



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

**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 3, 2023
6:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Dec 5, 2022 6:00 PM**
 - B. Board of Aldermen - Work Session - Dec 5, 2022 6:30 PM**
- 5. Agenda Items**
 - A. Council Bill 001: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF MILTON SIEGENTHALER TO THE PLANNING AND ZONING COMMISSION.**
 - B. Council Bill 002: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A LEGISLATIVE AGENDA FOR THE YEAR 2023.**
 - C. Council Bill 003: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND THE MISSOURI PUBLIC UTILITY ALLIANCE RESOURCE SERVICE CORPORATION FOR ELECTRIC LINE SERVICES, AND ESTABLISHING AN EFFECTIVE DATE.**
 - D. Council Bill 004: AN ORDINANCE OF THE HARRISONVILLE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AMENDED MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND ESTABLISHING AN EFFECTIVE DATE.**

- E. Council Bill 005: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE**
- F. PUBLIC HEARING: Swift Transportation Rezoning from C-2 to M-2**
- G. Council Bill 006: AN ORDINANCE OF BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE DENYING A REZONING OF APPROXIMATELY 2.8 ACRES OF LAND FROM SERVICE BUSINESS DISTRICT (C-2) TO GENERAL INDUSTRIAL DISTRICT (M-2) ON LAND LOCATED AT 2704 N. HIGHWAY 291 IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.**
- 6. Aldermen and Committee Reports**
- 7. Report from the City Administrator**
 - A. November 2022 Municipal Court Report**
- 8. Questions from the Media**
- 9. Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 30th day of December, 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.



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
DECEMBER 5, 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	Remote	
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Excused	
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, Fire Chief Rusty Sullivan, Parks and Recreation Grant Purkey, Community Development Director Christina Stanton, Electric Superintendent Andy Pollard, Police Lieutenant Darla Harris, Executive Secretary to the City Administrator Theresa West, Mid-America Regional Council KC Communities for All Ages Project Coordinator Cathy Boyer-Shesol and Director of Local Government Services Lauren Palmer, President of Love the Harrisonville Square Amanda Stites and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Communities For All Ages - Bronze Recognition

Mid-America Regional Council KC Communities for All Ages Project Coordinator Cathy Boyer-Shesol outlined what it means to be a Community for All Ages.

Boyer-Shesol spoke to the program's goal of developing programs and tools to support first-tier suburbs, help communities respond to a rapid increase in the older adult population, and make communities more welcoming for all age groups.

Minutes Acceptance: Minutes of Dec 5, 2022 6:00 PM (Approval of Minutes)

Boyer-Shesol commended the perseverance of the Harrisonville community, as the process was delayed due to the COVID-19 Pandemic.

Mayor Bowman thanked Boyer-Shesol for the award and said she looks forward to seeing her again when Harrisonville reaches the Silver and Gold levels.

RESULT: PRESENTED

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Nov 21, 2022 6:00 PM

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

B. Board of Aldermen - Work Session - Nov 21, 2022 6:30 PM

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

5. Agenda Items

A. Love the Harrisonville Square Presentation to Board of Aldermen

Amanda Stites, President of Love the Harrisonville Square, gave a presentation to the Mayor and Board of Aldermen about the history of the LTHS organization and some of their success stories.

Stites spoke to challenges and next steps for the organization.

Stites spoke to several current and ongoing projects that the organization is pursuing.

Stites spoke to the value of having each building on the Square occupied with restaurant or retail on the first floor, and office space or living quarters on the second floor.

Stites noted that the organization was able to record over 1,500 volunteer hours in 2022.

Stites spoke to current funding for the Love the Harrisonville Square organization, stating that the organization hopes to be able to scale their funding as their organization grows.

Stites thanked the Board for their time and for the strong partnership between the City and the Love the Harrisonville Square program.

Mayor Bowman and the Board of Aldermen thanked Stites for her efforts and for the efforts made by the Love the Harrisonville Square.

RESULT: PRESENTED

Minutes Acceptance: Minutes of Dec 5, 2022 6:00 PM (Approval of Minutes)

B. AN ORDINANCE OF THE HARRISONVILLE BOARD OF ALDERMEN ADOPTING AN OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

Alderman Doerhoff asked about discussions held during the November 21, 2022 Board of Aldermen meeting regarding a need for additional revenue sources.

City Administrator Ratliff spoke to a variety of revenue options that the City could pursue, if so directed by the Board.

Alderwoman Milner asked for clarification regarding matching funds for various grants that the City has applied for and received.

Alderman Davidson asked for an update regarding the discussions about the medical transport services at Cass Regional Medical Center.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3617.

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

C. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE TO AUTHORIZE THE HARRISONVILLE FIRE DEPARTMENT TO WRITE-OFF A SERIES OF DESIGNATED, UNCOLLECTIBLE DEBTS.

Staff report presented by Fire Chief Sullivan.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 2022-48.

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

D. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO CONDUCT THE ANNUAL DESTRUCTION OF RECORDS, IN ACCORDANCE WITH THE STATE OF MISSOURI RECORD RETENTION SCHEDULES.

Staff report presented by City Clerk Barnett.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 2022-49.

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

- E. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A REAL ESTATE DONATION CONTRACT WITH MATT PETERSON, REPRESENTING LLANO HARRISONVILLE BURGER STOP, LLC REGARDING THE DONATION OF APPROXIMATELY 2.6291 ACRES OF LAND LOCATED ON THE EASTERN HALF OF 1705 N. STATE ROUTE 291 AND IMMEDIATELY NORTH OF THE EXISTING CITY ELECTRIC FACILITY IN THE CITY OF HARRISONVILLE, MISSOURI.**

Staff report presented by Community Development Director Stanton.

Stanton said City staff see accepting the donation as a benefit to the City in a variety of ways, including: the potential expansion of the City's Electric Department facility and as a potential piece to be developed in partnership with the nearby Welborn property.

Stanton said staff recommend approval.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 2022-50.

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

- F. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ELECTING CHANGES UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES' RETIREMENT SYSTEM**

Staff report presented by Director of Administrative Services Smith.

Alderman Doerhoff asked for the total fiscal impact to the City for the year 2023.

Smith said the impact would be \$213,484, spread across all City funds.

Alderman Turner asked if the benefit would be provided to those who have already retired.

Smith said the benefit would only be for current employees who have not yet retired.

Alderman Davidson spoke to the benefit of retaining quality employees.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3618.

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

- G. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING SECTION 215.1800 OF THE HARRISONVILLE MUNICIPAL CODE**

Staff report presented by City Administrator Ratliff.

Ratliff spoke to the potential fiscal impact of recreational marijuana to the City of Harrisonville.

Ratliff spoke about additional municipal code changes that will need to be made in future months.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3619.

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

6. Aldermen and Committee Reports

Alderswoman Franklin said she attended the Christmas on the Square event and said she enjoyed all the festivities in downtown Harrisonville. Franklin also congratulated Electric Superintendent Pollard on his department meeting their goal. Franklin wished everyone a Merry Christmas and a Happy New Year.

Alderman Davidson thanked City staff for their hard work and diligence in overseeing the creation of the 2023 budget.

Alderman Mills said he enjoyed participating in the Christmas on the Square event.

7. Report from the City Administrator

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

Ratliff informed the Board that the City has seen \$909,024 designated by the Mid-America Regional Council's STP Committee for improvements at Independence Street and Missouri Highway 2.

Ratliff provided an update to current single-family housing construction permits within the City, stating that there have now been 47 single-family permits issued in 2022.

Ratliff informed the Board that a new design has been proposed for the Lake Harrisonville Intake Riser Structure and Outfall Pipe project. Ratliff said the plan is to take the new design to three contractors and request a construction estimate.

Ratliff said City staff are coordinating and preparing for an industrial site visit on December 6. Ratliff said the team will be in Harrisonville from 2 p.m. to 6 p.m.

8. Questions from the Media

None.

9. Adjourn From Regular Session

Mayor Bowman reminded all in attendance that the December 19, 2022 meeting has been cancelled and that the next meeting will be held on Tuesday, January 3, 2023.

Bowman also informed the Board that the second January meeting will be held on Tuesday, January 17, in honor of Martin Luther King Jr. Day.

Bowman encouraged all in attendance to drive by and take a look at the holiday decorations and lights that have been set up in Marler-Wirt-Allen Park and thanked Parks and Recreation staff for putting it all in place.

Bowman thanked Harrisonville resident Ruby Brown for generously donating a tree from her yard to serve as the 2023 Mayor's Christmas Tree. Bowman said she has instructed City Clerk Barnett to present Ms.

Brown with a framed picture from the celebration including the children who helped light the tree and the tree itself in the background.

Bowman thanked Ms. Brown, her granddaughter Tammy Makey and their entire family for their generosity and support of the Harrisonville community.

A motion was made by Alderwoman Milner to adjourn, with a second by Alderman Turner. Motion carried with all ayes. Meeting adjourned at 7:08 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Dec 5, 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
DECEMBER 5, 2022
6:30 PM

1. Call to Order

The meeting was called to order at 7:18 PM by Mayor Judy Bowman.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Remote	
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Excused	
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, Executive Secretary to the City Administrator Theresa West, Austin Parker of Parker & Parker Law Firm and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Discussion on Old County Hospital Property

Austin Parker of Parker & Parker Law Firm spoke to his firm's desire to make improvements to the Bizarre Bazaar facility and the old Cass Regional Medical Center.

Parker said the goal for the hospital location would be to construct 299 quality, affordable family rental units and potentially a new Cass County Public Library facility.

Parker said the goal for the Bizarre Bazaar location would be a 78-unit hotel as well as two restaurant pad sites.

Parker said each location will see significant site improvements, including drainage enhancements and utility infrastructure upgrades.

Parker outlined the current conditions of the Bizarre Bazaar location and the old Cass Regional Medical Center.

Parker said his firm is requesting the City of Harrisonville issue Chapter 100 bonds for each project and 65-percent Payments In Lieu of Taxes (PILOT) for each project.

Parker provided comparisons between current property tax in each location and potential future property tax after construction.

Alderman Davidson asked how long each project would last.

Parker estimated that the hotel project would last about 12 months and the residential housing project would take between 12 and 18 months.

Alderman Turner asked when the project would break ground.

Parker estimated that they would break ground on the hotel project in the spring of 2023, if acquisition and funding approvals are received.

Mayor Bowman spoke about the value of the Bizarre Bazaar project, as it lines up with the Royal Street Extension project.

Alderman Zaring asked about the need for potential infrastructure improvements at the old hospital property.

Zaring asked if the plan would be to complete the projects and then sell them.

Parker said his firm does not plan to sell the properties.

Parker said the firm does not plan to complete either project by utilizing Section 8 or Housing and Urban Development resources.

Several members of the Board shared their excitement about the potential projects.

A motion was made by Alderwoman Milner to adjourn from the Work Session. The motion was seconded by Alderwoman Franklin. 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 Dec 5, 2022 6:30 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: December 16, 2022
SUBJECT: Milton Siegenthaler appointed to Planning & Zoning

Type of Item: *Approval*

A. Action Item (ID # 4404)

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

Attachments:

Milton Siegenthaler appointed to Planning & Zoning (DOCX)

Council Bill No. 2023**Resolution No. 2023****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF MILTON SIEGENTHALER 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, Milton Siegenthaler 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 appointment of Milton Siegenthaler 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 appointment of Milton Siegenthaler to the Planning and Zoning Commission.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 3RD DAY OF JANUARY 2023.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

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

Attachment: Milton Siegenthaler appointed to Planning & Zoning (Milton Siegenthaler appointed to Planning & Zoning)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 3rd day of January 2023.

Attachment: Milton Siegenthaler appointed to Planning & Zoning (Milton Siegenthaler appointed to Planning & Zoning)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 29, 2022
SUBJECT: 2023 Legislative Agenda

Type of Item: *Approval*

B. Action Item (ID # 4412)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE
APPROVING A LEGISLATIVE AGENDA FOR THE YEAR 2023.

Attachments:

2023 Legislative Agenda (DOCX)

Legislative Agenda for 2023 (DOCX)

HARRISONVILLE

MAYOR & BOARD OF ALDERMEN 2023 LEGISLATIVE AGENDA

Approved by
Resolution on
December 5, 2022



City of Harrisonville Legislative Policy 2023

The City of Harrisonville supports the Mission Statement of the Missouri Municipal League “To strengthen cities through a unified voice, cooperation, effective services and a proactive agenda.”

FOCUS AREAS FOR THE CITY OF HARRISONVILLE

Legislation - Petroleum Storage Tank Insurance Fund (PSTIF)

The Petroleum Storage Tank Insurance Fund (“PSTIF”) was created by the Missouri Legislature to fund the cleanup of contamination when underground storage tanks leak gasoline and pollute surrounding land and water. The City of Harrisonville has been one of the many entities involved in litigation due to continuous bad acts by the PSTIF Board of Trustees (the “PSTIF Board”), its employees, and its agents.

The PSTIF Board’s misdeeds have not gone unnoticed, and the EPA has contacted the PSTIF Board on various occasions to inform it that it exceeded its authority and abused its power. According to the EPA, the PSTIF Board’s conduct endangers human life.

The Missouri Department of Natural Resources (“DNR”) has also admonished the PSTIF Board for its misconduct by repeatedly informing the PSTIF Board that it wrongfully interferes with site cleanups, as it did in Harrisonville. This inhibits the ability to have clean land and waterways in the State of Missouri. The PSTIF Board has repeatedly attempted to pass legislation to absolve it of all liability, oversight, and compliance with the Missouri Sunshine Law. The City of Harrisonville is opposed to any such legislation presented by the PSTIF Board. The City of Harrisonville opposes Senate Bill 742. Through its repeated and protracted malfeasant conduct, PSTIF has demonstrated it is not protecting Missouri’s environment, citizens, or public health. PSTIF now seeks to extend its life by another five years, anoint its own chairman, and meet in locations other than Jefferson City.

The City of Harrisonville is adamantly and unequivocally opposed to this legislation and will be coordinating communication to Governor Parson and our area Missouri General Assembly delegation regarding our opposition.

The City of Harrisonville opposes Senate Bill 742 as it enables PSTIF to continue its misconduct for another decade, with a leader of its own choosing, without meeting affected citizens in a central location. The City of Harrisonville, through its extensive dealings with PSTIF, has learned that it champions the fund’s bottom line over the health and safety of Missourians. In this opposition Harrisonville hopes to save other cities from the issues it has experienced at the hand of PSTIF.

City of Harrisonville Legislative Policy 2023

FOCUS AREAS FOR THE CITY OF HARRISONVILLE

SUPPORTING LEGISLATION AIMED AT CONTINUING FUNDING FOR PROGRAMS CRITICAL TO ECONOMIC GROWTH AND WORKFORCE DEVELOPMENT

The City of Harrisonville supports continued funding of programs such as Missouri One Start, Missouri Partnership, Missouri Technology Corporation, Missouri Fast Track and Missouri Works, all critical to economic growth and workforce development.

The City of Harrisonville believes that the best decisions for utilizing economic tools in cities are made locally. Many critical projects and the jobs they create may not happen but for these tools that facilitate infrastructure improvements and the revitalization of our communities. Now more than ever, as Missouri recovers from the pandemic, the utilization tools is of critical importance.

The City of Harrisonville supports legislation that strengthens the economic tools available to municipal governments and communities throughout Missouri.

ADDITIONAL ECONOMIC DEVELOPMENT POINTS OF INTEREST

- Support deliberate and coordinated efforts in business retention.
- Marketing & positioning of Missouri products and/or services within state, national and world markets.
- Promote Missouri and its communities for new investment.
- Funding for improvement and expansion of infrastructure.
- Funding support for applied research at Missouri's universities that can stimulate job markets.
- Support of the Missouri Community Betterment Program.

OTHER AREAS OF INTEREST TO THE CITY OF HARRISONVILLE

WORKFORCE DEVELOPMENT AND HIGHER EDUCATION

- The City of Harrisonville supports legislation maintaining state funding for higher education, recognizing the need for educated workers to meet business and industry needs in Missouri, allowing high school students to gain college credit for courses at any public and nonprofit institutions in the metro area and developing state policies that support stackable credentials, such as short-term certificate programs at community colleges and universities to establish an adaptive workforce.

MUNICIPAL ELECTIONS

- The City of Harrisonville strongly opposes any legislation, including **HB 1611**, that attempts to move municipal, school board, fire district and local tax elections away from April. We further oppose any legislation that requires municipal candidates to declare political party affiliation. We believe the best government is the one closest to the people and any attempt to merge municipal elections with national elections would overshadow and reduce local election exposure. This combined with introducing partisanship would only serve to undermine the importance and integrity of local elections.

BROADBAND EXPANSION

- The City of Harrisonville believes that our statewide internet infrastructure is in desperate need of expansion, not just rural Missouri but in many urban areas. It is especially urgent in our “new normal” where our workforce, students and healthcare depend on this essential access to be fully productive. Broadband has become another necessary utility and should be available to all Missourians. The City of Harrisonville endorses legislation that supports expansion of broadband access that meets the requirements of remote working and learning throughout the state, regardless of whether it is accomplished through matching funds, overlay districts or if the provider is a public, private or a joint public/private partnership.

PERSONAL PROPERTY TAX REDUCTION/ELIMINATION

- The City of Harrisonville opposes legislation that attempts to eliminate or severely reduce the collection of personal property taxes, including proposed **Senate Bills 649 and 911**. Property tax remains a mainstay of local-government finance in Harrisonville and throughout Missouri, providing a major source of revenue for vital City services. Eliminating or reducing personal property tax also has potential for new taxes to be levied upon citizens throughout Missouri.

MUNICIPAL FINE REDIRECTION

- The City of Harrisonville opposes any proposed legislation, including **HB 1494**, attempting to redirect funds generated from municipal court fines. Municipal Courts play a vital role in the judicial process and a redirection of the funds generated by their fines would put an increased burden on cities operating a municipal court.

