- 2.) David Atkinson from Atkinson Funeral Home
- 3.) John Foster
- 4.) Randy Jones, County Administrator/ Tourism Committee Co-Chair
- 5.) Jennifer Fizer, Tourism Committee Co-Chair





THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

3.A.b

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

To: Board of Aldermen
From: John Hofer, Police Chief
Date: November 7, 2022
Re: Memo in response to Agenda Request from Mr. Bill Cook

GENERAL INFORMATION

Applicant: NA

Requested Actions:

Date of Application: NA

PROPOSAL

Per this request, and any other request to operate unlicensed machines on city streets I do not think the city should support these practices for concerns of public safety. However, with this request giving the practice that it would be used for educational purposes, community, and residential development I do not want to come off as if I do not support these efforts because I do. I look forward to seeing how Harrisonville future growth prospers the community just like many others.

As for these types of requests, to include golf carts and utility terrain vehicles (UTV), they are governed by Missouri State Statute (RSMO) 304.032 that prohibits their usage on state highways. There is a provision within 304.032 (4) that allows municipalities to issue special use permits to allow these type machines to operate on city streets and highways within their jurisdiction. The statute limits how much a municipality can charge for a permit at \$15.00.

PREVIOUS ACTIONS

KEY ISSUES

STAFF COMMENTS AND SUGGESTIONS

We currently have a difficult time of golf cart and UTVs driving the City of Harrisonville streets even though they are not licensable and legal. I believe allowing this request, even though it is a golf cart, to drive the streets would only increases the perception that these are legal to drive on roadways.

Attachment: Staff report in response to request for shuttle on the Harrisonville Square (Bill Cook - Historical Tour Shuttles)

Per state statute 304.032 the definition of a golf cart means a motor vehicle that is designated and manufactured for operation on a golf course for sporting or recreational purposes and that are not capable of exceeding 20 mph. Many of these vehicles are not equipped with safety equipment, brake lights, turn signals and seat belts to adequately protect the occupants should they be involved in a crash with a much larger, and heavier properly licensed motor vehicle. Golf carts are manufactured to operate on golf courses, utility terrain vehicles (UTV) are manufactured to operate on rough terrain, and neither are manufactured for the primary use on city streets.

Many local communities have granted provisions allowing usage of these type vehicles on city street however I think Harrisonville is unique to these communities as we have four state highways, including an interstate that passes through our community. Also, local drivers are not used to seeing these type vehicle operate on Harrisonville's often narrow streets with many hills and curves that create line of sight issues for safe driving.

STAFF RECOMMENDATION

As a police department and community that prides itself on focusing on pedestrian and vehicular safety, one that has been recognized for these efforts, I don't think it a good practice to begin to allow such vehicles to operate on city streets, even under the requested circumstances.

ATTACHMENTS

STAFF CONTACT:

John Hofer, Police Chief



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 17, 2022
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	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Public Works Director/City Engineer Carl Brooks, Police Chief John Hofer, Fire Chief Rusty Sullivan, Parks and Recreation Grant Purkey, Community Development Director Christina Stanton, Electric Superintendent Andy Pollard, Building Official Chris Arthur, Police Officer Mathew McCulloch, School Resource Officer Scott Ramsey, Police Sargent Brendan Rinehart, Police Lieutenant Darin Chance, Park Board members Bret Reece and Martin Parks, Lifeguards Zachary Dye, Jayde Johnston, Tonia Jones, Marina Parks, Adia Ravencamp and Landon Stickley, Harrisonville High School TRACTION member Aiden Walton, Baker Tilly C.P.A. Ben Hart and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Fire Prevention Month Proclamation

Mayor Bowman read the proclamation, declaring the month of October 2022 as Fire Prevention Month in the City of Harrisonville. Fire Chief Rusty Sullivan and the crew that was actively on-duty received the proclamation.

Bowman also read a thank you letter that was sent by the Harrisonville Parents as Teachers organization in recognition of their attendance at the recent touch a truck event.

Fire Chief Sullivan introduced Brook Tavernaro and said she was the first EMT hired, under his tenure, who has graduated from the Cass Career Center's Fire Science Program.

RESULT:	PRESENTED
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B. Buckle Up Phone Down Day Proclamation

Mayor Bowman presented a proclamation declaring Friday, October 21, 2022, as Buckle Up/Phone Down Day in Harrisonville. She was joined by Police Chief John Hofer, School Resource Officer Scott Ramsey, Lieutenant Darin Chance, Alderman Gary Davidson and Harrisonville High School TRACTION member Aiden Walton.

SRO Ramsey commended the TRACTION team and their efforts throughout the community.

Ramsey asked Walton to speak about the group's efforts to promote traffic and pedestrian safety within the schools.

Walton spoke about past and upcoming programs that the teams has worked on/is planning for within the schools and the effectiveness of the group's efforts.

Police Chief Hofer also commended the efforts of the TRACTION team and spoke about a recent recognition the group received at the state level.

Mayor Bowman commended the TRACTION team and encouraged all to stand up and take the Buckle Up, Phone Down Challenge in a show of support for the TRACTION team.

RESULT:	PRESENTED
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C. 2021 HPD Employee of the Year

Mayor Bowman welcomed Police Chief John Hofer and Officer Matt McCulloch to the meeting.

Chief Hofer presented the Officer of the Year Award to the recipient McCulloch. Hofer spoke specifically about McCulloch's efforts to locate the individuals involved in a parental kidnapping out of Joplin, MO. Hofer said McCulloch went above and beyond to locate the suspect, stop the vehicle and return the child safely to their proper guardians.

Bowman said it gives her great honor to be able to congratulate Officer McCulloch for his efforts and commitment to the safety of the Harrisonville community.

RESULT:	PRESENTED
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D. Recognition - Bravery and Selflessness

Mayor Bowman was joined by Parks and Recreation Director Purkey, Alderwoman and Park Board liaison Sandy Franklin and lifeguards Zachary Dye, Jayde Johnston, Tonia Jones, Marina Parks, Adia Ravencamp and Landon Stickley. Lifeguard Owen Phillips was unable to attend the meeting.

Bowman reminded those in attendance about an incident that had taken place at the Outdoor Pool on August 9, 2022 and said that when young people step up and display bravery and maturity, we should recognize them. Bowman said each lifeguard will be presented with a certificate of courage and a challenge coin from the Harrisonville Police Department.

Parks Director Purkey detailed the events of the incident involving what appeared to be an individual with a weapon walking around the pool, but was later discovered to be a toy gun, and the courageous actions taken by the lifeguards on duty that day to selflessly run towards danger to move all pool guests to a safe and secure location.

Bowman commended each of the lifeguards for the courage, quick thinking and maturity shown on that day and said it is people like this who will make strong leaders for the Harrisonville community in years to come.

Bowman also invited Park Board members Bret Reece and Martin Parks to come forward and be part of the picture being taken.

All those in attendance stood and applauded the bravery and courage shown by those who were being honored.

RESULT:	DISCUSSION
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3. Public Participation

None

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Oct 3, 2022 6:00 PM

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

B. Board of Aldermen - Work Session - Oct 3, 2022 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gary Davidson, Board Member
SECONDER:	Marcia Milner, 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 AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A LETTER OF ENDORSEMENT FOR AMERICAN MEDICAL RESPONSE

City Attorney Felzien spoke to the Board about the requirement from the Missouri Emergency Services Bureau to allow for American Medical Response to provide ambulance services for Cass Regional Medical Center.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 43.

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

Minutes Acceptance: Minutes of Oct 17, 2022 6:00 PM (Approval of Minutes)

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO REAPPOINT A MEMBER TO THE BOARD OF DIRECTORS OF THE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT

Mayor Bowman shared her desire to reappoint Economic Development Director Clarke to the Towne Center Transportation Development District.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 44.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Judy Reece, 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 ESTABLISHING SECTION 240.050(G) AND 240.050(H) OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE

Staff report presented by Building Official Arthur.

Arthur reminded the Board of actions taken regarding the stated section of code on September 6, 2022.

Arthur said the goal of the change would be to allow the City Administrator to issue administrative variances within the program on a case-by-case basis.

Arthur said Community Development staff recommend approval.

Alderman Doerhoff asked if there was an appeal process further than the City Administrator.

Arthur said the City Administrator's decision would be final.

Alderman Mills shared his support for the proposed change.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3607.

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

D. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING SECTION 405.570.A AND 405.570.A.2 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE

Staff report presented by Building Official Arthur.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3608.

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

6. Aldermen and Committee Reports

Alderman Doerhoff spoke about recent acts of graffiti on park benches and tables throughout City Park.

Parks Director Purkey spoke about the potential for 'art walls' within the park.

Alderwoman Reece thanked Fire Chief Sullivan and the entire Fire Department for their recent presentation at the Chaldeans meeting.

Alderwoman Franklin spoke about recent events throughout the City's park system, including the walnut tree harvest at Lord's Park. Franklin also reminded those in attendance about the upcoming blood drive at the Community Center.

Alderman Mills said he was impressed to see the work done at the Glen Eagle Regional Detention Basin. Mills also spoke about recent complaints from residents. Mills spoke about questions he had received regarding the recent building that was demolished at the corner of Wall and Commercial Streets. Mills spoke about the ongoing efforts to remove blight in the community and to construct new houses in place of the blighted homes.

Alderman Davidson commended the Harrisonville High School TRACTION members and the lifeguards who were each honored earlier in the meeting for their leadership and dedication to community safety. Davidson also spoke about the life-saving importance of wearing a seatbelt while traveling in a vehicle. Davidson commended Officer McCulloch for his bravery and dedication to the service of the Harrisonville community and all those who visit or travel through the community.

7. Report from the City Administrator

City Administrator Ratliff spoke to the Board about a series of upcoming City meetings and events.

Ratliff spoke about a new hire within the Streets Department.

Ratliff spoke about a series of recent water main breaks throughout the community and commended the members of staff who have worked diligently to make the necessary repairs.

Ratliff provided an update to the ongoing turf project at the Harrisonville Animal Shelter and said SYNLawm out of Lee's Summit was selected to complete the installation.

Ratliff said the demolition of the property at 301 E Chestnut Street is scheduled to happen this week.

A. September 2022 Municipal Court Report

8. Questions from the Media

None

9. Adjourn From Regular Session

Mayor Bowman spoke about the value of leadership throughout all aspects of the community and urged everyone to thank those who make the conscious decision to work as leaders within our community.

Regular Meeting**Monday, October 17, 2022****6:00 PM**

A motion was made by Alderwoman Franklin to adjourn, with a second by Alderwoman Reece. Motion carried with all ayes. Meeting adjourned at 6:51 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Oct 17, 2022 6:00 PM (Approval of Minutes)



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT

MINUTES CITY OF HARRISONVILLE BOARD OF ALDERMEN WORK SESSION CITY HALL OCTOBER 17, 2022 6:30 PM

1. Call to Order

The meeting was called to order at 6:57 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	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, Public Works Director/City Engineer Carl Brooks, Police Chief John Hofer, Fire Chief Rusty Sullivan, Parks Director Grant Purkey, Community Development Director Christina Stanton, Electric Superintendent Andy Pollard, Finance Manager Kim Hubbard, Executive Secretary to the City Administrator Theresa West, Baker Tilly C.P.A. Ben Hart and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Land Use Table and Related Code Updates

Community Development Director Stanton spoke to the members of the Board about the creation of a Land Use Table.

Stanton spoke to a variety of proposed changes to the City's existing zoning, such as:

- Currently all land uses are listed individually under each specific zoning district and the names of uses are not always consistent from one district to the next.*
- Several uses are listed under the Special Use Permit section without any reference to what specific districts they are allowed in with an approved Special Use Permit.*

The creation of the Land Use Table will make both staff's job and the general public's ability to find which uses are allowed in which districts much more easily.

A consensus of the Board was reached to leave the baseball and other athletic fields as Special Use Permit items within all districts, except Residentially zoned areas - where they would not be allowed.

A consensus of the Board was reached to leave cemeteries as Special Use Permit items within all districts, except Residentially zoned areas - where they would not be allowed.

A consensus of the Board was reached to require fire stations to acquire a Special Use Permit within all districts, except Agriculture zoned areas - where they are already allowed.

A consensus of the Board was reached to leave wastewater treatment facilities as Special Use Permit items within all districts, except Residentially zoned areas - where they would not be allowed.

A consensus of the Board was reached to leave electric substations as Special Use Permit items within all districts, except Agriculture zoned areas - where they are already allowed.

A consensus of the Board was reached to leave microwave transmitting and receiving towers as Special Use Permit items within all districts, except Residentially zoned areas - where they would not be allowed.

City Administrator Ratliff recommended having Attorney Mauer's office review the item regarding microwave and radio towers.

A consensus of the Board was reached to leave water storage facilities as Special Use Permit items within all districts

A consensus of the Board was reached to leave water treatment facilities as Special Use Permit items within all districts.

A consensus of the Board was reached to leave group boarding homes as Special Use Permit items within all districts.

A consensus of the Board was reached to leave residential care facilities as Special Use Permit items within all districts.

A consensus of the Board was reached to leave special care homes as Special Use Permit items within all districts.

RESULT:	PRESENTED
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B. Budget Discussion

Baker Tilly C.P.A Hart provided an update to the current status of the proposed 2023 budget.

Hart spoke about the possibility of adding a full-time staff position based upon recent trends in sales tax revenue.

Director of Administrative Services Smith spoke to the Board about a possible change in retirement benefits for its employees under the Missouri Local Government Employees Retirement System. Smith said the City Clerk's office has posted the information on the bulletin board outside City Hall, where it will remain for the required 45 days.

Smith spoke about potential increases to utility billing within the proposed 2023 budget.

Smith spoke about a three-percent increase to the City's refuse fund, due to an increase in the contract with Green For Life Environmental. Smith also spoke about the need to create overhead within the fund.

Alderman Davidson requested additional staffing within the Electric and Police Departments be included in the 2023 budget.

Hart provided education about fiscal impacts for adding new staff positions.

City Administrator Ratliff spoke about additional revenue options that the City can attempt to obtain, such as a one-cent fuel tax or the Use Tax.

Hart spoke about the goals of the City and reminded the Board of the American Rescue Plan Act project priorities that were laid out earlier in the year.

Hart provided an updated timeline for approval of the proposed 2023 budget.

A motion was made by Alderman Doerhoff to adjourn from the Work Session. The motion was seconded by Alderman Davidson. The motion carried with a unanimous vote.

The meeting was adjourned at 8:23 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Oct 17, 2022 6:30 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: October 27, 2022
SUBJECT: Reappoint Chris Chiodini to Planning & Zoning Commission

Type of Item: *Approval*

A. Action Item (ID # 4364)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF CHRIS CHIODINI TO THE PLANNING AND ZONING COMMISSION.

Attachments:

Chris Chiodini PZ reappoint (DOCX)

Council Bill No. 2022-**Resolution No. 2022-****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF CHRIS CHIODINI TO THE PLANNING AND ZONING COMMISSION.**

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

WHEREAS, Chris Chiodini has faithfully served on the Planning and Zoning Commission for several years, including multiple years as the commission's Chair, and fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in November of 2026; and.

WHEREAS, Mayor Judy Bowman recommends the reappointment of Chris Chiodini to the Planning and Zoning Commission upon approval of the Board of Alderman;

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 reappointment of Chris Chiodini to the Planning and Zoning Commission.

Section 2. Effective Date. This resolution shall become effective on November 7, 2022 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 7TH DAY OF NOVEMBER 2022.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 7th day of November, 2022.

Attachment: Chris Chiodini PZ reappoint (Reappoint Chris Chiodini to Planning & Zoning Commission)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 19, 2022
SUBJECT: 2022 bi-annual Tow Agreement

Type of Item: *Approval*

GENERAL INFORMATION

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

Requested Actions: Approval of 2022 bi-annual Tow Agreement

Date of Application: November 1, 2022

PROPOSAL

Approval of 2022 bi-annual Tow Agreement

PREVIOUS ACTIONS

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 met the agreement requirements and had signed the agreement. The current (2021) tow policy agreement isn't due to expire until July of 2023 but there is one new company, GT Tow, wanting to be added to the agreement and one tow company, Miller Tow, that will soon be under new ownership so it was decided to renew the agreement this year.

KEY ISSUES

No key issues noted by staff.

STAFF COMMENTS AND SUGGESTIONS

Miller Tow and J's Southland Tow participated during the prior tow agreement period, both companies have forwarded a signed copy of the 2022 tow policy agreement to participate again as well.

A copy of the 2022 Tow Policy Agreement for each company is attached for your review. We are proposing no changes to the tow policy agreement for the agreement period.

STAFF RECOMMENDATION

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

ATTACHMENTS

Miller Tow Agreement
J's Southland Tow Agreement
GT Tow Agreement

B. Action Item (ID # 4323)

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, GT TOW AND SUCH OTHER TOW COMPANIES AS ARE WILLING TO MEET THE REQUIREMENTS OF THE AGREEMENT.

Attachments:

GT (PDF)

J's Southland (PDF)

Miller Tow (PDF)

Non-Preference Tow Agreement 2022 (DOCX)

**CITY OF HARRISONVILLE, MISSOURI
AGREEMENT FOR TOW SERVICES**

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THIS AGREEMENT is effective the ____ day of _____, 2022 (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 GT Tow (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:

Definitions:

"Police-Ordered Tow"

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

Vehicles involved in traffic crashes;

Abandoned vehicles on roadways;

Disabled vehicles;

Abandoned or unclaimed vehicles on private property;

5.B.a

Vehicles seized or impounded as evidence;

Recovered stolen vehicles;

Vehicles involved in crimes;

Vehicles relocated during a City emergency; and

Other vehicles as requested by the Police Department.

"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**.

"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.

"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.

Basic Services and Performance Standard.

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**":

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**");

Permits.

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

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.

Attachment: GT (2022 bi-annual Tow Agreement)

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**.

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**.

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:

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 a crash)	\$150.00 per tow	
Tows (involving a crash)	\$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.

Basis For Determining Prices.

It is expressly understood and agreed that:

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

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;

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

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

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**.

Termination of Agreement.

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**.

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.

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.

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:

The designated tow service (Tow Co. #1, Tow Co. #2, Tow Co. #3, etc.) 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.

For all weeks thereafter, Tow Co. #1, Tow Co. #2, and Tow Co. #3 shall rotate every third week of service, with the change in service occurring weekly on Sunday at 7:00 P.M. (1900

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.

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.

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**.

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**.

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.

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.

Tow Regulations of City.

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

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.

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

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.

Release of Vehicles.

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

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 taillight hook-ups on every tow truck utilized for towing vehicles.

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).

Storage Lot.

The **Contractor** shall own or lease a storage lot within two (2) miles 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.

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.

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**.

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.

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**.

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.

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**.

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**.

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**.

Contractor:

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

Tow Co. GT Tow
13263 E 178 St (address)
Peculiar MO 64078, (city, state, zip)

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

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.

Miscellaneous.

Taxes.

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

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**.

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**.

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.

Business License.

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

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.

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.

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.

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.

5.B.a

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.

Governing Law.

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

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.

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.

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.

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.

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: Tow Co., an individual, and
resident of the State of Missouri

By: Brad Ratliff, City Administrator

By: 

Date: _____

Date: 8/17/22

Attest City Clerk: Title: _____

Tow Services Agreement

City of Harrisonville 7-2021

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Attachment: GT (2022 bi-annual Tow Agreement)

CITY OF HARRISONVILLE, MISSOURI AGREEMENT FOR TOW SERVICES

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THIS AGREEMENT is effective the ____ day of _____, 2022 (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 GT Tow (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:

Definitions:

“Police-Ordered Tow”

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

Vehicles involved in traffic crashes;

Abandoned vehicles on roadways;

Disabled vehicles;

Abandoned or unclaimed vehicles on private property;

Vehicles seized or impounded as evidence;

Recovered stolen vehicles;

Vehicles involved in crimes;

Vehicles relocated during a City emergency; and

Other vehicles as requested by the Police Department.

“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**.

“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.

"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.

Basic Services and Performance Standard.

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**":

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**");

Permits.

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

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.

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**.

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**.

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:

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 a crash)	\$150.00	per tow
Tows (involving a crash)	\$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.

Basis For Determining Prices.

It is expressly understood and agreed that:

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

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;

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

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**.

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**.

Termination of Agreement.

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**.

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.

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.

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:

The designated tow service (Tow Co. #1, Tow Co. #2, Tow Co. #3, etc.) 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.

For all weeks thereafter, Tow Co. #1, Tow Co. #2, and Tow Co. #3 shall rotate every third week 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.

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.

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**.

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**.

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.

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.

Tow Regulations of City.

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

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.

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.

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.

Release of Vehicles.

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

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 taillight hook-ups on every tow truck utilized for towing vehicles.

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).

Storage Lot.

The **Contractor** shall own or lease a storage lot within two (2) miles 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.

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.

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**.

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.

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**.

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.

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**.

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**.

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**.

Contractor:

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

Tow Co.
P.O. Box 341 (address)
Raymore Mo 64083, (city, state, zip)

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

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.

Miscellaneous.**Taxes.**

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

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**.

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**.

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.

Business License.

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

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.

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.

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.

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.

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.

Governing Law.

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

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.

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.

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.

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.

Agreement Contingent on Addendums.

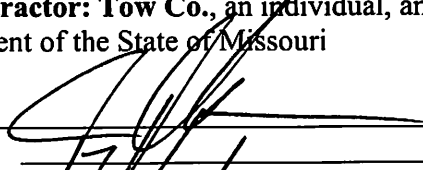
Each party to this **Agreement** hereby agrees that the approval and engagement of each **Contractor** to provide the **Services** described herein for the City shall be contingent upon the proper execution and completion of the **Acceptance Addendum "A"**, and the **Contractor Information Addendum "B"** (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: Tow Co., an individual, and
resident of the State of Missouri

By: Brad Ratliff, City Administrator

By: 

Date: _____

Date: 7/1/22

Attest City Clerk:

Title:

President

Attachment: J's Southland (2022 bi-annual Tow Agreement)

CITY OF HARRISONVILLE, MISSOURI AGREEMENT FOR TOW SERVICES

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THIS AGREEMENT is effective the ____ day of _____, 2022 (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 GT Tow (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 a crash)	\$150.00	per tow
Tows (involving a crash)	\$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:

The designated tow service (Tow Co. #1, Tow Co. #2, Tow Co. #3, etc.) 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.

For all weeks thereafter, Tow Co. #1, Tow Co. #2, and Tow Co. #3 shall rotate every third week 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 taillight 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) miles 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:

Tow Co. MILLER TOW SERVICE
26819 S. EAST OUTER RD (address)
HARRISONVILLE, 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: Tow Co., an individual, and
resident of the State of Missouri

MILLER TOWSE, E

By: Brad Ratliff, City Administrator

Gary Schlesselman
By: _____

Date: _____

Date: 9-2-22

Attest City Clerk:

Title: OWNER

Attachment: Miller Tow (2022 bi-annual Tow Agreement)

Council Bill No.

Resolution No.

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, GT 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, Miller Tow and GT Tow are competent to perform service for the City of Harrisonville; and

WHEREAS, J's Southland Tow, Miller Tow and GT 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, Miller Tow and GT 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 7TH DAY OF NOVEMBER 2022.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

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

Attachment: Non-Preference Tow Agreement 2022 (2022 bi-annual Tow Agreement)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 7th day of November 2022.



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: October 27, 2022
SUBJECT: Municipal Judge Annual Report to the Board of Aldermen

Type of Item: *Discussion*

C. Action Item (ID # 4366)

Municipal Judge Annual Report to the Board of Aldermen

Attachments:

Harrisonville Municipal Court Audit (PDF)

Municipal Court Audit Example (PDF)

From: Robin Ausmus/OSCA/Courts/Judicial
To: William Collins/17/Courts/Judicial@Judicial, Don Lograsso/16/Municipal/Judweb@Judweb
Cc: Roberta Rothstein/OSCA/Courts/Judicial@JUDICIAL, James Journey/27/Courts/Judicial@JUDICIAL, Shara Meyer/OSCA/Courts/Judicial@JUDICIAL

Date: Wednesday, October 26, 2022 10:48AM
Subject: CT17 - Cass - Harrisonville Municipal Division - Final Report

History: ➔ This message has been forwarded.

Good morning, Judge Collins and Judge Lograsso.

We have concluded our visit review of the Harrisonville Municipal Division. Please find the final report below:

(See attached file: CT17-Cass-Harrisonville Municipal Division - Final Report.docx)

We observed minimal need for improvement from the division and therefore do not anticipate any follow up. However, should either of you have any questions or if we may provide assistance, please do not hesitate to let us know.

Respectfully,

Robin Ausmus

Court Services Manager
Court Business Services Division
Office of State Courts Administrator
Phone: (573) 526-8854 Fax: (573) 526-7330
Email: Robin.Ausmus@courts.mo.gov

Monday - Friday
7:30 A.M. - 4:00 P.M

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Attachments:

CT17-Cass-Harrisonville Municipal Division - Final Report.docx

Attachment: Harrisonville Municipal Court Audit (Municipal Judge Annual Report to the Board of Aldermen)

**17th JUDICIAL CIRCUIT
HARRISONVILLE MUNICIPAL DIVISION
COURT REVIEW REPORT**

INTRODUCTION

This report was prepared following a review by the Office of State Courts Administrator (OSCA) Municipal Review unit, conducted on September 15, 2022. The review was conducted to determine, but not limited to, compliance with Supreme Court Rules, Court Operating Rules, Missouri State Statutes, and state and local reporting requirements.

The report provides descriptions of some practices, policies and procedures that may not comply with various laws, rules and regulations. Suggested business practices follow each description and represent what the court can do to correct the issue described. The report is intended for management purposes and may be shared with court staff and municipal officials to assist in making appropriate changes.

The following staff assisted with the review and/or the preparation of this report:

Manager	Robin Ausmus
Supreme Court Monitor	Shara Meyer

Municipal Division Judge Don Lograsso and Municipal Division Clerk Michelle Shaffer were in attendance for this review.

**SUPREME COURT RULE 37.04 APPENDIX A
MINIMUM OPERATING STANDARDS FOR MUNICIPAL DIVISIONS
AND MUNICIPAL DIVISION JUDGES**

Minimum Operating Standard # 4: Municipal divisions and their judges shall neither assess nor collect unauthorized fines, costs, or surcharges.

A. Municipal Divisions

- ☐ Only court costs (fees, miscellaneous charges, and surcharges as defined at section 488.010, RSMo,) authorized by state statute are assessed. The OSCA bench card on municipal division court costs shall be used as a reference. Sections 479.260.1, 479.360(5), and 488.012, RSMo; COR 21.01.

Observation

Harrisonville Ordinance Section 125.190 Jailing of Defendants

If, in the opinion of the Municipal Judge, the City has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail, and it shall be the duty of the Sheriff, if space for the prisoner is available in the County Jail, upon receipt of a warrant of commitment from the Judge to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed by law to such Sheriff for the keeping of other prisoners in his/her custody. ***The same shall be taxed as cost.***

Harrisonville Ordinance Section 125.320 Court Costs.

(6) Actual costs assessed against the City by the County Sheriff for apprehension or ***confinement in the County Jail*** or costs assessed against the City by any other detention facility.

Suggested Business Practice

It is suggested a review of sections 125.190 and 125.320(6) be made with regard to current authority and language, specifically that which references assessing costs for the confinement of any defendant.

SC97604 State of Missouri v. George Richey, AND SC97630, State of Missouri v. John B. Wright, which held that "board bills" are not to be taxed as court costs.

Observation

Harrisonville Ordinance Section 125.320 Court Costs.

(5) Other costs, such as for the issuance of a **warrant, a commitment or a summons**, as provided before the Associate Circuit Judge in criminal prosecutions.

(7) **Mileage**, in the same amount as provided to the Sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this Court.

Suggested Business Practice

It is suggested a review of Section 125.320(5) and (7) be made with regard to current statutory authority and language. The OSCA bench card on municipal division court costs shall be used as a reference. Sections 479.260.1, 479.360(5), and 488.012, RSMo; COR 21.01.

There is no statutory authorization for collection of costs for the issuance of a warrant, commitment, summons or for mileage.

Minimum Operating Standard # 5: All municipal judges shall be lawfully selected, lawfully authorized to act in specific cases, and adequately prepared for their duties through appropriate training and continuing education.

A. Municipal Divisions

- ☐ Upon successful change of judge requests and recusals, the procedural requirements of Rule 37.53(d) and section 479.230, RSMo are followed.

Observation

Harrisonville Ordinance Section 125.250 Absence of Judge – Procedure.

A. If a Municipal Judge be absent, sick or disqualified from acting, the Mayor of the Board of Aldermen may request the Presiding Judge of the Circuit Court to designate a special Municipal Judge as provided by Subsection (B) of the section **or the Mayor may designate some competent, eligible person to act as Municipal Judge** until such absence or disqualification shall cease.

Suggested Business Practice

It is suggested a review of Section 125.250 (A) be made with regard to current statutory authority and language. SCR 37.53(d)(2) and 479.230(3), RSMo.

SCR 37.53 (d): When a timely application for a change of judge is filed or a judge recuses, the judge shall: (2) Notify the presiding judge of the circuit who shall designate a judge to hear the case or request this Court to transfer a judge to hear the case.

RSMo. 479.230(3): In the absence of multiple judges in a municipal division, and in the absence of a written directive and policy authorizing the procedure, the mayor or chairman of the board of trustees may request the presiding judge of the circuit court to designate a special municipal judge as provided in subsection 2 of this section or in cases of circumstances making it impossible to reach the presiding judge of the circuit court in a timely manner, the mayor or chairman of the board of trustees may designate some competent, eligible person to act as municipal judge until the presiding judge of the circuit court can designate a special municipal judge as provided for under subsection 2 of this section.

NOTE: Supreme Court Rule 37.53(d) supersedes Missouri State Statute 479.230(3).

Minimum Operating Standard # 9: Municipal division judges shall advise litigants of their rights in court.

- ☐ The judge assures that a "Notice of Rights in Municipal Division," in a form approved by or substantially similar to that approved by the Supreme Court, is provided to all defendants. This notice of rights is displayed prominently wherever the municipal clerk transacts business with the public and in the facility where proceedings in the municipal division are held. This notice of rights in municipal division is made available as a handout for those appearing before the municipal division and is displayed on each public information website operated by the municipal division or on behalf of the municipal division.

Observation

The "Notice of Rights in Municipal Division" is not displayed in the facility where proceedings are held.

Suggested Business Practice

It is suggested the division use the Supreme Court approved brochure "Notice of Rights in Municipal Division." This brochure should be displayed in the facility where proceedings are held. SCR37.04 Appendix C.

This brochure is titled "Missouri Municipal Division Courts" and can be found on the Court Information Center web page. CIC > Roles > Municipal Division > Notice of Rights Brochure.

Note: An editable, non-formatted Word document of the brochure is available in English and Spanish for use if substantial revisions are required.

Minimum Operating Standard # 10: Municipal divisions shall be well-managed and accountable to the law, with appropriate oversight of municipal division operations provided by the circuit court presiding judge of the judicial circuit.

♦ **Financial and Bookkeeping (Section 483.075.1, RSMo)**

- ☐ The municipal division reconciles the composition of receipts to the composition of deposits, and deposits all monies intact and timely.

Observation

Harrisonville Ordinance Section 125.300. Duties

A. (5) To deliver monies collected in Court **to the City Clerk** for deposit into the appropriate City accounts;

Suggested Business Practice

It is suggested that the division clerk deposit all monies in the same form as received into the municipal division bank account. Deposits should be made each day the total receipts exceed \$100.

For additional information refer to Municipal Clerk Handbook 4.5 – Recommended Accounting Procedures for Municipal Divisions.

- ☐ The municipal division ensures that adequate documentation is maintained to support all adjustment transactions and ensures that an independent review and approval of these transactions is performed and documented.

Observation

Judicial orders adjusting or waiving fines and/or costs are not independently reviewed.

Suggested Business Practice

It is suggested that the judge review, initial and date the non-monetary receipt on case files for community service performed in lieu of fine and cost or on cases where fines and/or cost have been waived.

COURT REVIEW REPORT**INTRODUCTION**

This report was prepared following a review by the Office of State Courts Administrator (OSCA) Municipal Assistance and Review unit, conducted on April 26, 2022. The review was conducted to determine, but not limited to, compliance with Supreme Court Rules, Court Operating Rules, Missouri State Statutes, and state and local reporting requirements.

The report provides descriptions of some practices, policies and procedures that may not comply with various laws, rules and regulations. Suggested business practices follow each description and represent what the court can do to correct the issue described. The report is intended for management purposes and may be shared with court staff and municipal officials to assist in making appropriate changes.

The following staff assisted with the review and/or the preparation of this report:

Manager	Angela D. Fisher
Supervisor	Robin Ausmus
Supreme Court Monitor	Roberta Rothstein
Review conducted by	Beth Wyman

**SUPREME COURT RULE – 37.04 APPENDIX A
MINIMUM OPERATING STANDARDS FOR MUNICIPAL DIVISIONS
AND MUNICIPAL DIVISION JUDGES**

Minimum Operating Standard #4: Municipal divisions and their judges shall neither assess nor collect unauthorized fines, costs, or surcharges.

A. Municipal Divisions

- ☐ The violation bureau schedule of fines and costs is prominently posted at the place where fines are to be paid. Rule 37.49(d).

Observation

The division is not using the Statewide Fine Schedule to determine fines paid through the violation bureau.

Suggested Business Practice

It is suggested the division post the current Statewide Uniform Fine Schedule outside the payment window and in the courtroom while court is in session, adding separate columns for fine, costs and total or adding a sentence that identifies the amount of the costs at the bottom of the schedule. SCR 37.49(d).

Note: A copy of the Statewide Fine Schedule can be found on the Court Information Center > Resources > State Wide Fine Schedules > Municipal Fine Schedule

- ☐ Only court costs (fees, miscellaneous charges, and surcharges as defined at section 488.010, RSMo,) authorized by state statute are assessed. The OSCA bench card on municipal division court costs shall be used as a reference. Sections 479.260.1, 479.360(5), and 488.012, RSMo; COR 21.01.

Observation

City Ordinance No. 401 Section 19 Jailing of Defendants.

If in the opinion of the municipal judge, the city has no suitable and safe place of confinement, the municipal judge may commit the defendant to the county jail, and it shall be the duty of the Sheriff, if space for the prisoner is available in the County Jail, upon receipt of a Warrant of Commitment from the judge to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed to such Sheriff for the keeping of such prisoner in his custody. The same shall be **taxed as cost**.

City Ordinance No. 401 Section 27(d)

Actual **costs** assessed against the city by the county sheriff for apprehension or **confinement in the county jail**.

Suggested Business Practice

It is suggested a review of Ordinance No. 401 Sections 19 and 27(d) be made with regard to current statutory authority and language, specifically that which references assessing costs for the confinement of any defendant.

SC97604 State of Missouri v. George Richey, AND SC97630 State of Missouri v. John B. Wright, which held that "board bills" are not to be taxed as court costs.

Observation

City Ordinance No. 401 Section 27(b)

In all cases except those for **non-moving traffic violations**, cost for the training of police officers in the amount of \$2.00.

Suggested Business Practice

It is suggested a review of Ordinance No. 401 Section 27(b) be made with regard to the statutory authority and language, specifically that which references assessing these costs except on non-moving traffic violations. 488.5336.1 RSMo.

Observation

City Ordinance No. 401 Section 27(c)

Other cost, such as for the issuance of a warrant, a commitment, or a summons, as provided before the associate circuit judge in criminal prosecutions.

City Ordinance No. 401 Section 27(e)

Mileage, in the same amount as provided to the sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this court.

Suggested Business Practice

It is suggested a review of Ordinance No. 401 Section 27(c) and (e) be made with regard to current statutory authority and language.

The OSCA bench card on municipal division court costs shall be used as a reference. Sections 479.260.1, 479.360(5), and 488.012, RSMo; COR 21.01.

There is no statutory authorization for collection of costs for the issuance of a warrant, a commitment, a summons or for mileage.

- ☐ The municipal division has taken reasonable steps to ensure that, where applicable, the schedule of fines and costs is provided to an accused at the same time as a violation notice. Rule 37.33(b).

Observation

The division has not drafted a schedule of fines and costs for law enforcement to provide the accused with the violation notice.

Suggested Business Practice

It is suggested that since a violation bureau has been adopted by order of the municipal division judge, effort should be made to create a pamphlet/form for the police officers to give the accused along with the citation. The pamphlet/form should include the specified fine & costs for the most commonly charged violations from the statewide fine schedule, instructions for paying the fine and cost, either in person or online, and include the division's address, hours of operation, and telephone number.

Note: A sample of the Plead and Pay pamphlet was sent to the division in the post review email. This sample can be used after the division starts using SMC.

- ☐ If a violation bureau has been adopted, it processes only those violations authorized by Rule 37.49(c).

Observation

The division is processing violations through a violation bureau; however, it does not follow the statewide fine schedule. In addition, there is no order establishing a violation bureau signed by the current municipal judge assigning the current division clerk as the violation bureau clerk.

Suggested Business Practice

It is suggested the division follow Supreme Court Rule 37.49 and 37.495 in regard to the establishment of a local violation bureau. The judicial order shall designate the violation bureau clerk. Additionally, the violations within the authority of the bureau shall be designated by the order. The order shall include all violations contained in the

uniform fine schedule established by Rule 37.495, except those that are not offenses within the respective municipality or county.

Note: An example of the order to adopt the Violation Bureau was emailed to [REDACTED] following the review.

Minimum Operating Standard # 5: All municipal judges shall be lawfully selected, lawfully authorized to act in specific cases, and adequately prepared for their duties through appropriate training and continuing education.

A. Municipal Division

- ☐ Upon successful change of judge requests and recusals, the procedural requirements of Rule 37.53(d) and section 479.230, RSMo are followed.

Observation

[REDACTED] City Ordinance No. 401 Section 25. Temporary Municipal Judge.

If a municipal judge be absent, sick or disqualified from acting, ***the Mayor may designate some competent, eligible person to act as municipal judge until such absence or disqualification shall cease***; provided, however, that should a vacancy occur in the office of an elected municipal judge more than six months before a general municipal election, then a special election shall be held to fill such vacancy; and in case of vacancy in the office of an elected municipal judge within less than six months of a general municipal election, the office may be filled by a competent, eligible person designated by the Mayor. The Board of Aldermen shall provide by ordinance for the compensation of any person designated to act as municipal judge under the provisions of this section.

Suggested Business Practice

It is suggested a review of Ordinance No. 401 Section 25 be made with regard to the statutory authority and language specific to the mayor designating a person to act as municipal judge. 479.230 RSMo.

Minimum Operating Standard # 7: Municipal divisions shall be operated in a manner that upholds the constitutional principles of separation of powers and the integrity of the judiciary as a separate and independent branch of government.

- ☐ Clerks of court and other nonjudicial personnel do not perform any functions that constitute an actual or apparent conflict of interest with the impartial performance of their judicial duties. Work performed on behalf of law enforcement or the prosecuting attorney is one example of an actual or apparent conflict of interest.

Observation

The municipal division clerk is collecting the citations from the police department and preparing the files for the prosecuting attorney. The prosecuting attorney is keeping her files in a locked file cabinet in the courtroom.

Suggested Business Practice

It is suggested the municipal division clerk discontinue collecting unsigned citations and preparing the files for the prosecutor.

Uniform complaints and prosecutorial reports and records should be held at the arresting agency until such time as the prosecutor is available to review for filing in the division.

It is further suggested the prosecuting attorney begin using the PA portal. As of the writing of this report the prosecutor has not received an ORI number, nor has anyone applied for access to the PA portal. The PA portal is set-up and ready for use by this division. SCR 103.05, COR 27.01.

Observation

City Ordinance No. 401 Section 26 Clerk of Municipal Court.

The City Clerk is hereby designated as the Clerk of the Municipal Court.

Suggested Business Practice

It is suggested a review of Ordinance No. 401 Section 26 be made with regard to the City Clerk being designated as the Clerk of the Municipal Court. The position of City Clerk has been identified as having an actual or apparent conflict of interest and does not uphold the separation of the branches of government.

Minimum Operating Standard # 10: Municipal divisions shall be well-managed and accountable to the law, with appropriate oversight of municipal division operations provided by the circuit court presiding judge of the judicial circuit.

♦ Generally

- ☐ The municipal division has a functional clerk's office that handles bookkeeping and money handling obligations of the municipal division in a prudent and organized manner and in compliance with the current recommendations of the Office of State Courts Administrator and the Missouri state auditor.

Observation

It cannot be concluded when the last disbursements were made for municipal case costs, (i.e. Crime Victim Compensation which gets paid to the Department of Revenue and Peace Officer Standards and Training which gets paid to the Treasurer of the State of Missouri).

Suggested Business Practice

It is suggested the division follow the recommendations of the Office of State Courts Administrator as defined in Municipal Clerk Handbook section 4.5 Recommended Accounting Procedures.

Disburse all court costs monthly within the same month the costs are collected.

- ☐ The municipal division provides to the municipality adequate information for the municipality to determine excessive revenue calculations to the state auditor. Section 479.359, RSMo.

Observation

It is unknown if the division is providing excess revenue information to the municipality.

Suggested Business Practice

It is suggested the division complete the Monthly Municipal Division Summary Report which breaks out funds receipted which are considered excess revenue. This report should then be provided to the municipality on a monthly basis.

♦ Chapter 479, RSMo

- ☐ Nonjudicial personnel have been provided to ensure proper functioning of the municipal division. Section 479.060.1, RSMo.

Observation

No one has been identified as back up for the division clerk.

Suggested Business Practice

It is suggested the division review statute 479.060.1, RSMo, which states where municipal violations are heard, the governing body of the municipality shall provide for a clerk or clerks and such other nonjudicial personnel as may be required for the proper functioning of the municipal division. The person chosen for this duty should not hold a position that would be considered as having a conflict of interest with the judiciary responsibilities, as outlined in MOS #7.

- ☐ Fines and cost collected are paid into the municipality's treasury at least monthly. Section 479.080.1, RSMo.

Observation

It cannot be determined when fines and costs were last paid into the municipality's treasury.

Suggested Business Practice

It is suggested the clerk review all financial case activity since last disbursement, calculate and disburse fines and costs that should be paid to the municipality's treasury.

♦ Open Records and Other Recordkeeping Matters (Article I, § 14, Constitution of Missouri; Court Operating Rules 2, 4 and 8; sections 483.065, 483.075, 483.082, RSMo.)

- ☐ The municipal division maintains complete and accurate records of municipal division proceedings, including warrants outstanding, bonds posted, case files and dispositions.

Observation

The 12-month Record of Conviction average is 17%.

The division staff has not reported any Records of Conviction since September, 2021 as required by 302.225 RSMo.

Suggested Business Practice

It is suggested, when working court dockets, the division staff prioritize work flow to first complete all cases that have been disposed, thus decreasing the days from disposition to the filing of the record of conviction (ROC).

The list of "Municipal Charge Codes with COR 8 Retention Requirements/Excess Revenue (updated January 2021)" indicates charge codes that require the filing of a record of conviction to the DOR. This list can be found on the Court Information Center (CIC) > Resources > Charge Codes > Municipal Charge Codes with COR 8 Retention and Excess Revenue Indicator (2022).

NOTE: Section 302.225, RSMo requires that traffic dispositions must be received by DOR within seven days of disposition. If the state does not maintain 100% compliance for reporting commercial driving violations within this time frame, the Federal Motor Carriers Safety Improvement Act allows the federal government to withhold millions of dollars of state highway safety funding.

Observation

The division is not completing an Order for Fingerprint on offenses requiring an OCN, when no OCN has been submitted with filing.

Suggested Business Practice

It is suggested the municipal division clerk prepare an "Order for Fingerprinting" (Form CR 102) for all cases that require an OCN and an OCN card has not been filed by the prosecuting attorney with the charge. The order should be provided to the judge at the time of arraignment. SCR 37.49(e).

A list of Municipal Charge Codes with COR 8 Retention & Excess Revenue Indicator, which also indicates which charges require an OCN, can be found on CIC > Resources > Charge Codes > Municipal Charge Codes with COR 8 Retention and Excess Revenue Indicator (2022). When the division implements Show-Me Courts, the OSCA Reports Calendar can be generated with the OCN indicator selected showing which cases require an OCN.

Municipal Clerk Manual Chapter 3, Citation Case Processing Procedures, Section 3.3 Criminal History Disposition Reporting

NOTE: Per 43.503.8 RSMo. "If, at the time of any court appearance, an OCN was not established for any offense(s) for which a fingerprint is required by statute to be collected, maintained or disseminated by central repository, the court shall order a law enforcement agency to immediately fingerprint the defendant using the Order for Fingerprinting form."

- ☐ The municipal division ensures that an information signed by the prosecuting attorney is filed for each ordinance violation to be prosecuted. In addition, the municipal division ensures that the prosecuting attorney signs all tickets and reviews and approves all amended and dismissed tickets.

Observation

The prosecuting attorney is not consistently including the charge code when amending tickets.

Suggested Business Practice

It is suggested the prosecuting attorney provide the amended charge code when amending tickets.

- The municipal division has established procedures to generate monthly reports of municipal division activity, and the municipal division submits these reports timely to OSCA and to the city in accordance with COR 4.28 and 4.29.

Observation

The Monthly Municipal Division Summary Reporting has not been filed since October 2021.

Suggested Business Practice

It is suggested the clerk review all case activity since October 2021 and file all monthly summary reports to the current month. These reports are required to be filed by the 15th of each month and shall be submitted to OSCA and to the city in accordance with COR 4.28 and 4.029.

NOTE: Once the division implements Show-Me Courts, the monthly reporting information for those cases processed in SMC is generated automatically, as long as cases are disposed and month end financials are completed timely.

Observation

City Ordinance No. 401 Section 9 Report to Board of Aldermen.

The municipal judge shall cause to be prepared within the first **ten days** of every month a report indicating the following: A list of all cases heard and tried before the court during the preceding month, giving in each case the **name of the defendant**, the fine imposed if any, the amount of cost, the **names of the defendants committed** and, in the cases, where there was an application for trial de novo, respectively. The same shall be prepared under oath by the municipal court clerk or the municipal judge. This report will be filed with the city clerk, who shall thereafter forward the same to the Board of Aldermen of the city for examination at its first session thereafter. The municipal court shall, within the ten days after the first of the month, pay to the municipal treasurer the full amount of all fines collected during the preceding months, if they have not previously been paid.

Suggested Business Practice

It is suggested a review of Ordinance No. 401 Section 9 be made, specifically as it relates to COR 4.29

4.29 MUNICIPAL DIVISION REPORTING TO THE MUNICIPALITY On or before the 15th of each month, the Municipal Division shall submit to the municipality a copy of the monthly case load summary report for the preceding month required by Court Operating

Rule 4.28. This reporting requirement shall supersede and replace the reporting requirement established by section 479.080.3, RSMo.

◆ **Financial and Bookkeeping (Section 483.075.1, RSMo)**

- ☐ The municipal division segregates accounting duties to the extent possible. If it is not possible to segregate duties, the municipal division ensures that documented periodic independent or supervisory reviews of municipal division records are performed.

Observation

The municipal division clerk and city clerk are on the division's bank accounts and are the signers of the accounts.

Suggested Business Practice

The suggested business practice normally is that the city clerk not be on the division checking account due to having an apparent or actual conflict of interest however, since the Judge and clerk are married, it is suggested the city clerk remain on the division's bank accounts.

- ☐ The municipal division has developed procedures to ensure the monthly distributions are properly calculated and disbursed timely.

Observation

The division currently has two bank accounts. The bank account ending in 6869 is set up as the SMC account and has a balance, as of 3/31/2022, of \$294.00. The second bank account ending in 6569, as of 3/31/22, has a balance of \$11,777.57 and is labeled "Bond Acct". It cannot be determined when the last distributions were made by the division.

Suggested Business Practice

It is suggested the clerk review all case activity since the last disbursement and file any delinquent Monthly Municipal Summary Reports. The Monthly Municipal Summary Report will provide the appropriate disbursement amounts and payee. Disbursements should be made from the information on this report. This practice should be repeated until all delinquent monthly reporting and disbursements have been brought up to current date.

Should the division need additional financial assistance, it is suggested they contact the OSCA helpdesk and request the Accounting Assistance Unit.

- ☐ The municipal division has established procedures to routinely generate and review the accrued costs list for accuracy and properly follows up on all amounts due.

Observation

The division has not established procedures to generate or review the accrued costs list to follow up on amounts due.

Suggested Business Practice

It is suggested to follow the recommendation outlined in the Municipal Clerk Manual, Section 4.5 Recommended Accounting Procedures for Municipal Divisions and COR 4.57. Upon implementation of Show-Me Courts there will be several reports available allowing the division to follow all recommended procedures.

- ☐ The municipal division obtains signed payment plans from all defendants and ensures payment plans are established in the case management system in accordance with court operating rules where applicable.

Observation

The division has not completed the Memorandum of Understanding for participation in Debt Collection and Tax Offset.

Suggested Business Practice

It is suggested the division complete the MOU's as required by Court Operating Rules 21.06 and 21.07.

COR 21.06 Participation in Missouri Court Tax Offset Program

All divisions of the circuit courts using the approved statewide case management system shall participate in the Missouri court tax offset program for the collection of delinquent court costs and fines.

Municipal divisions using the approved statewide case management system shall participate in the Missouri court tax offset program within six months of the implementation of the approved statewide case management system and the related accounting functionality.

Participation in the program requires such divisions to create payment plans in the approved statewide case management system for all amounts not paid in full at case disposition and to have the debtors' social security number recorded accurately in the

approved statewide case management system in order to transfer the debt to the Missouri department of revenue.

21.07 Participation in Court Debt Collection Program

All divisions of the circuit courts using the approved statewide case management system shall participate in the Missouri court debt collection program for the collection of accounts receivable.

Municipal divisions using the approved statewide case management system shall participate in the Missouri court debt collection program within six months of the implementation of the approved statewide case management system and the related accounting functionality.

Participation in the program requires such divisions to create payment plans in the approved statewide case management system for all amounts not paid in full at case disposition.

- ☐ The municipal division has developed procedures and records to identify applicable violations and the associated fines and court costs revenues for the purposes of the revenue calculations required by section 479.359, RSMo et seq, and the municipal division provides this information to the city.

Observation

No distributions have been made by the current clerk so it is unclear if the division has procedures to identify excess revenue.

Suggested Business Practice

It is suggested the clerk refer to the list of Municipal Charge Codes with COR 8 Retention & Excessive Revenue Indicator (2022) to determine and identify applicable violations and the associated fines and court cost that should be reported as excess revenue.

Note: This list can be found on the Court Information Center (CIC) > Resources > Charge Codes > Municipal Charge Codes with COR 8 Retention and Excess Revenue Indicator (2022).

Court Operating Rule 13

Each municipal division should have its own operating budget that is set apart from other city department's budgets. The municipal judge is responsible for preparing the budget and supervising expenditures.

Observation

The prosecuting attorney's fees, of \$12,000.00, are listed in the budget of the municipal division.

Suggested Business Practice

It is suggested the prosecuting attorney's fees not be included in the division's budget.

Good afternoon [REDACTED]

We have conducted a ninety day post review with the clerk of the [REDACTED] Municipal Division and wanted to outline the progress so far and the plan to continue moving toward compliance.

- Show Me Courts is not being used by the division - I have contacted Julie Wade from OSCA Implementation Team. Julie will be contacting the division next week to discuss the necessary steps to begin using SMC. This may include the opening of a new checking account and the ordering of checks, since the SMC account has funds that are from the legacy (manual) case processing.
- Prosecuting Attorney Portal (PA Portal) is not being used. This will need to be implemented so all filings will be electronically submitted to the division pursuant to COR 27.01.
- The division has not completed registration for Debt Collection or Tax Offset pursuant to COR 21.06 - 21.09
- We have not received a Violation Bureau Order signed by yourself - the Order we have was signed by the previous judge
- It cannot be determined if the Statewide Fine Schedule is being followed
- No effort has been made to provide law enforcement with the schedule of fine and cost for dissemination to an accused at the same time as a violation notice
- Records of Convictions are still not being submitted (September 2021 was last submission) for legacy cases. We discussed the importance of these records being submitted and provided some suggestions to help her facilitate the practice of sending timely.
- It is undetermined the correct balance in the bond account and in the fine/cost account (SMC) as legacy case receipts have been deposited in both accounts.
- It is undetermined when the last disbursements were made. We have asked for additional information and will try to assist the division clerk in determining what months, entity or person and amounts should be disbursed from the division checking accounts.
- The clerk has reported she is no longer receiving citations directly from law enforcement and is no longer creating the prosecuting attorney's files - the prosecutor files are still being maintained in the courtroom in a locked file cabinet
- Municipal Monthly summary reports have been completed for October 2021 - March 2022. The clerk has indicated she can have the reports current by the end of this week.

Respectfully,

Robin Ausmus

*Municipal Assistance & Review Supervisor
Court Business Services Division
Office of State Courts Administrator
Phone: (573) 526-8854 Fax: (573) 526-7330
Email: Robin.Ausmus@courts.mo.gov*

This is the Statewide Fine Schedule that you should have posted by your payment window. These are the fines you collect from defendants in the event they want to pay prior to their scheduled initial appearance. I suggest you add a column and add the local court costs, then add another column for total amount due.



03.15.21 v.2 - 2022-07-19T155149.831.xlsx

Fine Schedule Municipal

Here is a Sample Rule 37 order, or sample Violations Bureau Order. This needs to be signed by the current Judge and name you as the violations bureau clerk.



Rule 37 Sample Order 7 (1).19.docx

Here is a sample from CIC on what you can create to have law enforcement pass out to defendants at the time of the ticket. This just gives them direction on how to pay their ticket instead of just calling you.