COURT REFORM

The City of Harrisonville has seen a 300% increase in Failure to Appear since the adoption of SB5 and SB572

While some of the reforms implemented by Senate Bills 5 and 572 may have been necessary and appropriate, there were also unintended and negative consequences for many municipal courts, especially in cities where the policies and practices at issue were not in place. The result is the inability of many municipal courts to operate efficiently, fairly, and in a manner that is fiscally responsible to the taxpayers who rely on the operation of these courts to ensure their health, safety, and general welfare. Based on that, the City of Harrisonville recommends the reversal of some of those provisions, including the following:

- Returning the definition of "annual general operating revenue" to its pre-Senate Bill 572 definition and restoring the allowable percentage of annual general operating revenue generated by municipal courts for traffic violations to the pre-Senate Bill 5 level of 30%.
- Returning the maximum fine and court costs for minor traffic violations to its previous level and creating a compromised fine schedule for repeated municipal ordinance violations.
- Excluding charges amended to minor traffic violations from the definition of "minor traffic violations."
- Returning municipal courts' ability to assess costs associated with community service alternatives to defendants to avoid an unconstitutional mandate imposed by Senate Bill 572.
- Returning municipal courts' options for holding offenders fully accountable when they fail to appear in court.
- Eliminating the possibility of an automatic vote to disincorporate for failing to comply with certain reporting requirements

HB 2007 and Show Cause Orders

The City of Harrisonville adamantly supports Representative Mike Haffner (055)'s HB 2007.

The City of Harrisonville also supports any legislation to ensure that defendants can be compelled, through appropriate due process, to pay the fines that have been imposed on them for violations of the law.

FALURE TO APPEAR: Reinstate the ability for cities to make failing to appear in court when properly summoned a separate violation. Failing to appear, as it existed prior to the amendments, is a charge that requires willful conduct; that is the city must prove that the defendant had the ability to appear but did not.

Brad Ratliff
City Administrator
City of Harrisonville

bratliff@harrisonville.com
(816) 380-8919



Council Bill 2023

Resolution 2023

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A LEGISLATIVE AGENDA FOR THE YEAR 2023.

WHEREAS, the City of Harrisonville desires to approve a Legislative Agenda for each year; and

WHEREAS, a Legislative Agenda provides the City Administrator with clear direction to advocate in the City's best interests and in a manner consistent with the goals and priorities adopted by the Board of Aldermen; and

WHEREAS, City of Harrisonville staff recommend approval of the proposed Legislative Agenda for the year 2023.

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

Section 1. The proposed Legislative Agenda for the City of Harrisonville, Missouri, for the year 2023 is approved.

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 3RD DAY OF JANUARY 2023.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 3rd day of January 2023.



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 21, 2022
SUBJECT: MPUA Service Agreement

Type of Item: *Approval*

C. Action Item (ID # 4408)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND THE MISSOURI PUBLIC UTILITY ALLIANCE RESOURCE SERVICE CORPORATION FOR ELECTRIC LINE SERVICES, AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

Staff Report MPUA RSC Agreement (DOC)

Memo - MPUA Master Services 2023 (DOCX)

Electric Line Services Brochure 2023 (PDF)

Master Services Agreement MPUA 2023 (PDF)

MPUA Service Agreement 2023 (DOC)



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

5.C.a

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

To: Board of Aldermen
From: Andy Pollard, Electric Director
Date: December 22, 2022
Re: MPUA RSC Contract

GENERAL INFORMATION

Applicant:

Requested Actions: Approve the MPUA RSC Contract so that the City of Harrisonville may have additional options for contractor required work.

Date of Application: December 22, 2022

PROPOSAL

Currently, the City of Harrisonville has a contract with Black and McDonald in Kansas City for work activities that require contractor assistance in the Electric Department. The addition of MPUA as an authorized contractor would allow for additional resources for Line Work requiring a contractor.

PREVIOUS ACTIONS

In the past we have utilized Line Contractors whenever large-scale projects are needed to be done such as the building of the 69kV Transmission line that currently serves the city.

KEY ISSUES

With the Overhead to Underground project that has been suggested for the city we will need to utilize contractors to complete the work as the scope is greater than our staff can handle.

STAFF COMMENTS AND SUGGESTIONS

Mauer Law Firm has reviewed the contract and sees no issues.

STAFF RECOMMENDATION

Staff recommends entering into an agreement with MPUA to allow for additional options when needing outside assistance with large scale projects. This will in no way shall circumvent the proper bidding necessary according to the Purchasing Policies of the City of Harrisonville.

ATTACHMENTS

See MPUA Brochure and Contract Documents

Attachment: Staff Report MPUA RSC Agreement (MPUA Service Agreement)

STAFF CONTACT:

Andy Pollard, Electric Director



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

Memorandum

To: Brad Ratliff, City Administrator

From: Andy Pollard, Electric Director

RE: MPUA – Electric Line Services

Date: July 21, 2022

MPUA has put together an Electric Line Services group to assist Municipalities with projects and staffing issues by assembling a Electric Crew(s). This group will assist in maintenance and project activities, as well as staffing shortages and training. Please look over the documents that are attached and let me know if you feel we need to present in work session and whether or not you feel we could benefit from these services.

It is my recommendation that we participate in this endeavor as it could save the city money and we could use them as a possible contractor if we have a project or staffing issue arise. I do not see anything on the immediate horizon, but you never know what could occur. The Master Services Agreement and the Project Service Agreement would be our initial documents should we need their assistance. However, we do currently have a Mutual Aid agreement in place should an emergency arise.

Please let me know if you have any questions and/or concerns.

Attachment: Memo - MPUA Master Services 2023 (MPUA Service Agreement)



Why work with us?

get exclusive benefits from
your MPUA membership



5.C.c



SAVE MONEY

TRUSTED RESOURCE

TRAINING OPPORTUNITIES

Supplement your crews with equipment and labor you might not have for specialty jobs. We'll work right alongside your city's line crews or do the whole job for you.

- Non-profit organization means savings of at least 10%
- Buying services from your own organization means you can trust our crews to understand the nuances of municipal utility operations
- Training opportunities for specific line skills or with apprentices to help strengthen your hometown team's skills

Services Offered

MPUA-RSC offers a **customized approach to your electric distribution system's line service needs**. We're happy to discuss your project needs and provide a cost estimate. Prevailing wage documentation can be provided upon request. The flexibility offered by the MPUA-RSC crew means you can spread the work over several years if that works better for your utility.

- Single-phase and three-phase pole changeout
- Single-phase and three-phase reconductoring
- Overhead and underground powerline construction and maintenance
- Overhead and underground fiber optic cable installation and makeready construction
- Overhead and underground secondary and service installation
- Overhead and underground transformer installation and changeouts
- Streetlighting construction and maintenance
- Energized and de-energized on the job training in power line construction
- Some substation and non-energized transmission work (34.5 & 69 kV)

Associated Services

The MPUA Electric Line Services program has access to additional resources so let us know if you need assistance with other aspects of an electric distribution system project. Our team can discuss this with you and provide a cost estimate.

Mutual Aid

MPUA's Mutual Aid program is for emergencies. The costs are generally more expensive than regular crew work due to the amount of overtime work and the FEMA established emergency rates.

But don't worry, the MPUA-RSC line crew will also be part of the MPUA Mutual Aid network. Once we get permission from the city where we're working, we'll head to your city to lend a hand.

Working with MPUA-RSC

Agreements Needed

The first step to using the MPUA-RSC services is to contact us so we can review your project and get you a project estimate. *You will be provided two documents that need to be signed before work can start on your city's electric distribution system.*



Master Services Agreement: this document covers basic work agreement parameters. **Signing the Master Services Agreement does not require that you use any of the MPUA-RSC services or prevent you from using any other contractors.** The document includes items like general conditions, prevailing wage, grievances, and insurance. This foundational agreement can be used for any MPUA-RSC services offered once it has been signed.



Project Services Agreement: this document provides project-specific items like the scope of work to be performed and the pricing.

Purchasing Process

As a non-profit it is our goal, through the economies of scale, to be able to offer services at the lowest prices. But each city government's purchasing policies can vary. Listed below are some of the ways we can work with you.

Model Ordinance allows a city utility to allow a special purchasing arrangement between a city and the MPUA-RSC. The ordinance would allow cities to purchase services directly from the MPUA-RSC because we are a membership-based organization that exists to work in the best interest of the member without the goal of making a profit. Additionally, the IRS 501(c)(3) non-profit status includes the provision that no one benefits financially from the MPUA-RSC's income.

Request for Proposals will be responded to by the MPUA-RSC. Please have your purchasing department add the MPUA-RSC to their outreach for responses to an RFP for electric line services.

Piggyback Contract is a term used to describe one city using another city's bidding process results. If your city allows for this type of purchasing arrangement, contact us and we'll put you in contact with a city where the MPUA-RSC responded to their Request for Proposal's bidding process.

The MPUA Resource Services Corporation (RSC) is a non-profit 501(c)(3) corporation. It was organized to provide a more efficient cost structure for member utility services across multiple utility sectors—electric, natural gas, water, wastewater, and broadband.



ElectricCrew@MPUA.org
573-445-3279
MPUA.org

2200 Maguire Boulevard
Columbia, MO 65201

MASTER SERVICES AGREEMENT

BETWEEN

MPUA
RESOURCE SERVICES CORPORATION
("MPUA RSC")

AND

("CITY")

Attachment: Master Services Agreement MPUA 2023 (MPUA Service Agreement)

THIS MASTER SERVICES AGREEMENT is made as of this ____ day of _____, 20__ (“Effective Date”), by and between MPUA Resource Services Corporation (“MPUA RSC”), a Missouri Chapter 355, RSMo., Nonprofit Corporation, created and existing under the laws of the State of Missouri, and the City of _____ (“City”) a member of the Missouri Energy Commission (“MEC”).

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT

- 1.1 MPUA RSC and City (herein after the “Party” or “Parties”) intend to enter into one or more agreements whereby MPUA RSC provides services to City (each a “Project Services Agreement”), see Appendix A hereto. The Parties wish to establish the general terms and conditions that shall apply to all Project Services Agreements between MPUA RSC and City. As used herein, “Agreement” means and includes this Master Services Agreement and any subsequent Project Services Agreement(s), including all appendices, exhibits and attachments thereto. In consideration of the mutual covenants, promises, and consideration set forth in this Agreement and in any subsequent Project Services Agreement(s), the Parties hereto agree as follows.
- 1.2 After discussion, MPUA RSC and City have entered into this Agreement with the intent to provide City’s ratepayers the benefit and advantage of highly qualified services at fair and reasonable prices.
- 1.3 This agreement is not exclusive. MPUA RSC and City both have the right to enter into and contract with other parties for the provision of the same or similar services. It is expressly understood and agreed that nothing in this Agreement shall preclude MPUA RSC from contracting with other cities or towns to provide the same or similar services. It is also expressly understood and agreed that nothing in this Agreement requires City to use, request or acquire any service(s) from MPUA RSC.
- 1.4 This Agreement does not confer any other rights not described herein.
- 1.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition on MPUA RSC or City with respect to any agreement or arrangement either Party has heretofore entered or may enter into in the future with respect to any services.
- 1.6 The words “shall” and “will” are always mandatory and not merely permissive.

2.0 TERM AND EFFECT OF AGREEMENT

- 2.1 This Agreement shall remain in effect until terminated or until superseded by a subsequent Master Services Agreement signed by both Parties.

- 2.2 This Agreement shall govern the contractual relationship between MPUA RSC and City whenever MPUA RSC provides services to City under a Project Services Agreement administered by the designated MPUA RSC manager.

3.0 PREVAILING WAGE

- 3.1 Prevailing Wage: If a Project Services Agreement includes work that requires payment of prevailing wage as set forth in §§ 290.210 to 290.340, RSMo., the State of Missouri Prevailing Wage Law (the “Law”), then MPUA RSC shall pay workers prevailing wage in accordance with this Section and the Law. City shall be responsible for notification to MPUA RSC of project(s) which will be subject to prevailing wage requirements. MPUA RSC will provide a prevailing wage affidavit to City for each project(s) designated by City as requiring prevailing wage.
- 3.1.1 MPUA RSC shall comply and require its subcontractors to comply with the Law, as well as 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); the Annual Wage Order (“Wage Order”) issued by the State of Missouri’s Department of Labor and Industrial Relations; and any applicable Annual Incremental Wage Increase (“Wage Increase”) to the Annual Wage Order. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part of this Agreement and shall be collectively referred to as the “Prevailing Wage Requirements.”
- 3.1.2 Under the Law, work that meets the definition of “construction” includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair.” 290.210(2), RSMo. “Maintenance work,” that is not subject to the Law, is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.” 290.210(6), RSMo.
- 3.2 MPUA RSC shall pay and require its subcontractors to pay to all workers performing work under this Agreement not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order, and any applicable Wage Increase. MPUA RSC shall take whatever steps are necessary to ensure that the prevailing hourly wage rates are paid and that all workers for MPUA RSC and each of its subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
- 3.2.1 MPUA RSC shall maintain and require each of its subcontractors engaged in the construction of public works in performance of this Agreement to submit in a format prescribed by MPUA RSC, payroll

report information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project Services Agreement.

- 3.3 MPUA RSC will make all of its records, pertinent to this Agreement and/or any Project Services Agreement with City, open for inspection by any authorized representative of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such records will not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the records are made.

4.0 E-VERIFY

- 4.1 Pursuant to §285.530, RSMo., both MPUA RSC and City will comply with all state and federal laws in verifying the work eligibility status of all newly hired employees through E-Verify or any subsequent replacement program.
- 4.2 MPUA RSC and City hereby affirm that they do not knowingly employ any unauthorized alien, as that term is used in §285.530, RSMo.

5.0 SERVICES RENDERED

- 5.1 Services. MPUA RSC will perform services for City as specifically described in a Project Services Agreement, including all appendices, exhibits, and attachments thereto.
- 5.2 Conflicts. In the event a Project Services Agreement conflicts with the terms of this Agreement, this Master Services Agreement shall control and supersede any conflicting provisions of a Project Services Agreement.

6.0 PAYMENT, RECORDS, AND AUDIT

- 6.1 Payment. All payments to MPUA RSC for services satisfactorily performed pursuant to a Project Services Agreement will be made directly to MPUA RSC and directed to the attention of the individual or organization specified in the Project Services Agreement, unless MPUA RSC requests otherwise.
- 6.1.1 Compensation. In consideration for MPUA RSC's performance of the services specified pursuant to a Project Services Agreement, City shall pay MPUA RSC an amount equal to the sum of the following amounts in connection with the performance of services:

- (a) the actual amount incurred by MPUA RSC for direct labor costs (See Exhibit 1 to the Project Services Agreement); plus
- (b) a reasonable usage fee for the use of any equipment provided by MPUA RSC (See Exhibit 1 to the Project Services Agreement); plus
- (c) the actual amount incurred by MPUA RSC for any verifiable incidental materials provided by MPUA RSC, or other direct costs applicable to the services rendered; plus
- (d) all indirect expenses of MPUA RSC allocatable to the services rendered; plus
- (e) the actual amount paid to any Approved Subcontractor for services performed (without duplication of amounts paid under any of clauses (a), (b), (c) (d) or (e)); (collectively, the “Compensation”).

Any cost of MPUA RSC, or of any approved subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the services must be just and reasonable.

- 6.2 Method of Payment. As a condition to payment for services performed under a Project Services Agreement, MPUA RSC shall submit to City properly executed invoices and any additional reports or documents required by the Project Services Agreement. All invoices, performance reports and work statements shall state MPUA RSC’s name and address and the Project Services Agreement contract number. Invoices must be signed by the designated MPUA RSC manager, who shall verify that the invoiced services have been performed.
- 6.3 Documentation of Costs. MPUA RSC will document all actual costs in connection with the services provided under any Project Services Agreement with properly executed payrolls, time records, invoices, records of service delivery, or any other official documentation evidencing in proper detail the nature and reasonableness of such costs. Such records and documents shall be retained for a period of five (5) years after receipt of final payment under the Project Services Agreement; provided, that for any records and documents that are the subject of audit findings, those records shall be maintained for either ten (10) years following final payment or until the audit findings are resolved, whichever is longer.
- 6.4 Notice Affecting Performance. Each Party shall notify the other of any matters that could adversely affect MPUA RSC’s ability or eligibility to continue to perform services under the Project Services Agreement, or City’s ability to pay

for services under the Project Services Agreement and shall do so immediately after discovery of such matter(s).

7.0 MANNER OF PERFORMANCE

- 7.1 Good Utility Practice. MPUA RSC shall provide all services according to “Good Utility Practice,” which means at a particular time, any of the practices, methods, standards and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the municipal utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Good Utility Practice shall, at a minimum, comply with applicable national safety codes and standards. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a number of possible practices, methods, or acts. In evaluating whether any matter conforms to Good Utility Practice as used in this Agreement, the parties hereto shall take into account, among other facts, (A) the fact that MPUA RSC and City are public bodies organized under the laws of the State of Missouri, with the statutory duties and responsibilities thereof, and (B) the intended purposes and obligations of MPUA RSC and City under this Agreement.
- 7.2 Quality of Performance. Notwithstanding the foregoing Section 6.1, MPUA RSC shall be solely responsible for the quality and suitability of services provided under the Project Services Agreement. If during the course of the Project Services Agreement, City determines services being provided by MPUA RSC are not satisfactory, MPUA RSC and City, working together, will determine a corrective course of action and time period in which such action is to be taken.

8.0 CONTRACTUAL RELATIONSHIP

- 8.1 The relationship of MPUA RSC to City by reason of this Agreement shall be that of an independent contractor, and the Parties agree that no employee of either Party shall be deemed or claimed to be an employee of the other Party for any purpose.
- 8.2 This Agreement does not authorize either Party to act as the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner or thing whatsoever.

9.0 GRIEVANCES BY CITY

- 9.1 MPUA RSC will establish a system through which City under the Project Services Agreement may present grievances about the activities of MPUA RSC or any of MPUA RSC's employees. The system shall provide City with an informal hearing before representatives of MPUA RSC. If the informal hearing does not produce a mutual agreement, a meeting between the City Manager, or designee, and the MPUA RSC CEO shall be held within 30 days of the request of the City Manager.

10.0 INDEMNIFICATION AND INSURANCE

- 10.1 Indemnification. To the fullest extent permitted by applicable law, each Party agrees to indemnify and hold the other Party harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including reasonable legal and other fees, expenses and reasonable attorneys' fees), actions or damages of any sort whatsoever arising out of any actual or alleged property damage, bodily injury or monetary penalty resulting from negligent acts or willful misconduct, errors or omissions of that respective Party in performing its obligations under this Agreement or any Project Services Agreement; provided, however, that neither Party will be required to indemnify the other Party in the event that any such loss, damage, expense, liability or claim is the direct result of the other Party or its officers, commissioners, council members, directors, members, employees, contractors, subcontractors, agents, or attorneys. Such defense by either Party extends, without limitation, to any and all expenses whatsoever, reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents, or taking any other reasonable action in respect of any loss, damage, expense, liability, or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the other Party. In addition, none of the officers, commissioners, council members, Mayor, directors, members, employees, contractors, subcontractors, agents, or attorneys of either Party shall be personally liable for the performance of that respective Party's obligations under this Agreement or any Project Services Agreement.
- 10.2 The Parties further agree that the Parties shall not be liable to each other for any indirect, incidental, consequential, punitive, multiple, exemplary damages or lost profits arising out of, due to, or in connection with the Parties' performance or nonperformance under this Agreement or any Project Services Agreement, or any of its obligations herein, whether based on contract, tort, strict liability, warranty or otherwise.