Violaton Bureau Citation Handout (1).pdf

Here is a sample from another court, they actually list out some of the charges and the costs.



VB Fine schedule - handout.pdf

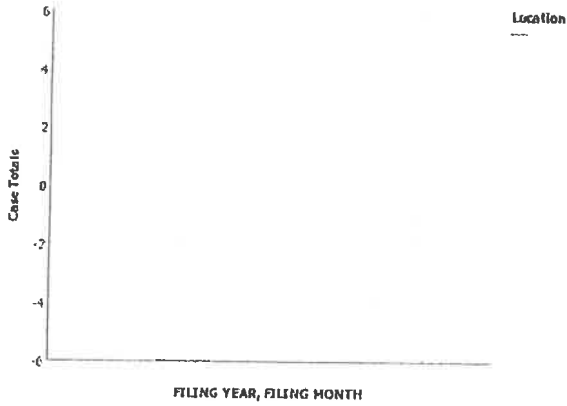
Remember to check iNotes and CIC DAILY

D. Roberta Rothstein
Municipal Division Supreme Court Monitor
Court Business Services
Office of State Courts Administrator
Phone: 573-522-6842
Fax: 573-526-7330
Hours Monday - Friday 7:30 a.m. - 4:00 p.m.
Roberta.Rothstein@Courts.Mo.Gov

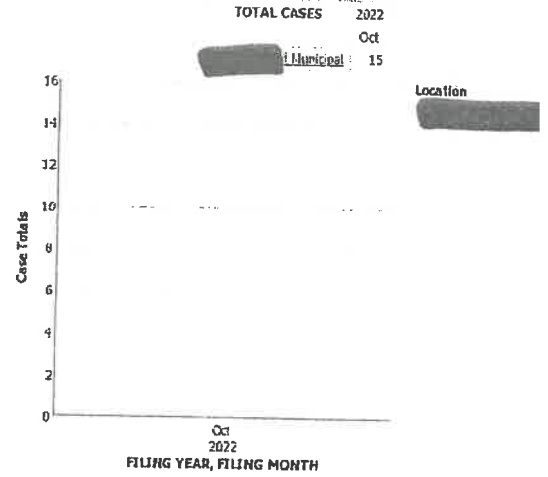
FILINGS REPORT

Between Sep 1, 2022 and Oct 20, 2022

CASES UNASSIGNED AT FILING



CASES ASSIGNED AT FILING





TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: November 3, 2022
SUBJECT: Amending Municipal Court Ordinances

Type of Item: *Approval*

D. Action Item (ID # 4371)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING VARIOUS SECTIONS OF CHAPTER 125 OF THE CITY OF HARRISONVILLE MUNICIPAL CODE

Attachments:

Ordinance for Municipal Court changes 2022 (DOCX)

Staff report for Municipal Court Ordinance changes (DOC)

Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AMENDING VARIOUS SECTIONS OF CHAPTER 125
OF THE CITY OF HARRISONVILLE MUNICIPAL CODE**

WHEREAS, the City of Harrisonville desires to amend its Municipal Code to make changes consistent Missouri law regarding the operation of the City of Harrisonville Municipal Court.

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

Section 1: Section 125.190 is hereby amended to read as follows:

“If, in the opinion of the Municipal Judge, the City has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail, and it shall be the duty of the Sheriff, if space for the prisoner is available in the County Jail, upon receipt of a warrant of commitment from the Judge to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed by law to such Sheriff for the keeping of other prisoners in his/her custody.”

Section 2: Section 125.250 is hereby amended to read as follows:

“A. If a Municipal Judge be absent, sick or disqualified from acting, the Mayor or a majority of the Board of Aldermen may request the Presiding Judge of the Circuit Court to designate a special Municipal Judge as provided in Subsection (B) of this Section or in cases of circumstances making it impossible to reach the Presiding Judge of the Circuit Court in a timely manner, the Mayor or a majority of the Board of Aldermen may designate some competent, eligible person to act as Municipal Judge until such absence or disqualification shall cease.

B. The Presiding Judge shall act only upon request of the Mayor or a majority of the Board of Aldermen for a special Municipal Judge. The Presiding Judge of the Circuit Court may appoint any other Municipal Judge within the Circuit to act as a special Municipal Judge for a Municipal Judge of the Circuit who is absent, sick or disqualified from sitting.

C. The Governing Body of the municipality shall provide by ordinance for the compensation of any person designated to act as Municipal Judge under the provisions of this Section.”

Section 3: Section 125.300(A)(5) is hereby amended to read as follows:

“5. To deposit monies collected in Court into the municipal division bank account.”

Section 4: Section 125.320 is hereby amended to read as follows:

“A. In addition to any fine that may be imposed by the Municipal Judge in any case filed in the Harrisonville Municipal Division of the 17th Judicial Circuit Court, and in addition to all other fees authorized or required by law, there shall be assessed as costs the following:

1. Costs of Court in the amount of twelve dollars (\$12.00).

2. *Police Officer training fee.* A fee of three dollars (\$3.00) is hereby established and assessed as additional Court costs in each Court proceeding, except that no such fee shall be collected when the proceedings against the defendant have been dismissed.

a. Two dollars (\$2.00) of each such Court cost shall be transmitted monthly to the Treasurer of the City and used to pay for Police Officer training as provided by Sections 590.100 to 590.180, RSMo. The City shall not retain for training purposes more than one thousand five hundred dollars (\$1,500.00) of such funds for each certified Law Enforcement Officer or candidate for certification employed by the City. Any excess funds shall be transmitted quarterly to the City's General Fund.

b. One dollar (\$1.00) of each such Court cost shall be sent to the State Treasury to the credit of the Peace Officers Standards and Training Commission Fund created by Section 590.178, RSMo.

3. *Crime Victims' Compensation Fund.* An additional sum of seven dollars fifty cents (\$7.50) shall be assessed and added to the basic costs in Subsection (1) of this Section, provided that no such cost shall be collected in any proceeding when the proceeding or the defendant has been dismissed by the Court. All sums collected pursuant to this Subsection shall be paid at least monthly as follows:

a. Ninety-five percent (95%) of such fees shall be paid to the Director of Revenue of the State of Missouri for deposit as provided in Section 595.045.5, RSMo.

b. Five percent (5%) shall be paid to the City Treasury.

4. There may also be assessed a two dollar (\$2.00) cost per case for each criminal case and each County or municipal ordinance violation case for the purpose of providing operating expenses for shelters for battered persons as set out in Section 488.607, RSMo.

5. Mileage as may be provided by State statute.

6. Any other reasonable cost as may be otherwise provided by ordinance including, but not limited to, costs of confinement, including any necessary transportation related thereto, medical costs incurred by the City while a defendant is in City custody, and costs related to the arrest and testing of any person for any intoxication-related traffic offense as set out in Subsection (7) hereof.

7. *Reimbursement of certain costs of arrest.*

a. Upon a plea or a finding of guilty of violating the provisions of Sections 342.020 or 342.030 of this Code or any ordinance of the City of Harrisonville involving alcohol- or drug-related traffic offenses, the Court may, in addition to imposition of any penalties provided by law, order the convicted person to reimburse the Police Department for the costs associated with such arrest.

b. Such costs hereby authorized shall include the reasonable cost of making the arrest, including the cost of any chemical test made as authorized or required by law or ordinance to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody.

c. The Chief of Police may establish a schedule of such costs hereby authorized and shall submit the same to the Municipal Judge. However, the Court may order the costs reduced if it determines that the costs are excessive.

d. Upon receipt of such additional costs authorized by this Subsection, the City Treasurer shall retain such costs in a separate fund to be known as the "DWI/Drug Offense Cost Reimbursement Fund." Monies with such fund shall be appropriated by the Board of Aldermen to the Police Department in amounts equal to those costs so collected and shall be used by such department specifically to enhance and support the enforcement and prosecution of alcohol- and drug-related traffic laws within the City.

8. In any case where there is a violation of Chapter 195, RSMo., or any City ordinance related thereto, a Judge may, upon a finding of guilt, order a defendant to pay for costs for testing of the substance or substances at a private laboratory.

9. *Inmate Security Fund.* A surcharge in the amount of two dollars (\$2.00) is hereby established and assessed for each municipal ordinance violation case filed in Municipal Court; except that no such surcharge shall be assessed in any proceeding when the proceeding or defendant has been dismissed by the Court or when costs are to be paid by the City of Harrisonville. Such surcharge shall be collected by the Municipal Division Clerk and dispensed to the City Treasurer to be deposited into the "Inmate Security Fund," for reimbursement of expenses incurred for the development and installation of biometric verification systems; and after installation, the funds may be used for the maintenance of biometric verification systems and for expenses related to the custody and housing of prisoners to the City.

10. 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: That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 7th day of November 2022. Read for the second time by title only on the 7th day of November 2022.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 7th day of November, 2022



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

5.D.b

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: November 7, 2022
Re: Changes to various Ordinances regarding the operation of the Harrisonville Municipal Court

GENERAL INFORMATION

Applicant: NA

Requested Actions: Approval

Date of Application: NA

PROPOSAL

During the recent audit of the Harrisonville Municipal Court, it was discovered that multiple ordinances were still in place that have not been updated to reflect current State of Missouri law regarding the operation of a municipal court.

The ordinance are being asked to vote on will propose changes to Municipal Code Sections:

125.190 – Jailing of Defendants

125.250 – Absence of Judge - Procedure

125.300 (A)(5) - Duties

125.320 – Court Costs

Each change that is being made in the ordinance was already being followed in practice by Municipal Court staff. This change will simply keep our formal ordinance consistent with both Missouri law and our own practices.

PREVIOUS ACTIONS

NA

KEY ISSUES

Attachment: Staff report for Municipal Court Ordinance changes (Amending Municipal Court Ordinances)

STAFF COMMENTS AND SUGGESTIONS

To quote Robin Ausmus, Court Services Manager for the Office of State Courts Administrator, “We observed minimal need for improvement from the division and therefore do not anticipate any follow up.”

STAFF RECOMMENDATION

Approval

ATTACHMENTS

STAFF CONTACT:

Daniel Barnett, City Clerk



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: November 3, 2022
SUBJECT: Acceptance of Electric Rate Study findings

Type of Item: *Approval*

E. Action Item (ID # 4372)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE RESULTS OF ELECTRIC COST OF SERVICE STUDY AND RATE DESIGN FROM TOTH & ASSOCIATES INC, COMPLETED IN OCTOBER OF 2022.

Attachments:

Staff Report - Electric Rate Study - 11-02-2022 (DOC)

Harrisonville Electric Rate Study 2022 presentation (PDF)

Accepting findings of Toth and Associates Electric Rate Study 2022 (DOCX)



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

5.E.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: Andy Pollard, Electric Director
Date: November 7, 2022
Re: Proposed Rate Structure as per Rate Study

GENERAL INFORMATION

Applicant:

Requested Actions: Approval of the proposed rate study done by Toth and Associates so that the Electric Department does not continue to operate with reserves. Due to increase in Power Costs has driven the proposed rate increase.

Date of Application: November 2, 2022

PROPOSAL

To maintain the Electric Department and the Electric Services provided by the City of Harrisonville a rate study was performed by Toth and Associates. The current rate increases of 2.5% are not enough to keep the Electric Department operating without using reserve funds due to increase power costs. It is proposed that the rate increase of approximately 12% needed to keep from using reserves be spread over 4 years and perform another rate study in the third year to insure that further increases not be needed resulting in only 0.5% more than expected. The rate study suggests that current service fees are inadequate, also.

PREVIOUS ACTIONS

In 2018 a rate study was conducted by Toth and Associates and no action was taken even though rate changes were needed then.

KEY ISSUES

Continued operation of the Electric System in maintenance and construction has continued to increase in cost. There have only been two increases in the rates since 2008 both of which were started in 2020 with 2.5% being adopted then. The cost of service to the residents continues to go ever so high. In 2020 when I arrived here a 25 kVA transformer cost the city \$871.00 with 16-week delivery. Now, in 2022 that same transformer costs the city \$2350.00 with a 56-week delivery. Poles and other materials that are needed have all seen an increase in cost and delivery time as well.

Attachment: Staff Report - Electric Rate Study - 11-02-2022 (Acceptance of Electric Rate Study findings)

STAFF COMMENTS AND SUGGESTIONS

MPUA is seeing so many cost-of-service studies (Rate Study) being done by cities within Missouri that MPUA submitted bid requests for all its members with multiple firms. Toth and Associates was the vendor of choice for this part of Missouri. Toth and Associates along with Staff have determined that the rate increase is necessary, but we wanted to structure it to where the least amount of impact to our residents was felt.

STAFF RECOMMENDATION

Staff recommends approval of the rate study and structured implementation suggested by Toth and Associates so that we can continue to provide our residents with affordable and reliable power without operating with reserves. If we continue to operate with reserves, we would be unable to sustain the reliability we have all worked so hard to make better over the past 2 years.

ATTACHMENTS

Toth and Associates PowerPoint. Craig Woycheese, CPA, Toth and Associates, presenter

STAFF CONTACT:

Andy Pollard, Electric Director

City of Harrisonville, Missouri

Electric Cost of Service Study and Rate Design

November 7, 2022

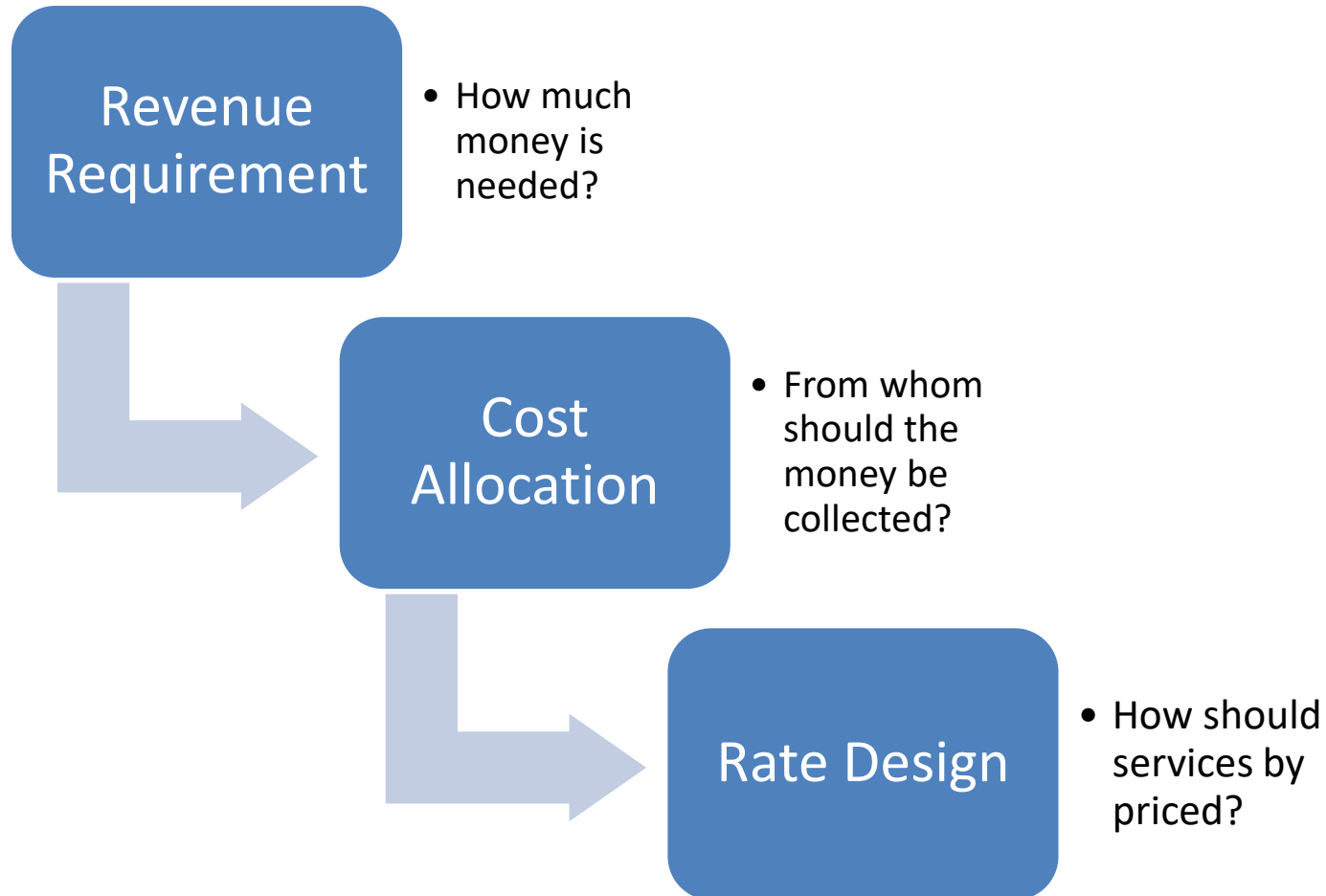
Test Year Ending December 31, 2021

Presented by Craig Woycheese
Senior Utility Rate Consultant

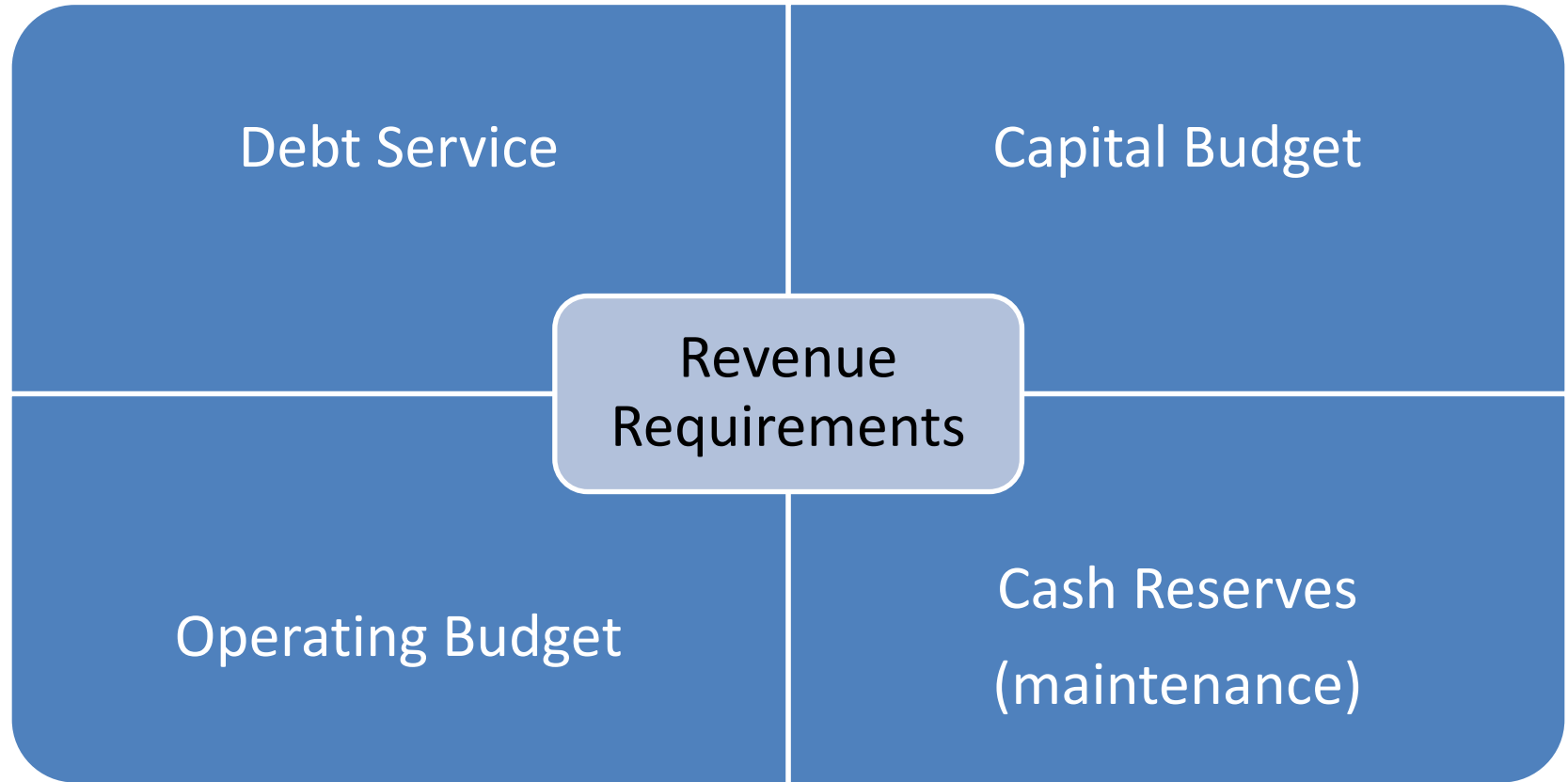
cwoycheese@tothassociates.com



Rate Study Elements



Revenue Requirement



Test Year Electric Data Summary

	Residential Service	Commercial Service	Power & Demand Service
Year End Consumers	4,084	496	307
Consumption (kWh)	42,608,604	4,598,333	48,885,120
Average kWh/Bill	870	780	13,088

Cost of Service Focus and Considerations

- Principal:

To match the costs of providing service to customer classes and to design rates to equitably recover costs
- Considerations:
 - Maintain revenue adequacy
 - Use fair and equitable cost allocations
 - Use practical rate and billing formats
 - Maximize customer understanding and acceptance

Electric Cost **Functionalization** and Classification



Generation - MPUA



Transmission



Distribution - Harrisonville

Unit Cost for Customer-Related Electric Dept. Expenses

Rate Schedule	Current Charge	Adjusted	Year 1	Year 2	Year 3	Year 4
Residential	\$5.35	\$12.61	\$12.99	\$13.38	\$13.78	\$14.19
Commercial	\$10.71	\$25.22	\$25.98	\$26.75	\$27.56	\$28.38
Power & Demand	\$32.13	\$126.09	\$129.88	\$133.77	\$137.78	\$141.92

Revenue from Electric Sales

<u>Rate Class</u>	<u>Adjusted Year</u>	<u>Pro Forma Year 1</u>	<u>Pro Forma Year 2</u>	<u>Pro Forma Year 3</u>	<u>Pro Forma Year 4</u>
Residential Service	\$5,065,584	\$5,222,675	\$5,378,807	\$5,534,939	\$5,691,071
Commerical Service	\$609,067	\$627,772	\$661,542	\$695,313	\$729,083
Power & Demand Service	<u>\$5,383,513</u>	<u>\$5,534,536</u>	<u>\$5,685,558</u>	<u>\$5,836,581</u>	<u>\$5,987,604</u>
	\$11,058,164	\$11,384,983	\$11,725,907	\$12,066,832	\$12,407,757
Revenue Change by Year	--	\$326,819	\$340,925	\$340,925	\$340,925
Percent Change by Year	--	3.0%	3.0%	2.9%	2.8%

Income Statement Summary

0% Inflation

<u>Item</u>	<u>Test Year 2021</u>	<u>Adjusted Year</u>	<u>Pro Forma Year 1</u>	<u>Pro Forma Year 2</u>	<u>Pro Forma Year 3</u>	<u>Pro Forma Year 4</u>
Total Operating Revenues	\$12,162,354	\$11,365,425	\$11,692,244	\$12,033,169	\$12,374,094	\$12,715,019
Total Operating Expenses	\$11,794,787	\$11,674,648	\$11,700,793	\$11,728,067	\$11,755,341	\$11,782,615
Operating Margin	\$367,567	(\$309,222)	(\$8,549)	\$305,102	\$618,753	\$932,404
Less:						
Capital Outlays	\$212,062	\$856,045	\$856,045	\$856,045	\$856,045	\$856,045
Cash Excess/(Deficiency)	\$155,505	(\$1,165,267)	(\$864,594)	(\$550,943)	(\$237,292)	\$76,359

Income Statement Summary

3% Inflation

<u>Item</u>	<u>Test Year 2021</u>	<u>Adjusted Year</u>	<u>Pro Forma Year 1</u>	<u>Pro Forma Year 2</u>	<u>Pro Forma Year 3</u>	<u>Pro Forma Year 4</u>
Total Operating Revenues	\$12,162,354	\$11,365,425	\$11,701,462	\$12,051,881	\$12,374,094	\$12,753,583
Total Operating Expenses	\$11,794,787	\$11,674,648	\$11,791,117	\$11,911,424	\$12,034,522	\$12,160,494
Operating Margin	\$367,567	(\$309,222)	(\$89,655)	\$140,458	\$339,572	\$593,089
Less:						
Capital Outlays	\$212,062	\$856,045	\$881,726	\$908,178	\$935,423	\$963,486
Cash Excess/(Deficiency)	\$155,505	(\$1,165,267)	(\$971,381)	(\$767,720)	(\$595,851)	(\$370,398)

Attachment: Harrisonville Electric Rate Study 2022 presentation (Acceptance of Electric

Cost of Service Summary – 0% Inflation at Present Rates

Item	Residential Service	Commercial Service	Power & Demand Service	Total
kWh Sold	42,608,604	4,598,333	48,885,120	96,092,057
Operating Revenues - Adjusted				
Electric Sales	\$5,065,584	\$609,067	\$5,383,513	\$11,058,164
Other Income	<u>\$140,752</u>	<u>\$16,924</u>	<u>\$149,586</u>	<u>\$307,262</u>
Total Operating Revenues	\$5,206,336	\$625,990	\$5,533,099	\$11,365,425
Operating Expenses				
Non-Franchise Expenses	\$5,549,478	\$680,173	\$5,416,389	\$11,646,040
Franchise Expense	\$405,247	\$48,725	\$430,681	\$884,653
Total Expenses	\$5,954,725	\$728,898	\$5,847,070	\$12,530,693
Operating Margin	(\$748,389)	(\$102,908)	(\$313,971)	(\$1,165,267)
Operating Margin as % of Revenues	-14.4%	-16.4%	-5.7%	-10.3%
<i>Relative Rate or Return</i>	<i>1.40</i>	<i>1.60</i>	<i>0.55</i>	<i>1.00</i>

Cost of Service Summary – 0% Inflation at Proposed Year 1 Rates

Item	Residential Service	Commercial Service	Power & Demand Service	Total
kWh Sold	42,608,604	4,598,333	48,885,120	96,092,057
Operating Revenues - Proposed				
Proposed Electric Sales	\$5,222,675	\$627,772	\$5,534,536	\$11,384,983
Other Income	<u>\$140,752</u>	<u>\$16,924</u>	<u>\$149,586</u>	<u>\$307,262</u>
Total Proposed Operating Income	\$5,363,427	\$644,696	\$5,684,122	\$11,692,244
Operating Expenses				
Non-Franchise Expenses	\$5,549,478	\$680,173	\$5,416,389	\$11,646,040
Franchise Expense	\$417,814	\$50,222	\$442,763	\$910,799
Total Expenses	\$5,967,292	\$730,395	\$5,859,151	\$12,556,838
Proposed Operating Margin	(\$603,865)	(\$85,699)	(\$175,030)	(\$864,594)
Proposed Operating Margin as % of Revenues	-11.3%	-13.3%	-3.1%	-7.4%
<i>Relative Rate or Return</i>	<i>1.52</i>	<i>1.80</i>	<i>0.42</i>	<i>1.00</i>
Rate Schedule \$ Change	\$157,091	\$18,705	\$151,023	\$326,819
Rate Schedule % Change	3.1%	3.1%	2.8%	3.0%

Attachment: Harrisonville Electric Rate Study 2022 presentation (Acceptance of Electric



Cost of Service Summary – 3% Inflation at Proposed Year 1 Rates

Item	Residential Service	Commercial Service	Power & Demand Service	Total
kWh Sold	42,608,604	4,598,333	48,885,120	96,092,057
Operating Revenues - Proposed				
Proposed Electric Sales	\$5,222,675	\$627,772	\$5,534,536	\$11,384,983
Other Income	<u>\$140,752</u>	<u>\$16,924</u>	<u>\$149,586</u>	<u>\$307,262</u>
Total Proposed Operating Income	\$5,363,427	\$644,696	\$5,684,122	\$11,692,244
Operating Expenses				
Non-Franchise Expenses	\$5,608,805	\$688,916	\$5,464,323	\$11,762,044
Franchise Expense	\$417,814	\$50,222	\$442,763	\$910,799
Total Expenses	\$6,026,619	\$739,138	\$5,907,086	\$12,672,843
Proposed Operating Margin	(\$663,192)	(\$94,443)	(\$222,964)	(\$980,599)
Proposed Operating Margin as % of Revenues	-12.4%	-14.6%	-3.9%	-8.4%
<i>Relative Rate or Return</i>	<i>1.47</i>	<i>1.75</i>	<i>0.47</i>	<i>1.00</i>
Rate Schedule \$ Change	\$157,091	\$18,705	\$151,023	\$326,819
Rate Schedule % Change	3.1%	3.1%	2.8%	3.0%

Summary of Existing and Proposed Year 1 Rates

Residential Service			Residential Service		
Monthly Service Charge	@	\$5.35/ Mo	Monthly Service Charge	@	\$7.35/ Mo
First 100 kWh	@	\$0.1589/ kWh	First 100 kWh	@	\$0.1220/ kWh
Next 900 kWh	@	\$0.1157/ kWh	Next 900 kWh	@	\$0.1220/ kWh
Over 1,000 kWh	@	\$0.0948/ kWh	Over 1,000 kWh	@	\$0.1008/ kWh
Power Cost Adjustment	@	(\$0.0031)/ kWh	Power Cost Adjustment	@	(\$0.0031)/ kWh
Residential Service - Electric Heat			Residential Service - Electric Heat		
Monthly Service Charge	@	\$5.35/ Mo	Monthly Service Charge	@	\$7.35/ Mo
First 100 kWh	@	\$0.1589/ kWh	First 100 kWh	@	\$0.1220/ kWh
Next 900 kWh	@	\$0.1157/ kWh	Next 900 kWh	@	\$0.1220/ kWh
Over 1,000 kWh Winter	@	\$0.0818/ kWh	Over 1,000 kWh Winter	@	\$0.0878/ kWh
Over 1,000 kWh Summer	@	\$0.0948/ kWh	Over 1,000 kWh Summer	@	\$0.1008/ kWh
Power Cost Adjustment	@	(\$0.0007)/ kWh	Power Cost Adjustment	@	(\$0.0007)/ kWh
Commerical Service			Commerical Service		
Monthly Service Charge	@	\$10.71/ Mo	Monthly Service Charge	@	\$13.71/ Mo
First 1,000 kWh	@	\$0.1285/ kWh	First 1,000 kWh	@	\$0.1209/ kWh
Over 1,000 kWh	@	\$0.1063/ kWh	Over 1,000 kWh	@	\$0.1209/ kWh
Power Cost Adjustment	@	(\$0.0019)/ kWh	Power Cost Adjustment	@	(\$0.0019)/ kWh
Power & Demand Service			Power & Demand Service		
Monthly Service Charge	@	\$32.13/ Mo	Monthly Service Charge	@	\$42.13/ Mo
All kW Charge	@	\$9.53/ kW	All kW Charge	@	\$9.98/ kW
All kWh Charge	@	\$0.0812/ kWh	All kWh Charge	@	\$0.0822/ kWh
Power Cost Adjustment	@	(\$0.0016)/ kWh	Power Cost Adjustment	@	(\$0.0016)/ kWh

Summary of Proposed Year 2 and Year 3 Rates

Residential Service			Residential Service		
Monthly Service Charge	@	\$9.35/ Mo	Monthly Service Charge	@	\$11.35/ Mo
First 100 kWh	@	\$0.1220/ kWh	First 100 kWh	@	\$0.1220/ kWh
Next 900 kWh	@	\$0.1220/ kWh	Next 900 kWh	@	\$0.1220/ kWh
Over 1,000 kWh	@	\$0.1068/ kWh	Over 1,000 kWh	@	\$0.1128/ kWh
Power Cost Adjustment	@	(\$0.0031)/ kWh	Power Cost Adjustment	@	(\$0.0031)/ kWh
Residential Service - Electric Heat			Residential Service - Electric Heat		
Monthly Service Charge	@	\$9.35/ Mo	Monthly Service Charge	@	\$11.35/ Mo
First 100 kWh	@	\$0.1220/ kWh	First 100 kWh	@	\$0.1220/ kWh
Next 900 kWh	@	\$0.1220/ kWh	Next 900 kWh	@	\$0.1220/ kWh
Over 1,000 kWh Winter	@	\$0.0948/ kWh	Over 1,000 kWh Winter	@	\$0.1018/ kWh
Over 1,000 kWh Summer	@	\$0.1068/ kWh	Over 1,000 kWh Summer	@	\$0.1128/ kWh
Power Cost Adjustment	@	(\$0.0007)/ kWh	Power Cost Adjustment	@	(\$0.0007)/ kWh
Commerical Service			Commerical Service		
Monthly Service Charge	@	\$16.71/ Mo	Monthly Service Charge	@	\$19.71/ Mo
First 1,000 kWh	@	\$0.1244/ kWh	First 1,000 kWh	@	\$0.1279/ kWh
Over 1,000 kWh	@	\$0.1244/ kWh	Over 1,000 kWh	@	\$0.1279/ kWh
Power Cost Adjustment	@	(\$0.0019)/ kWh	Power Cost Adjustment	@	(\$0.0019)/ kWh
Power & Demand Service			Power & Demand Service		
Monthly Service Charge	@	\$52.13/ Mo	Monthly Service Charge	@	\$62.13/ Mo
All kW Charge	@	\$10.43/ kW	All kW Charge	@	\$10.88/ kW
All kWh Charge	@	\$0.0832/ kWh	All kWh Charge	@	\$0.0842/ kWh
Power Cost Adjustment	@	(\$0.0016)/ kWh	Power Cost Adjustment	@	(\$0.0016)/ kWh

Summary of Proposed Year 4 Rates

Residential Service		
Monthly Service Charge	@	\$13.35/ Mo
First 100 kWh	@	\$0.1220/ kWh
Next 900 kWh	@	\$0.1220/ kWh
Over 1,000 kWh	@	\$0.1188/ kWh
Power Cost Adjustment	@	(\$0.0031)/ kWh
Residential Service - Electric Heat		
Monthly Service Charge	@	\$13.35/ Mo
First 100 kWh	@	\$0.1220/ kWh
Next 900 kWh	@	\$0.1220/ kWh
Over 1,000 kWh Winter	@	\$0.1088/ kWh
Over 1,000 kWh Summer	@	\$0.1188/ kWh
Power Cost Adjustment	@	(\$0.0007)/ kWh
Commerical Service		
Monthly Service Charge	@	\$22.71/ Mo
First 1,000 kWh	@	\$0.1314/ kWh
Over 1,000 kWh	@	\$0.1314/ kWh
Power Cost Adjustment	@	(\$0.0019)/ kWh
Power & Demand Service		
Monthly Service Charge	@	\$72.13/ Mo
All kW Charge	@	\$11.33/ kW
All kWh Charge	@	\$0.0852/ kWh
Power Cost Adjustment	@	(\$0.0016)/ kWh

Residential Rate Billing Comparison

<u>Average kWh</u>	<u>Existing Rate</u>	<u>Proposed Year 1 Rate</u>	<u>Carthage</u>	<u>Butler</u>	<u>Osage Valley</u>	<u>Evergy</u>	
						<u>Summer</u>	<u>Winter</u>
770	\$96.39	\$98.92	\$91.81	\$97.69	\$93.01	\$118.32	\$98.94
926	\$113.96	\$117.47	\$106.85	\$116.41	\$105.57	\$139.97	\$111.05
1,132	\$134.40	\$139.17	\$126.70	\$141.13	\$122.16	\$170.41	\$125.94
1,419	\$160.73	\$167.22	\$154.36	\$175.57	\$145.27	\$214.27	\$145.82
<u>2,180</u>	<u>\$230.53</u>	<u>\$241.59</u>	<u>\$227.71</u>	<u>\$266.89</u>	<u>\$206.56</u>	<u>\$330.57</u>	<u>\$198.53</u>
841	\$104.39	\$107.36	\$98.66	\$106.21	\$98.73	\$128.18	\$104.45

Commercial Rate Billing Comparison

<u>Average kWh</u>	<u>Existing Rate</u>	<u>Proposed Year 1 Rate</u>	<u>Rate Change</u>	
			<u>Amount</u>	<u>Percent</u>
751	\$105.75	\$103.04	(\$2.71)	-2.6%

Power & Demand Rate Billing Comparison

<u>Average kWh</u>	<u>Average kW</u>	<u>Existing Rate</u>	<u>Proposed Rate</u>	<u>Rate Change</u>	
				<u>Amount</u>	<u>Percent</u>
12,925	38	\$1,423.15	\$1,463.18	\$40.03	2.8%



CONSULTING ENGINEERS
1550 EAST REPUBLIC ROAD
SPRINGFIELD, MISSOURI 65804
417.888.0645

tothassociates.com

COUNCIL BILL

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE RESULTS OF ELECTRIC COST OF SERVICE STUDY AND RATE DESIGN FROM TOTH & ASSOCIATES INC, COMPLETED IN OCTOBER OF 2022.

WHEREAS, the City of Harrisonville has determined that Toth & Associates Inc. is competent to perform services for the City of Harrisonville; and

WHEREAS, Toth & Associates Inc., was engaged by the City of Harrisonville to develop an Electric Cost of Service Study and Rate Design that evaluates the financial planning implications of future operating costs and anticipated capital improvements, and proposes rates to adequately and equitably recover costs for the electric utility.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to accept the results of the Electric Cost of Service Study and Rate Design from Toth & Associates Inc., completed in October of 2022.

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 7TH DAY OF NOVEMBER 2022.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

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

Attachment: Accepting findings of Toth and Associates Electric Rate Study 2022 (Acceptance of Electric Rate Study findings)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 7th day of November 2022.



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: November 3, 2022
SUBJECT: Code Changes

Type of Item: *Approval*

F. Action Item (ID # 4370)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 500.020 ET SEQ. TO MAKE THE COMMUNITY DEVELOPMENT DEPARTMENT THE ENFORCEMENT AGENCY REGARDING SPECIFIC CODES

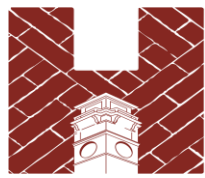
Attachments:

Morris Staff Report (DOC)

Morris Code Changes (DOCX)

Morris code change commentary (DOCX)

O. Ordinance for Section 500 Changes (00042391xC1FED) MORRIS FINAL EDIT (DOCX)



To: Board of Aldermen, Regular Session

From: John Morris, Senior Building Inspector

Date: November 7, 2022

Re: Building and Property Maintenance Code ordinance revisions

GENERAL INFORMATION

Applicant: N/A

Requested Actions: Consideration of proposed related ordinance changes

Date of Application: N/A

PROPOSAL

- Return the Community Development Department to the enforcing agency of adopted codes, rather than our Public Works Department.
- Remove the Director of Public Works as an administrator of the adopted codes.
- Include the Director of Community Development as an administrator of the adopted codes.
- Return Building & Codes Division to Community Development Department

PREVIOUS ACTIONS

- In 2020 municipal ordinance was changed to reflect the responsibilities of code enforcement under the Public Works Department and the Public Works Director was added as an administrator of the codes.
- In 2022 the city filled the Director of Community Development position.

KEY ISSUES

The Building and Codes Division enforces these adopted codes and has been placed back within the Community Development Department. The two divisions have been under the direction of the Director of Community Development since April of 2022.

STAFF COMMENTS AND SUGGESTIONS

- Modify proposed code sections to reflect the Community Development Department as the enforcing agency.
- Modify proposed code sections to reflect the Director of Community Development as an administrator of the codes

Attachment: Morris Staff Report (Code Changes)

STAFF RECOMMENDATION

Staff recommends:

1. **Modification of amendments to the adopted International Building Code**
2. **Modification of amendments to the adopted International Residential Code**
3. **Modification of amendments to the adopted International Mechanical Code**
4. **Modification of amendments to the adopted International Plumbing Code**
5. **Modification of amendments to the adopted International Fuel Gas Code**
6. **Modification of amendments to the adopted International Property Maintenance Code**
7. **Modification of amendments to the adopted International Swimming Pool and Spa Code**

ATTACHMENTS

1. **Staff commentary and proposed ordinance modifications of sections 500.020, 500.080, 500.120, 500.160, 500.210, 500.330 & 500.430**

STAFF CONTACT: John Morris, Senior Building Inspector

Page 1
Title V Building and Construction
Chapter 500 Building and Property Maintenance Codes
Section 500.020 Amendments

CURRENT

Section 500.020 Subsection A

The Building Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

3. IBC Section 103, Department of Building Safety, shall be amended as follows:

a. Delete "Department of Building Safety" and insert "Department of Public Works."

b. IBC Section 103.1, Creation of enforcement agency, shall be amended as follows: Delete the entire paragraph and insert "The Department of Public Works is hereby created and the official in charge thereof, or designee, for purposes of administration of this code shall be known as the 'Building Official,' 'Code Official,' or 'Director of Public Works.' "

PROPOSED

Section 500.020 Subsection A

The Building Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

3. IBC Section 103, Department of Building Safety, shall be amended as follows:

a. Delete "Department of Building Safety" and insert "Community Development Department"

b. IBC Section 103.1, Creation of enforcement agency, shall be amended as follows: Delete the entire paragraph and insert "Community Development Department" is hereby created and the official in charge thereof, or designee, for purposes of administration of this code shall be known as the 'Building Official,' 'Code Official,' or 'Director of Community Development.' "

Attachment: Morris Code Changes (Code Changes)

Page 2
 Title V Building and Construction
 Chapter 500 Building and Property Maintenance Codes
 Article II International Residential Code
 Section 500.080 Amendments

CURRENT

Section 500.080 Subsection A

The Residential Code for One- and Two-Family Dwellings adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IRC Section R103, Department of Building Safety, shall be amended as follows: Delete "Department of Building Safety" and insert "**Public Works Department.**"

3. IRC Section R103.1, Creation of enforcement agency, shall be amended as follows: Delete the entire paragraph and insert: "**The Public Works Department** is hereby created and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or '**Director of Public Works.**' "

PROPOSED

Section 500.080 Subsection A

The Residential Code for One- and Two-Family Dwellings adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IRC Section R103, Department of Building Safety, shall be amended as follows: Delete "Department of Building Safety" and insert "**Community Development Department**"

3. IRC Section R103.1, Creation of enforcement agency, shall be amended as follows: Delete the entire paragraph and insert: The "**Community Development Department**" is hereby created and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or '**Director of Community Development.**' "

Attachment: Morris Code Changes (Code Changes)

Page 3
Title V Building and Construction
Chapter 500 Building and Property Maintenance Codes
Article III International Mechanical Code
Section 500.120 Amendments

CURRENT

Section 500.120 Subsection A

The International Mechanical Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IMC Section 103, Department of Mechanical Inspection, shall be amended as follows: Delete "Department of Mechanical Inspection" and insert "Public Works Department."

3. IMC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Public Works Department is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Public Works.' "

PROPOSED

Section 500.120 Subsection A

The International Mechanical Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IMC Section 103, Department of Mechanical Inspection, shall be amended as follows: Delete "Department of Mechanical Inspection" and insert "Community Development Department"

3. IMC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department" is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or "Director of Community Development"

Attachment: Morris Code Changes (Code Changes)

Page 4
 Title V Building and Construction
 Chapter 500 Building and Property Maintenance Codes
 Article IV International Plumbing Code
 Section 500.160 Amendments

CURRENT

Section 500.160 Subsection A

The Plumbing Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPC Section 103, Department of Plumbing Inspection, shall be amended as follows: Delete "Department of Plumbing Inspection" and insert "Public Works Department."

3. IPC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Public Works Department is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Public Works.'"

PROPOSED

Section 500.160 Subsection A

The Plumbing Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPC Section 103, Department of Plumbing Inspection, shall be amended as follows: Delete "Department of Plumbing Inspection" and insert "Community Development Department"

3. IPC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department" is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Community Development'"

Attachment: Morris Code Changes (Code Changes)

Page 5
Title V Building and Construction
Chapter 500 Building and Property Maintenance Codes
Article V International Fuel Gas Code
Section 500.210 Amendments

CURRENT

Section 500.210 Subsection A

The Fuel Gas Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IFGC Section 103, Department of Inspection, shall be amended as follows: Delete "Department of Inspection" and insert "**Public Works Department.**"

3. IFGC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "**The Public Works Department** is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the Building Official, Code Official or **Director of Public Works.**"

PROPOSED

Section 500.210 Subsection A

The Fuel Gas Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IFGC Section 103, Department of Inspection, shall be amended as follows: Delete "Department of Inspection" and insert "**Community Development Department.**"

3. IFGC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "**The Community Development Department**" is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the Building Official, Code Official or **Director of Community Development.**"

Attachment: Morris Code Changes (Code Changes)

Page 6
Title V Building and Construction
Chapter 500 Building and Property Maintenance Codes
Article VII International Property Maintenance Code
Section 500.330 Amendments

CURRENT

Section 500.330 Subsection A

The International Property Maintenance Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPMC Section 103, Department of Property Maintenance Inspection, shall be amended as follows: Delete "Department of Property Maintenance Inspection" and insert "**Public Works Department.**"

3. IPMC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "**The Public Works Department** is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or '**Director of Public Works.**' "

PROPOSED

Section 500.330 Subsection A

The International Property Maintenance Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPMC Section 103, Department of Property Maintenance Inspection, shall be amended as follows: Delete "Department of Property Maintenance Inspection" and insert "**Community Development Department.**"

3. IPMC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "**The Community Development Department** is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or '**Director of Community Development.**' "

Attachment: Morris Code Changes (Code Changes)

Page 7
 Title V Building and Construction
 Chapter 500 Building and Property Maintenance Codes
 Article X International Swimming Pool and Spa Code
 Section 500.430 Amendments

CURRENT

Section 500.430 Subsection A

The International Swimming Pool and Spa Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPSC Section 103, Department of Property Maintenance Inspection, shall be amended as follows: Delete "Department of Property Maintenance Inspection" and insert "Public Works Department."

3. IPSC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Public Works Department is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Public Works' .'"

PROPOSED

Section 500.430 Subsection A

The International Swimming Pool and Spa Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPSC Section 103, Department of Property Maintenance Inspection, shall be amended as follows: Delete "Department of Property Maintenance Inspection" and insert "Community Development Department."

3. IPSC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Community Development.'"

Attachment: Morris Code Changes (Code Changes)



These sections refer to the amendments of our adopted building and property maintenance codes, creation of the enforcement agency and the officials in charge thereof. Our intention is to return the Community Development Department to the enforcing agency and the Director of Community Development as an administrator of the codes. Please see corresponding pages with the current and proposed verbiage.

Page 1

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article I International Building Code
Section 500.020 Amendments**

Page 2

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article II International Residential Code
Section 500.080 Amendments**

Page 3

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article III International Mechanical Code
Section 500.080 Amendments**

Page 4

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article IV International Plumbing Code
Section 500.120 Amendments**

Page 5

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article V International Fuel Gas Code
Section 500.120 Amendments**

Page 6

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article VII International Property
Maintenance Code
Section 500.330 Amendments**

Page 7

**Title V Building and Construction
Chapter 500 Building and Property
Maintenance Codes
Article X International Swimming Pool
and Spa Code
Section 500.430 Amendments**

Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AMENDING SECTIONS 500.020 ET SEQ. TO MAKE
THE COMMUNITY DEVELOPMENT DEPARTMENT THE ENFORCEMENT
AGENCY REGARDING SPECIFIC CODES**

WHEREAS, the City of Harrisonville desires to amend its Municipal Code to make the Community Development Department the enforcement agency for particular Municipal Code sections.

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

Section 1: Section 500.020(A)(3) is hereby established to read as follows:

“A. The Building Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

3. IBC Section 103, Department of Building Safety shall be amended as follows:
 - a. Delete “Department of Building Safety” and insert “Community Development Department.”
 - b. IBC Section 103.1, Creation of enforcement agency, shall be amended as follows: Delete the entire paragraph and insert ‘The Community Development Department is hereby created and the official in charge thereof, or designee, for purposes of administration of this code shall be known as the 'Building Official,' 'Code Official,' or 'Director of Community Development Department.'”

Section 2: Section 500.080(A)(2)(3) is hereby established to read as follows:

“A. The Residential Code for One- and Two-Family Dwellings adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IRC Section R103, Department of Building Safety, shall be amended as follows: Delete "Department of Building Safety" and insert "Community Development Department.”
3. IRC Section R103.1, Creation of enforcement agency, shall be amended as follows: Delete the entire paragraph and insert: The "Community Development Department” is hereby created and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or Director of Community Development.' "

Section 3: Section 500.120(A)(2)(3) is hereby amended to read as follows:

“A. The International Mechanical Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IMC Section 103, Department of Mechanical Inspection, shall be amended as follows: Delete "Department of Mechanical Inspection" and insert "Community Development Department.”
3. IMC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department” is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or “Director of Community Development.”

Section 4: Section 500.160(A)(2)(3) is hereby amended to read as follows:

“A. The Plumbing Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPC Section 103, Department of Plumbing Inspection, shall be amended as follows: Delete "Department of Plumbing Inspection" and insert “Community Development Department.”
3. IPC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department” is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Community Development.’

Section 5: Section 500.210(A)(2)(3) is hereby amended to read as follows:

“A. The Fuel Gas Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IFGC Section 103, Department of Inspection, shall be amended as follows: Delete "Department of Inspection" and insert "Community Development Department.”
3. IFGC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department” is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the Building Official, Code Official or Director of Community Development.”

Section 6: Section 500.330(A)(2)(3) is hereby amended to read as follows:

“A. The International Property Maintenance Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPMC Section 103, Department of Property Maintenance Inspection, shall be amended as

follows: Delete "Department of Property Maintenance Inspection" and insert "Community Development Department."

3. IPMC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Community Development.'"

Section 7: Section 500.430(A)(2)(3) is hereby amended to read as follows:

"A. The International Swimming Pool and Spa Code adopted by the provisions of this Article is hereby amended and/or modified in the following respects:

2. IPSC Section 103, Department of Property Maintenance Inspection, shall be amended as follows: Delete "Department of Property Maintenance Inspection" and insert "Community Development Department."
3. IPSC Section 103.1, General, shall be amended as follows: Delete the entire paragraph and insert "The Community Development Department is hereby created, and the official in charge thereof for purposes of administration of this Code shall be known as the 'Building Official,' 'Code Official' or 'Director of Community Development.'"

Section 8: That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 7th day of November 2022. Read for the second time by title only on the 7th day of November 2022.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 7th day of November, 2022



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: November 3, 2022
SUBJECT: Home Occupations

Type of Item: *Approval*

G. Action Item (ID # 4373)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTION 405.550 OF THE CITY OF HARRISONVILLE MUNICIPAL CODE

Attachments:

- 1 BOA RS 11_7_22 staff report 405_550 home occupations code changes (PDF)
- 2 BOA RS 11_7_22 405_550 Accessory Uses_Home Occupations and Businesses code change (PDF)
- 3 Missouri Revisor of Statutes - Revised Statutes of Missouri RSMo Section 71.990 (PDF)
- 4 Missouri Revisor of Statutes - Revised Statutes of Missouri RSMo Section 89.500 (PDF)
- O. Ordinance for Home Businesses (00042397xC1FED) (PDF)



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

STAFF REPORT

To: BOA Regular Session
From: Chris Arthur, Building Official and Christina Stanton, Community Development Director
Date: November 7th, 2022
Re: Consider changes to City Municipal Code Section 405.550, Accessory Uses, to line up new State Statutes regarding “home-based businesses and occupations”. Ordinance for Municipal Code changes for same.

GENERAL INFORMATION

Applicant: N/A
Requested Actions: Discussion, consensus, ordinance approval.
Date of Application: November 7th, 2022

PROPOSAL

In order to continue to ensure the Regulation of Public Health and Safety and to bring City Municipal Code back in line with Revised (8/28/2022) State Statutes regarding home businesses and jurisdictional regulation of same, Staff is proposing changes to Section 405.550.

PREVIOUS ACTIONS

N/A

KEY ISSUES

State Statutes have recently been revised to limit jurisdictional regulations of home-based businesses and occupations.

STAFF COMMENTS AND SUGGESTIONS

Staff would suggest the BOA consider and approve the staff proposed changes to Section 405.550.

STAFF RECOMMENDATION

Staff recommends revising our City Municipal Code to maintain Regulation of Public Health and Safety, and to comply with revised enabling State Statutes.

ATTACHMENTS

Please see the attached. (applicable State Revised Statutes, City Municipal Code sections, and staff proposed changes and commentary)

STAFF CONTACTS:

Chris Arthur, Building Official
 Christina Stanton, Community Development Director.



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

Existing Municipal Code in black.

Changes in red.

Commentary in green.

Due to the recent 2022 changes made by the Missouri State Legislature regarding the limitations on restrictions by political subdivisions on “home-based work” and “home-based businesses”, specifically the Missouri State Statutes 71.990 and 89.500, the City’s Municipal Code needed updating regarding these types of accessory uses and the language of Section 405.550 in our adopted municipal code. Staying up to date and in concert with State Enabling Statute is a very important and on-going aspect of Municipal Code Adoption and Enforcement. Staff recommends the following changes be adopted.

Section 405.550 Accessory Uses

[Ord. No. 1825, 5-13-1991; Ord. No. 2504 §1, 6-8-1998; Ord. No. 3038 §3, 6-2-2008; Ord. No. 3107 §§8 — 9, 10-19-2009; Ord. No. 3166 §1, 6-20-2011]

A.

General Regulations. Buildings and structures may be erected and land may be used for purposes which are clearly incidental to and customarily and commonly associated with the main permitted use of the premises. A use or structure shall be considered an accessory when it is associated in conjunction with the principal use and is incidental and integrally related to the principal use. Such accessory buildings and uses shall be so constructed, maintained and conducted as to not produce noise, vibration, concussion, dust, dirt, fly ash, odor, noxious gases, and heat or glare which is injurious, unhealthful or disturbing to adjacent property or the users thereof and shall be on the premises of the main use. The following uses shall be permitted as accessory to main uses permitted in this Chapter:

B.