10.3 Insurance.

- 10.3.1 MPUA RSC will obtain and maintain at all times during the term of any Project Services Agreement the minimum insurance coverage set forth in each specific Project Services Agreement.
- 10.3.2 All insurance policies will be written by a fully qualified insurance company licensed to provide insurance in the State of Missouri with an A.M. Best rating of at least A-VI.
- 10.3.3 Prior to commencing any services hereunder, and at all times during the term of the Project Services Agreement, at the request of City, MPUA RSC will submit satisfactory evidence to City that such insurance is in effect and shall not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to City.
- 10.3.4 MPUA RSC and City will require that all subcontractors employed by them in the performance of this Agreement will maintain Workers' Compensation and all Liability coverage as required in the Project Services Agreement.
- 10.3.5 MPUA RSC and City hereby waive their respective rights of recovery and release each other from any claim for damages caused to any of their property (including buildings, personal property, vehicles, and equipment) and shall each have any insurance policies covering such properties endorsed to include waiver of subrogation.
- 10.3.6 MPUA RSC and City both waive their respective rights of subrogation and the rights of subrogation of their insurers against each other as respects all Workers' Compensation claims and each shall have their policies include a provision memorializing this waiver.

- 10.4 Sovereign and Municipal Immunity: No provision of this MSA or of the PSA is intended, or shall be construed, to be a waiver for any purpose by the City or the MPUA RSC of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this MSA or PSA under which either Party has agreed to indemnify the other shall be construed in any way to limit any other indemnification provision contained in this MSA or the PSA.

11 GENERAL CONDITIONS

- 11.1 Compliance with Laws: MPUA RSC and City will comply with all applicable laws of the United States, the State of Missouri and City; and the rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, MPUA RSC will specifically comply with the following requirements of this Section.
- 11.2 Licenses and Accreditation Standards: MPUA RSC will secure and maintain in full force and effect all required licenses, including all City licenses, permits, accreditation standards and similar legal authorizations and will comply with all requirements thereof.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 MPUA RSC will not assign or subcontract any of its obligations under this Agreement or a Project Services Agreement(s) without City's written consent, which will not unreasonably be withheld. Any subcontract made by MPUA RSC will incorporate by reference all the terms of this Agreement and the Project Services Agreement. MPUA RSC will ensure that all subcontractors comply with the obligations and requirements of the subcontract.

13 TERMINATION AND SUSPENSION

- 13.1 For Convenience: Either Party may suspend or terminate this Master Services Agreement for any reason. However, City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.2 If City sells or otherwise disposes of its utility system (by lease, merger, consolidation or otherwise) prior to the termination of this Agreement or a Project Services Agreement; MPUA RSC may terminate this Agreement along with any active Project Services Agreement(s) by serving written notice thereof upon City, and such termination shall become effective as of the effective date of the sale or other disposition of the utility system.
- 13.3 Force Majeure: Neither MPUA RSC or City will be deemed in default nor be liable for damages arising from its failure to perform its obligations under this Agreement or any Project Services Agreement, if performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control, such as, but not limited to, an act of nature; an epidemic or pandemic; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. If either Party is rendered wholly or partly unable to perform its material obligations under

this Agreement or any Project Services Agreement for reasons described under this subsection for a period of time exceeding thirty (30) days, then either Party may terminate this Agreement upon written notice to the other.

- 13.4 Loss of Funds: In the event that for any reason funds allocated to or by City for services contracted under a Project Services Agreement are or become no longer available to City for the purpose of compensating MPUA RSC, MPUA RSC may suspend or terminate, without recourse, MPUA RSC's obligation to render services to City. City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.5 Notice of Suspension or Termination of this Master Services Agreement: Notice of suspension or termination of this Master Services Agreement shall be given by the Party suspending or terminating this Agreement to the other not less than thirty (30) days prior to the effective date of suspension or termination.
- 13.5.1 Notice of suspension or termination of a Project Services Agreement. Notice of suspension or termination of a Project Services Agreement shall be given by City to MPUA RSC not less than sixty (60) days prior to the effective date of suspension or termination and notice of suspension or termination of a Project Services Agreement shall be given by MPUA RSC to City not less than one hundred twenty (120) days prior to the effective dates of suspension or termination.
- 13.6 Actions upon Suspension or Termination: In the event of suspension or termination not the fault of MPUA RSC, MPUA RSC shall be paid for all services properly performed and all funds expended prior to termination, together with any reimbursable expenses then due.
- 13.7 Survival: Where any covenants, obligations, indemnities, or other provisions contained in this Agreement, or in any other instrument executed in connection with this Agreement, by its context or otherwise, evidences the intent of the Parties that such provision should survive the termination of this Agreement or the associated instrument, the provision shall survive the termination. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that all covenants, obligations, and indemnities made in Sections 6.0, 10.1, 10.2, 10.3.5 and 10.3.6 shall survive this Agreement or any Project Services Agreement.

14 MISCELLANEOUS PROVISIONS

- 14.1 Amendments: Any changes, alterations, or variations to the terms of this Agreement or any Project Services Agreement(s) will not be valid unless made by formal written amendment and signed by authorized representatives of both Parties.

- 14.2 Notices: All notices to be given hereunder shall be in writing and may be given, served, or made by electronic mail, by depositing in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering in person to such person. All notices shall be sent to the following addresses:

If to MPUA RSC: MPUA Resource Services Corporation, Inc.
 Attn: Kevin Thornton, MPUA RSC Line Crew Leader
 2200 Maguire Blvd.
 Columbia, MO 65201
 Email address: kthornton@mpua.org
contractnotices@mpua.org and
electriccrew@mpua.org

Telephone: (573) 445-3279

If to City:

Attn:
 Email address:
 Telephone:

- 14.3 Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the law of the State of Missouri. The venue of any action brought hereunder shall be in Boone County, Missouri.
- 14.4 Guaranteed Best Pricing: MPUA RSC represents that the Project Services Agreement will contain MPUA RSC's best pricing for all services supplied by MPUA RSC to City as of the date of the Project Services Agreement. MPUA RSC represents that the prices provided will not be less favorable than those currently extended to any other similarly situated City for the same goods or services, in equal quantities, as part of a similar market and under similar terms, but it is understood and agreed that the prevailing wage levels will impact the ultimate prices.
- 14.5 No Implied Waiver: Either Party may, at any time, waive, solely for that Party, compliance by the other Party with any obligation, covenant or condition contained in this Agreement or any Project Services Agreement(s). No such waiver, however, shall be deemed to constitute the waiver of such obligation, covenant, or condition in any other circumstance or the waiver of any other

obligation, covenant, or condition. The failure by any Party hereto from time to time to exercise such right or power provided herein shall not be construed as a waiver by such Party to exercise such right or power at any subsequent time or against any other Party.

- 14.6 Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.7 Entire Agreement: This Agreement including all appendices, exhibits and Project Services Agreement(s) executed in connection with this Agreement constitute the entire Master Services Agreement between the Parties. No verbal agreement or conversation between any officer, agent, associate, or employee of either City or of MPUA RSC shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties relating to the subject matter hereof. Further, in the event of conflict between this Agreement and any appendices, exhibits or Project Services Agreement(s); this Agreement shall control.
- 14.8 Mutual Agreement: The Parties acknowledge that this Agreement is entered into by mutual agreement of the Parties, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.
- 14.9 Contract Execution: This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by both Parties, notwithstanding that both Parties may not sign the same counterpart. The Parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

MPUA Resource Services Corporation,

City

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Date

Date

COUNCIL BILL NO.**RESOLUTION NO.**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND THE MISSOURI PUBLIC UTILITY ALLIANCE RESOURCE SERVICE CORPORATION FOR ELECTRIC LINE SERVICES, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Harrisonville desires to enter into an agreement with the Missouri Public Utility Alliance Resource Service Corporation for Electric Line Services; and

WHEREAS, when needed, the Missouri Public Utility Alliance Resource Service Corporation agrees to provide 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 enter into an agreement with the Missouri Public Utility Alliance Resource Service Corporation for Electric Line Services, as needed.

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 3RD DAY OF JANUARY 2023.

VOTE TAKEN AS FOLLOWS:**AYES:****NAYS:****ABSENT:****ABSTAIN:****EXCUSED:**

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

Attachment: MPUA Service Agreement 2023 (MPUA Service Agreement)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 3rd day of January 2023.



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: December 16, 2022
SUBJECT: Ordinance amending MoDOT LSM Airport Agreement

Type of Item: *Approval*

D. Action Item (ID # 4405)

AN ORDINANCE OF THE HARRISONVILLE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AMENDED MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

Ordinance amending MoDOT LSM Airport Agreement (DOCX)

Council Bill No.

Ordinance No.

**AN ORDINANCE OF THE HARRISONVILLE BOARD OF ALDERMEN
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AMENDED
MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville (“City”) and the Missouri Highways and Transportation Commission desire to amend the municipal agreement for Lawrence Smith Memorial Airport Taxilane Reconstruction Project that was originally entered into on January 31, 2022; and

WHEREAS, the Board of Aldermen have reviewed the request and believe it to be in the best interest of the city to enter into the amended municipal agreement with the Missouri Highways and Transportation Commission;

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter into an amended municipal agreement with the Missouri Highways and Transportation Commission for the Lawrence Smith Memorial Airport Taxilane Reconstruction Project.

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

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 3RD DAY OF JANUARY 2023
AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 3RD DAY OF
JANUARY 2023 AND PASSED BY THE BOARD OF ALDERMEN THIS 3RD DAY OF
JANUARY 2023.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

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

Attachment: Ordinance amending MoDOT LSM Airport Agreement (Ordinance amending MoDOT LSM Airport Agreement)

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 3rd day of January 2023.



TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: December 23, 2022
SUBJECT: MoDOT Bridge Enhancement

Type of Item: *Approval*

E. Action Item (ID # 4410)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE

Attachments:

MoDOT Ordinance Engineers Bridge Enhancements (DOCX)

Staff Report Harrisonville MoDOT Facia Panel (DOC)

MoDOT Agreement 2022-05-70330 facia panel harrisonville (PDF)

J4P3443_Bridge Aesthetics Sheet_DRAFT 10 18 2022 (PDF)

Council Bill No. 2023-xx

Ordinance No. xxxx

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION
AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Harrisonville (“City”) and the Missouri Highways and Transportation Commission desire to enter into a municipal agreement for the I-49 & MO Hwy 7 Diverging Diamond Interchange (DDI) to provide the amount of the funding to cover the costs associated with the I-49 & MO Hwy 7 DDI bridge enhancements, Project J4P3443 construction project.

WHEREAS, the Board of Alderman have reviewed the request and believe the agreement be in the best interest of the city to enter into the municipal agreement with the MoDOT Commission.

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter into a municipal agreement with the Missouri Highways and Transportation Commission for the I-49 & MO Hwy 7 DDI bridge enhancements, Project J4P3443 construction project.

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

Read for the first time by title only on the 3rd day of January 2023. Read for the second time by title only on the 3rd day of January 2023.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

PASSED by the BOARD OF ALDERMEN and APPROVED by the Mayor this __rd day of January 2023.

Attachment: MoDOT Ordinance Engineers Bridge Enhancements (MoDOT Bridge Enhancement)



PUBLIC WORKS DEPARTMENT, 201 W. Chestnut St., Harrisonville, MO, 64701, Phone (816) 380 – 8964

To: Mayor & Board of Aldermen

From: Carl Brooks, Director of Public Works (cbrooks@harrisonville.com)

Date: January 3, 2023

Re: Ordinance No. 2023-xx, Mayor & Board of Alderman (BOA) Acceptance of the MoDOT Agreement

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of Ordinance

Purpose: Acceptance of the MoDOT Agreement, for the I-49 & MO Hwy 7 Diverging Diamond Interchange (DDI) "HARRISONVILLE" wording Facia Panel.

Property Location: I-49 & MO Hwy 7 Interchange

PROPOSAL

The attached Agreement is for Project No. J4P3443. This agreement provides for bridge enhancements for an additional \$38,220 for the Cast Stone Sign with the word "HARRISONVILLE", detail A on the attached drawing, for Bridge A9287 and concrete with form liner contiguous from one end of the bridge to the other. We request to and obtain BOA approval of the agreement. The city's cost for these enhancements is \$38,220.00.

PREVIOUS ACTIONS

The City has been a stake holder during the engineering design phase of the project.

KEY ISSUES

The contract agreement requires the City's 100% funding of the bridge enhancements as indicated on the attached drawing.

MoDOT's staff request is that the ordinance is fully executed by February 1, 2023; as the project schedule for this work is as follows:

- 1) advertises on March 6, 2023, and

2) bids in May 2023.

STAFF COMMENTS AND SUGGESTIONS

City staff agree that that the bridge enhancements as indicated the attached drawing will add value and be a landmark for the City's southern boundary. The City attorney has reviewed this agreement.

STAFF RECOMMENDATION

City staff recommends passage of this ordinance.

ATTACHMENTS

MoDOT Agreement for the I-49 & MO Hwy 7 Diverging Diamond Interchange bridge enhancements

Ordinance 2023-xx

Drawing

CCO Form: DE63
 Approved: 12/17 (BDG)
 Revised: 12/21 (BDG)
 Modified:

Municipal and Cost Apportionment Agreement
 Route: 7
 County: Cass
 Job No.: J4P3443
 Agreement No.: 2022-05-70330

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Harrisonville, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 7, Cass County, Job No. J4P3443 shall consist of bridge replacement and interchange improvements over I-49.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at approximately Station 8+00, just west of I-49, running in a generally southerly (easterly) direction, to approximately Station 20+00, just east of I-49. The length of the improvement within the City is approximately 0.227 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4P3443. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The City shall be responsible for the estimated construction cost for the bridge enhancements in the amount of thirty-eight thousand two hundred twenty dollars (\$38,220), as shown in the attached "Exhibit B".

(B) The City shall remit a check in the amount of thirty-eight thousand two hundred twenty dollars (\$38,220) for the bridge enhancements, no more no less, no later than five (5) weeks prior to the Commission's advertisement of the project for bids. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the City fails to make the deposit, the Commission is under no obligation to continue with the bridge enhancements on the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J4P3443 or contemplated by this Agreement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the

temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District

Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public

improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(28) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) CITY REPRESENTATIVE: The City's City Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(30) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Brad Ratliff
City Administrator
City of Harrisonville
PO Box 307
Harrisonville, MO 64701
816-380-9810

(B) To the Commission:

Chris Redline
District Engineer, Kansas City District
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086
816-622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(31) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(32) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(35) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(37) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(38) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(39) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(40) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed

pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(43) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(44) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

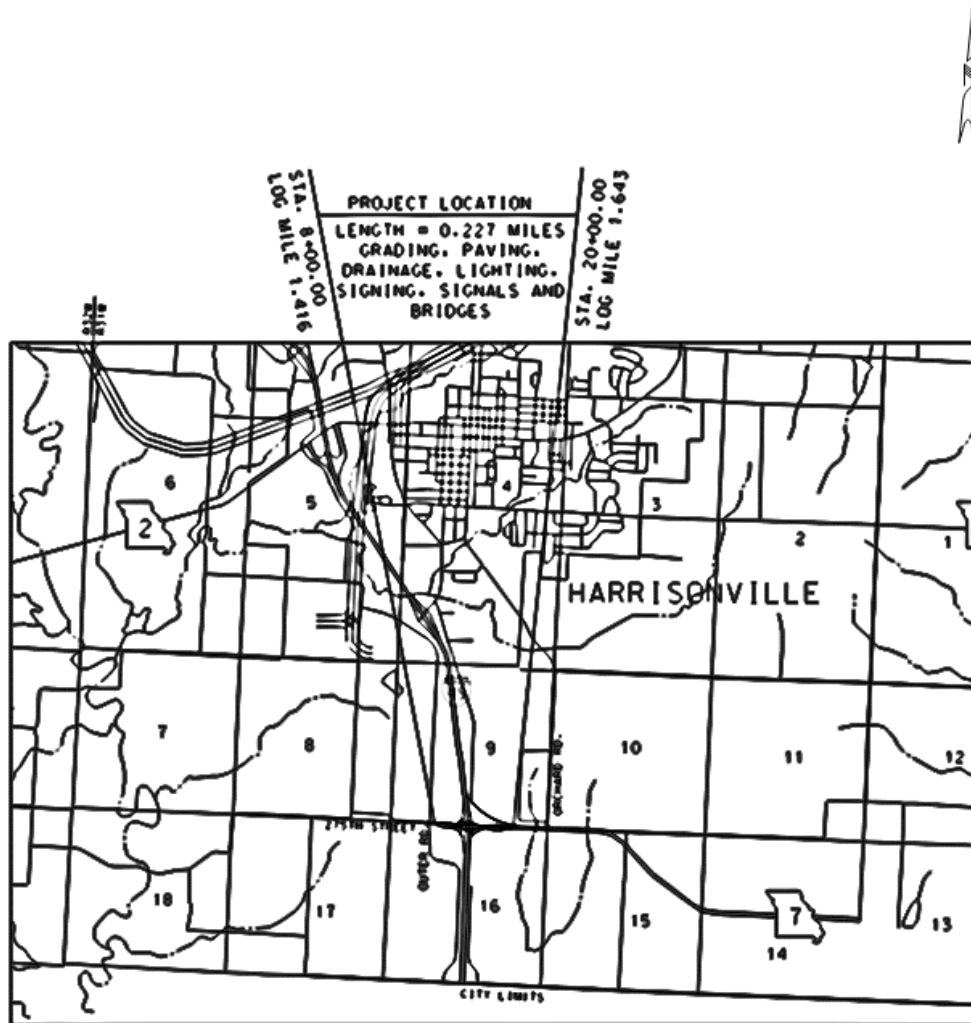
By: _____

Title: _____

Ordinance Number _____

Attachment: MoDOT Agreement 2022-05-70330 facia panel harrisonville (MoDOT Bridge Enhancement)