~~The following home occupations are permitted in the following zoning districts "E", "R-1", "R-1M" and "R-2".~~

1.

~~Accountant.~~

2.

~~Analyst.~~

3.

~~Architect.~~

4.

~~Artist.~~

5.

~~Art restoration.~~

6.

~~Author or writer.~~

~~7.~~

~~Billing agent.~~

~~8.~~

~~Bookkeeper.~~

~~9.~~

~~Clergyman.~~

~~10.~~

~~Computer programmer, web designer.~~

~~11.~~

~~Composer.~~

~~12.~~

~~Consulting services.~~

~~13.~~

~~Contractor.~~

~~14.~~

~~Counselor.~~

~~15.~~

~~Data processing.~~

~~16.~~

~~Day care for ten (10) or less children. Day cares required by the State of Missouri to be licensed must provide proof of said license.~~

~~17.~~

~~Drafting, graphic services.~~

~~18.~~

~~Engineer.~~

~~19.~~

~~Financial planning, investment services.~~

~~20.~~

~~Hairdresser, cosmetologist.~~

~~21.~~

~~Home cooking, preserving.~~

~~22.~~

~~House cleaning services.~~

~~23.~~

~~Interior design services.~~

~~24.~~

~~Jewelry making, jeweler.~~

~~25.~~

~~Lawyer.~~

~~26.~~

~~Locksmith.~~

~~27.~~

~~Photographer.~~

~~28.~~

~~Planner.~~

~~29.~~

~~Sales person.~~

~~30.~~

~~Seamstress, dressmaker, tailor.~~

~~31.~~~~Secretarial services, typist.~~~~32.~~~~Swimming pool cleaning.~~~~33.~~~~Tax return preparation.~~~~34.~~~~Teaching or instruction provided not more than three (3) students are taught at any one time and not more than twelve (12) students per day, excluding informal study groups such as literary clubs, scouting activities, gardening clubs, 4H activities, and religious discussion activities.~~

Home-Based Work and Occupations as defined and limited by Missouri State Statutes 71.990 and 89.500, as enumerated herein:

71.990 Home-based business, use of residential dwelling — limitations on restrictions by political subdivisions — reasonable regulations permitted. —

1. As used in this section, the following terms mean:

- (1) "Goods", any merchandise, equipment, products, supplies, or materials;
- (2) "Home-based business", any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.

2. Any person who resides in a residential dwelling may use the residential dwelling for a home-based business unless such use is restricted by:

- (1) Any deed restriction, covenant, or agreement restricting the use of land; or
- (2) Any master deed, bylaw, or other document applicable to a common-interest ownership community.

3. Except as prescribed under subsection 4 of this section, a political subdivision shall not prohibit the operation of a no-impact, home-based business or otherwise require a person to apply for, register for, or obtain any permit, license, variance, or other type of prior approval from the political subdivision to operate a no-impact, home-based business. For the purposes of this section, a home-based business qualifies as a no impact, home-based business if:

- (1) The total number of employees and clients onsite at one time does not exceed the occupancy limit for the residential dwelling; and
- (2) The activities of the business:
 - (a) Are limited to the sale of lawful goods and services;
 - (b) May involve having more than one client on the property at one time;
 - (c) Do not cause a substantial increase in traffic through the residential area;
 - (d) Do not violate any parking regulations established by the political subdivision;
 - (e) Occur inside the residential dwelling or in the yard of the residential dwelling;
 - (f) Are not visible from the street; and
 - (g) Do not violate any narrowly tailored regulation established under subsection 4 of this section.

4. A political subdivision may establish reasonable regulations on a home-based business if the regulations are narrowly tailored for the purpose of:

(1) Protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; or

(2) Ensuring that the business activity is compliant with state and federal law and paying applicable taxes.

5. No political subdivision shall require a person, as a condition of operating a home-based business, to:

(1) Rezone the property for commercial use;

(2) Obtain a home-based business license; or

(3) Install or equip fire sprinklers in a single-family detached residential dwelling or any residential dwelling with no more than two dwelling units.

6. Whether a regulation complies with this section is a judicial question.

89.500 Home-based work — limitation on zoning restrictions. —

1. As used in this section, the term "home-based work" means any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.

2. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not:

(1) Prohibit mail order or telephone sales for home-based work;

(2) Prohibit service by appointment within the home or accessory structure;

(3) Prohibit or require structural modifications to the home or accessory structure;

(4) Restrict the hours of operation for home-based work; or

(5) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure.

3. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not contain provisions that explicitly restrict or prohibit a particular occupation.

4. The application of this section does not supersede any deed restriction, covenant, or agreement restricting the use of land nor any master deed, by law or other document applicable to a common interest ownership community.

C. B.

The following conditions and restrictions apply to such customary home occupations:

1.

~~Area of use. Home occupations shall be entirely contained within the interior of a residence, garage or accessory structures on the site. Equipment or materials used in a home occupation may not be stored outside the residence. No visible evidence of the business shall be apparent from the street or the surrounding area. No more than twenty-five percent (25%) of the area of the structure shall be used for the home-based business. Exception: Family day care homes will be allowed to have an outside play~~

~~area. One (1) trailer, up to eighteen (18) feet in length, may be permitted under the provisions of Section 405.525, Special Use Permits.~~

~~2.~~

~~Employees. The home occupation shall be restricted to family members residing on the premises with no assistance from other individuals or groups.~~

~~3.~~

~~Sales, repairs and leasing.~~

~~a.~~

~~The commercial exchange of tangible goods or other items constituting a sale between the proprietor of a home occupation and members of the general public shall not be permitted on the premises of a home occupation. "Members of the general public" shall not include persons in the home by prior individualized invitation.~~

~~b.~~

~~The repair of items as a home occupation may occur only when the delivery and pickup of the items is conducted off the premises by the proprietor of the home occupation. No trips shall be generated to or from the home occupation by customers with items which have been or are to be repaired.~~

~~4.~~ 1.

Traffic and parking. If parking for a home occupation occurs in a manner or frequency which causes disturbance to the normal traffic flow for the neighborhood, the occupation shall be considered a business best operated in a commercial district rather than as a home occupation and will no longer be permitted as an accessory use.

~~5.~~ 2.

Changes to exterior. The appearance of a dwelling as a residence shall not be altered to the extent that attention is drawn to the structure as a business operation.

~~6.~~ 3.

Nuisance controls. A home occupation shall not create noise, dust or dirt, heat, smoke, odors, vibration or glare or bright lighting which would be in excess of that created by a single residential dwelling. The production, dumping or storage of combustible or toxic substances shall not be permitted on site. Additionally, a home occupation shall not create interference with, or fluctuations of, radio or television transmission or reception.

~~7.~~ 4.

Signage. No signage or other forms of advertising pertaining to the home occupation may be placed or painted onto the exterior of the residence or in the yard of a residence, except as permitted by Chapter 435, Signs.

~~8.~~ 5.

Other regulations. Home occupations shall comply with all other local, State or Federal regulations pertinent to the activity pursued, and the imposition of requirements under this Chapter shall not be construed as an exemption from such regulations.

6.

For the purpose of defining the occupancy limit for the residential dwelling, herein referenced in the applicable State Statues, the occupancy limit shall be as stated in the City of Harrisonville's adopted Building Code, the ICC International Building Code, one (1) occupant per two hundred (200) square feet, of owner or tenant controlled, occupiable building or space, not including common areas of rented or leased spaces, as per IBC Chapter 10 Table 1004.5.

7.

Sales of Lawful Goods and Services by home-based businesses shall be by appointment only and within the home or accessory structure only. Any modifications or alterations to structures which would normally

require a building permit shall require the home-based business owner to apply for a building permit before commencing with any such work.

8.

No home-based business activity may be undertaken which is visible from the street or public way. No equipment or materials used in a home-based business or occupation may be stored outside of the residence or accessory buildings.

9.

All home-based businesses shall be prohibited from any business activity which compromises the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control.

10.

All home-based businesses shall be required to comply with all State and Federal laws and pay all applicable taxes and fees. Any home-based business which chooses to apply for a City of Harrisonville business license, for any reason, shall comply with Chapter 605 of the Harrisonville Municipal Code.

11.

Types of businesses specifically prohibited from home-based business status include but are not limited to manufacturing, providing, or selling of any intoxicating liquor, cigarettes or any tobacco products, amusements, pawn brokers or small loan establishments, massage services, health care services, adult businesses, and tattooing or body piercing or body branding.

12.

Any home-based businesses which cause any substantial increase, at any time, in traffic through a residential area, or causes any violations of any City of Harrisonville parking regulations, is prohibited.

13.

Any home-based businesses which cause any violations of Harrisonville Municipal Code, including but not limited to Chapters: 200, 205, 208, 210, 215, 220, 225, 230, 240, 245, 250, 255, and 260, is prohibited.

14.

No home-based business which sells goods or services to clients by appointment shall operate this aspect of the business outside of normally accepted business hours of 8am to 6pm Monday through Saturday and 12pm to 6pm Sunday. In person client transactions outside of these hours will be determined to change the residential character of the residential building and adversely affect the character of the surrounding neighborhood and will be prohibited.

Revisor of Missouri

Words 1st search term or section number And 2nd search term

Title VII CITIES, TOWNS AND VILLAGES

Chapter 71

Effective - 28 Aug 2022

71.990. Home-based business, use of residential dwelling — limitations on restrictions by political subdivisions — reasonable regulations permitted. — 1. As used in this section, the following terms mean:

- (1) "Goods", any merchandise, equipment, products, supplies, or materials;
- (2) "Home-based business", any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.
2. Any person who resides in a residential dwelling may use the residential dwelling for a home-based business unless such use is restricted by:
 - (1) Any deed restriction, covenant, or agreement restricting the use of land; or
 - (2) Any master deed, bylaw, or other document applicable to a common-interest ownership community.
3. Except as prescribed under subsection 4 of this section, a political subdivision shall not prohibit the operation of a no-impact, home-based business or otherwise require a person to apply for, register for, or obtain any permit, license, variance, or other type of prior approval from the political subdivision to operate a no-impact, home-based business. For the purposes of this section, a home-based business qualifies as a no impact, home-based business if:
 - (1) The total number of employees and clients onsite at one time does not exceed the occupancy limit for the residential dwelling; and
 - (2) The activities of the business:
 - (a) Are limited to the sale of lawful goods and services;
 - (b) May involve having more than one client on the property at one time;
 - (c) Do not cause a substantial increase in traffic through the residential area;
 - (d) Do not violate any parking regulations established by the political subdivision;
 - (e) Occur inside the residential dwelling or in the yard of the residential dwelling;
 - (f) Are not visible from the street; and
 - (g) Do not violate any narrowly tailored regulation established under subsection 4 of this section.
4. A political subdivision may establish reasonable regulations on a home-based business if the regulations are narrowly tailored for the purpose of:
 - (1) Protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; or
 - (2) Ensuring that the business activity is compliant with state and federal law and paying applicable taxes.
5. No political subdivision shall require a person, as a condition of operating a home-based business, to:
 - (1) Rezone the property for commercial use;
 - (2) Obtain a home-based business license; or
 - (3) Install or equip fire sprinklers in a single-family detached residential dwelling or any residential dwelling with no more than two dwelling units.
6. Whether a regulation complies with this section is a judicial question.

(L. 2022 H.B. 1662)

---- end of effective 28 Aug 2022 ----
use this link to bookmark section 71.990

Click here for the **Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law**

In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.

► Other Information

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History and Fun Facts



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Attachment: 3 Missouri Revisor of Statutes - Revised Statutes of Missouri RSMo Section 71.990 (Home Occupations)

Revisor of Missouri

Words 1st search term or section number And 2nd search term

Title VII CITIES, TOWNS AND VILLAGES

Chapter 89

< > Effective - 28 Aug 2022 ↓

89.500. Home-based work — limitation on zoning restrictions. — 1. As used in this section, the term "**home-based work**" means any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.

2. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not:

- (1) Prohibit mail order or telephone sales for home-based work;
- (2) Prohibit service by appointment within the home or accessory structure;
- (3) Prohibit or require structural modifications to the home or accessory structure;
- (4) Restrict the hours of operation for home-based work; or
- (5) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure.

3. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not contain provisions that explicitly restrict or prohibit a particular occupation.

4. The application of this section does not supersede any deed restriction, covenant, or agreement restricting the use of land nor any master deed, by law or other document applicable to a common interest ownership community.

(L. 2022 H.B. 1662)

---- end of effective 28 Aug 2022 ----
[use this link to bookmark section 89.500](#)

Click here for the [Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law](#)

In accordance with Section [3.090](#), the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



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Missouri Senate



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History and Fun Facts

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Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AMENDING SECTION 405.550 OF THE CITY OF
HARRISONVILLE MUNICIPAL CODE**

WHEREAS, the City of Harrisonville desires to amend its Municipal Code to make changes consistent with recently passed Missouri law regarding home businesses.

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

Section 1: Section 405.550(A)(B) and (C) is hereby amended to read as follows:

“A. *General Regulations.* Buildings and structures may be erected and land may be used for purposes which are clearly incidental to and customarily and commonly associated with the main permitted use of the premises. A use or structure shall be considered an accessory when it is associated in conjunction with the principal use and is incidental and integrally related to the principal use. Such accessory buildings and uses shall be so constructed, maintained and conducted as to not produce noise, vibration, concussion, dust, dirt, fly ash, odor, noxious gases, and heat or glare which is injurious, unhealthful or disturbing to adjacent property or the users thereof and shall be on the premises of the main use. The following uses shall be permitted as accessory to main uses permitted in this Chapter:

Home-Based Work and Occupations as defined and limited by Missouri Revised Statutes 71.990 and 89.500, and as restated herein:

1. As used in this section, the following terms mean:

- (1) "Goods", any merchandise, equipment, products, supplies, or materials;
- (2) "Home-based business", any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.

2. Any person who resides in a residential dwelling may use the residential dwelling for a home-based business unless such use is restricted by:

- (1) Any deed restriction, covenant, or agreement restricting the use of land; or
- (2) Any master deed, bylaw, or other document applicable to a common-interest ownership community.

3. Except as prescribed under subsection 4 of this section, a political subdivision shall not prohibit the operation of a no-impact, home-based business or otherwise require a person to apply

for, register for, or obtain any permit, license, variance, or other type of prior approval from the political subdivision to operate a no-impact, home-based business. For the purposes of this section, a home-based business qualifies as a no impact, home-based business if:

- (1) The total number of employees and clients onsite at one time does not exceed the occupancy limit for the residential dwelling; and
- (2) The activities of the business:
 - (a) Are limited to the sale of lawful goods and services;
 - (b) May involve having more than one client on the property at one time;
 - (c) Do not cause a substantial increase in traffic through the residential area;
 - (d) Do not violate any parking regulations established by the political subdivision;
 - (e) Occur inside the residential dwelling or in the yard of the residential dwelling;
 - (f) Are not visible from the street; and
 - (g) Do not violate any narrowly tailored regulation established under subsection 4 of this section.

4. A political subdivision may establish reasonable regulations on a home-based business if the regulations are narrowly tailored for the purpose of:

- (1) Protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; or
- (2) Ensuring that the business activity is compliant with state and federal law and paying applicable taxes.

5. No political subdivision shall require a person, as a condition of operating a home-based business, to:

- (1) Rezone the property for commercial use;
- (2) Obtain a home-based business license; or
- (3) Install or equip fire sprinklers in a single-family detached residential dwelling or any residential dwelling with no more than two dwelling units.

6. Whether a regulation complies with this section is a judicial question

89.500 Home-based work — limitation on zoning restrictions. —

7. As used in this section, the term "home-based work" means any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.

8. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not:

- (1) Prohibit mail order or telephone sales for home-based work;
- (2) Prohibit service by appointment within the home or accessory structure;
- (3) Prohibit or require structural modifications to the home or accessory structure;
- (4) Restrict the hours of operation for home-based work; or
- (5) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure.

9. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not contain provisions that explicitly restrict or prohibit a particular occupation.

10. The application of this section does not supersede any deed restriction, covenant, or agreement restricting the use of land nor any master deed, by law or other document applicable to a common interest ownership community.

B. The following conditions and restrictions apply to such home occupations.

1. *Traffic and parking.* If parking for a home occupation occurs in a manner or frequency which causes disturbance to the normal traffic flow for the neighborhood, the occupation shall be considered a business best operated in a commercial district rather than as a home occupation and will no longer be permitted as an accessory use.

2. *Changes to exterior.* The appearance of a dwelling as a residence shall not be altered to the extent that attention is drawn to the structure as a business operation.

3. *Nuisance controls.* A home occupation shall not create noise, dust or dirt, heat, smoke, odors, vibration or glare or bright lighting which would be in excess of that created by a single residential dwelling. The production, dumping or storage of combustible or toxic substances shall not be permitted on site. Additionally, a home occupation shall not create interference with, or fluctuations of, radio or television transmission or reception.

4. *Signage.* No signage or other forms of advertising pertaining to the home occupation may be placed or painted onto the exterior of the residence or in the yard of a residence, except as permitted by Chapter 435, Signs.

5. *Other regulations.* Home occupations shall comply with all other local, State or Federal regulations pertinent to the activity pursued, and the imposition of requirements under this Chapter shall not be construed as an exemption from such regulations.

6. For the purpose of defining the occupancy limit for the residential dwelling, herein referenced in the applicable State Statutes, the occupancy limit shall be as stated in the City of Harrisonville's adopted Building Code, the ICC International Building Code, one (1) occupant per two hundred (200) square feet, of owner or tenant controlled, occupiable building or space, not including common areas of rented or leased spaces, as per IBC Chapter 10 Table 1004.5.

7. Sales of Lawful Goods and Services by home-based businesses shall be by appointment only and within the home or accessory structure only. Any modifications or alterations to structures

which would normally require a building permit shall require the home-based business owner to apply for a building permit before commencing with any such work.

8. No home-based business activity may be undertaken which is visible from the street or public way. No equipment or materials used in a home-based business or occupation may be stored outside of the residence or accessory buildings.

9. All home-based businesses shall be prohibited from any business activity which compromises the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control.

10. All home-based businesses shall be required to comply with all State and Federal laws and pay all applicable taxes and fees. Any home-based business which chooses to apply for a City of Harrisonville business license, for any reason, shall comply with Chapter 605 of the Harrisonville Municipal Code.

11. Types of businesses specifically prohibited from home-based business status include but are not limited to manufacturing, providing, or selling of any intoxicating liquor, cigarettes or any tobacco products, amusements, pawn brokers or small loan establishments, massage services, health care services, adult businesses, and tattooing or body piercing or body branding.

12. Any home-based businesses which cause any substantial increase, at any time, in traffic through a residential area, or causes any violations of any City of Harrisonville parking regulations, is prohibited.

13. Any home-based businesses which cause any violations of Harrisonville Municipal Code, including but not limited to Chapters: 200, 205, 208, 210, 215, 220, 225, 230, 240, 245, 250, 255, and 260, is prohibited.

14. No home-based business which sells goods or services to clients by appointment shall operate this aspect of the business outside of normally accepted business hours of 8am to 6pm Monday through Saturday and 12pm to 6pm Sunday. In person client transactions outside of these hours will be determined to change the residential character of the residential building and adversely affect the character of the surrounding neighborhood and will be prohibited.”

Section 2: That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 7th day of November 2022. Read for the second time by title only on the 7th day of November 2022.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 7th day of November, 2022



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: November 2, 2022
SUBJECT: Sign Code Changes

Type of Item: *Approval*

H. Action Item (ID # 4369)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE,
MISSOURI AMENDING THE CITY'S SIGN REGULATIONS

Attachments:

- 1 BOA RS 11_7_22 Staff Report Sign Code changes (PDF)
- 2 BOA RS 11_7_22 Sign Code changes and commentary Section 435 (PDF)
- 3 BOA RS 11_7_22 Sign Code changes Appendix A (PDF)
- 4 BOA RS 11_7_22 Sign Code changes Appendix B (PDF)
- 5 O. New City Sign Ordinance (00042392xC1FED) CJA final (PDF)



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

STAFF REPORT

To: BOA Regular Session
From: Chris Arthur, Building Official and Christina Stanton, Community Development Director
Date: November 7th, 2022
Re: Discussion and approval of Municipal Code changes for the Sign Code, Section 435.

GENERAL INFORMATION

Applicant: N/A
Requested Actions: Discussion and approval.
Date of Application: November 7th, 2022

PROPOSAL

Staff would like to discuss and seek approval for changes to Municipal Code for the Sign Code to correct, define, and re-define some particular items and to eliminate any content-based regulation and to re-establish some basic guidelines which will create an easier to understand and enforce Sign Code.

PREVIOUS ACTIONS

Misguided and somewhat incorrect modifications to Sign Code in late 2019 following the judgement against the City in Federal Court due to the changes in early 2019.

KEY ISSUES

Changes needed to Municipal Code for the Sign Code to correct, define, and re-define some particular items and to eliminate any content-based regulation and to re-establish some basic guidelines which will create an easier to understand and enforceable Sign Code.

All in concert with the most recent citizen survey and the new 2040 Comprehensive Growth Plan related items.

STAFF COMMENTS AND SUGGESTIONS

Staff would suggest the BOA consider changes to Municipal Code for the Sign Code to correct, define, and re-define some particular items and to eliminate any content-based regulation and to re-establish some basic guidelines which will create an easier to understand and enforce Sign Code.

STAFF RECOMMENDATION

Staff recommends the BOA adopt changes to Municipal Code for the Sign Code to correct, define, and re-define some particular items and to eliminate any content-based regulation and to re-establish some basic guidelines which will create an easier to understand and enforce Sign Code.

ATTACHMENTS

Please see the attached:

Sign Code changes and modifications, including recommendations and staff commentary.

Sign Code Appendices A and B changes and modifications.

Sign Code revised Ordinance for adoption.

STAFF CONTACTS:

Chris Arthur, Building Official

Christina Stanton, Community Development Director.



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

Existing Municipal Code in black.

Changes in red.

Items needing BOA final decided amounts in green.

CJA commentary in blue.

Section 435.010 Title.

[Ord. No. 3456, 1-7-2019^[1]]

This Chapter shall be known as the "Sign Regulations" and may be cited as such and may be referred to in this Chapter as the "code."

[1]

*Editor's Note: Former Chapter 435, Sign Regulations, containing Sections **435.010** through 435.170 and Attachments 1 and 2, was repealed 1-7-2019 by Ord. No. 3456.*

Section 435.020 Purpose.

[Ord. No. 3456, 1-7-2019]

A.

These Sign Regulations are adopted under the zoning authority of the City in furtherance of the more general purposes set forth in the zoning ordinance. Generally, it is the purpose of these Sign Regulations to provide minimum standards to safeguard life, health, property, property values and public welfare by regulating and controlling the quality of materials, construction, location, installation, maintenance and abandonment of Signs, in addition to the number, size, Sign type, and type of illumination of all Signs and Sign structures located on private property. Some specific illustrations of the purposes of these Sign Regulations are:

1.

To encourage the effective use of Signs as a means of communication in the City.

2.

To maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth.

3.

To promote economic vitality and provide for a desirable and attractive environment to live, work and visit.

4.

To ensure safety of pedestrians, motorists, drivers and passengers and other users of the public rights-of-way and open spaces by ensuring Signs are maintained and structurally safe, do not distract or reduce the effectiveness of public Signs, and improve traffic safety.

5.

To provide necessary signage to direct the police and emergency services.

6.

To regulate Signs on public property, easements, buildings and rights-of-way.

7.

To protect property values by minimizing adverse effects of Signs on adjacent property, which can occur from conditions such as light trespass, obstructing views and access, or visual clutter.

8.

To protect the residents of the City from unreasonable intrusions that affect their right of privacy.

9.

To provide for the fair and consistent enforcement of these Sign restrictions.

Section 435.030 Applicability And Zoning District Requirements.

[Ord. No. 3456, 1-7-2019]

A.

Sign Permits. Every Sign shall conform to the requirements of these Sign Regulations, irrespective of when such Sign was established within the City limits unless otherwise allowed for in these Sign Regulations. Any Sign, **except a Temporary Sign**, shall, by definition, be a structure. No Sign shall be erected, enlarged, constructed or otherwise installed without first obtaining a Sign permit, unless specifically exempted by these Sign Regulations, and a Sign permit shall be legally issued only when in compliance with these Sign Regulation. All Signs shall be constructed in such a manner and of such material that they shall be safe and substantial. **Correction**

B.

Zoning District Requirements. Signs are allowed in each zoning district as provided in Appendix A to this Chapter, and Non-Residential Signs in Appendix B to this Chapter: Table of Permitted and Specially Permitted Signs. The Appendices list requirements by numbers of Signs allowed (per structure or on each premises), size, height, setbacks and illumination. Each cell in the tables lists exclusively permitted Signs and standards; except that Ground Signs, Elevated Signs and Monument Signs are mutually exclusive. The number of Signs and aggregate square footage of Sign Face Areas per Parcel are also specified.

C.

Non-Conformities. Non-conforming Signs may be considered for variance by the Board of Zoning Adjustment unless conditionally permitted under the regulations specified in Section **435.150**.

Section 435.040 Severability.

[Ord. No. 3456, 1-7-2019]

If any one (1) or more of the provisions of these Sign Regulations, 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 these Sign Regulations and all other applications of any such provision shall not be affected thereby.

Section 435.050 Hierarchy Of Enforcement.

[Ord. No. 3456, 1-7-2019]

In any case where a provision of these Sign Regulations is found to be in conflict with the City Code, a provision of any other ordinance or other legislation of the City existing on the effective date of these Sign Regulations, the provision which establishes the stricter requirement shall prevail.

Section 435.055 Sign Permits And Appeal Process.

[Ord. No. 3456, 1-7-2019]

A.

In addition to a building permit as may be required under the City of Harrisonville Building Code, a Sign permit shall be obtained from the City prior to installation, construction or alteration of any permanent Sign regulated under these Sign Regulations except for those Signs specifically exempted under the City Code. Sign permits shall be granted pursuant to the provisions governing Sign permits.

B.

To appeal any decision (denial of permit, partial approval, code interpretation) made by the City in reference to Chapter **435**, any individual, firm or corporation disputing such decision made may appeal to the Board of Zoning Adjustment to reverse any order, requirement or decision of the party appealed from or to issue an order in favor of an appellant, following the requirements of Chapter **405**: Zoning Regulations, Article **XXII**.

Section 435.060Historic Preservation Commission.

[Ord. No. 3456, 1-7-2019]

In any case where a requirement of these Sign Regulations applies to Premises in the purview of the City of Harrisonville Historic Preservation Commission, such requirement shall be subjected to that Commission's review in whatever procedure is applicable by law prior to issuance of a Sign permit and, if applicable, prior to submission to another City board for review. The Historic Preservation Commission shall review and respond to Sign permit applications within forty-five (45) days of receiving a completed application.

Section 435.070Definitions Of Terms Pertaining To Signs.

[Ord. No. 3456, 1-7-2019]

Any word or phrase, which is defined in this Section, shall have the meaning assigned to it by this Section whenever the word or phrase is used in these Sign Regulations. See Section **435.080** for definitions and/or descriptions of Functional Types and Structural Types of Signs, General Definitions. As used in these Sign Regulations the following terms shall have these prescribed meanings:

ABANDONED SIGN

Any Sign described under Section **435.160**.

AGGREGATE OR GROSS SIGN FACE AREA

The total combined square feet resulting from adding together all Sign Face Areas of all Signs legally located on a Parcel. The Sign Face Area of each Sign shall be calculated as specified in Section 435.130(D), Computation of Sign Face Areas.

AWNING

A roof-like cover that projects from the wall of a building for the purpose of shielding a doorway, walkway or window from the elements. Awnings are often made of fabric or flexible plastic supported by a rigid frame and may be retracted into the face of the building. **Awnings are not considered as temporary signs.**

Specify

BILLBOARD

A Billboard is an Off-Premise Sign that is regulated in Section **435.140**.

ELEVATION DRAWING

A depiction or drawing to scale showing horizontal and vertical elements of a building or structure, including but not limited to walls, roof lines and other architectural features.

FABRIC MESSAGE DISPLAY

A Sign made of fabric, cloth, vinyl or some other textile material. Fabric Message Displays are considered a Temporary Sign type. Specify

FACADE

The front of a building or any of its sides facing a public way or space, especially one (1) distinguished by its architectural treatment.

FREESTANDING SIGN

A Sign Structure permanently attached to the ground and that is wholly independent of any building or other structure. The term "Freestanding Sign," includes, but is not limited to, Ground Signs and Monument Signs.

FULLY ILLUMINATED

Any Sign Structure that is illuminated by an external or internal light source that is visible.

ILLUMINATED

See "FULLY ILLUMINATED," "INDIRECTLY ILLUMINATED" and "INTERNALLY ILLUMINATED."

INDIRECTLY ILLUMINATED

Any Sign Structure that is partially or completely illuminated at any time by an external light source that is shielded so not to be visible at eye level.

INTERNALLY ILLUMINATED

Any Sign Structure that is illuminated internally over its entire area by use of electricity or other artificial light.

LOT

A tract of land having specifically described legal boundaries.

MARQUEE

A roof-like structure, often bearing a Sign, projecting over an entrance. Example, but not limited to, a theater.

MONOLITHIC BASE

A solid support of a Sign Face the width of which is no less than fifty percent (50%) of the Sign Face width.

MULTI-FACED

A Sign Structure that contains two (2) or more Sign Face surfaces that are located on different sides of the Sign Structure and are separated from each other at their nearest point by no more than three (3) feet.

MULTI-TENANT NON-RESIDENTIAL DEVELOPMENT

A single office, commercial or industrial Parcel that is designed or intended for occupancy by two (2) to four (4) businesses.

MULTI-TENANT BUILDING

Any single building designed and constructed for two or more tenants, each with separate public exterior entrances. **Needed**

PARCEL

A Lot or contiguous group of Lots under single ownership or under single control usually considered a unit for purposes of residence, development and/or business.

PERMANENT SIGN

Any Sign type not classified as a Temporary Sign, and requiring a sign permit, and which is constructed of durable materials, and is permanently fixed in place with the exception of Sandwich Board and Sidewalk Signs, and is intended to be displayed for an indefinite period of time. **Needed**

PREMISES

A Lot or Parcel, together with all buildings and structures thereon. In the case of multi-tenant buildings or multi-tenant non-residential developments or shopping center buildings with any number of retail, service, or other establishments, a premise shall be defined as each tenant space or business space structure. Sign regulations, with the exception of temporary sign regulations, shall apply to each tenant space or business space and its structure. Temporary signs shall not be allowed on parcel premises common areas of Multi-Tenant Buildings or Multi-Tenant Non-Residential Developments. **Needed**

SHOPPING CENTER

A unified retail commercial grouping in one (1) or more buildings of a minimum five (5) retail or service establishments.

SIGN

Any object, device, display or structure, or part thereof, that is used to advertise, identify, display a message, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images. Other than Billboards, On-Premise Signs, **except temporary signs**, are accessory structures to the principal structure or use on a Parcel. Special regulations relating to Billboards are located in Section **435.140** Regulations Relating to Billboards. Examples of items which typically do not satisfy the necessary elements of this definition, include, but are not limited to, original art displays, architectural elements incorporated into the style or function of a building, or inscriptions on decorative rocks. **Needed**

SIGN FACE

The area of the Sign that contains the words or pictorial images making up the message of the Sign as more fully defined in Section 435.130(D).

SIGN FACE AREA

The area or display surface as defined in Section 435.130(D).

SIGN HEIGHT

The vertical distance to the highest point of a Sign Structure, as measured from the average grade at the base of the Structure or directly below a projecting structure.

SIGN STRUCTURE

All elements of a Sign, including the Sign Face, background or decorative elements related to the presentation of the Sign's message, and the structural supports.

SIGN, OFF-PREMISE

A Sign directing attention to a name, a business product, development, or service which is offered, manufactured, or sold at a location other than the Lot or Parcel upon which such Sign is located.

SIGN, ON-PREMISE

Any Sign other than an Off-Premise Sign.

STRUCTURE

That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner or anything constructed or erected with a fixed location on the ground or attached to something with a fixed location on the ground. Structures include but are not limited to buildings, walls, fences, billboards, poster panels, above ground storage tanks, and similar uses. Excluded are temporary signs, sidewalks, pavement and public improvements such as utility poles, street light fixtures, and street signs. **Needed**

TEMPORARY SIGN

~~Signs used to identify or display a message regarding temporary events, flags, and yard signs.~~ A sign that is, due to its materials and methods of construction, intended to be posted for a temporary period of time, not to exceed thirty (30) days, nor more often than two (2) times per year, on any given parcel or property, on public or private property, and is constructed from nondurable materials, including but not limited to, paper, cardboard, cloth, fabric, plastic and/or wallboard and does not constitute a structure subject to the City's Building Code or this ordinance. Such Signs are regulated under Section **435.120**. **Needed**

TENANT

One who possesses or occupies land or buildings by title, under a lease, or through payment of rent; an occupant, inhabitant or dweller of a place.

Section 435.080 Definitions Of Functional And Structural Sign Types.

[Ord. No. 3456, 1-7-2019]

Appendix A to this Chapter presents the type, maximum number, size, height and other restrictions relating to specific signage that are permitted by right in each zoning district.

A.

Functional Sign Types.

1.

ANIMATED SIGNS: Electronic Signs with computer-generated animation that are components of otherwise permitted Signs for a principal land use on the Premises where the Sign is placed; and whose message does not attract the attention of viewers through flashing displays.

2.

ATTENTION-ATTRACTING DEVICE: Any flasher, blinker, animation or other object displayed temporarily to attract the attention of the public.

3.

BANNERS: A Sign of lightweight fabric or similar material that is mounted to a pole or building. Promotional banners may be used to announce open houses or grand openings or special events.

Banners are classified as temporary signs. Specify

4.

BUSINESS SIGN: A Sign which directs attention to a business or profession conducted or to products, services or entertainment sold or offered upon the Premises where such Sign is located or to which it is affixed.

5.

CONSTRUCTION SIGN: A Sign indicating the names of the architects, engineers, landscape architects, contractors and similar artisans involved in the design and construction of a structure, complex or project only during the construction period and only on the Premises on which the construction is taking place. Also including incidental Signs to such project that direct deliveries or parking and warn the public of dangers inherent to the project.

6.

CONSTRUCTION SAFETY SIGN: A Temporary Sign to protect the public from potential injury or harm by notifying the traveling (driving or pedestrian) public of safety issues regarding construction of infrastructure repairs or improvements within the public right-of-way.

7.

ELECTRONIC MESSAGE BOARD: A type of Sign that presents its message through illumination of intermittent or moving lights forming the letters, numbers or symbols of the message, whether or not the message appears to move across the Sign Face.

8.

ENTRANCE/EXIT SIGN: A Sign used to safely direct vehicular traffic and emergency services into or out of a Parcel or to or from a business via a driveway from a street if each Sign complies with the following:

a.

Entrance/exit Signs may be located at driveways that provide access into or from the Parcel.

b.

There shall be no more than two (2) Signs per driveway.

c.

Each Sign shall not exceed six (6) square feet in Sign Face Area nor be more than two and one-half (2 1/2) feet in height.

9.

IDENTIFICATION SIGN, PROPERTY: A Sign giving the name and address of a structure, business, development or establishment. Such Signs may be wholly or partly devoted to a readily recognized symbol.

10.

INFLATABLE SIGN: A Sign that is intended to be expanded by air or other gas for its proper display or support. **Inflatable signs are classified as temporary signs. Specify**

11.

POLE SIGN: A Freestanding Sign attached to a bare pole, as distinct from an "Elevated Sign." New pole signs are not allowed. Existing pole signs must be used and maintained, or they become non-legal non-conforming and must be removed. These signs are prohibited unless existing and allowed per Section **435.150** of these Sign Regulations. **Needed**

12.

~~SPECIAL SIGN: SPECIAL SIGNS~~ SANDWICH BOARD AND SIDEWALK SIGNS as defined in these Sign Regulations under Section **435.125**, ~~Special Signs~~. Sandwich Board and Sidewalk Signs.
Changes needed for problem solving and no content based

B.

Structural Sign Types.

1.

AWNING, CANOPY OR MARQUEE SIGN: A Sign that is mounted on, painted on, or attached to an awning, canopy or marquee. No such Signs shall project above, below or beyond the awning, canopy or marquee.

Figure 1 Canopy Sign

**2.**

GROUND SIGN: Any Sign placed upon, or supported by, the ground independent of the principal structure on the Parcel, where the bottom edge of the Sign is less than six (6) feet above the ground, and the support structure is no less than fifty percent (50%) of the width of the face of the Sign, presenting a monolithic base.

Figure 2 Ground Sign

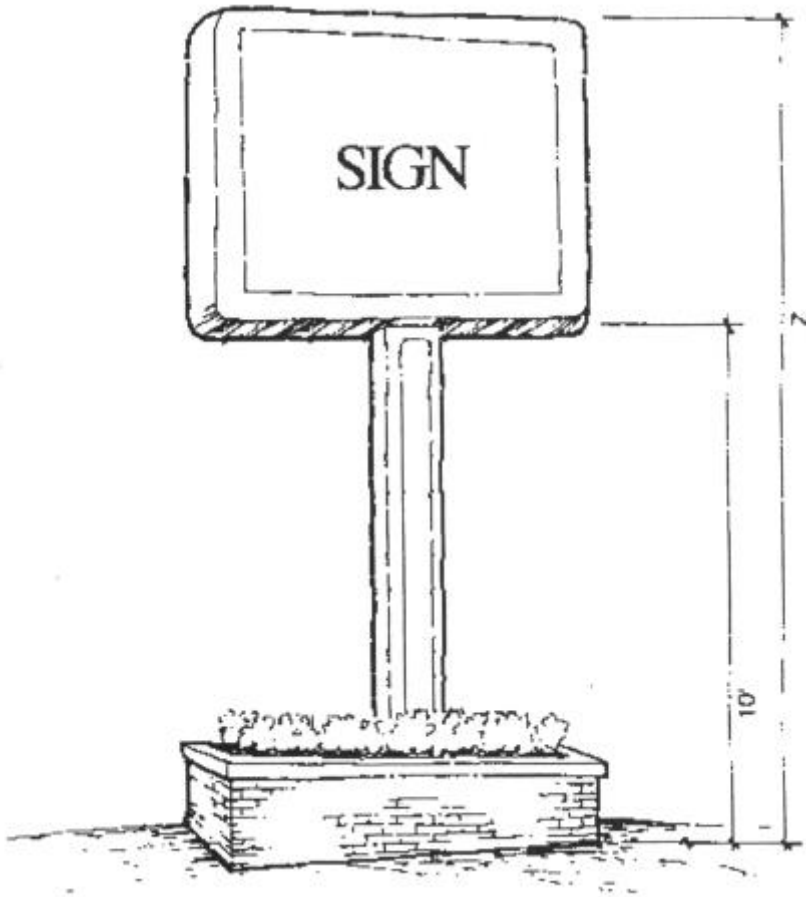


- Ten (10) feet maximum height as measured from the top of the Sign to the average of the grade elevation at the Sign base.
- Planter is optional.
- Landscaping is required. The landscaping shall extend no less than three (3) feet from the base of the Sign.

3.

ELEVATED SIGN: Any Sign placed upon, or supported by, the ground independent of the principal structure on the Parcel where the bottom edge of the Sign is ten (10) feet or more above the ground level, and where the support structure is other than a bare pole.

Figure 3 Elevated Sign

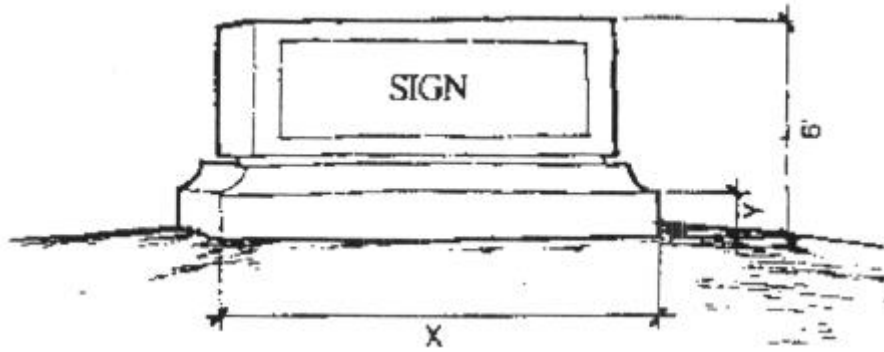


- Z = Maximum height varies by zoning district. See Appendix A to this Chapter. Height is measured from the top of the Sign as measured from the average of the grade elevation from the Sign base.
- The support structure must be other than a bare pole.

4.

MONUMENT SIGN: Any Sign whose base is greater in width than the face of the Sign, and whose height is no greater than six (6) feet.

Figure 4 Monument Sign



- $X = \pm 110\%$ of the width of the Sign Face.
- $Y = \pm 10\%$ of the width of the Sign Face.
- Six (6) feet maximum height as measured to the highest point of the Sign from the average of the grade elevation at the Sign base.
- Landscaping is required in other than industrial zoning districts. The landscaping shall extend no less than three (3) feet from the base of the Sign.

5.

~~PORTABLE STAND-ALONE SIGN SANDWICH BOARD AND SIDEWALK SIGNS~~: A Sign that is intended to be easily moved by an individual and that is not permanently affixed to a structure or the ground, including, but not limited to, a-frame, t-frame and sandwich-board Signs. ~~These sign types are constructed of permanent durable materials.~~ Banners on t-posts are not included in this definition.

Figure 5 ~~Illustrations of a Portable Stand-Alone Sign SANDWICH BOARD AND SIDEWALK SIGNS~~



Changes needed for problem solving and no content based

6.

PORTABLE MOVABLE DISPLAY SIGN: A movable display, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the Sign may be painted or non-painted and capable of being readily altered. Portable Movable Display Signs may be with or without electrical illumination, power or wheels. Portable Movable Display Signs are prohibited unless existing and allowed per Section **435.150** of these Sign Regulations.

Figure 6 Portable Movable Display Sign



7.

PROJECTING SIGN: A Sign that is wholly or partly dependent upon a building structure for support and which projects more than twelve (12) inches from such structure. Projecting Signs shall not project more than five and one-half (5 1/2) feet beyond the face of the building. Projecting Signs shall be a minimum of ten (10) feet above the level of any sidewalk from the bottom of the Sign.

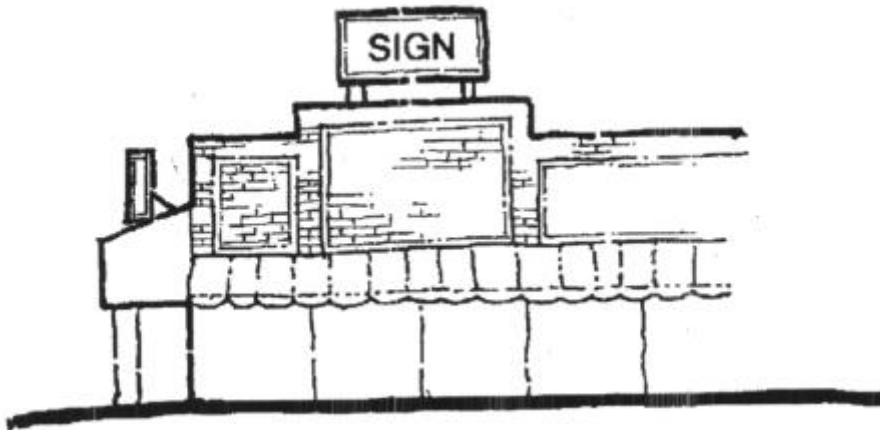
Figure 7 Projecting Sign



8.

ROOF SIGN, ELEVATED/PROJECTING: A Sign totally supported on the roof of a structure, not including flush-mounted logo roof Signs. Elevated/projecting roof Signs shall not project more than twelve (12) inches beyond the face of the structure. In no case shall an Elevated/projecting roof Sign project more than ten (10) feet beyond the highest point of the portion of the roof on which the Sign is located.

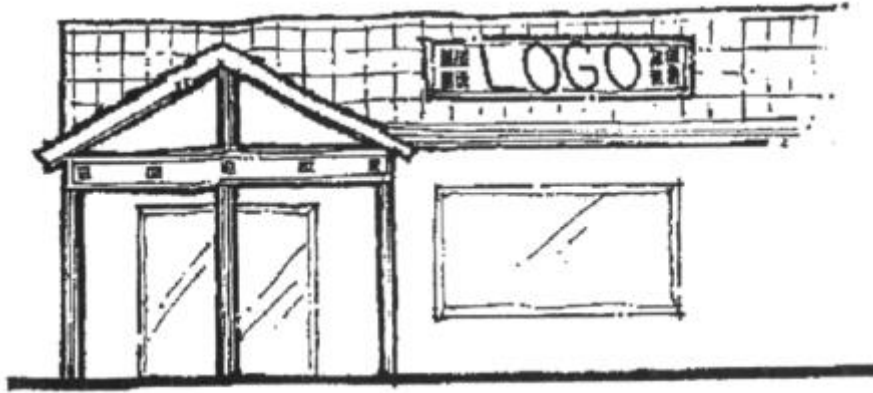
Figure 8 Roof Sign Elevated/Projecting



9.

ROOF SIGN FLUSH-MOUNTED: A Sign totally supported on the roof of a structure of the Tenant of such structure. Flush-Mounted Roof Signs shall be mounted parallel to the peak of the roof. In no case shall a Flush-Mounted Roof Sign project above the highest point of the roof.

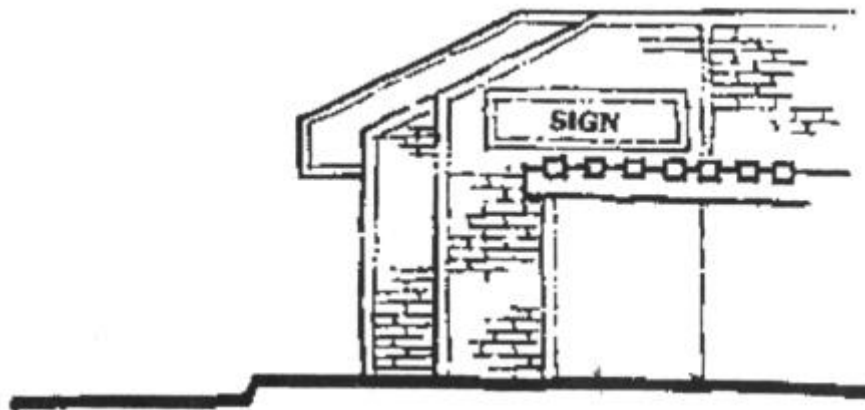
Figure 9 Roof Sign Flush-Mounted



10.

WALL SIGN: A building-mounted Sign either attached to or displayed or painted on an exterior wall in a manner parallel with the wall surface and not projecting from such surface more than twelve (12) inches.

Figure 10 Wall Sign



Section 435.090 Official Government Signs.

[Ord. No. 3456, 1-7-2019]

A.

Official Government Signs on public property and public rights-of-ways, that are used to inform the public of important travel, emergency, and safety information. Such Signs, include, but are not limited to, those regulated by Federal and State laws and regulations, and which therefore preempt City regulation, except for the provisions of Section 435.130(E), "Traffic Safety," and do not require a Sign permit. Also, Official City Signs on private property to warn the public of dangerous buildings or conditions and provide notice to the property owner of required legal action.

1.

Official Federal And State Signs. Signs placed on private or public property by the Federal and State government pursuant to Federal or State law or regulations.

2.

Official City Traffic Signs. Signs placed by the authority of the City, or City agency or City public authority in the public rights-of-way, such as traffic Signs, signals, or regulatory devices, railroad crossing Signs, instructional Signs or warnings to safeguard the pedestrian and driving public or direct emergency services.

3.

Official Public Notice Signs. Official Government public notices or official instruments; or regulatory Signs to notify the public of laws or regulations having to do with health, safety, parking, swimming, dumping, or Signs identifying other properties controlled by such governmental body, agency or authority.

4.

Property Identification Sign. The City shall specify the name and address of a structure, building, business, development or property to which it is affixed, provided that the Sign consists of lettering no larger than twelve (12) inches in height on a building, three (3) inches on a mailbox.

Section 435.095 Exempt Signs.

[Ord. No. 3456, 1-7-2019]

A.

The following:

1.

Flags. Flags or emblems of a government or of civic, philanthropic, educational or religious organization displayed on non-residential private property. One (1) additional flag with a business logo may be mounted on a flagpole. Not more than fifty percent (50%) of parking lot light poles located on a Parcel may have a fabric message display attached to such pole.

2.

Window Signs. Signs mounted to the interior of any first floor windows in non-residential zoning districts, provided such Signs do not exceed more than thirty-three percent (33%) of all of the first floor window area measured between two (2) feet and ten (10) feet above grade, and at least fifty percent (50%) of the entire window area remains clear of any visual obstructions.

3.

Personal Sign. A Sign carried by a person.

4.

Vehicle Sign. A Sign affixed to an operable motor vehicle without flat tires, except as provided in Section **435.100**, Prohibited Signs.

Section 435.100 Prohibited Signs.

[Ord. No. 3456, 1-7-2019]

A.

The types of Signs listed below are prohibited and may be removed by the City of Harrisonville at any time through standard regulatory enforcement proceedings.

1.

Private Signs On Public Property. Any Sign not otherwise allowed by these regulations that is attached to a fence, tree, temporary structure, utility pole or any other public property, except those authorized by agencies of the Federal, State or local government. **These signs are subject to immediate removal by City Code Enforcement. Needed**

2.

Sound Or Smoke Emitting Sign. A Sign that emits or utilizes in any manner any sound capable of being detected on any traveled street or highway by a person with normal hearing; or a Sign that emits smoke, vapor, particles or odors.

3.

Pole Signs.

4.

Portable Movable Display Signs.

5.

Moving/Flashing Signs.

Section 435.110 Amortization Of Certain Signs.

[Ord. No. 3456, 1-7-2019]

A.

Amortization Of Certain Prohibited Signs. The types of Signs listed below are prohibited; except that legally erected existing Signs — because of their more substantial construction and the economic investment in them by their owners — may remain until removed by the owner of the Parcel on which the prohibited Sign is located, or by the operator of the business for which the Sign is displayed. Any Sign not removed within the time period listed may be removed by the City of Harrisonville, unless appealed through the Board of Zoning Adjustment:

1.

Pole Signs. Existing pole Signs may remain in use under the following conditions:

a.

Regular maintenance is provided under Section 435.130(B); and

b.

Existing Sign Faces may be changed or modified; and

c.

The existing pole Sign is not contrary to the provisions outlined in Section 435.130(E), Traffic Safety.

2.

Signs With Scrolling Text. Existing Signs with scrolling text may remain in use under the following conditions:

a.

Regular maintenance is provided under Section 435.130(B); and

b.

The health, safety and welfare of the public are not put at risk per the provisions specified in Section 435.130(E), Traffic Safety.

B.

Amortization Of Certain Non-Conforming Permitted Signs. Off-Premise Signs that are non-conforming shall be made conforming or removed within three (3) years from the adoption of these Sign Regulations.

Section 435.120 Temporary Signs.

[Ord. No. 3456, 1-7-2019]

Changes needed for problem solving and no content based**A.****Purpose and Findings.**

The Governing Body enacts this Ordinance to establish reasonable, narrowly tailored regulations for the posting of Temporary signs on public and private property. Temporary Signs left completely unregulated, can become a threat to public safety as a traffic hazard, and a detriment to property values as an aesthetic nuisance. By implementing these regulations, the City intends to:

- 1) Balance the rights of individuals to convey their messages through temporary signs and the right of the public to be protected against the unrestricted proliferation of signs;
 - 2) Further the objectives of the City's comprehensive plan;
 - 3) Protect the public health, safety and welfare;
 - 4) Reduce traffic and pedestrian hazards;
 - 5) Protect property values by minimizing the possible adverse effects and visual blight caused by signs;
 - 6) Promote economic development; and
 - 7) Ensure the fair and consistent enforcement of the temporary sign regulations.
- This ordinance is not intended to, and should not be read to include content-based regulations. If for any reason any portion or part of this Ordinance set out in this Section, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Section.

B.**Regulations.**

Temporary signs, as defined in **435.070**, may be posted on property in all Zoning Districts of the City, subject to the following requirements:

- 1) The total square footage for Temporary signs on any lot or parcel in any district, in the aggregate, shall not exceed **thirty-two (32)** square feet, with no individual sign exceeding **sixteen (16)** square feet. The total square footage of a temporary sign is measured to include all of the visible display area of one side of the sign and only the area of one side of a double-sided 180 degree opposite sides sign is included in the aggregate calculation.
- 2) Signs shall not exceed **five (5)** feet in height measured from the average grade at the

base of the sign.

3) No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard. Temporary Signs shall meet all setback requirements specific to structures and other sign types for any given zoning district and are prohibited in any sight triangle as defined in Sections 410.160 and 410.350 I.

4) No sign shall be illuminated or painted with light reflecting paint.

5) A sign shall only be posted with the consent of the property owner or occupant. Signs posted in the public right of way may only be posted with the permission of the person or entity that has a duty to maintain such section of the right of way. Provided further, no temporary sign shall be placed closer than 5 feet to edge of the pavement or curb of the street if permission is given for placement in a public right of way or dedicated easement.

6) All temporary signs must be maintained in a state of good repair for the duration of their use.

7) Sign permits are not required for temporary signs.

8) Temporary signs are signs that are intended to be posted for a temporary period of time, not to exceed thirty (30) days, nor more often than two (2) time periods per year, on any given lot, parcel, or property.