EXHIBIT A
 CONTRACT BETWEEN
 MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 -AND-
 CITY OF HARRISONVILLE
 JOB NO. J4P3443

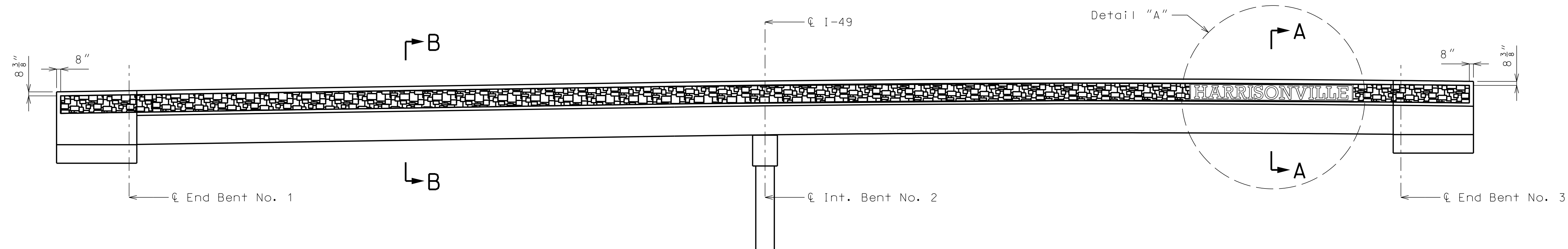


**EXHIBIT B
BRIDGE ENHANCEMENT COSTS**

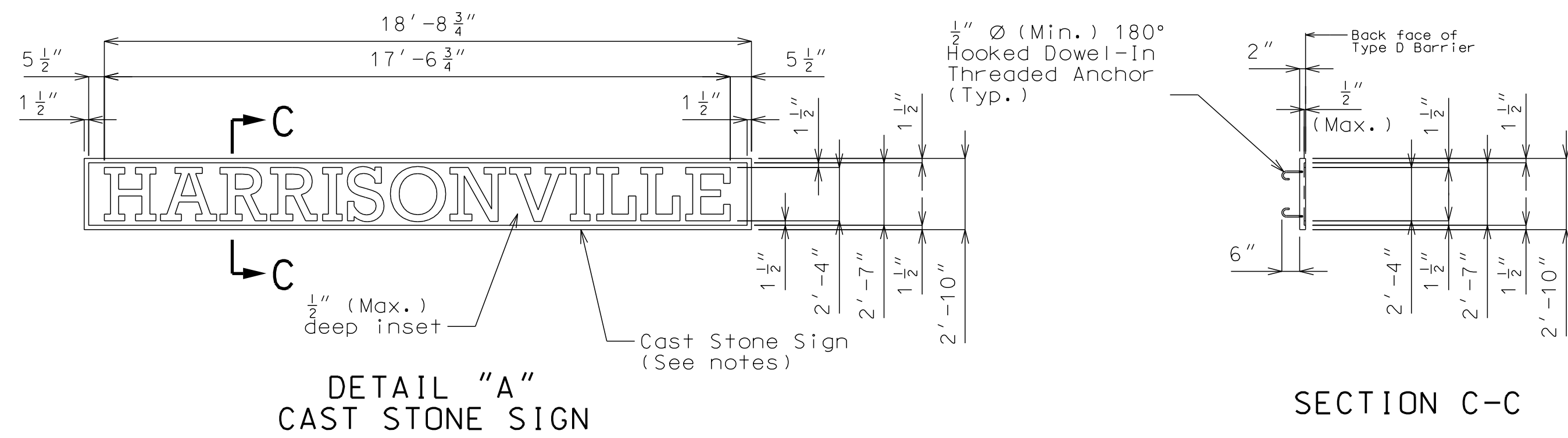
BRIDGE A9287 (NB MO-7 OVER I-49)			
Item	Quantity	Unit Cost	Cost
Form Liner on Bridge Barrier	2 barriers x 229.5 Linear FT x 3.5 FT tall / 9 SF/SY = 179 SY	\$90 / SY	\$16,110
City Name on Barrier	1 EA	\$3000 / EA	\$3000
SUB-TOTAL			\$19,110

BRIDGE A9288 (SB MO-7 OVER I-49)			
Item	Quantity	Unit Cost	Cost
Form Liner on Bridge Barrier	2 barriers x 229.5 Linear FT x 3.5 FT tall / 9 SF/SY = 179 SY	\$90 / SY	\$16,110
City Name on Barrier	1 EA	\$3000 / EA	\$3000
SUB-TOTAL			\$19,110

TOTAL	\$38,220
--------------	-----------------



ELEVATION WITH CAST STONE SIGN AND FORM LINER

DETAIL "A"
CAST STONE SIGN

SECTION C-C

Notes:

Longitudinal dimensions provided are horizontal.

The contractor shall exercise care that the form liner patterns line up uniformly at horizontal construction joints.

The cost of form liners, complete in place, will be considered completely covered by the contract unit price for Form Liners, per square yard.

Form liner shall be constructed in accordance with Special Provisions.

The contractor shall submit his proposed form liner to the Engineer for review and approval prior to placing concrete for the Type D Barrier. Patterning of the simulated stone masonry shall appear natural and non-repeating. Depth of relief for all form liner patterns shall vary up to 1 1/2". The height of any single 'stone' shall be 15" maximum. The following is a list of form liner manufacturers and types which may be used.

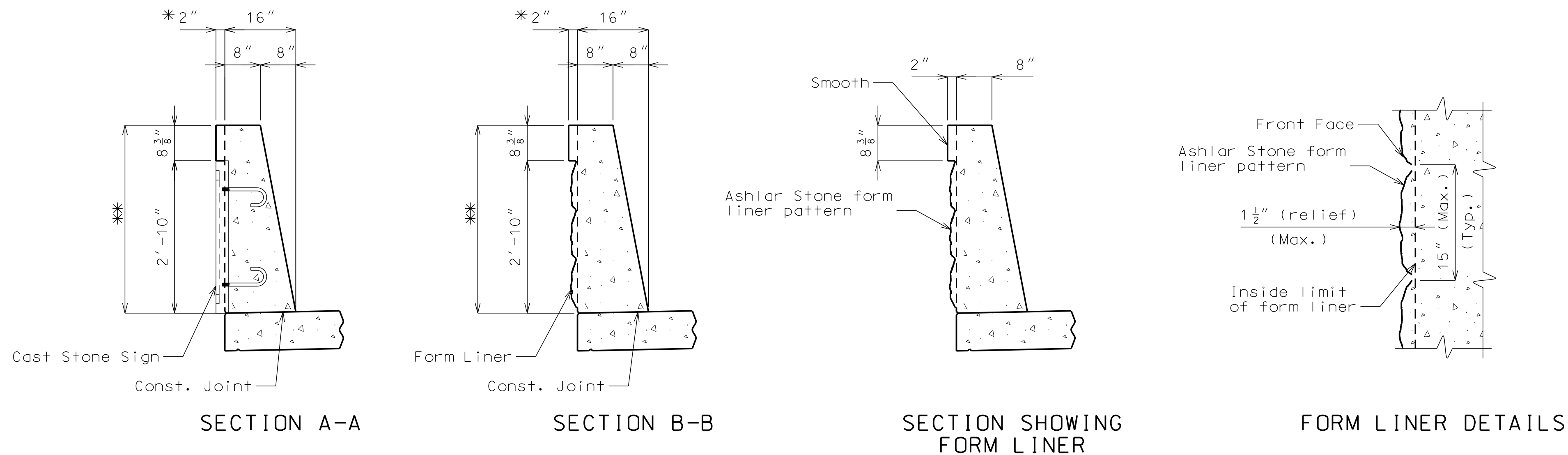
- (1) Scott System, Inc.: Form liner pattern #167 "Ashlar Stone"
- (2) Fitzgerald Formliners: Form liner pattern #16986 "Ashlar Stone"
- (3) Greenstreak: Form liner pattern #330 "Ashlar Stone"
- (4) Spec Formliners: Form liner pattern #1515 "Ashlar Stone"
- (5) Customrock: Form liner pattern #12020 "Tollway Ashlar"
- (6) An approved equal

Cast stone sign shall be "Natural Limestone" color selected from manufacturer's full range of colors to match the form liner. Letters shall be "Black"

Sign shall be such that anchors are cast into the Type D Barrier during construction. Size and spacing of anchors shall be per manufacturer's recommendations.

Shop drawings of the cast stone sign shall be provided to the Engineer for approval prior to fabrication. The contractor shall submit to the engineer for approval the design calculations for the sign anchors. The anchor design calculations shall be signed, sealed and stamped by a registered professional engineer in the state of Missouri in accordance with Authentication of Certain Documents in Sec. 107.

The cost of furnishing and installing Cast Stone Sign, complete-in-place, will be considered completely covered by the contract unit price for Cast Stone Sign.



SECTION A-A

SECTION B-B

SECTION SHOWING
FORM LINER

FORM LINER DETAILS

- * Aesthetics cast in place concrete coping
** Application limits of concrete protecting coatings on back face of Type D Barrier

Designed _____
Detailed _____
Checked _____

Note: This drawing is not to scale. Follow dimensions.

Sheet No. ____ of ____

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE PREPARED
10/10/2022

ROUTE 7 STATE MO
DISTRICT BR SHEET NO.

COUNTY CASS
JOB NO.

CONTRACT ID.

PROJECT NO. J4P3443
BRIDGE NO. A9287

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITAL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

1411 East 104th St.
Kansas City, MO 64131
Tel (816) 974-4655
Fax (816) 974-4675
www.trekdesigngroup.com

Missouri Cert. of
Authority 202010300

TREK
DESIGN GROUP, LLC



STAFF REPORT

TO: Board of Aldermen
FROM: Christina Stanton,
DATE: December 16, 2022
SUBJECT: Swift Transportation Rezoning from C-2 to M-2 -PUBLIC HEARING

Type of Item: *Public Hearing*

F. Action Item (ID # 4403)

Swift Transportation Rezoning from C-2 to M-2 - PUBLIC HEARING

Attachments:

Staff Rpt - Swift Transportaiton RZ 1-3-2023 (PDF)
 Corrected RZ App. (PDF)
 Site Plan_091222_IRON (PDF)
 Property Record (PDF)
 Zoning Confirmation Letter (PDF)
 Fwd_ FOIA Form for 2704 N State Route 291, Harrisonville, MO (Zoning Letter Request)
 (PDF)
 ZVL Req for 2704 N State Route 291 (1) (PDF)
 CO Form for 2704 N State Route 291 (2) (PDF)
 FOIA form for all docs for 2704 N State Route 291 (3) (PDF)
 Re_ 2704 N Highway 291 Harrisonville_ Swift Transportation (9-23-22) (PDF)
 RE_ 2704 N Highway 291 Harrisonville_ Swift Transportation (9-29-22) (PDF)
 Zoning Map (PDF)
 Aerial Map (PDF)



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

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

5.F.a

To: Board of Aldermen

From: Christina Stanton, AICP, Community Development Director

Date: January 3, 2023

Re: Swift Transportation Rezoning from Service Business District (C-2) to General Industrial District (M-2)

GENERAL INFORMATION

Applicant: Jacie Boyd, representing Swift Transportation Co. of Arizona, LLC

Requested Actions: Approval of Requested Rezone from Service Business District (C-2) to General Industrial District (M-2)

Date of Application: October 28, 2022

PROPOSAL

Ms. Jacie Boyd, representing Swift Transportation Co. of Arizona, LLC, is seeking approval of a requested Rezoning from Service Business District (C-2) to General Industrial District (M-2).

Please see the attached zoning and aerial maps.

The surrounding properties are currently zoned as follows:

- North (across Prettyman Rd.): C-2 (Service Business District) and A (Agriculture District) – Vacant undeveloped agricultural land
- East (across N. 291 Hwy.): C-1 (Local Business District) and C-O (Non-Retail Business District) – Hair salon and vacant undeveloped land, respectively
- South: C-2 (Service Business District) – Used car sales lot
- West: A (Agriculture District) – Residential Ag land

PREVIOUS ACTIONS

- May 14, 1959—The Board of Aldermen approved the City’s first Zoning Ordinance, Ordinance #522-B, which established zoning districts—Residential, Retail, Highway, Industrial, and Recreational.
- March 10, 1965—The Board of Aldermen approved Ordinance #646 that established the zoning of a number of annexed properties, including the subject property. The subject property was established as “Highway District”.
- 1975—According to the Cass County Assessor’s site the existing 1,800 square foot metal shop steel frame building was constructed during this year.
- August 16, 1978—The Board of Aldermen approved Zoning Ordinance #1194, which repealed all previous zoning ordinances and zoning districts and establish zoning districts—Agriculture (A), Low Density Single-Family Residential (R-1B), Two-Family Residential (R-2), Cluster or Garden Apartment (R-3), Medium Density Residential (R-4), High Density Residential (R-5), Non-Retail

Business (C-O), Local Business (C-1), Retail Business (C-2), Service Business (C-3), Light Industrial (M-1) and General Industrial (M-2). A 1979 zoning map shows that this property was established as Service Business (C-3).

- January 11, 1993—The Board of Aldermen approved Ordinance #1930, which eliminated Central Business (C-2) District and changed all referenced from C-3 to C-2 for Service Business District.
- November 4, 2016—Helt Electric submitted an electrical permit (#16326) to have the electric service restored. The electrical service/release and final electric was approved on November 10, 2016.
- May 9, 2017—Miles Excavating, Inc. was issued a temporary construction electric permit (#17601). A note in the permit record states that the lease agreement was requested. A copy of the lease agreement found in the file states that the land was being leased for use as “Job Trailer and equipment parking”. The lease agreement further states that “The Tenant is responsible for complying with any city requirements for zoning approval for parking equipment, if needed”. Staff has not found any record that any zoning approval was ever sought or granted.
- February 2, 2018—Harrisonville Crossings Properties, LLC applied for a commercial occupancy inspection (#18023) for a used car lot. The inspection permit was cancelled on June 27, 2018, stating that the tenant backed out of the lease because the building does not contain the Building Code required restroom and the sanitary is on the east side of 291.
- June 16, 2022—Swift Transportation Co. of Arizona, LLC purchased the property from Celtic Investment Group, LLC.
- July 13, 2022—Staff was first approached by a representative from Howard Zoning requesting a zoning verification letter for 2704 N. State Route 291 for “Truck Maintenance Shop”.
- July 29, 2022—Staff sent out requested zoning verification letter. The letter provided stated that it was a permitted use and referenced attached Zoning Regulations for C-2, which lists “automobile repair and washing”. It was unclear from the request that the proposed use was for semi-trucks.
- September 23, 2022—Ms. Boyd contacted Katie Phelps, Code Enforcement Officer/Inspector, regarding the ongoing property maintenance/code violation case on the property. This was the first-time staff was provided with a site plan and details on the proposed use (“This will be used for truck and trailer parking and storage, tractor maintenance, and trailer maintenance.”).
- September 26, 2022—Ms. Phelps informed Ms. Boyd that the property would need to be rezoned.
- September 29, 2022—Mrs. Stanton responded that “to utilize this lot for truck/trailer storage it would be a Special Use Permit; however, if you are adding maintenance/servicing to the allowed uses the property would have to be rezoned to M-2 (General Industrial District). The City’s Comprehensive Plan shows the area as ‘Community Mixed Use’, which is intended ‘to integrate a broad range [of] retail, service, office, and residential uses’ (page 42, www.harrisonville.com/DocumentCenter/View/10332/2040-Comprehensive-Plan?bidId=). A truck/trailer storage and maintenance/service use is an industrial use that is not supported by our Comprehensive Plan in this area so staff would have to recommend denial.”
- December 15, 2022—The Planning and Zoning Commission voted 5-0 to recommend denial of the requested rezone to the Board of Aldermen.

KEY ISSUES

- This property is currently zoned Service Business District (C-2), which aligns with the City’s 2040 Comprehensive Plan.
- The applicant is requesting to Rezone the property to General Industrial District (M-2) to allow for truck/trailer storage and maintenance/service, which does not align with the City’s 2040 Comprehensive Plan.
- There is no record of any business license related to this property. Therefore, any business operations previously occurring at this location were doing so illegally because they did not have a business license.

STAFF COMMENTS AND SUGGESTIONS

The City's 2040 Comprehensive Plan shows this area as "Regional Commercial". According to page 44 of the City's Comprehensive Plan, "appropriate uses in the Regional Commercial place type includes gas stations, general and drive-thru retail, regionally-serving medium- and big-box retail, hotels/motels, [and] vehicle rentals". The use of the property as a truck/trailer storage and maintenance/service use is an industrial use and is not compatible with the city's vision of this area being "Regional Commercial".

Additionally, staff is concerned about the impacts such a development would have on an already very busy street, N. 291 Highway. Previous communications stated that a traffic study would be required; but, to date, one has not been provided.

Staff recommends denial of the requested rezone from Service Business District (C-2) to General Industrial District (M-2).

STAFF RECOMMENDATION

Staff recommends denial of the requested rezone from Service Business District (C-2) to General Industrial District (M-2).

ATTACHMENTS

Application
 Site Plan
 County Assessor's Property Record
 Zoning Verification Letter Request and Attachments
 Zoning Confirmation Letter and Attachments
 Katie Phelps Communication
 Christina Stanton Communication
 Zoning Map
 Aerial Map

STAFF CONTACT:

Christina Stanton



REZONING AND SPECIAL USE PERMIT APPLICATION

Application Type

☒ Rezoning (Fee \$250+\$5 per lot) ☐ Special use Permit (Fee \$ 250)

Applicant and Property Owner Information

Applicant (Print): JACIE BOYD **Signature:**
Company Name: Swift Transportation Co. of Arizona, LLC, a Delaware limited liability company
Street Address: 2200 South 75th Ave. **City:** Phoenix **State:** AZ **Zip:** 85043
Telephone: 602-352-5060 **Email:** Jacie.Boyd@knighttrans.com

Property Owner Authorization (all owners listed on title report must sign or submit signed authorizations and contact info)

Property Owner Name (print): SWIFT TRANSPORTATION **Signature(s):** It's a company
Street Address: 2704 N Highway 291 **City:** Harrisonville **State:** MO **Zip:** 64701
Telephone: 602-352-5060 **Email:** Jacie.Boyd@knighttrans.com

Firm Preparing Application: Swift Transportation Real Estate Manager

Contact: JACIE BOYD
Street Address: 2200 S. 75TH AVE **City:** PHOENIX **State:** AZ **Zip:** 85043
Telephone: 602-352-5060 **Email:** JACIE.BOYD@KNIGHTTRANS.COM

* All correspondence should be sent to (check one): Applicant ☒ Property Owner ☐ Firm ☐

Project Information

General Location or Address: 2704 N Highway 291, Harrisonville, MO 64701
Project Description: Looking to rezone our property to M-2, we are a truck maintenance ship with trailer parking and storage. **Acres or Sq. Ft.** 2.8 acres

Current Zoning: C-2 Service Business District **Proposed Zoning:** M-2

Items to be Submitted 30 Days Before Planning Commission Meeting

- ☒ 1) **Application**
☐ 2) **Filing fee** - Payable to City of Harrisonville or contact Planning Commission Secretary to pay by phone.
☒ 3) **Site Plan drawn to scale and showing adjacent tracts within 185 ft. and current ownership.** **Seven (7) copies** at least 8 1/2" x 11", and one (1) electronic copy emailed to city planner.
☒ 4) **Email full legal description in WORD** to planner (not assessor's abbreviated description).