C.

Removal or Replacement of Temporary Signs:

1) The person who has posted or directed the posting of the sign is responsible for the removal or replacement of that sign.

2) If that person does not remove or replace the sign in accordance with these regulations, then the property owner or occupant of the building or lot where the sign is posted is responsible for the sign's removal or replacement.

D.

Obscene Materials.

Obscene signs, flags, banners, or any sign of any type are prohibited. "Obscene" is defined as any material that (1) whether the average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest; (2) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and (3) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

A.

~~Temporary Signs shall be erected and maintained in a safe manner and shall be subject to applicable regulations except as specifically modified herein. Temporary Signs do not require a permit.~~

1.

~~Maximum Gross Area Or Aggregate Sign Face Area Of Temporary Signs. The maximum gross area or Aggregate area of all Sign Face Areas displayed upon any Premises shall be limited to thirty (30) square feet.~~

2.

~~Size Of Temporary Signs. The maximum square feet of the Sign Face Area of any Temporary Sign shall be six (6) square feet.~~

3.

~~Construction. Signs associated with a temporary construction project meeting Section 435.130, Sign Maintenance, and that are erected to provide public safety.~~

Section 435.125 ~~Special Signs Sandwich Board and Sidewalk Signs.~~

[Ord. No. 3456, 1-7-2019; Ord. No. 3471, 8-5-2019]

Changes needed for problem solving and no content based

A.

~~Portable Stand-Alone Sandwich Board and Sidewalk Signs. One (1) Portable stand-alone Sandwich Board or one Sidewalk sign may be permitted in lieu of a banner or fabric message display per premise, with a permit. The signs shall be constructed of permanent, and approved, materials. The provisions of Section 435.130(B), "Sign Maintenance" shall apply. These types of signs are never allowed to block the public way or any ADA accessible route on any public or private sidewalk or accessible route, signs in violation may be removed immediately by City Code Enforcement.~~

B.

~~Banners And Fabric Message Displays. One (1) banner or fabric message display may be permitted in lieu of Portable Stand-Alone Sign with a permit. The provisions of Section 435.130(B), "Sign Maintenance" shall apply.~~

C.

~~B.~~
Maximum Gross Area Or Aggregate Sign Face Area Of ~~Special Sandwich Board and Sidewalk Signs.~~
The maximum gross area or Aggregate area of all Sign Face Areas displayed upon any Premises shall be limited to ~~thirty-two (32)~~ Six (6) square feet.

Section 435.130 **General Requirements Applicable To All Signs.**

[Ord. No. 3456, 1-7-2019]

A.

The following provisions shall apply to all On-Premises and Off-Premises Signs except for those Signs specifically exempted under these Sign Regulations.

1.

Conformance To Building And Electrical Codes. In order to provide for the safety of the public all Signs shall be constructed and maintained in conformance with all Building Code and National Electrical Code requirements. Signs with electricity and per the City Code as to require a building or electrical permit shall obtain one from the Director of Codes prior to installation or placement.

a.

All Signs involving Internal lights or other electrical devices, or circuits shall display a label certifying it as being approved by the Underwriter's Laboratories, Inc.

b.

All electrical service to a Sign shall comply with the National Electrical Code.

c.

Clearance from all electrical power lines shall conform to the requirements of the National Electrical Code.

2.

Sign Maintenance.

a.

All Signs, together with all their supports, braces, guys and anchors, shall be kept in good repair and, unless constructed of galvanized or non-corroding metal, shall be given a protective coating as necessary to maintain a clean appearance and safe condition.

b.

All Signs shall be maintained in accordance with all City ordinances, including ordinances concerning nuisances and vegetation.

3.

Sign Limitations.

a.

Sign Height. Sign height shall be measured from the ground elevation at the base of the Sign to the highest element of the Sign.

b.

Signs Indirectly Illuminated. Indirectly illuminated Signs shall not allow light to spill directly onto adjoining property.

c.

Animated Signs. Electronic animated Signs are permitted Signs. In order to prevent unreasonable intrusions into the right of privacy of the public and protect the safety of the public, the applicant may propose, and the City may condition its approval to require operational limitations, such as hours of operation, mode of operation, brightness or frequency of display change. No electronic message panel shall be permitted unless the Governing Body determines that the following conditions will be met:

(1)

The message area of the panel must be oriented toward a local thoroughfare street or highway and shall not exceed one (1) lumen from any existing residence within a three hundred (300) foot radius of the Sign.

(2)

The mode of operation for the panel display shall be limited to the fade-in/fade-out mode where a message appears on the Sign, is dissolved or turned off, and another message takes its place, not to exceed a change of message or animated image more than six (6) per minute. The display area of the panel shall not be operated to attract the attention of viewers through flashing displays.

(3)

The proposed message panel will not endanger traffic safety given its size, height, color, brightness, mode of operation and its relationship to surrounding traffic patterns, speeds and roadway geometrics.

(4)

The proposed message panel shall be designed as an integral part of a larger Sign package for the Parcel.

(5)

No portion of the animation or electronic message panel shall exceed the height limit for the Sign in the subject district.

(6)

Animated Signs permitted by the provisions of this Section shall comply with all other Sign Regulations.

4.

Computation Of Sign Area.

a.

To determine compliance with the maximum allowable Sign Face Areas permitted under these Sign Regulations, the area of a Sign shall be considered the Sign Face Area unless otherwise stated.

b.

Sign Face Area. The Sign Face Area shall be computed within the smallest rectangle enclosing the limits of a Sign Face, or the combination of the areas of all such rectangles delimiting each Sign Face, together with any frame or material, texture or color forming an integral part of the Sign Face or used to differentiate the Sign Face from the structure upon which it is placed.

(1)

The computation of the area of a Sign Face Area shall not include the structure, supports or uprights on which the Sign Face is placed or any portions of a Sign Structure that are not intended to contain any message or idea and are purely structural or decorative in nature, other than those portions contained within the rectangle that delimits the Sign Face.

(2)

For any Sign on which the words, letters, figures, symbols, logos, fixtures colors or other design elements routinely change or are intended to be changed from time to time, the Sign Face Area shall include the entire area within which any words, letters, figures, symbols, logos, fixtures, colors or other design elements may be placed, together with any frame or material, texture or color forming an integral part of the Sign Face or used to differentiate the Sign Face from the structure upon which it is placed.

(3)

Any open space contained within the limits of the rectangle delimiting the Sign Face of the Sign Structure shall be included in the computation of the area of the Sign Face, or Sign Face module. The area of the Sign Structure shall include the entire Sign Structure, including the Sign Face Area.

(4)

For multi-faced Signs, when the Sign Face surfaces are parallel (back-to-back), or where the interior angle formed by the faces is forty-five degrees (45°) or less, the area of the Sign Face shall be taken as the area on the largest side. For all other multi-faced Signs, the area of the Sign Face shall be the total area on all Sign Face sides that can be viewed at one time from any angle.

c.

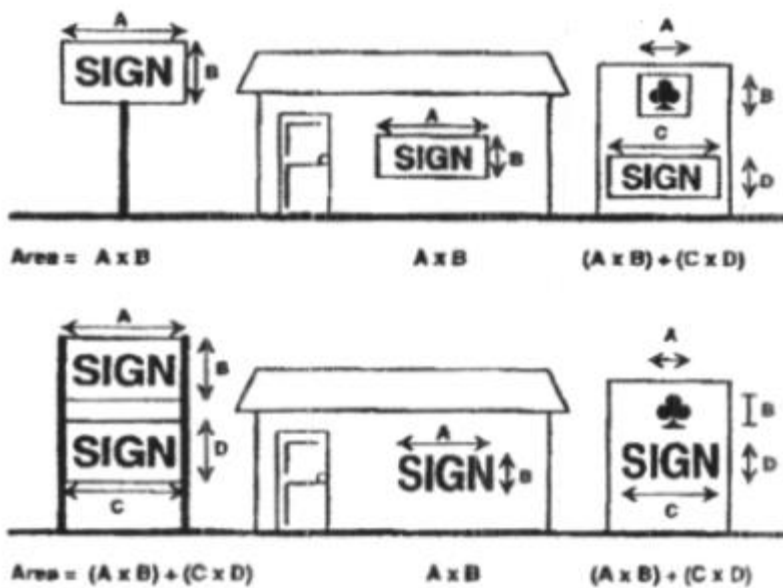
On Lots where more than one (1) Sign is located, the total gross area of all the Signs shall not exceed the maximum gross area specified in Appendix A and B. The Maximum Gross Area of Temporary Signs is specified under Section **435.120**, and the maximum gross area of permitted Signs shall be established in Appendix A or B, as per the Zoning Code.

Figure 11 Examples Of Sign Face Area Measurements



MEASUREMENT OF WALL SIGN AREA WHERE
THERE IS NO DEFINED SIGN BACKGROUND

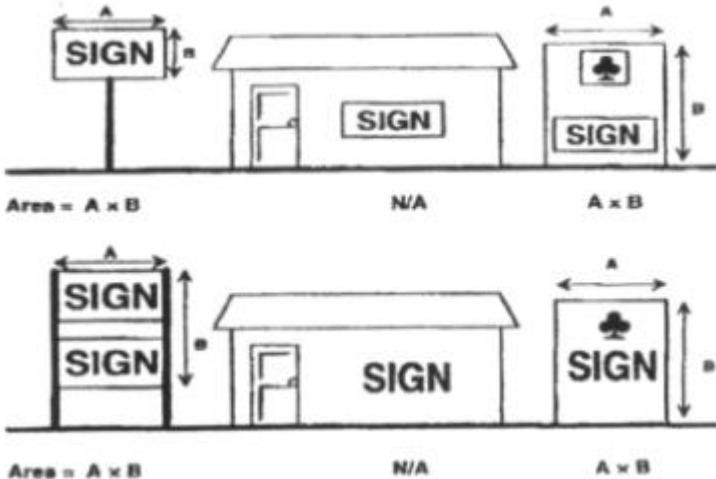
$$'A' \times 'B' = \text{SIGN AREA}$$



d.

Sign Structure Area. The area of a Sign Structure shall be computed as the Sign Face Area including all portions of a Sign Structure that provide a background for the Sign Face but are not intended to contain any message or idea and are purely structural or decorative in nature.

Figure 12 Examples Of Sign Structure Area Measurements

**5.**

Traffic Safety.

a.

No Sign shall be maintained at any location where, by reason of its position, size, shape or color, it may obstruct, impair, obscure, interfere with the view of, or be confused with any traffic or railroad control Sign, signal or device, or where it may interfere with, mislead, confuse, or endanger the safety of the traveling public.

b.

Any Sign located within three (3) feet of a driveway approach or within a parking area shall have its lowest elevation at least ten (10) feet above the curb level.

c.

No Sign shall be placed so as to be located within or project over any public right-of-way, unless permitted by the Planning Commission following consideration and determination of conformance with the following criteria:

(1)

Signs projecting over the sidewalk in the "CBD-1" Central Business District may be permitted, provided that no Sign projected over a sidewalk shall cause potential injury to pedestrians.

(2)

Regardless of any Section contained in the Code, the City shall have the right to remove or relocate any Sign within the public right-of-way as may be necessary to maintain, improve or expand infrastructure and other public improvements within the existing public right-of-way. Removal, relocation or other necessary action shall be at the expense of the developer, property owner, building owner and/or association responsible for the Sign or to which the Sign is associated.

(3)

Under no circumstances shall any Sign be placed in the Sight Triangle set forth in Section **410.160** of the Code as defined by the City's Subdivision Regulations.

6.

Landscaping. Ground Signs, Monument Signs and Elevated Signs shall be landscaped as required in these Sign Regulations. Landscaping consisting of trees, bushes, or ornamental shrubs shall be provided for all ground Signs, Monument Signs and Elevated Signs. One (1) area or group planting shall be provided for each ten (10) square foot of Sign Face Area, but not less than four (4) plantings shall be provided. Landscaping shall extend no less than three (3) feet from the base of the Sign.

Section 435.140 Regulations Relating To Billboards.

[Ord. No. 3456, 1-7-2019]

A.

Billboards shall be regulated under this Section **435.140**, and if a regulation in this Section **435.140** conflicts with another regulation contained in these Sign Regulations, then the regulation in this Section **435.140** shall take priority and apply.

1.

Permit Required. In addition to the Sign permit required by this Chapter, a building permit shall be obtained from the Director of Codes prior to installation or placement of any Billboard. Billboards shall be constructed and maintained in conformance with all Building Code and National Electrical Code requirements. Plans required for issuance of a building permit for a Billboard shall be certified as to conformance with all structural and wind-load resistive standards of the Building Code by a registered design professional in the State of Missouri.

2.

Purpose. Billboards targeting messages at drivers on Missouri State highways and roadways within the City have a significant adverse impact on the safety of the traveling public when such structures because of their size, lighting, spacing, location, height or design distract or confuse travelers, interfere with vision, or obscure traffic signs or signals. Billboards targeting messages at drivers on the interstate and Missouri State highways within the City also have a significant adverse aesthetic impact on the community when such structures dominate the surrounding environment both visually and physically with their large sizes, bright lighting, close spacing, intrusive locations and great heights. Therefore, the erection and placement of Billboards along Missouri State highways and roadways within the City are subject to reasonable regulations relative to size, lighting, spacing, location and height to avoid adverse safety impacts; and to adapt the State Highway Commission standards so that in-town Billboards are compatible with urban land uses, where neighbors are closer to one another than in open rural areas. Avoiding such adverse impacts is intended to further the substantial public interest in protecting private investment in adjoining properties and public investment in the interstates and highways, promote the recreational value of public travel, preserve the natural beauty of the community, provide a favorable first impression of the community and promote the safety of public travel.

3.

Special Use Permit Required For A Billboard. In addition to complying with the terms of these Sign Regulations, a special use permit must be obtained in accordance with the procedures set forth in the Zoning Regulations, and to ensure the Billboard complies with Federal and State laws and regulations.

4.

Placement Of Billboards. The following conditions and/or situations shall be considered to determine the legal placement of all Billboards, including, but not limited to, State and Federal laws and regulations:

a.

Billboards shall be located on private property.

b.

A Billboard shall not be located closer than one thousand five hundred (1,500) feet from any other Billboard. Spacing shall be determined based on Signs that have received a Special Use Permit or that are Signs established as legal non-conforming uses. Billboards having received prior authorization or that are a legal non-conforming use shall have priority over a later applicant in determining compliance with the spacing restrictions. Where two (2) different applications conflict with each other, so that only one (1) of the applications may be granted, the first application received by the City will be the first considered for approval. The second application shall remain pending until resolution of the first application. The second applicant shall be advised, in writing, if the first application considered is granted, and the second

application shall be automatically denied. If the first application is denied, the second application shall then be considered.

c.

Billboards shall not be located adjacent to or within one thousand five hundred (1,500) feet of any interchange, intersection at grade or safety rest area that is existing or approved for construction. The one thousand five hundred (1,500) feet shall be measured from the beginning or ending of the pavement widening at the exit from or entrance to the main traveled way or, if there is no pavement widening, then from the midpoint of the intersection.

d.

To preserve adjoining property values and avoid adverse aesthetic impacts, Billboards shall not be located within one thousand five hundred (1,500) feet of land zoned for residential purposes.

e.

Billboards shall be permitted only within six hundred sixty (660) feet of the nearest edge of the rights-of-way of Interstate 49.

f.

Billboards shall be permitted only in the following zoning districts: "C-2," "M-1."

g.

No Billboard shall be permitted to be mounted, attached or affixed to a building rooftop or the walls of any building.

5.

Lighting Of Billboards.

a.

Billboards shall not include any revolving or rotating beam or beacon of light that simulates any emergency light or device.

b.

Billboards shall not include any flashing, intermittent or moving light or lights.

c.

Billboards may be lighted by external lighting, such as floodlights, thin line and gooseneck reflectors, provided the light source is directed upon the face of the Billboard and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the main traveled way of the interstate or highway or into any portion of adjacent properties and the lights are not of an intensity so as to cause glare, impair the vision of the driver of a motor vehicle, or otherwise interfere with a driver's operation of a motor vehicle.

d.

Billboards shall not be illuminated so that it interferes with the effectiveness of, or obscures, an official traffic Sign, device or signal.

e.

Billboards shall not have a maximum average lighting intensity level that exceeds twenty (20) foot-candles.

6.

Size Of Billboards. The Sign Face Area of Billboards shall not exceed a maximum area for any one (1) Sign of one thousand two hundred (1,200) square feet with a maximum height of thirty (30) feet and a maximum length of sixty (60) feet, inclusive of border and trim but excluding the base or apron, supports and other structural members. The maximum size limitations shall apply to each side of a Billboard Sign Structure, and Billboards may be placed back to back, double faced, or in a V-type construction with not more than two (2) displays to each facing, but the Billboard structure shall be considered as one (1) Billboard.

7.

Setbacks And Height Of Billboards.

a.

To provide a safety zone to prevent injury or property damage from collapse caused by acts of nature or other causes, Billboards shall meet the following minimum Safety Setback Requirements from all points of the Sign:

(1)

At least ninety (90) feet from the Billboard's nearest edge to the rights-of-way of any Federal or State highway;

(2)

At least ninety (90) feet from all property lines on which the Billboard is located, and all roofed structures including roofed structures located on the Parcel on which the Billboard is located; and

(3)

At least ninety (90) feet from any other structure that would require a building permit for its construction including structures located on the Parcel on which the Billboard is located.

b.

To provide a further safety zone to prevent injury or property damage from collapse of Billboards caused by acts of nature or other causes, Billboards shall not exceed thirty (30) feet in height above the rights-of-way grade from which it is viewed. In cases where the grade at the location of the proposed Billboard is higher than the right-of-way grade adjacent to which it is located, the City may require the overall height of the Sign to be lowered as a condition of granting a permit to prevent the Sign from unreasonably detracting from the visibility of other neighboring Signs or properties.

c.

The application for the Billboard Sign permit shall contain documentation to the satisfaction of the City that the applicant has secured the legally enforceable right to prevent the erection of structures within the Safety Setback Requirement zones. No building permit shall be issued for construction of any building within the Safety Setback Requirement zone.

8.

Service Drives To Billboards. Billboards shall be accessible by means of a paved drive that is internal to the Lot or Parcel on which the Billboard is located. All vehicles, equipment and people used to build, service, maintain and repair the Billboard must confine their activity so as not to interfere with pedestrian or vehicular traffic on public roads.

9.

Additional Information Required Prior To Permitting Of A Billboard.

a.

Billboards shall not be permitted by the City until a permit has been issued by the Missouri Highway and Transportation Commission.

b.

Billboards shall not be permitted before the applicant has submitted the following certifications from the appropriate professionals registered in Missouri:

(1)

Certification from a professional engineer registered in the State of Missouri that the soil and subsoil surface is capable of accepting the projected loads of the Billboard;

(2)

Certification from a professional engineer registered in the State of Missouri as to the electrical portion of the Billboard;

(3)

Certification from a professional engineer registered in the State of Missouri as to the structural strength of the Billboard; and

(4)

A certified boundary survey from a surveyor registered in the State of Missouri of the Billboard site and its Safety Setback Requirement zones.

c.

Billboards shall not be permitted before the applicant has submitted a Billboard survey to indicate the relative vertical and horizontal distances between the proposed Billboard and all other Billboards within one thousand five hundred (1,500) feet. If by reason of height, size or spacing the proposed Billboard unreasonably detracts from the visibility of other neighboring Billboards or properties, the City may require reasonable modification of the Billboard's dimensions to cure these deficiencies as a condition to granting a permit.

d.

Billboards shall not be permitted before the applicant has submitted to the City financial security in the form of a bond, letter of credit or other financial security as approved by the Director of Codes; a right of access; and any other measures necessary and sufficient to ensure removal of Billboards that are not validly permitted or that constitute a nuisance.

10.

Inspection Of Billboards. Owners of all Billboards shall be required to submit an inspection to the City concerning a sign's structural integrity as deemed necessary by the City from time to time upon reasonable notice to the owner or operator of the property on which the Billboard is located. Failure to submit a report shall result in the immediate revocation of the Sign's permit.

Section 435.150Non-Conformities.

[Ord. No. 3456, 1-7-2019]

All signs legally existing at the time of passage of these regulations and which are made non-conforming by the enactment of these Sign regulations and are not subject to amortization requirements may remain in use under the conditions of legal non-conformance. Signs in legal non-conformance shall not be enlarged, moved, lighted or reconstructed.

Section 435.155Abandoned/Dangerous Signs; Removal.

[Ord. No. 3456, 1-7-2019]

A.

Abandoned Signs.

1.

Any Sign that fails to meet the maintenance requirements of these Sign regulations for a period of ten (10) days, after notice to the Sign owner, owner or operator of the property on which such Sign is located, shall be deemed to be abandoned.

2.

Any Sign that is deemed dangerous by City staff under Subsection **(B)(2)** below shall be deemed abandoned ten (10) days after written notification to the Sign owner, owner or operator of the property on which such Sign is located.

3.

If the owner of the Sign disputes the determination that the Sign is abandoned, they may first appeal to the Director of Codes for reconsideration. If the Director of Codes denies the appeal, then the Sign owner may appeal to the City Administrator.

B.

Sign Removal.

1.

Prohibited signs may be removed immediately by the City.

2.

Signs that are deemed to be abandoned or otherwise found to be in violation of these Sign Regulations shall be removed by the owner of the Sign or owner of the Premises within thirty (30) days from the written notice by the City. The City shall have the discretion to grant an additional thirty (30) days for the required improvements or repairs to be made provided substantial progress is being made to correct the deficiencies and a written request for an extension is received at least five (5) working days before the end of the original notice. Any Signs not removed within the time period required by this Subsection may be removed by the City and all Removal Costs charged to the owner of the Premises upon which the Sign was located or the owner of the Sign itself.

3.

Should any Sign become structurally unstable or in danger of falling or otherwise unsafe in the opinion of the Director of Codes, the owner or person or firm maintaining the Sign shall, upon written notice from the City, forthwith in the case of immediate danger and in any case within ten (10) days, remove such Sign or secure it in a manner approved by the City. Any Sign not removed or secured within ten (10) days from the written notice may be removed by the City and all costs ("Removal Costs") charged to the owner, agent, or person having beneficial interest of the building or Premises upon which the Sign was located, or in the Sign itself.

4.

If any Sign is installed, erected or constructed in violation of these Sign Regulations, the owner or person or firm maintaining the Sign shall, upon written notice from the City, within ten (10) days, remove the Sign or bring it into compliance with these Sign Regulations. Any Sign not removed or properly altered to be in compliance with these Sign Regulations within ten (10) days from the written notice may be removed by the City and all Removal Costs charged to the owner, agent, or person having beneficial interest of the building or Premises upon which the Sign was located, or in the Sign itself.

5.

If the owner or agent of the owner of any Sign removed by the City under these Sign Regulations does not reimburse the City for all the Removal Costs within thirty (30) days of the removal of the Sign by the City, then the City may sell the Sign, at private or public sale, and any of its structure necessary to cover the City's Removal Costs at such price the City chooses, or, at the City's discretion and sole option, dispose of the Sign and any of its structure so removed by the City, and the owner, agent, or person having a beneficial interest in the Sign or building or premises upon which the Sign was located shall have no claim against the City for any reason. The City shall not be responsible or liable for any damage or loss of value to any such Sign removed by the City.

C.

Replacement Of Damaged Sign Faces And Illumination Repairs Following A Natural Disaster.

1.

The replacement of damaged Sign Faces and illumination repairs to existing non-conforming Signs following a natural disaster such as a tornado, thunderstorm, wind, ice storm, or other act of nature shall be permitted without requiring a permit fee or causing the Sign to be brought into compliance with current Sign Regulations.

2.

Existing non-conforming Signs which sustain structural damage as a result of a natural disaster shall be repaired or reconstructed within ten (10) days to meet all current Sign Regulations.

Section 435.160 Master Signage Plan.

[Ord. No. 3456, 1-7-2019]

A.

Developer/owners of commercial centers may elect to submit a Master Signage Plan to accommodate multiple Signs in one (1) development. If a developer elects to submit a Master Signage Plan, no permit shall be issued for an individual Sign requiring a permit in such development unless and until a Master Signage Plan for the platted Lot on which the Sign will be erected has been approved by the City as conforming with this Section.

1.

Plan Submittals. Master Signage Plan submittals: For any platted Lot on which the owner proposes to erect one (1) or more Signs requiring a permit, such owner shall submit to the City a Master Signage Plan containing the following:

a.

An accurate plot plan of the platted Lot, at such scale the Planning and Zoning Department may reasonably require;

b.

Location of buildings, parking lots, driveways and landscaped areas on such platted Lot;

c.

Computation of the maximum total Sign Face Area, the maximum area for individual Signs, the height of Signs and the number of freestanding signs allowed on the platted Lot(s) included in the Master Signage Plan under Sign Regulations; and

d.

An accurate indication on the plot plan of the proposed location of each present and future Sign of any type, whether requiring a permit or not.

2.

Sign design standards and development requirements.

a.

The Master Signage Plan shall specify standards for consistency among all Signs on the platted lot with regard to:

(1)

Lettering or graphic style;

(2)

Lighting;

(3)

Location of each Sign on the buildings;

(4)

Material; and

(5)

Sign proportions.

b.

Consent. The Master Signage Plan shall be signed by all owners or their authorized agents in such form as the City shall require.

c.

Procedures. A Master Signage Plan shall be included in any site plan or other official plan required by the City for the proposed development and shall be processed simultaneously with such other plan.

d.

Amendment. A Master Signage Plan may be amended by filing a new Master Signage Plan that conforms with all requirements of the Sign Regulations then in effect.

e.

Binding Effect. After approval of a Master Signage Plan, no Sign shall be erected, placed, painted or maintained except in conformance with such Master Signage Plan, and such Plan may be enforced in the same way as any provision of the Sign Regulations. In case of any conflict between the provisions of such a Plan and any other provision of the Sign Regulations, the Sign Regulations shall control.

SIGN REGULATIONS

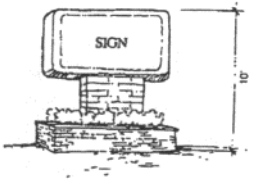
435 Attachment 1

City of Harrisonville

**APPENDIX A – NON-RESIDENTIAL SIGN
TABLE BY STRUCTURAL TYPES**

[Ord. No. 2883 App. A, 10-4-2004; Ord. No. 2956 App. A, 2-21-2006; Ord. No. 3203 §2, 2-6-2012; Ord. No. 3456, 1-7-2019]

Bus Park

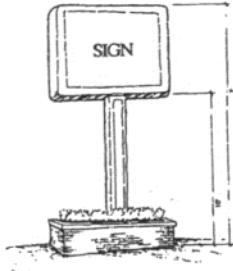
Sign Types	Multi-tenant	C-O	C-1	CBD-1	CBD-2	C-2	C-3	M-1	M-2	Sign Standards
Structural Types										
Awning, Canopy or Marquee Sign 	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	Max No.: 1 canopy sign per business Max Area: 6 s.f. Max Height: N/A Min. Setback: None Illumination: None	There shall be a minimum clearance to code from a canopy sign to the sidewalk.
Ground Sign 	Not permitted	Max No.: 1 sign per premises Max Area: 32 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	Max No.: 1 sign per premises Max Area: 32 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	Not permitted	Max No.: 1 sign per premises Max Area: 32 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	Max No.: 1 sign per premises Max Area: 32 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	Max No.: 1 sign per premises Max Area: 32 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	Max No.: 1 sign per premises Max Area: 64 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	Max No.: 1 sign per premises Max Area: 64 s.f. Max Height: 10' Min. Setback: None Illumination: Allowed	The support structure must be no less than 50 percent of the width of the face of the sign, presenting a monolithic base. Landscaping required in all non-industrial districts.

435 Attachment 1:1

Supp 26, Aug 2020

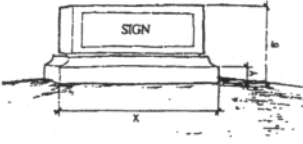
HARRISONVILLE CITY CODE

Bus Park

Sign Types	Multi-tenant	C-O	C-1	CBD-1	CBD-2	C-2	C-3	M-1	M-2	Sign Standards
Structural Types										
Elevated Sign 	Not permitted	Not permitted	Not permitted	No permitted	Not permitted	Max No.: 1 sign per public street frontage. Maximum sign area sq. ft. is to be divided between each sign. Max Area: Individual building with 1 tenant (1 sign only), 100 sq. ft. maximum area. Individual building with 2-4 tenants (1 sign only), 120 sq. ft. maximum area. Shopping center less than 50,000 sq. ft. floor area (1 sign), 160 sq. ft. maximum area. Shopping center 50,000 to 100,000 sq. ft. floor area (1 sign), 200 sq. ft. maximum area. Shopping center greater than 100,000 sq. ft. floor area (1 sign), 300 sq. ft. maximum area. Max Height: 50' except no higher than 10' above the nearest highway road elevation Min. Setback: 10' Illumination: Allowed	Max No.: 1 sign per premises in the Highway Overlay District Max Area: 100 s.f., except 144 s.f. in Highway Overlay District Max Height: 50' Min. Setback: 10' Illumination: Allowed	Max No.: 1 sign per premises in the Highway Overlay District Max Area: 100 s.f., except 144 s.f. in Highway Overlay District Max Height: 50' Min. Setback: 10' Illumination: Allowed	Max No.: 1 sign per premises in the Highway Overlay District Max Area: 100 s.f., except 144 s.f. in Highway Overlay District Max Height: 50' Min. Setback: 10' Illumination: Allowed	Elevated signs allowed in Highway Overlay District, as shown on the zoning map, generally are limited to within 1,000' of the state right-of-way of an interchange with U.S. 71 Highway; and Maximum Height may be increased with a variance if highway sight lines dictate. Landscaping required in all non-industrial districts

SIGN REGULATIONS

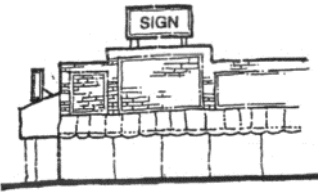
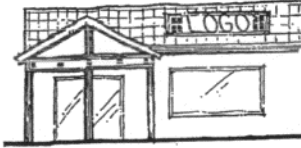
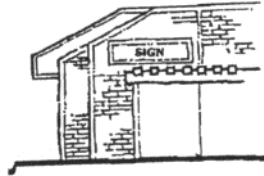
Bus Park

Sign Types	Multi-tenant	C-O	C-1	CBD-1	CBD-2	C-2	C-3	M-1	M-2	Sign Standards
Structural Types										
Monument Sign 	Max No.: 1 monument sign per premises Max Area: 32 s.f. Max Height: 6' Min. Setback: 10' from property line; or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Max No.: 1 monument sign per premises Max Area: 32 s.f. Max Height: 6' Min. Setback: 10' from property line; or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Max No.: 1 monument sign per premises Max Area: 64 s.f. Max Height: 6' Min. Setback: 10' from property line; or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Not permitted	Max No.: 1 monument sign per premises Max Area: 32 s.f. Max Height: 6' Min. Setback: 10' from property line; or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Max No.: 1 monument sign per premises Max Area: 64 s.f. Max Height: 6' Min. Setback: None, or as approved by the Planning and Zoning Commission Illumination: None, or indirectly or internally illuminated	Max No.: 1 monument sign per premises Max Area: 64 s.f. Max Height: 6' Min. Setback: 10' from property line; or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Max No.: 1 monument sign per premises Max Area: 72 s.f. Max Height: 8' Min. Setback: None, or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Max No.: 1 monument sign per premises Max Area: 72 s.f. Max Height: 8' Min. Setback: None, or as approved by the Planning and Zoning Commission Illumination: None, or indirectly	Ground signs shall strictly comply with sight triangle setback requirements. Landscaping required in all non-industrial districts.
Sandwich Board and Sidewalk Signs 	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	Max No.: 1 per premises, <u>Maximum area</u> shall be 6 sq. ft.. Setback and illumination: None	See Section 435.125
Portable Display Sign 	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	
Projecting Sign 	Max No.: 1 per premises Max. Area: 16 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per premises Max. Area: 16 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per premises Max. Area: 16 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per premises Max. Area: 16 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per premises Max. Area: 16 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per building facade. Max. Area: 32 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per building facade. Max. Area: 16 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per building facade Max. Area: 48 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Max No.: 1 per building facade Max. Area: 48 s.f. Max Height: N/A Min. Setback: See standards column Illumination: None, or indirectly.	Signs shall not project beyond the property line; except that signs in the CBD-1 District may project above a public sidewalk, provided they are elevated no less than 10' above the highest point of the walk.

¹ Editor's Note: Special signs size change for all zoning districts [Amended 8-5-19 by Ord. No. 3471]

HARRISONVILLE CITY CODE

Bus Park

Sign Types	Multi-tenant	C-O	C-1	CBD-1	CBD-2	C-2	C-3	M-1	M-2	Sign Standards
Structural Types										
Roof Sign Elevated/Projecting 	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Max No.: 1 per structure Max. Area: 10% of the roof face. Max Height: 10' above the peak roof line Min. Setback: N/A Illumination: None, or indirectly	Roof signs shall meet building codes and permit requirements.
Roof Sign Flush-Mounted Logo 	Max. No.: 2 per structure Max area 10% of roof face Max height below peak roof line No setback Light ok	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	Not Permitted, unless permitted by the HPC.	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	Max. No.: 2 per structure Max. Area: 10% of the roof face Max Height: Below the peak roof line Min. Setback: N/A Illumination: Allowed	
Temporary Signs 	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	16 sq. ft. maximum sign face. 32 sq. ft. total per lot or parcel	See Section 435.120
Wall Sign 	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	Max. No.: None Max. Area: 25% of the wall Max. Height: N/A Min. Setback: N/A Illumination: None, or indirectly	A master plan shall be submitted for wall signage where there are multiple tenants on one premises. Attached wall signs shall meet building codes and permit requirements.

SIGN REGULATIONS

Bus Park

Sign Types	Multi-tenant	C-O	C-1	CBD-1	CBD-2	C-2	C-3	M-1	M-2	Sign Standards
Structural Types										
Window Sign 	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	<u>Max. Area:</u> 50% of window area, for each window <u>Max. Height:</u> N/A <u>Min. Setback:</u> N/A <u>Illumination:</u> Allowed	Window signs shall not obstruct public safety officer's sight lines into a building.

SIGN REGULATIONS

435 Attachment 2

City of Harrisonville

APPENDIX B – TABLE OF PERMITTED AND SPECIALLY PERMITTED SIGNS ZONING DISTRICTS
[Ord. No. 2883 App. B, 10-4-2004; Ord. No. 2956 (App. B), 2-21-2006; Ord. No. 3456, 1-7-2019; Ord. No. 3471, 8-5-2019]

Sign Types	Residential							Non-Residential							Sign Standards	
	A	E	R-1	R-1M	R-2	R-3	R-4	C-O	C-1	CBD-1	CBD-2	C-2/Bus Park	H-1	M-1		M-2
Functional Types																
Animated Sign												S	S	S	S	See section on sign limitations
Attention Attracting Device								P	P	P	P	P	P	P	P	
Billboard												S		S		(Section 435.140)
Business Sign	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	
Construction Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Highway maintenance, construction site entrance
Electronic Message Board								P	P	P	P	P	P	P	P	
Entrance/Exit Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Identification Sign, Property	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Inflatable Sign								C	C	C	C	C	C	C	C	
Pole Sign																(See "elevated sign" definition)
Sandwich/Sidewalk Signs								P	P	P	P	P	P	P	P	(Section 435.125)
Temporary Sign Section 435.120	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Individual sign 16 sq. ft. maximum, 32 sq. ft. aggregate total per lot/parcel/premises.
Structural/Physical Types																
Awning, Canopy or Marquee Sign	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	
Ground Sign (Exclusive of Elevated/Monument Signs)									P		P	P	P	P	P	

Attachment: 4 BOA RS 11_7_22 Sign Code changes Appendix B (Sign Code Changes)

HARRISONVILLE CITY CODE

Sign Types	Residential							Non-Residential							Sign Standards	
	A	E	R-1	R-1M	R-2	R-3	R-4	C-O	C-1	CBD-1	CBD-2	C-2/Bus Park	H-1	M-1		M-2
Elevated Sign (Exclusive of Ground/Monument Signs)												P	P	P	P	Subject to distance from interchanges with I-49/Highway 71.
Monument Sign (Exclusive of Ground/Elevated Signs)								P	P	P	P	P	P	P	P	
Portable Movable Display Sign																
Projecting Sign								P	P	P	P	P	P	P	P	
Roof Sign — Elevated/Projecting														S	S	
Roof Sign — Flush-Mounted								P	P		P	P	P	P	P	
Temporary Signs	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6 sq. ft. per sign, 30 ft. aggregate total.
Wall Sign								P	P	P	P	P	P	P	P	
Window Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Blank Cell = Prohibited sign type
 C = Conditionally permitted
 P = Permitted sign
 S = Special use permit required

Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AMENDING THE CITY'S SIGN REGULATIONS**

WHEREAS, the City of Harrisonville desires to amend various sign regulations contained in 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 435.030(A) is hereby amended to read as follows:

“A. Sign Permits. Every Sign shall conform to the requirements of these Sign Regulations, irrespective of when such Sign was established within the City limits unless otherwise allowed for in these Sign Regulations. Any Sign, except a Temporary Sign, shall, by definition, be a structure. No Sign shall be erected, enlarged, constructed or otherwise installed without first obtaining a Sign permit, unless specifically exempted by these Sign Regulations, and a Sign permit shall be legally issued only when in compliance with these Sign Regulation. All Signs shall be constructed in such a manner and of such material that they shall be safe and substantial.”

Section 2: Section 435.070 is hereby amended to read as follows:

“Any word or phrase, which is defined in this Section, shall have the meaning assigned to it by this Section whenever the word or phrase is used in these Sign Regulations. See Section 435.080 for definitions and/or descriptions of Functional Types and Structural Types of Signs, General Definitions. As used in these Sign Regulations the following terms shall have these prescribed meanings:

ABANDONED SIGN

Any Sign described under Section 435.160.

AGGREGATE OR GROSS SIGN FACE AREA

The total combined square feet resulting from adding together all Sign Face Areas of all Signs legally located on a Parcel. The Sign Face Area of each Sign shall be calculated as specified in Section 435.130(D), Computation of Sign Face Areas.

AWNING

A roof-like cover that projects from the wall of a building for the purpose of shielding a doorway, walkway or window from the elements. Awnings are often made of fabric or flexible plastic supported by a rigid frame and may be retracted into the face of the building. Awnings are not considered as temporary signs.

Attachment: 5 O. New City Sign Ordinance (00042392xC1FED) CJA final (Sign Code Changes)

BILLBOARD

A Billboard is an Off-Premise Sign that is regulated in Section 435.140.

ELEVATION DRAWING

A depiction or drawing to scale showing horizontal and vertical elements of a building or structure, including but not limited to walls, roof lines and other architectural features.

FABRIC MESSAGE DISPLAY

A Sign made of fabric, cloth, vinyl or some other textile material. Fabric Message Displays are considered a Temporary Sign type.

FACADE

The front of a building or any of its sides facing a public way or space, especially one (1) distinguished by its architectural treatment.

FREESTANDING SIGN

A Sign Structure permanently attached to the ground and that is wholly independent of any building or other structure. The term "Freestanding Sign," includes, but is not limited to, Ground Signs and Monument Signs.

FULLY ILLUMINATED

Any Sign Structure that is illuminated by an external or internal light source that is visible.

ILLUMINATED

See "FULLY ILLUMINATED," "INDIRECTLY ILLUMINATED" and "INTERNALLY ILLUMINATED."

INDIRECTLY ILLUMINATED

Any Sign Structure that is partially or completely illuminated at any time by an external light source that is shielded to not be visible at eye level.

INTERNALLY ILLUMINATED

Any Sign Structure that is illuminated internally over its entire area by use of electricity or other artificial light.

LOT

A tract of land having specifically described legal boundaries.

MARQUEE

A roof-like structure, often bearing a Sign, projecting over an entrance. Example, but not limited to, a theater.

MONOLITHIC BASE

A solid support of a Sign Face the width of which is no less than fifty percent (50%) of the Sign Face width.

MULTI-FACED

A Sign Structure that contains two (2) or more Sign Face surfaces that are located on different sides of the Sign Structure and are separated from each other at their nearest point by no more than three (3) feet.

MULTI-TENANT NON-RESIDENTIAL DEVELOPMENT

A single office, commercial or industrial Parcel that is designed or intended for occupancy by two (2) to four (4) businesses.

MULTI-TENANT BUILDING

Any single building designed and constructed for two or more tenants, each with separate public exterior entrances.

PARCEL

A Lot or contiguous group of Lots under single ownership or under single control usually considered a unit for purposes of residence, development and/or business.

PERMANENT SIGN

Any Sign type not classified as a Temporary Sign, and requiring a sign permit, and which is constructed of durable materials, and is permanently fixed in place with the exception of Sandwich Board and Sidewalk Signs, and is intended to be displayed for an indefinite period of time.

PREMISES

A Lot or Parcel, together with all buildings and structures thereon. In the case of multi-tenant buildings or multi-tenant non-residential developments or shopping center buildings with any number of retail, service, or other establishments, a premise shall be defined as each tenant space or business space structure. Sign regulations, with the exception of temporary sign regulations, shall apply to each tenant space or business space and its structure. Temporary signs shall not be allowed on parcel premises common areas of Multi-Tenant Buildings or Multi-Tenant Non-Residential Developments.

SHOPPING CENTER

A unified retail commercial grouping in one (1) or more buildings of a minimum five (5) retail or service establishments.

SIGN

Any object, device, display or structure, or part thereof, that is used to advertise, identify, display a message, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images. Other than Billboards, On-Premise Signs, except temporary signs, are accessory structures to the principal structure or use on a Parcel. Special regulations relating to Billboards are located in Section 435.140 Regulations Relating to Billboards. Examples of items which typically do not satisfy the necessary elements of this definition, include, but are not limited to, original art displays, architectural elements incorporated into the style or function of a building, or

inscriptions on decorative rocks.

SIGN FACE

The area of the Sign that contains the words or pictorial images making up the message of the Sign as more fully defined in Section 435.130(D).

SIGN FACE AREA

The area or display surface as defined in Section 435.130(D).

SIGN HEIGHT

The vertical distance to the highest point of a Sign Structure, as measured from the average grade at the base of the Structure or directly below a projecting structure.

SIGN STRUCTURE

All elements of a Sign, including the Sign Face, background or decorative elements related to the presentation of the Sign's message, and the structural supports.

SIGN, OFF-PREMISE

A Sign directing attention to a name, a business product, development, or service which is offered, manufactured, or sold at a location other than the Lot or Parcel upon which such Sign is located.

SIGN, ON-PREMISE

Any Sign other than an Off-Premise Sign.

STRUCTURE

That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner or anything constructed or erected with a fixed location on the ground or attached to something with a fixed location on the ground. Structures include but are not limited to buildings, walls, fences, billboards, poster panels, above ground storage tanks, and similar uses. Excluded are temporary signs, sidewalks, pavement and public improvements such as utility poles, street light fixtures, and street signs.

TEMPORARY SIGN

A sign that is, due to its materials and methods of construction, intended to be posted for a temporary period of time, not to exceed thirty (30) days, nor more often than two (2) times per year, on any given parcel or property, on public or private property, and is constructed from nondurable materials, including but not limited to, paper, cardboard cloth, fabric, plastic and/or wallboard and does not constitute a structure subject to the City's Building Code or this ordinance. Such Signs are regulated under Section 435.120.

TENANT

One who possesses or occupies land or buildings by title, under a lease, or through payment of rent; an occupant, inhabitant or dweller of a place.

Section 3: Section 435.080 is hereby amended to read as follows:

“Appendix A to this Chapter presents the type, maximum number, size, height and other restrictions relating to specific signage that are permitted by right in each zoning district.

A. Functional Sign Types.

1. **ANIMATED SIGNS:** Electronic Signs with computer-generated animation that are components of otherwise permitted Signs for a principal land use on the Premises where the Sign is placed; and whose message does not attract the attention of viewers through flashing displays.
2. **ATTENTION-ATTRACTING DEVICE:** Any flasher, blinker, animation or other object displayed temporarily to attract the attention of the public.
3. **BANNERS:** A Sign of lightweight fabric or similar material that is mounted to a pole or building. Promotional banners may be used to announce open houses or grand openings or special events. Banners are classified as temporary signs.
4. **BUSINESS SIGN:** A Sign which directs attention to a business or profession conducted or to products, services or entertainment sold or offered upon the Premises where such Sign is located or to which it is affixed.
5. **CONSTRUCTION SIGN:** A Sign indicating the names of the architects, engineers, landscape architects, contractors and similar artisans involved in the design and construction of a structure, complex or project only during the construction period and only on the Premises on which the construction is taking place. Also including incidental Signs to such project that direct deliveries or parking and warn the public of dangers inherent to the project.
6. **CONSTRUCTION SAFETY SIGN:** A Temporary Sign to protect the public from potential injury or harm by notifying the traveling (driving or pedestrian) public of safety issues regarding construction of infrastructure repairs or improvements within the public right-of-way.
7. **ELECTRONIC MESSAGE BOARD:** A type of Sign that presents its message through illumination of intermittent or moving lights forming the letters, numbers or symbols of the message, whether or not the message appears to move across the Sign Face.
8. **ENTRANCE/EXIT SIGN:** A Sign used to safely direct vehicular traffic and emergency services into or out of a Parcel or to or from a business via a driveway from a street if each Sign complies with the following:
 - a. Entrance/exit Signs may be located at driveways that provide access into or from the Parcel.
 - b. There shall be no more than two (2) Signs per driveway.

c. Each Sign shall not exceed six (6) square feet in Sign Face Area nor be more than two and one-half (2 1/2) feet in height.

9. IDENTIFICATION SIGN, PROPERTY: A Sign giving the name and address of a structure, business, development or establishment. Such Signs may be wholly or partly devoted to a readily recognized symbol.
10. INFLATABLE SIGN: A Sign that is intended to be expanded by air or other gas for its proper display or support. Inflatable signs are classified as temporary signs.
11. POLE SIGN: A Freestanding Sign attached to a bare pole, as distinct from an "Elevated Sign." New pole signs are not allowed. Existing pole signs must be used and maintained, or they become non-legal non-conforming and must be removed. These signs are prohibited unless existing and allowed per Section 435.150 of these Sign Regulations.
12. SANDWICH BOARD AND SIDEWALK SIGNS as defined in these Sign Regulations under Section 435.125, Special Signs. Sandwich Board and Sidewalk Signs.

B. Structural Sign Types.

1. AWNING, CANOPY OR MARQUEE SIGN: A Sign that is mounted on, painted on, or attached to an awning, canopy or marquee. No such Signs shall project above, below or beyond the awning, canopy or marquee.
2. GROUND SIGN: Any Sign placed upon, or supported by, the ground independent of the principal structure on the Parcel, where the bottom edge of the Sign is less than six (6) feet above the ground, and the support structure is no less than fifty percent (50%) of the width of the face of the Sign, presenting a monolithic base.
3. ELEVATED SIGN: Any Sign placed upon, or supported by, the ground independent of the principal structure on the Parcel where the bottom edge of the Sign is ten (10) feet or more above the ground level, and where the support structure is other than a bare pole.
4. MONUMENT SIGN: Any Sign whose base is greater in width than the face of the Sign, and whose height is no greater than six (6) feet.
5. SANDWICH BOARD AND SIDEWALK SIGNS: A Sign that is intended to be easily moved by an individual and that is not permanently affixed to a structure or the ground, including, but not limited to, a-frame, t-frame and sandwich-board Signs. These sign types are constructed of permanent durable materials. Banners on t-posts are not included in this definition. **Figure 5 SANDWICH BOARD AND SIDEWALK SIGNS**

6. **PORTABLE MOVABLE DISPLAY SIGN:** A movable display, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the Sign may be painted or non-painted and capable of being readily altered. Portable Movable Display Signs may be with or without electrical illumination, power or wheels. Portable Movable Display Signs are prohibited unless existing and allowed per Section 435.150 of these Sign Regulations.
7. **PROJECTING SIGN:** A Sign that is wholly or partly dependent upon a building structure for support and which projects more than twelve (12) inches from such structure. Projecting Signs shall not project more than five and one-half (5 1/2) feet beyond the face of the building. Projecting Signs shall be a minimum of ten (10) feet above the level of any sidewalk from the bottom of the Sign.
8. **ROOF SIGN, ELEVATED/PROJECTING:** A Sign totally supported on the roof of a structure, not including flush-mounted logo roof Signs. Elevated/projecting roof Signs shall not project more than twelve (12) inches beyond the face of the structure. In no case shall an Elevated/projecting roof Sign project more than ten (10) feet beyond the highest point of the portion of the roof on which the Sign is located.
9. **ROOF SIGN FLUSH-MOUNTED:** A Sign totally supported on the roof of a structure of the Tenant of such structure. Flush-Mounted Roof Signs shall be mounted parallel to the peak of the roof. In no case shall a Flush-Mounted Roof Sign project above the highest point of the roof.
10. **WALL SIGN:** A building-mounted Sign either attached to or displayed or painted on an exterior wall in a manner parallel with the wall surface and not projecting from such surface more than twelve (12) inches.”

*Editor’s Note: All Figures currently in Section 435.080 are explicitly not amended by this Ordinance, and shall remain in Section 435.080 upon this Ordinance’s passage.

Section 4: Section 435.100(A)(1) is hereby amended to read as follows:

“A. The types of Signs listed below are prohibited and may be removed by the City of Harrisonville at any time through standard regulatory enforcement proceedings.

1. **Private Signs On Public Property.** Any Sign not otherwise allowed by these regulations that is attached to a fence, tree, temporary structure, utility pole or any other public property, except those authorized by agencies of the Federal, State or local government. These signs are subject to immediate removal by City Code Enforcement.”

Section 5: Section 435.120 is hereby amended to read as follows:

“A. Purpose and Findings.

The Governing Body enacts this Ordinance to establish reasonable, narrowly tailored

regulations for the posting of Temporary signs on public and private property. Temporary Signs left completely unregulated, can become a threat to public safety as a traffic hazard, and a detriment to property values as an aesthetic nuisance.

By implementing these regulations, the City intends to:

- 1) Balance the rights of individuals to convey their messages through temporary signs and the right of the public to be protected against the unrestricted proliferation of signs;
- 2) Further the objectives of the City's comprehensive plan;
- 3) Protect the public health, safety and welfare;
- 4) Reduce traffic and pedestrian hazards;
- 5) Protect property values by minimizing the possible adverse effects and visual blight caused by signs;
- 6) Promote economic development; and
- 7) Ensure the fair and consistent enforcement of the temporary sign regulations.

This ordinance is not intended to, and should not be read to include content-based regulations. If for any reason any portion or part of this Ordinance set out in this Section, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Section.

B. Regulations.

Temporary signs, as defined in 435.070, may be posted on property in all Zoning Districts of the City, subject to the following requirements:

- 1) The total square footage for Temporary signs on any lot or parcel in any district, in the aggregate, shall not exceed thirty-two (32) square feet, with no individual sign exceeding sixteen (16) square feet. The total square footage of a temporary sign is measured to include all of the visible display area of one side of the sign and only the area of one side of a double-sided 180 degree opposite sides sign is included in the aggregate calculation.
- 2) Signs shall not exceed five (5) feet in height measured from the average grade at the base of the sign.
- 3) No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard. Temporary Signs shall meet all setback requirements specific to structures and other sign types for any

given zoning district and are prohibited in any sight triangle as defined in Sections 410.160 and 410.350 I.

- 4) No sign shall be illuminated or painted with light reflecting paint.
- 5) A sign shall only be posted with the consent of the property owner or occupant. Signs posted in the public right of way may only be posted with the permission of the person or entity that has a duty to maintain such section of the right of way. Provided further, no temporary sign shall be placed closer than 5 feet to edge of the pavement or curb of the street if permission is given for placement in a public right of way or dedicated easement.
- 6) All temporary signs must be maintained in a state of good repair for the duration of their use.
- 7) Sign permits are not required for temporary signs.
- 8) Temporary signs are signs that are intended to be posted for a temporary period of time, not to exceed thirty (30) days, nor more often than two (2) time periods per year, on any given lot, parcel, or property.

C. Removal or Replacement of Temporary Signs:

- 1) The person who has posted or directed the posting of the sign is responsible for the removal or replacement of that sign.
- 2) If that person does not remove or replace the sign in accordance with these regulations, then the property owner or occupant of the building or lot where the sign is posted is responsible for the sign's removal or replacement.

D. Obscene Materials.

Obscene signs, flags, banners, or any sign of any type are prohibited. "Obscene" is defined as any material that (1) whether the average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest; (2) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and (3) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Section 6: Section 435.125 is hereby amended to read as follows:

"Section 435.125 Sandwich Board and Sidewalk Signs.

- A. Sandwich Board and Sidewalk Signs. One (1) Sandwich Board or one Sidewalk sign may be permitted display per premise, with a permit. The signs shall be constructed of permanent, and approved, materials The provisions of Section 435.130(B), "Sign Maintenance" shall apply. These types of signs are never allowed to block the public way

or any ADA accessible route on any public or private sidewalk or accessible route, signs in violation may be removed immediately by City Code Enforcement.

- B. Maximum Gross Area Or Aggregate Sign Face Area Of Sandwich Board and Sidewalk Signs. The maximum gross area or Aggregate area of all Sign Face Areas displayed upon any Premises shall be limited to Six (6) square feet.

Section 7: That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 7th day of November 2022. Read for the second time by title only on the 7th day of November 2022.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 7th day of November, 2022

Attachment: 5 O. New City Sign Ordinance (00042392xC1FED) CJA final (Sign Code Changes)