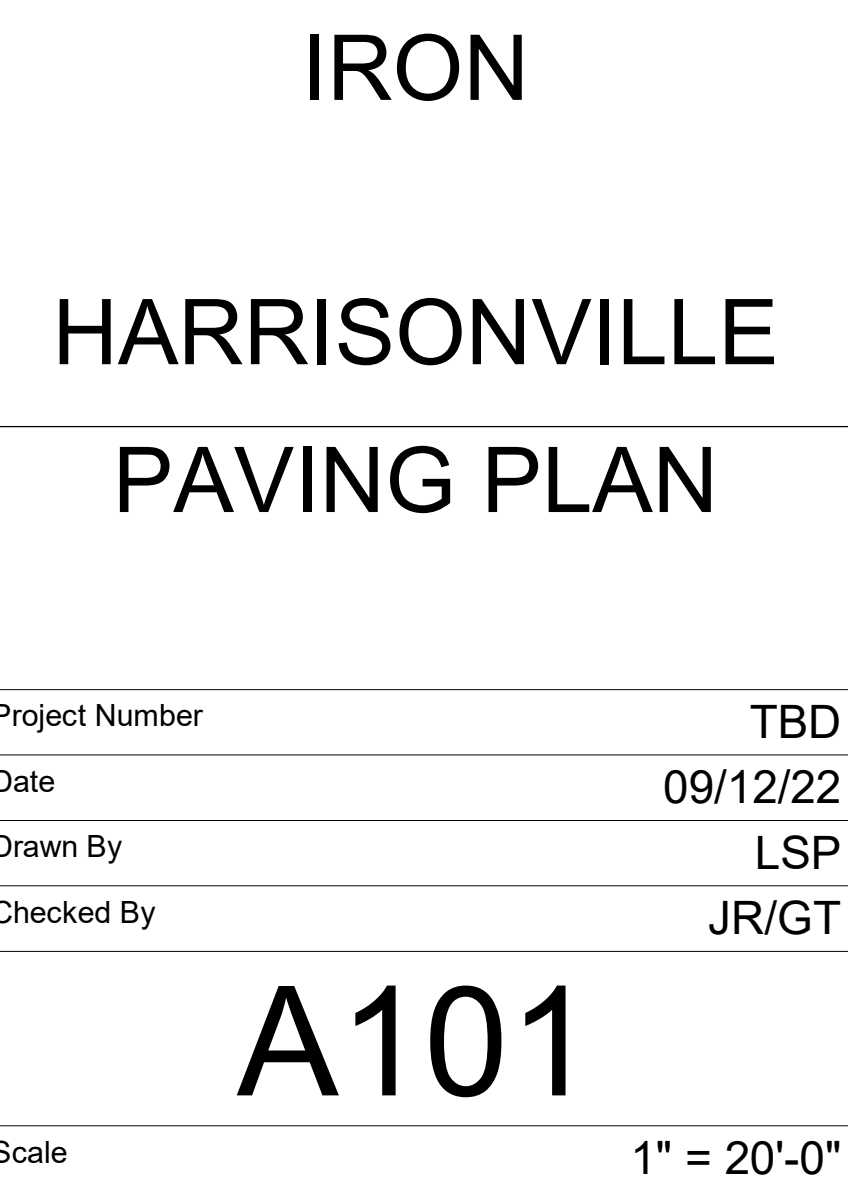
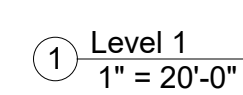
City staff may modify submittal requirements as necessary.

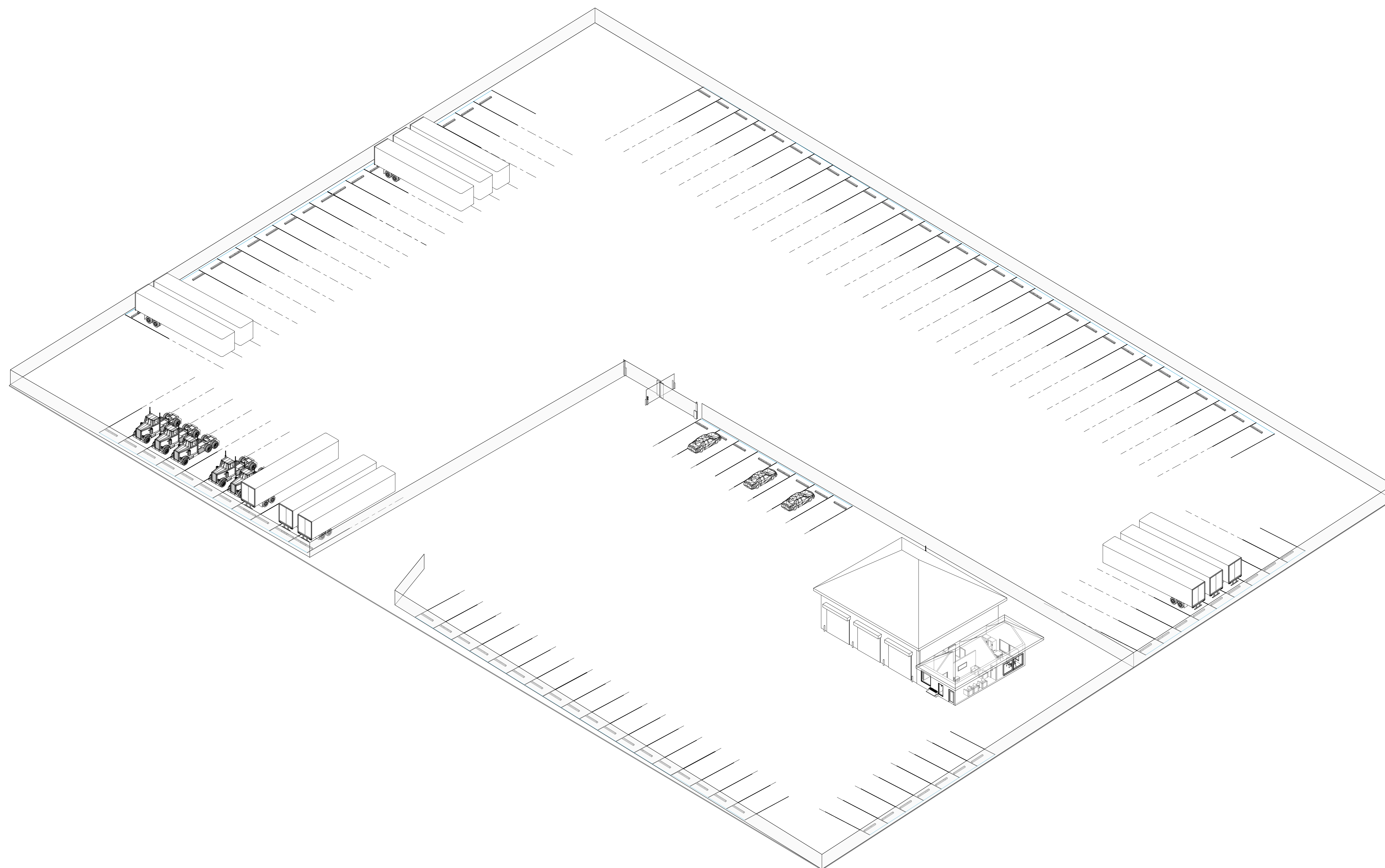
Resources

City Website <http://www.harrisonville.com/>
Zoning Map <http://www.harrisonville.com/DocumentCenter/View/9508/Zoning-Final-Draft?bidId=>
Zoning Regulations <https://www.ecode360.com/27908265>
Subdivision Regulations <https://www.ecode360.com/27909481>
Cass County GIS Map <https://cassgis.integritygis.com/h5/index.html?viewer=cass>

For Office Use Only

Case No.: _____ **Filing Fee: Amount Paid: \$** _____ **Date Application Received:** _____
Planning & Zoning Commission Meeting Date: _____ **BOA Meeting Date:** _____





IRON
HARRISONVILLE
3D View

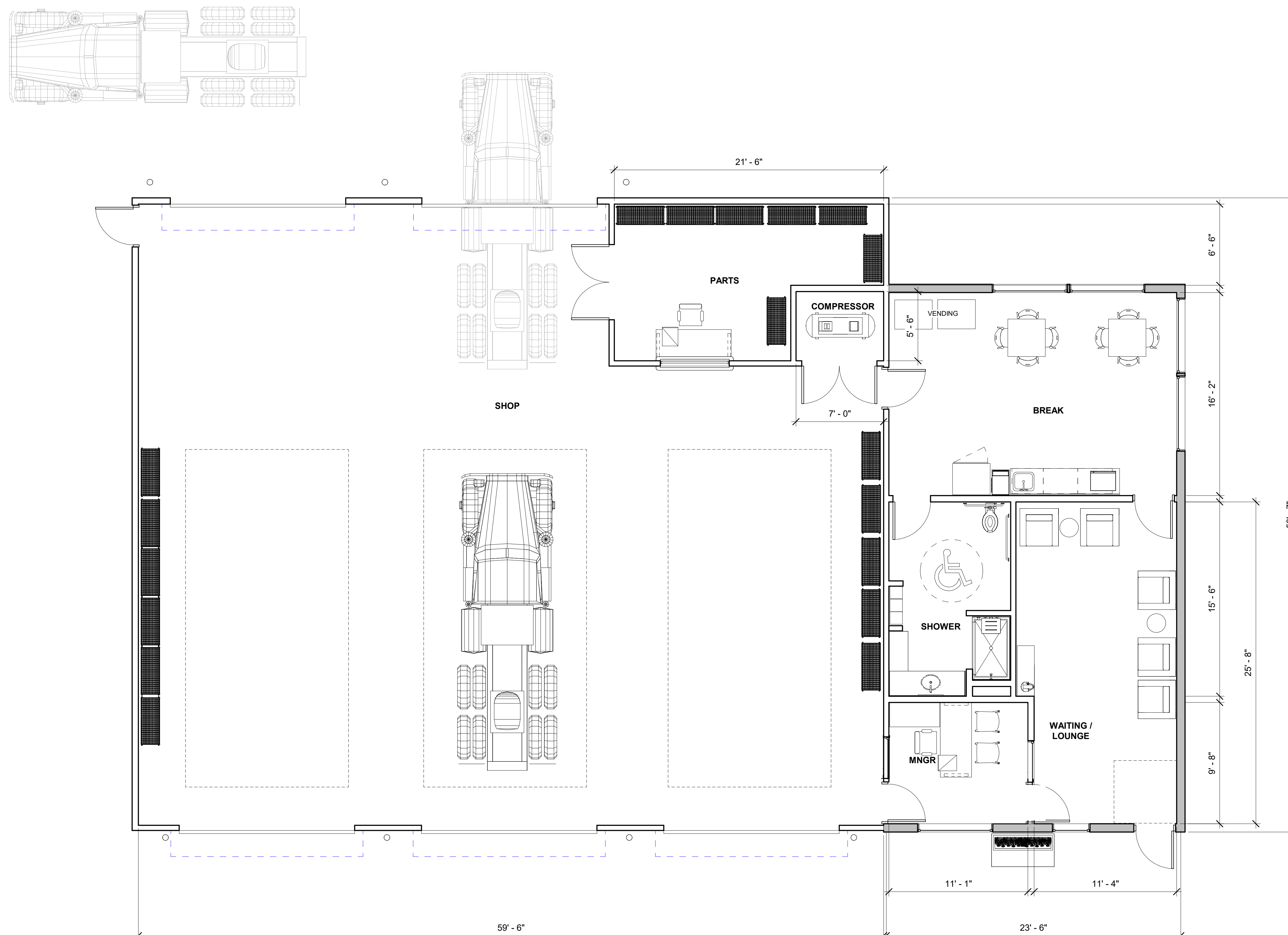
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Project Number	TBD
Date	09/12/22
Drawn By	LSP
Checked By	JF

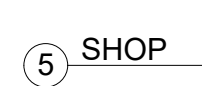
A102

Scale

9/12/2022 11:13:41 AM



Scale $1/4" = 1'-0"$



Project Number	TBD
Date	09/12/22
Drawn By	Author
Checked By	Checker

Scale



Parcel Number: 08-08-33-200-002-002.000
Computer ID: 1770900
Deed Holder: SWIFT TRANSPORTATION CO OF ARIZONA LLC
Property Address: 2704 N STATE ROUTE 291
 HARRISONVILLE, MO 64701-1101 [MAP THIS ADDRESS](#)
Mailing Address: 2200 S 75TH AVE
 PHOENIX, AZ 85043-7410 USA
Class: COMMERCIAL
Map Area: COM HARRISONVILLE
Plat Map: 4868/43
Subdivision: NONE
Sec-Twp-Rng: 33-45-31
Lot-Block: -
Brief Legal Description: N400' OF BG 1055'E & 430'N SW CR NW, W301'N840'
 E&
 (NOT TO BE USED ON LEGAL DOCUMENTS)



Pin 08-08-33-200-002-002.000 Photo

1 / 1



Current Value Information

FULL MARKET	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$84,190	\$0	\$84,190
Building	\$0	\$0	\$47,930	\$0	\$47,930
Total	\$0	\$0	\$132,120	\$0	\$132,120
ASSESSED	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$26,940	\$0	\$26,940
Building	\$0	\$0	\$15,340	\$0	\$15,340
Total	\$0	\$0	\$42,280	\$0	\$42,280

Prior Year Value Information

2022 Appraised	Agricultural	Residential	Commercial\Other	Exempt	Total
Land Full Market	\$0	\$0	\$84,190	\$0	\$84,190
Building Full Market	\$0	\$0	\$47,930	\$0	\$47,930
Total Full Market	\$0	\$0	\$132,120	\$0	\$132,120
2021 Appraised	Agricultural	Residential	Commercial\Other	Exempt	Total
Land Full Market	\$0	\$0	\$84,190	\$0	\$84,190
Building Full Market	\$0	\$0	\$47,930	\$0	\$47,930
Total Full Market	\$0	\$0	\$132,120	\$0	\$132,120

[More Years...](#)

Land Information

Lot Type	Square Feet	Acres
Sq. Ft x Rate	120,264	2.761

Commercial Building Information

Occupancy	Year Built	Building Area
Metal Shop - Steel Frame	1975	1,800

Building 1 of 1

Year Built: 1975
 Occupancy: Metal Shop - Steel Frame
 Label:
 Gross Building Area: 1,800
 Condition: Below Normal

Plumbing

Description	Quantity	Range
Toilet Room	1	Low

Extras 1 of 1

Type: Door
 Description: Door
 Type: O.H. Door - Manual
 Width: 12
 Height: 14
 Price: Average
 Quantity: 168 SFSA

Yard Extra Information

Description	Item Count	Year Built
▲ Paving - Asphalt Year Built: 1960 Description: Paving - Asphalt Paving Type: Concrete Parking Lots Price Method: 0 Pricing: Average Quantity: 21,000 Square Feet # of Spaces: 0 Lighting: None Count: 1 Plot Number:	1	1960
▲ Paving - Concrete Year Built: 1950 Description: Paving - Concrete Paving Type: Concrete Parking Lots Price Method: 0 Pricing: Average Quantity: 1,450 Square Feet # of Spaces: 0 Lighting: None Count: 1 Plot Number:	1	1950

Sale Information

Sale Date	Recording
▲ 06/16/2022 Sales Detail Buyer: SWIFT TRANSPORTATION CO OF ARIZONA LLC Seller: CELTIC INVESTMENT GROUP LLC Sale Date: 06/16/2022 Sales Type: Deed Recording: 4868/43 Remarks:	4868/43
▲ 12/27/2018 Sales Detail Buyer: CELTIC INVESTMENT GROUP LLC Seller: ALLEGA, KATHRYN M TR Sale Date: 12/27/2018 Sales Type: Deed Recording: 4320/8	4320/8

Remarks:

▲ 06/05/2017

4134/23

Sales Detail

Buyer: ALLEGA, KATHRYN M TR
Seller: ALLEGA, KATHRYN & GAYLE TITUS
Sale Date: 06/05/2017
Sales Type: Deed
Recording: 4134/23
Remarks:

▲ 09/28/2016

4050/161

Sales Detail

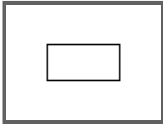
Buyer: ALLEGA, KATHRYN M TR
Seller: ALLEGA, KATHRYN & GAYLE TITUS
Sale Date: 09/28/2016
Sales Type: Deed
Recording: 4050/161
Remarks: INTO TRUST

Sketch



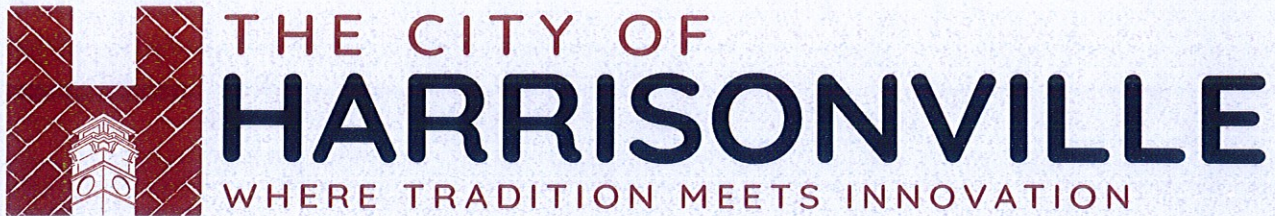
Sketch of Pin 08-08-33-200-002-002.000

1 / 1



GIS Map Information





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

July 29, 2022

Request for Zoning Verification: 2704 N State Route 291,

Harrisonville, MO 64701

Parcel # 08-08-33-200-002-002.00

To whom it may concern,

- The current zoning- C-2 Service Business District
- Abutting Zoning Districts – North C-2, South C-2, East C-1, and West A
- Is the proposed use of a Truck Maintenance Shop a permitted use- yes, see attached Zoning Regulations for C-2
- Outstanding Zoning/Building Code Violations – yes, see attached Violation letter. This property is currently in Municipal Court.
- Any CUP or SUP's – none
- Site Plan Approval Process – NA
- Planned Unit Development – NA
- Previous Certificates of Occupancy – None found
- New Certificate of Occupancy Required? – yes

Jamie Martin

City of Harrisonville

Permit Technician


Howard Zoning Associates, LLC

19045 North Rockwell Avenue • Edmond, OK 73012

Tel: (405) 415-5027 (Kim's) • (405) 359-6292

Toll Free Fax: (877) 655-6292

 Email: kim@howardzoning.com

Date: July 13, 2022

To: City of Harrisonville, MO

 Re: Copies of valid Certificates of Occupancy for: **2704 N State Route 291, Harrisonville, MO.**
PN: 08-08-33-200-002-002.000.
CERTIFICATE OF OCCUPANCY INFORMATION based upon our records:

NA Valid Certificates of Occupancy have been issued for this project including COs for all tenants (if applicable) and is now outstanding for the Project. For any certificates not located or on file for this Project, the absence of a Certificate of Occupancy is not considered a violation and will not give rise to any enforcement action affecting this Project (see attached copies)

X Certificates of Occupancy for Projects constructed prior to the year 1975 are no longer available either due to X they predate available records or _____ predate the co requirement. This Project was constructed originally around _____. The absence of a Certificate of Occupancy on file for this Project is not considered a violation and will not give rise to any enforcement action affective the Project. A Certificate of Occupancy for the Project will only be required (please circle what is applicable).

- ☒ to the extent of any construction activity, such as restoring, renovating, or expanding the existing project
- ☒ change in use
- ☒ change in occupancy/tenant
- ☒ change in ownership
- ☒ new construction

NA We are unable to locate a Certificate of Occupancy for the Project from our available records. We have evidence in our records a Certificate of Occupancy was issued however it has been lost or misplaced. The absence of a Certificate of Occupancy for the Project is not considered a violation and will not give rise to any enforcement action affecting the Project. A Certificate of Occupancy for the Project will only be required to the extent of any construction activity (such as restoring, renovating, or expanding the existing project) and/or change in use.

Please Call or email the undersigned if you have any questions or comments:

Your Name/Title/Phone/Email

*Christina Stanton, Director of
Community Development
816-380-8922
cstanton@harrisonville.com*

Chapter 405. Zoning Regulations

ARTICLE XV. "C-2" Service Business District

Section 405.315. Permitted Uses.

[Ord. No. 1825, 5-13-1991; Ord. No. 3153 §2, 11-1-2010]

A.

In District "C-2", no building, structure, land or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered except for one (1) or more of the following uses:

1.

Any use permitted in District "CBD-2".

2.

Shops, stores and yards for the sale at retail or wholesale or the rental of such items as automotive equipment, trucks, trailers, boats, camping accessories, tools, farm machinery and supplies, building supplies and lawn accessories.

3.

Service such as assembly and meeting halls, automobile repair and washing, farm machinery repair, pop bottling, miniature golf and commercial recreation parks, drive- in theaters, general repair and fix-it shops, frozen foods, including lockers, swimming pools, trade schools, pet grooming (with all animals kept indoors), janitorial services, exterminating and disinfecting services.

[Ord. No. 3530, 2-1-2021]

4.

Nurseries and greenhouses, bakeries.

5.

Manufacture or assembly of products to be sold only at retail on the premises.

6.

Establishments which serve or sell alcoholic beverages.

7.

Accessory uses customarily incident to the normal operation of the above uses, including parking lots and signs as provided in this Chapter.

8.

Medical Marijuana Dispensary Facility subject to Section **405.573**, Standards for Medical Marijuana Uses.

[Ord. No. 3469, 6-17-2019]

9.

Medical Marijuana Testing Facility subject to Section **405.573**, Standards for Medical Marijuana Uses.

[Ord. No. 3469, 6-17-2019]

Section 405.320. Performance Standards.

[Ord. No. 1825, 5-13-1991]

A.

Drive-up or drive-in service may be provided at any establishment.

B.

Any manufacturing or assembly of products as permitted above shall be entirely with a totally enclosed building.

C.

No noise, smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.

D.

Automobiles, trucks, boats and trailers for sale may be stored or displayed outside a building but not within ten (10) feet of a street line. Other merchandise which may appropriately be displayed or stored outside a building shall be kept off the public sidewalks and streets and shall not reduce the capacity of a parking lot below that required by this Chapter.

Section 405.325. Height and Area Regulations.

[Ord. No. 1825, 5-13-1991]

A.

In District "C-2", the height of buildings and the minimum dimensions of lots and yards shall be as follows.

1.

Height. Buildings or structures shall not exceed three (3) stories, except that in a District "CP-2" buildings and structures shall not exceed twelve (12) stories in height.

2.

Front yard. A front yard of not less than thirty-five (35) feet shall be provided.

3.

Side yards. There shall be a side yard on each side of not less than fifteen (15) feet on each side of a building.

4.

Rear yard. The depth of the rear yard shall be at least fifteen (15) feet.

Section 405.330. Parking Regulations.

[Ord. No. 1825, 5-13-1991]

Five (5) off-street parking spaces shall be provided on the premises for each one thousand (1,000) square feet of floor area.

Section 405.335. Conversion of Buildings.

[Ord. No. 1825, 5-13-1991]

No building that was designed and constructed as a residential building shall be converted to or hereafter used for non-residential purposes enumerated in this district. Those buildings and premises

being used in violation of this regulation on the date of the adoption of this Chapter may continue as non-conforming uses as described in this Chapter.



Harrisonville

300 E. Pearl Street
PO BOX 367
Harrisonville, MO 64701
Phone: (816) 380-8958
Fax: (816) 380-8906
www.harrisonville.com
www.ecode360/HA3317

January 20, 2022

1120 SW BROADWAY
LEES SUMMIT, MO 64081

RE: Code Compliance Case No. PM-22-0003

CELTIC INVESTMENT GROUP LLC,

Location : 2704 N ST RT 291 , HARRISONVILLE MO

Complaint Description:

THE ENTIRE LOT NEEDS TO BE CLEARED OF BRUSH, OVERGROWTH, TRASH, DEBRIS, AND OTHER MATERIALS. c-2 ZONING DOES NOT ALLOW FOR ANY OUTSIDE STORAGE OF ITEMS UNLESS FOR SALE. ANYTHING NOT FOR SALE SHOULD BE REMOVED OR INSIDE OUT OF VIEW FROM PUBLIC VIEW. ANY INOPERABLE/UNLICENSED VEHICLES, INCLUDING TRAILERS OF ANY TYPE, MUST BE REMOVED FROM PROPERTY. OCCUPANCY REQUIRES CURRENT BUSINESS LICENSE.

IPMC 2018
302.1 SANITATION
302.8 MOTOR VEHICLES
302.4 WEEDS

NOTICE OF VIOLATION. THIS PROPERTY HAS BEEN OBSERVED TO BE IN VIOLATION OF THE BELOW MUNICIPAL ORDINANCE AND REQUIRES COMPLIANCE WITHIN THIRTY CALENDAR DAYS FROM THE DATE OF THIS NOTICE.

TITLE 6 BUSINESS AND OCCUPATIONS - CHAPTER 605 LICENSES - ARTICLE 1 IN GENERAL - SECTION 605.010 LICENSE REQUIRED [CC 1977 §18-1; Ord. No. 2334 §1, 1-13-1997]

A.

No person, company, association or corporation shall within the City conduct, exercise, carry on, deal in or engage in any occupation, trade, business or avocation nor deal in, sell or keep any articles for sale or trade or provide a service without first taking out a City license therefore as provided in this Chapter.

B.

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

C.

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

TITLE 2 PUBLIC HEALTH, SAFETY AND WELFARE - CHAPTER 220 NUISANCES - ARTICLE 5 WEEDS - SECTION 220.400 HIGH WEEDS AND HIGH GRASS PROHIBITED [Ord. No. 3137 §1, 8-2-2010]

Attachment: Zoning Confirmation Letter (Swift Transportation Rezoning from C-2 to M-2 -PUBLIC HEARING)



Harrisonville

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www.harrisonville.com
www.ecode360/HA3317

Any owner, lessee or occupant or any agent, servant, representative or employee of any such owner, lessee or occupant having control of any lot of ground or any part of any lot who shall allow or maintain on any such lot any growth of weeds or grass to a height of twelve (12) inches or more shall be deemed guilty of a misdemeanor. Whenever private property abuts a public right-of-way or easement belonging to the City of Harrisonville or any public entity, except for rights-of-way sloped more than 3:1 (18 degrees), and there exists in such right-of-way or easement a tree lawn or grassy area between the private property line and the midline of said right-of-way or easement, then such tree lawn or grassy area shall be considered, for purposes of this Section requiring cutting of grass and weeds, to be a part of the private lot which abuts the right-of-way or easement and it shall be the duty of those responsible under this Section for the maintenance of the private lot to equally maintain the tree lawn or grassy area within the abutting right-of-way or easement and all of the provisions of this Section shall apply with equal force and effect to said tree lawn or grassy area. The violation of this provision shall be punished by a fine not exceeding five hundred dollars (\$500.00) or such imprisonment not exceeding ten (10) days, or by both such fine and imprisonment. Each day any violation of this provision shall continue shall constitute a separate punishable offense.

TITLE 2 PUBLIC HEALTH - SAFETY AND WELFARE - CHAPTER 220 NUISANCES - ARTICLE 2 INOPERABLE VEHICLES - SECTION 220.070 WRECKED, DAMAGED OR DEMOLISHED MOTOR VEHICLES DECLARED NUISANCE [CC 1977 §33-471; Ord. No. 867 §2, 5-20-1970; Ord. No. 2392 §2, 7-7-1997]

Any wrecked, damaged, demolished, disabled or inoperable vehicle or part or portion thereof which is left or permitted to remain upon any property or street, which is accessible to children or where weeds, grass and other vegetation is allowed to grow in or around such vehicle is hereby declared to be a public nuisance in that such vehicle or part or portion thereof may create a fire hazard or afford a nesting place or breeding place for mosquitoes, flies, rodents, rats and other vermin and also may be an attractive nuisance to children constituting a serious danger and threat to such children and may be an additional costly obstruction to the care and maintenance of such property or street when weeds, grass or other vegetation must be removed by private individuals or the City.

TITLE 5 BUILDING & CONSTRUCTION - CHAPTER 500 BUILDING AND PROPERTY MAINTENANCE CODES - ARTICLE 8 PROPERTY MAINTENANCE CODE - 500.320 ADOPTION OF STANDARDS [Ord. No. 3503, 8-3-2020]

The City hereby adopts the International Property Maintenance Code, 2018 Edition, as published by the International Code Council, including Appendix Chapter A as the Official Property Maintenance Code of the City of Harrisonville, Missouri.

TITLE 2 PUBLIC HEALTH, SAFETY AND WELFARE - CHAPTER 220 NUISANCES - ARTICLE 1 GENERALLY - SECTION 220.020 ENUMERATION [CC 1977 §16-18; Rev. Ords. 1939 Ch. 17 Art. 1 §§21, 45 Art. 3 §§1— 3; Ord. No. 2284 §1, 8-26-1996; Ord. No. 2512 §1, 6-22-1998; Ord No. 2907 §§1 — 2, 3-7-2005; Ord. No. 2914 §1, 4-18-2005; Ord. No. 3072 §1, 2-2-2009]



Harrisonville

300 E. Pearl Street
PO BOX 367
Harrisonville, MO 64701
Phone: (816) 380-8958
Fax: (816) 380-8906
www.harrisonville.com
www.ecode360/HA3317

A. The following are hereby declared, defined and deemed to be nuisances for the purposes of this Article; provided however, that the following shall not be deemed to be exclusive:

1. All substances which emit or cause foul, obnoxious, unhealthful or disagreeable odor or effluvia in the neighborhood where they exist.
2. All carcasses of animals remaining exposed for twelve (12) hours after death.
3. Any growth of weeds, grasses or bushes to a greater height than twelve (12) inches; provided that this shall not apply to planted and cultivated flowers, shrubbery or other landscaping.
Exception: In agricultural zoned properties, or properties used for agricultural, there shall be no weeds, grasses or bushes over twelve (12) inches in height a minimum distance of twenty (20) feet from any adjoining property line, street or alley.
4. All slop, foul or dirty water, filth, refuse or offal discharged in or upon any street, avenue, sidewalk, alley, park, public square or public enclosure or allowed to accumulate there or in a pond or pool.
5. All articles or things whatsoever caused, kept, maintained or permitted by any person to the injury, inconvenience, danger, detriment or annoyance of the public health, safety or welfare.
6. The keeping or allowing to remain on any premises any trees, shrubs or other vegetation infected with fungus or other diseases that will or might spread to other non-infected trees, shrubs or other vegetation.
7. Any silt caused by water flows which is deposited on downstream property thereby covering or obstructing land, including land normally covered by standing water.
8. Any writing, painting, drawing, marking, inscription, or figure of the type which a reasonable person would deem "graffiti" upon any wall, rock, bridge, building, fence, gate, other structure, tree or other real or personal property, either publicly or privately owned within the City.

TITLE 2 PUBLIC HEALTH, SAFETY AND WELFARE, CHAPTER 240 GARBAGE AND REFUSE, ARTICLE 2 COLLECTION REGULATIONS, SECTION 240.040 ACCUMULATION OF REFUSE ON PREMISES [CC 1977 §14-17; Ord. No. 666 §4, 1-19-1966]

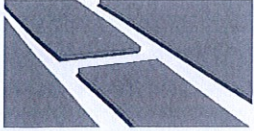
It shall be unlawful for any household or business establishment to permit the accumulation of refuse upon his/her premises in such a manner as to create a public nuisance or so as to create any unsanitary or unsightly condition.

SECTION 100.200 GENERAL PENALTY - CONTINUING VIOLATIONS

A. Whenever in this Code or in any ordinance of the City any act is prohibited or is made or declared to be unlawful or an offense, or whenever in this Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days, or by both such fine and imprisonment; provided however, that in any case wherein the penalty for an offense is fixed by any State law or Statute, the same penalty so fixed by State law or Statute shall be imposed for the punishment of such offense and no other, except that imprisonments, when made under this Section, may be in the City Jail instead of the County Jail.

B. Each day any violation of any provision of this Code or of any such ordinance shall continue shall constitute a separate offense.

C. In addition to the penalty set out in Subsection (A), any condition caused or permitted to exist in violation of any of the provisions of this Code or any such ordinance shall be deemed a public nuisance and may be, by the City, abated as provided by law and each day that such condition continues shall be regarded as a new and separate offense.



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PROPERTY OWNERS HAVE THE RIGHT TO A HEARING AFTER 10 DAYS' NOTICE THEREOF. IF NO REPRESENTATIVE IS PRESENT AT THE LISTED HEARING DATE, AND THE VIOLATIONS ARE NOT BROUGHT INTO COMPLIANCE, THE CITY CAN ABATE THE VIOLATION OR REQUIRE AN APPEARANCE IN COURT. IF A SECOND VIOLATION OCCURS WITHIN ONE CALENDAR YEAR, NO HEARING WILL BE SCHEDULED.

THE HEARING DATE FOR THIS VIOLATION IS 2/2/22 AT 9:00 AM

City of Harrisonville Municipal Ordinance may be viewed at www.harrisonville.com or www.ecode360.com/HA3317

Thank you for your cooperation in resolving this matter.

Regards,
KATIE PHELPS
Code Enforcement Officer and Building Inspector
816-380-8921

From: [Kim Dunn](#)
To: [Jamie Martin](#); [Christina Stanton](#)
Subject: Fwd: FOIA Form for 2704 N State Route 291, Harrisonville, MO
Date: Wednesday, July 13, 2022 10:53:38 PM
Attachments: [Outlook-cspipqxr.png](#)
[ZVL Req for 2704 N State Route 291.pdf](#)
[CO Form for 2704 N State Route 291.pdf](#)
[FOIA form for all docs for 2704 N State Route 291.pdf](#)

Wasn't sure if you needed the attached form also, so filled out.

----- Original Message -----

From: Kim Dunn <kim@howardzoning.com>
 To: "jmartin@harrisonville.com" <jmartin@harrisonville.com>
 Cc: "cstanton@harrisonville.com" <cstanton@harrisonville.com>
 Date: 07/13/2022 5:04 PM
 Subject: Fwd: Zoning Letter for 2704 N State Route 291, Harrisonville, MO

Good afternoon,

Please see attached request for a Zoning Letter and copies of applicable docs for the property: 2704 N State Route 291, Harrisonville, MO.

Best regards,

Kim Dunn
 Howard Zoning Associates LLC

----- Original Message -----

From: Kim Dunn <kim@howardzoning.com>
 To: Jamie Martin <jmartin@harrisonville.com>
 Cc: Christina Stanton <cstanton@harrisonville.com>
 Date: 07/13/2022 4:37 PM
 Subject: Re: Zoning for 2704 N State Route 291, Harrisonville, MO

Good afternoon Jamie,

Thank you!

Will send request.

Best regards,

Kim Dunn
 Howard Zoning Associates LLC

On 07/13/2022 4:27 PM Jamie Martin
 <jmartin@harrisonville.com> wrote:

Attachment: Fwd_ FOIA Form for 2704 N State Route 291, Harrisonville, MO (Zoning Letter Request) (Swift Transportation Rezoning from C-2 to

Good afternoon Kim,

The current zoning is C-2 and there is currently a Municipal Court case on the property. I will have to get with Code Enforcement to see what the open case entails, but I am working on that and seeing what other documents we have for that address that might be beneficial in answering your questions.

Jamie Martin
Administrative Assistant
Permit Technician, ICC
Building Department
City of Harrisonville
816-380-8958



From: Kim Dunn <kim@howardzoning.com>
Sent: Wednesday, July 13, 2022 3:17 PM
To: Christina Stanton <cstanton@harrisonville.com>; Jamie Martin <jmartin@harrisonville.com>
Subject: Fwd: Zoning for 2704 N State Route 291, Harrisonville, MO

Good afternoon,

Does the City of Harrisonville provide zoning letters and if so, what is the fee?
Can we pay fee with a credit card or send a check?

What is included in the Zoning Letter?

We are requesting zoning as well as copies of any variances, special use permits, conditional use permits, Certificates of Occupancy or the City of Harrisonville equivalent permit for Occupancy, copies of site plan or conditions of approval. Also, if any open/active zoning/building code violations on record only for the property.

Would all this information be included, or would we request through the City Clerk's Office?

Best regards,

Kim Dunn
Howard Zoning Associates LLC

----- Original Message -----

From: Kim Dunn
<kim@howardzoning.com>
To: "cstanton@harrisonville.com"
<cstanton@harrisonville.com>,
"jmartin@harrisonville.com"
<jmartin@harrisonville.com>
Date: 07/12/2022 2:40 PM
Subject: Zoning for 2704 N State Route 291,
Harrisonville, MO

Good afternoon,

Does the City of Harrisonville provide zoning letters and if so, what is the fee?
Can we pay fee with a credit card or send a check?

What is included in the Zoning Letter?

We are requesting zoning as well as copies of any variances, special use permits, conditional use permits, Certificates of Occupancy or the City of Harrisonville equivalent permit for Occupancy, copies of site plan or conditions of approval. Also, if any open/active zoning/building code violations on record only for the property.

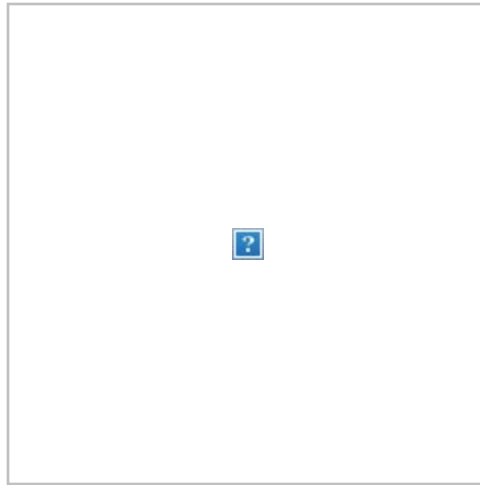
Would all this information be included, or would we request through the City Clerk's Office?

Best regards,

Kim Dunn
Howard Zoning Associates LLC

This is an email from outside your organization.

Attachment: Fwd_ FOIA Form for 2704 N State Route 291, Harrisonville, MO (Zoning Letter Request) (Swift Transportation Rezoning from C-2 to



THE INFORMATION CONTAINED IN THIS E-MAIL MESSAGE AND ANY ATTACHMENTS IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IF THE READER OF THIS E-MAIL MESSAGE AND ANY ATTACHMENTS IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU ARE IN THE POSSESSION OF PRIVILEGED INFORMATION. PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE OR REPLY EMAIL OF YOUR INADVERTENT RECEIPT AND DELETE THIS E-MAIL MESSAGE AND ANY ATTACHMENTS IMMEDIATELY.

This is an email from outside your organization.



Howard Zoning Associates, LLC

19045 North Rockwell Avenue • Edmond, OK 73012

Tel: (405) 415-5027 (Kim's Direct) • Tel: (405) 359-6292

Toll Free Fax: (877) 655-6292

Email: kim@howardzoning.com

5.F.g

To: City of Harrisonville Building Department
Attn: Jamie Martin, Administrative Assistant

Date: July 13, 2022

Request for a Zoning Verification Letter and applicable documents for site: **2704 N State Route 291, Harrisonville, MO. PN: 08-08-33-200-002-002.000**

Please kindly consider this as a formal request for a Zoning Verification Letter for the subject parcels (Please put letter on City letterhead).

- What is the current zoning of this project including any special, restrictive or overlay districts?
- What are the abutting Zoning Districts to this property to the North, South, East & West? (Specifically, any residential or other abutting zoning which could impact buffer, height, or setback requirements for this project)
- **Is the proposed use of Truck Maintenance Shop a regular permitted use?**
- Should the existing property not meet the current zoning code requirements, would your municipality view it as Legal Nonconforming to the current zoning code?
- Are there any **outstanding/open Zoning/Building Code Violations on record** for the subject property?
- Was the subject site granted any Use Permits, Variances or Special Exceptions? If yes, please provide copies of such document(s). **If a CUP or SUP has been issued would the SUP/CUP run with the land, to successors (foreclosing lender/purchaser) as a matter of right, or would a new permitting process need to happen after a transfer?**
- Was the subject site required to go through Site Plan Approval process? May I obtain a copy of the Approved Site Plan?
- Was the subject site approved as a Planned Unit Development? If yes, please provide PUD approval document/resolution with conditions.

Attachment: ZVL Req for 2704 N State Route 291 (1) (Swift Transportation Rezoning from C-2 to M-2 -PUBLIC HEARING)

**Howard Zoning Associates, LLC**

19045 North Rockwell Avenue • Edmond, OK 73012

Tel: (405) 415-5027 (Kim's Direct) • Tel: (405) 359-6292

Toll Free Fax: (877) 655-6292

Email: kim@howardzoning.com

- Was the subject site issued all required Certificates of Occupancy? Please provide copies of all available Certificates of Occupancy (or the City of Harrisonville's equivalent permit that allows occupancy). If COs are no longer available, enclosed please find a simple form to fill out.
- In addition to any Certificates of Occupancy already issued would a new Certificate of Occupancy be required for change of use?

Thank you for your time and help. My email address is kim@howardzoning.com and my direct dial line is (405) 415-5027.

Kim Dunn



Howard Zoning Associates, LLC

19045 North Rockwell Avenue • Edmond, OK 73012

Tel: (405) 415-5027 (Kim's) • (405) 359-6292

Toll Free Fax: (877) 655-6292

Email: kim@howardzoning.com

5.F.h

Date: July 13, 2022

To: City of Harrisonville, MO

Re: Copies of valid Certificates of Occupancy for: **2704 N State Route 291, Harrisonville, MO.**
PN: 08-08-33-200-002-002.000.

CERTIFICATE OF OCCUPANCY INFORMATION based upon our records:

_____ Valid Certificates of Occupancy have been issued for this project including COs for all tenants (if applicable) and is now outstanding for the Project. For any certificates not located or on file for this Project, the absence of a Certificate of Occupancy is not considered a violation and will not give rise to any enforcement action affecting this Project (see attached copies)

_____ Certificates of Occupancy for Projects constructed prior to the year _____ are no longer available either due to _____ they predate available records or _____ predate the co requirement. This Project was constructed originally around _____. The absence of a Certificate of Occupancy on file for this Project is not considered a violation and will not give rise to any enforcement action affective the Project. A Certificate of Occupancy for the Project will only be required (please circle what is applicable).

- to the extent of any construction activity, such as restoring, renovating, or expanding the existing project
- change in use
- change in occupancy/tenant
- change in ownership
- new construction

_____ We are unable to locate a Certificate of Occupancy for the Project from our available records. We have evidence in our records a Certificate of Occupancy was issued however it has been lost or misplaced. The absence of a Certificate of Occupancy for the Project is not considered a violation and will not give rise to any enforcement action affecting the Project. A Certificate of Occupancy for the Project will only be required to the extent of any construction activity (such as restoring, renovating, or expanding the existing project) and/or change in use.

Please Call or email the undersigned if you have any questions or comments:

Your Name/Title/Phone/Email _____

Attachment: CO Form for 2704 N State Route 291 (2) (Swift Transportation Rezoning from C-2 to M-2 -PUBLIC HEARING)



Sunshine Law Request Form

I hereby request City of Harrisonville records under provision of Chapter 610 of the Revised Statutes of the State of Missouri.

Name: Kim Dunn with Howard Zoning Associates LLC Date: 7/13/2022

Mailing Address: 19045 North Rockwell Avenue, Edmond, OK 73012

Email: kim@howardzoning.com

Information Requested (Please be specific): Please send copies of any variances, special use permits, conditional use permits, Certificates of Occupancy, site plan copy or conditions of approval. We are also inquiring if there are any open/active zoning/building code violations on record only for the property: 2704 N State Route 291, Harrisonville, MO

PN: 08-08-33-200-002-002.000.

Please choose one: I would like to view the record(s) inside City Hall

xxxx I request a printed copy of the record(s) and agree to pay a fee of 10 cents per page, plus the research/labor time of a city employee to compile the information.

 I hereby request that all fees for locating and copying the requested records be waived. The information I obtain will serve the public interest and will be used in the following
or Office Use Only –

Charges for Information

<u> </u>	Pages @ \$0.10 per page	=	\$ <u> </u>
<u> </u>	Research Time @ \$17 per hour	=	\$ <u> </u>
	Return Postage	=	\$ <u> </u>
	Sales Tax	=	\$ <u> </u>
	TOTAL	=	\$ <u> </u>

From: [Katie Phelps](#)
To: [Jacie Boyd](#); [Christina Stanton](#)
Subject: Re: 2704 N Highway 291 Harrisonville/ Swift Transportation
Date: Monday, September 26, 2022 8:53:04 AM
Attachments: [image001.png](#)

Jacie,

For this use you will need to change the zoning. I have included Christina Stanton, our Community Development Director to this email. Please have the proper person talk to her as soon as possible and apply for the zoning change.

Thank you,

Katie Phelps
Housing and Zoning Specialist
Code Enforcement Officer
Building Inspector
City of Harrisonville
300 East Pearl St.
P.O. Box 367
Harrisonville, MO. 64701
kphelps@harrisonville.com
816-380-8958 (Main)
816-380-8921 (Direct)
816-380-8906 (Fax)
www.harrisonville.com



From: Jacie Boyd <Jacie.Boyd@knighttrans.com>
Sent: Friday, September 23, 2022 6:47 PM
To: Katie Phelps <kphelps@harrisonville.onmicrosoft.com>
Subject: 2704 N Highway 291 Harrisonville/ Swift Transportation

Hello Katie,

It was a pleasure speaking with you yesterday on the phone about our property below. Attached you will find an image of what we plan to do with the land in time. This will be used for truck and trailer parking and storage, tractor maintenance, and trailer maintenance. Does this sound like it falls under

C2 zoning?

Address: 2704 N Highway 291, Harrisonville, MO

Also, our local team has already reached out regarding the business license so thank you for the local contact.

Is there any local company you recommend that can help with landscaping? If not we will find one.

I look forward to continuing to be in touch to make sure we get all of this addressed. Have a wonderful weekend!

Thank you,

Jacie Boyd | Real Estate Manager

Corporate Real Estate Services | Real Estate

Knight-Swift Transportation Holdings Inc.

2002 W. Wahalla, Phoenix, AZ 85027

O: 602.352.5060

Jacie.Boyd@knighttrans.com



This is an email from outside your organization.

From: [Jacie Boyd](#)
To: [Christina Stanton](#); [Katie Phelps](#)
Subject: RE: 2704 N Highway 291 Harrisonville/ Swift Transportation
Date: Thursday, September 29, 2022 10:19:13 AM
Attachments: [image001.png](#)

This is wonderful! Thank you so much Christina!

Thank you,

Jacie Boyd | Real Estate Manager

Corporate Real Estate Services | Real Estate
 Knight-Swift Transportation Holdings Inc.
 2002 W. Wahalla, Phoenix, AZ 85027
 O: 602.352.5060

Jacie.Boyd@knighttrans.com



From: Christina Stanton <cstanton@harrisonville.com>
Sent: Thursday, September 29, 2022 8:13 AM
To: Jacie Boyd <Jacie.Boyd@knighttrans.com>; Katie Phelps
 <kphelps@harrisonville.onmicrosoft.com>
Subject: RE: 2704 N Highway 291 Harrisonville/ Swift Transportation

[External Email] This email originated from outside of Knight-Swift. Review the sender's email address and mouse over links before clicking or responding. Validate any requests or attachments before proceeding. If in doubt contact helpdesk@swifttrans.com.

The application form is available here: [Rezoning-and-SUP-Application-42522 \(harrisonville.com\)](#)
 General information about the M-2 Zoning District is here: [City of Harrisonville, MO "M-2" General Industrial District \(ecode360.com\)](#)

Please follow-up with Carl Brooks, the City's Public Works Director, for details regarding a traffic study.

Christina Stanton, AICP
Community Development Director
 300 E. Pearl St.
 Harrisonville, MO 64701

(816) 380-8922

From: Jacie Boyd <Jacie.Boyd@knighttrans.com>
Sent: Thursday, September 29, 2022 10:08 AM
To: Christina Stanton <cstanton@harrisonville.com>; Katie Phelps
 <kphelps@harrisonville.onmicrosoft.com>
Subject: RE: 2704 N Highway 291 Harrisonville/ Swift Transportation

Hello Christina,

Thank you for the information below. We can absolutely do a traffic study and are ready to work to make the property M-2. Is there a link or a website I can go to, to fill out the application?

Thank you,

Jacie Boyd | Real Estate Manager

Corporate Real Estate Services | Real Estate
 Knight-Swift Transportation Holdings Inc.
 2002 W. Wahalla, Phoenix, AZ 85027
 O: 602.352.5060

Jacie.Boyd@knighttrans.com



From: Christina Stanton <cstanton@harrisonville.com>
Sent: Thursday, September 29, 2022 7:50 AM
To: Jacie Boyd <Jacie.Boyd@knighttrans.com>; Katie Phelps
 <kphelps@harrisonville.onmicrosoft.com>
Subject: RE: 2704 N Highway 291 Harrisonville/ Swift Transportation

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I apologize for not responding sooner. In order to utilize this lot for truck/trailer storage it would be a Special Use Permit; however, if you are adding maintenance/servicing to the allowed uses the property would have to be rezoned to M-2 (General Industrial District). The City's Comprehensive Plan shows area as "Community Mixed Use", which is intended "to integrate a broad range [of] retail, service, office, and residential uses" (page 42, [2040-Comprehensive-Plan \(harrisonville.com\)](https://www.harrisonville.com/2040-Comprehensive-Plan)).

A truck/trailer storage and maintenance/service use is an industrial use that is not supported by our Comprehensive Plan in this area so staff would have to recommend denial. If you choose to move forward with the application we will take it through the process, but I wanted to be clear on the staff recommendation and the reasoning behind it. Additionally, if this is moved forward a traffic study will be required.

Christina Stanton, AICP
Community Development Director

300 E. Pearl St.
 Harrisonville, MO 64701
 (816) 380-8922

From: Jacie Boyd <Jacie.Boyd@knighttrans.com>

Sent: Monday, September 26, 2022 10:17 AM

To: Katie Phelps <kphelps@harrisonville.onmicrosoft.com>; Christina Stanton <cstanton@harrisonville.com>

Subject: RE: 2704 N Highway 291 Harrisonville/ Swift Transportation

Hello Christina,

I look forward to working with you to reclassify the zoning for the property we just purchased. Would you like me to set up a call so we can discuss what we need to do? Or is there a link that can guide me to what I need to do?

Address: 2704 N Highway 291, Harrisonville, MO

Thank you,

Jacie Boyd | Real Estate Manager

Corporate Real Estate Services | Real Estate
 Knight-Swift Transportation Holdings Inc.
 2002 W. Wahalla, Phoenix, AZ 85027
 O: 602.352.5060

Jacie.Boyd@knighttrans.com



From: Katie Phelps <kphelps@harrisonville.onmicrosoft.com>

Sent: Monday, September 26, 2022 6:53 AM

To: Jacie Boyd <Jacie.Boyd@knighttrans.com>; Christina Stanton <cstanton@harrisonville.com>

Subject: Re: 2704 N Highway 291 Harrisonville/ Swift Transportation

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Jacie,

For this use you will need to change the zoning. I have included Christina Stanton, our Community Development Director to this email. Please have the proper person talk to her as soon as possible and apply for the zoning change.

Thank you,

Katie Phelps
Housing and Zoning Specialist
Code Enforcement Officer
Building Inspector
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300 East Pearl St.
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From: Jacie Boyd <Jacie.Boyd@knighttrans.com>
Sent: Friday, September 23, 2022 6:47 PM
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Subject: 2704 N Highway 291 Harrisonville/ Swift Transportation

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parking and storage, tractor maintenance, and trailer maintenance. Does this sound like it falls under C2 zoning?

Address: 2704 N Highway 291, Harrisonville, MO

Also, our local team has already reached out regarding the business license so thank you for the local contact.

Is there any local company you recommend that can help with landscaping? If not we will find one.

I look forward to continuing to be in touch to make sure we get all of this addressed. Have a wonderful weekend!

Thank you,

Jacie Boyd | Real Estate Manager

Corporate Real Estate Services | Real Estate

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2002 W. Wahalla, Phoenix, AZ 85027

O: 602.352.5060

Jacie.Boyd@knighttrans.com



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[Redacted]

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[Redacted]

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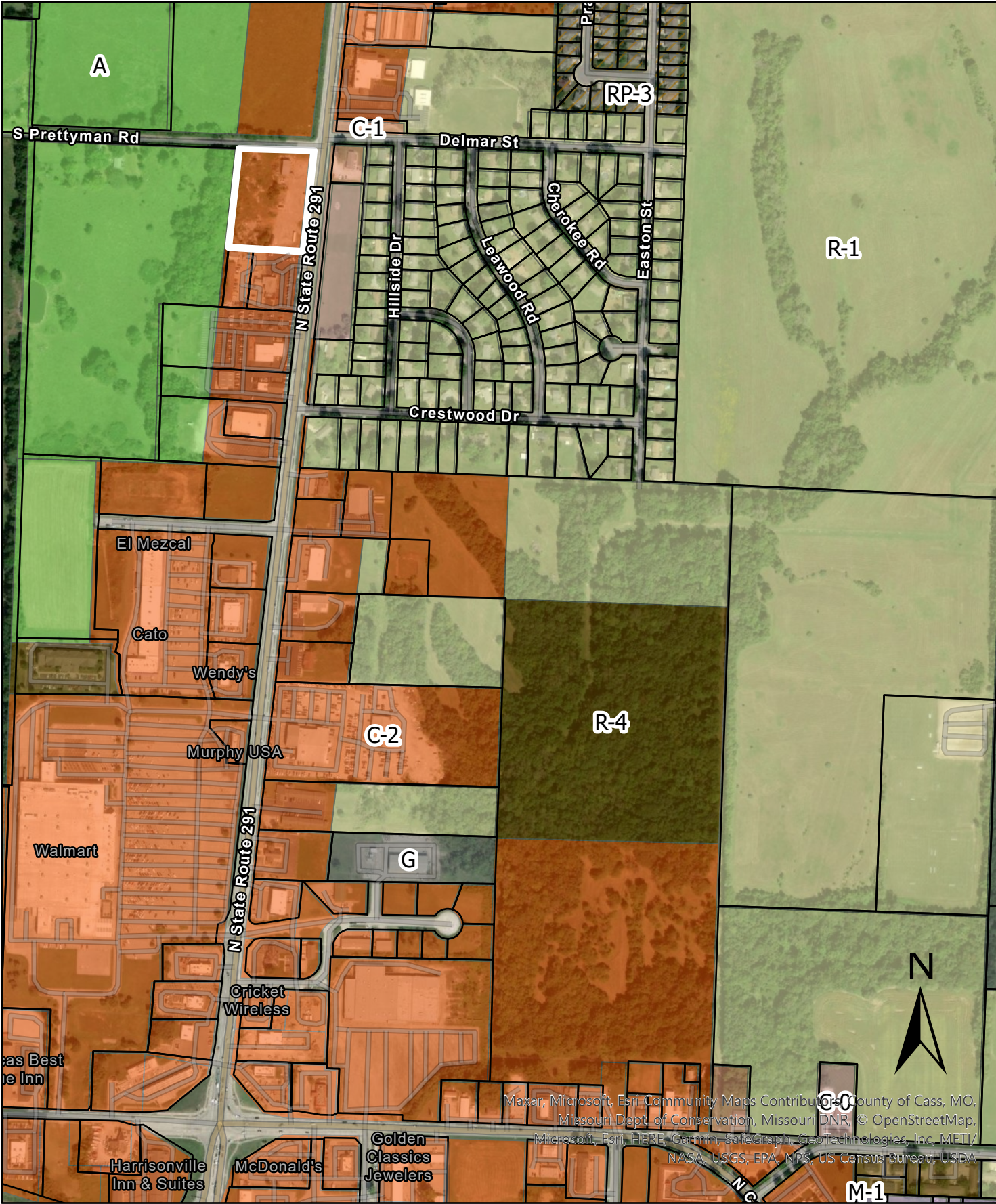


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Zoning Map

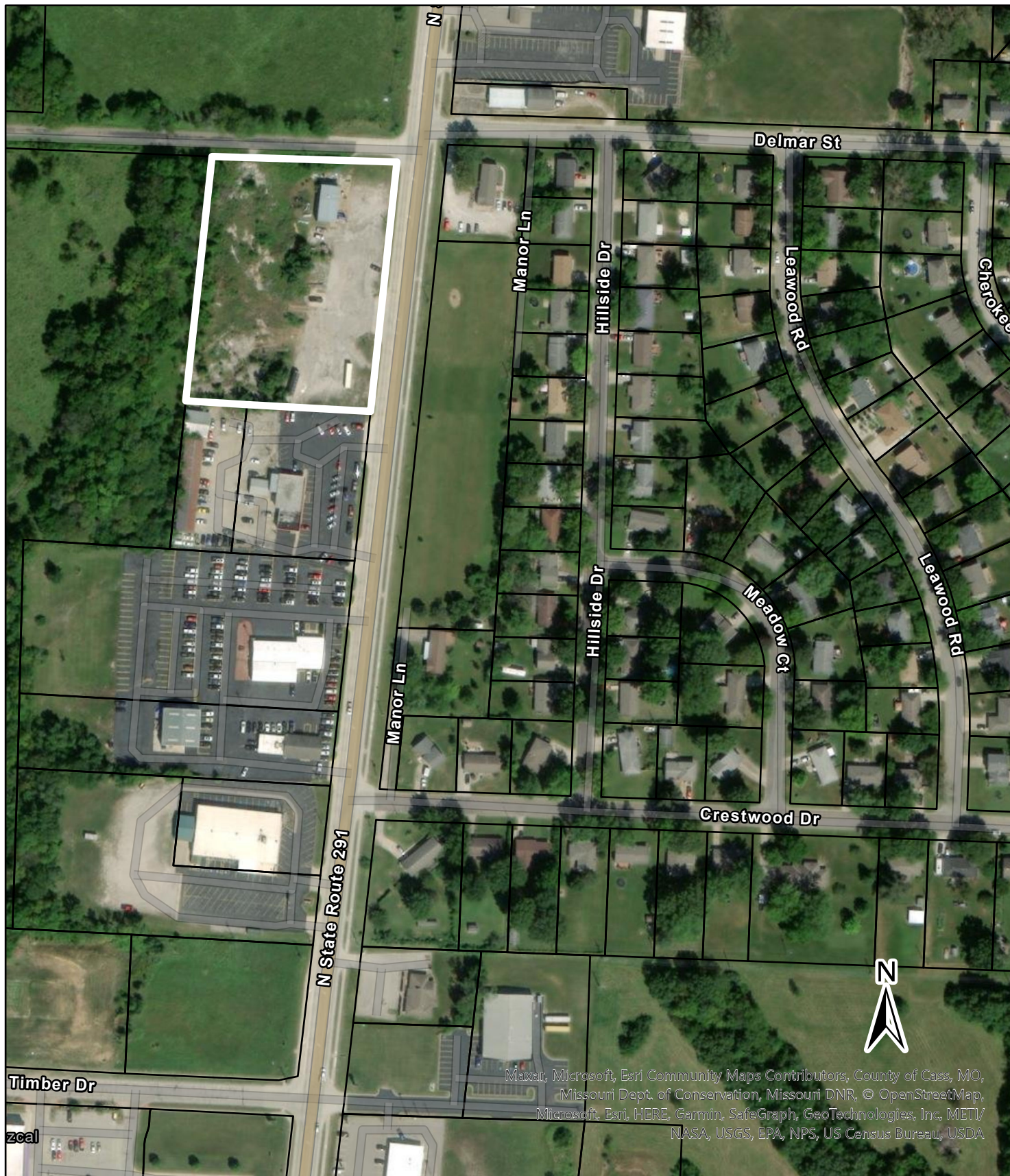


Attachment: Zoning Map (Swift Transportation Rezoning from C-2 to M-2 -PUBLIC HEARING)

0 215 430 860 Feet

Aerial Map

5.F.m



Attachment: Aerial Map (Swift Transportation Rezoning from C-2 to M-2 -PUBLIC HEARING)

0 80 160 320 Feet



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 21, 2022
SUBJECT: Ordinance Denying Rezone Application for Swift Transportation Co

Type of Item: *Approval*

G. Action Item (ID # 4409)

AN ORDINANCE OF BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE DENYING A REZONING OF APPROXIMATELY 2.8 ACRES OF LAND FROM SERVICE BUSINESS DISTRICT (C-2) TO GENERAL INDUSTRIAL DISTRICT (M-2) ON LAND LOCATED AT 2704 N. HIGHWAY 291 IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

Attachments:

Denying Swift Rezone Application 2023 (DOC)

Council Bill No.**Ordinance No.**

**AN ORDINANCE OF BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE
DENYING A REZONING OF APPROXIMATELY 2.8 ACRES OF LAND FROM
SERVICE BUSINESS DISTRICT (C-2) TO GENERAL INDUSTRIAL DISTRICT (M-2)
ON LAND LOCATED AT 2704 N. HIGHWAY 291 IN THE CITY OF
HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application from Jacie Boyd, representing Swift Transportation Co. of Arizona, LLC, to approval a Rezoning for approximately 2.8 acres of land from Service Business District (C-2) to General Industrial District (M-2) on land located at 2704 N. Highway 291 in the City of Harrisonville, Cass County, Missouri; and

WHEREAS, the Rezoning was considered by the Planning and Zoning Commission on December 15, 2022, and, with a vote of 5 Ayes and 0 Nays, recommended that the Board of Aldermen deny the Rezoning; and

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Chapter 405 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation, find that denial of the Rezoning is in the best interest of the City of Harrisonville and its residents.

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

Section 1: The Board of Aldermen of Harrisonville, Missouri, hereby denies a Rezoning of approximately 2.8 acres of land from Service Business District (C-2) to General Industrial District (M-2) on land located at 2704 N. Highway 291 in the City of Harrisonville, Cass County, Missouri.

Section 2: The Rezoning comprises the following real estate in the City of Harrisonville, Cass County, Missouri, described as follows:

LEGAL DESCRIPTION:

THE NORTH 400 FEET OF THE FOLLOWING TRACT: A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE WEST QUARTER CORNER OF SAID SECTION 33, EASTWARDLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1054.9 FEET TO THE WESTERLY RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY NO. 35, ALSO CALLED U.S. HIGHWAY NO. 71 BY-PASS; THENCE LEFT THROUGH A DEFLECTION ANGLE OF 86 DEGREES 12 MINUTES 30 SECONDS, A DISTANCE OF 430 FEET ALONG SAID WESTERLY LINE OF HIGHWAY TO THE TRUE POINT OF BEGINNING; THENCE WESTWARDLY, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 300.00 FEET; THENCE NORTHWARDLY, PARALLEL TO THE SAID HIGHWAY, A DISTANCE OF 839.8 FEET TO A POINT 45 FEET SOUTH OF THE NORTH

LINE OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION, THIS POINT BEING THE SOUTH LINE OF A PUBLIC ROAD; HENCE EASTWARDLY, PARALLEL TO AND 45 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 300.66 FEET TO THE WESTERLY LINE OF SAID HIGHWAY NO. 35; THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF SAID HIGHWAY, A DISTANCE OF 841.45 FEET TO THE POINT OF TRUE BEGINNING IN HARRISONVILLE, CASS COUNTY, MISSOURI, EXCEPT ANY PART DEEDED TO THE STATE OF MISSOURI BY INSTRUMENT RECORDED OCTOBER 26, 2016 FILED OF RECORD IN BOOK 4061 AT PAGE 111.

Section 3: Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4: Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5: Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 3RD OF JANUARY 2023 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 3RD DAY OF JANUARY 2023 AND PASSED BY THE BOARD OF ALDERMEN THIS 3RD DAY OF JANUARY 2023.

AYES:

NAYS:

AWAY:

ABSENT:

ABSTAIN:

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

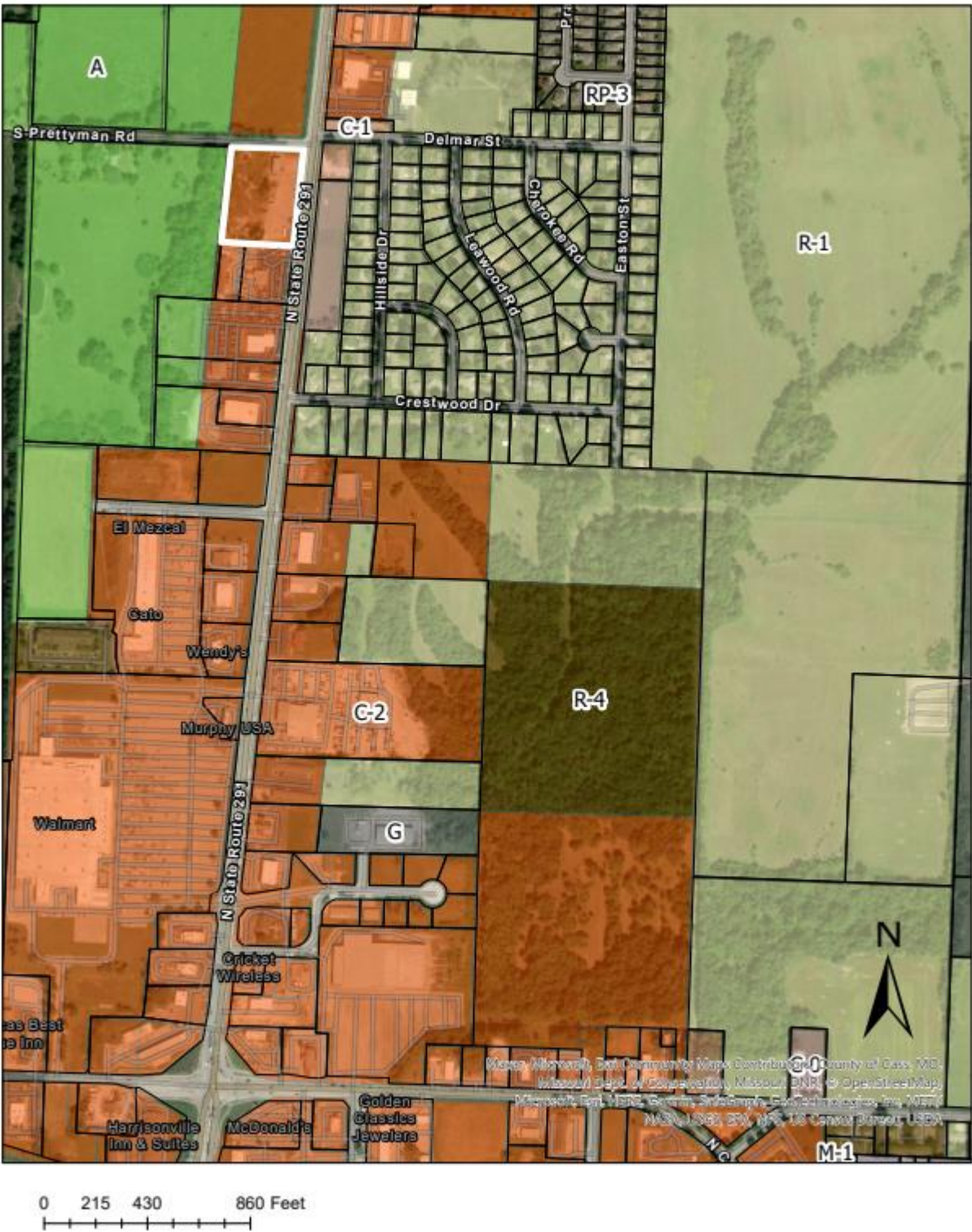
ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 3rd day of January 2023

Attachment I: Zoning Map

Zoning Map



Attachment: Denying Swift Rezoning Application 2023 (Ordinance Denying Rezoning Application for Swift Transportation Co)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 16, 2022
SUBJECT: November 2022 Municipal Court Report

Type of Item: *Approval*

A. Discussion Item (ID # 4407)

November 2022 Municipal Court Report

Attachments:

November 2022 Municipal Court Report (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

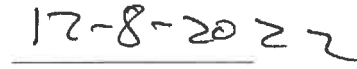
I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **November 2022** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge


Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk


Date

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary

RECEIVED
DEC 08 2022
CITY OF HARRISONVILLE

Attachment: November 2022 Municipal Court Report (November 2022 Municipal Court Report)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Harrisonville Municipal		Reporting Period: Nov 1, 2022 - Nov 30, 2022	
Mailing Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701					
Physical Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701				County: Cass County	Circuit: 17
Telephone Number: (816)3808903			Fax Number:		
Prepared by: MICHELLE SHAFFER			E-mail Address: michelle.shaffer@courts.mo.gov		
Municipal Judge: Don Lograsso					
II. MONTHLY CASELOAD INFORMATION				Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month				30	374
B. Cases (citations/informations) filed				2	11
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)				0	0
2. court/bench trial - GUILTY				0	1
3. court/bench trial - NOT GUILTY				0	0
4. plea of GUILTY in court				3	9
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	2
6. dismissed by court				0	0
7. <i>nolle prosequi</i>				2	4
8. certified for jury trial (not heard in Municipal Division)				0	0
9. TOTAL CASE DISPOSITIONS				5	16
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				27	369
E. Trial de Novo and/or appeal applications filed				0	0
III. WARRANT INFORMATION (pre- & post-disposition)				IV. PARKING TICKETS	
1. # Issued during reporting period		48		1. # Issued during period	
2. # Served/withdrawn during reporting period		59		☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		464			

Attachment: November 2022 Municipal Court Report (November 2022 Municipal Court Report)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: Nov 1, 2022 - Nov 30, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$1,642.00	Court Automation	\$259.00
Clerk Fee - Excess Revenue	\$180.00	Law Enf Arrest-Local	\$627.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$5.55	Overpayment-E/R	\$1.50
Bond forfeitures (paid to city) - Excess Revenue	\$168.00	Total Other Disbursements	\$887.50
Total Excess Revenue	\$1,995.55	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,533.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$898.00
		Total Disbursements	\$9,431.00
Fines - Other	\$3,712.50		
Clerk Fee - Other	\$283.50		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$39.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$278.07		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.88		
Law Enforcement Training (LET) Fund surcharge	\$76.00		
Domestic Violence Shelter surcharge	\$76.00		
Inmate Prisoner Detainee Security Fund surcharge	\$76.00		
Restitution	\$100.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,000.00		
Total Other Revenue	\$5,649.95		

Attachment: November 2022 Municipal Court Report (November 2022 Municipal Court Report)

Incode

7.A.a

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report ☒	
Municipality: HARRISONVILLE		Reporting Period: NOVEMBER 2022	
Mailing Address: P.O. BOX 367		Software Vendor: TYLER TECHNOLOGIES	
Physical Address: 300 E PEARL ST		County: CASS	Circuit: 17
Telephone Number: (816) 380-8903		Fax Number: (816) 380-8910	
Prepared by: MICHELLE SHAFFER	E-mail Address: michelle.shaffer@courts.mo.gov		iNotes ☒
Municipal Judge(s): DON LOGRASSO		Prosecuting Attorney: JEFFREY DEANE	
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	52	406	412
B. Cases (citations / informations) filed			
C. Cases converted to Show-Me Courts	0	2	1
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY			
3. court / bench trial - NOT GUILTY			
4. plea of GUILTY in court			
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)			
6. dismissed by court			
7. nolle prosequi			
8. certified for jury trial (not heard in the Municipal Division)			
9. TOTAL CASE DISPOSITIONS			
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	52	404	411
E. Trial de Novo and / or appeal applications filed			
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	0	# Issued during period	0
2. # Served/withdrawn during reporting period	3	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	622		

Attachment: November 2022 Municipal Court Report (November 2022 Municipal Court Report)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality:	Reporting Period:
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines – Excess Revenue	\$		\$
Clerk Fee – Excess Revenue	\$		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$		\$
Bond forfeitures (paid to city) – Excess Revenue	\$		\$
Total Excess Revenue	\$		\$
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			\$
Fines – Other	\$		\$
Clerk Fee – Other	\$		\$
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$		\$
Peace Officer Standards and Training (POST) Commission surcharge	\$		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$		\$
Law Enforcement Training (LET) Fund surcharge	\$		\$
Domestic Violence Shelter surcharge	\$		\$
Inmate Prisoner Detainee Security Fund surcharge	\$		\$
Sheriffs' Retirement Fund (SRF) surcharge	\$		\$
Restitution	\$		\$
Parking ticket revenue (including penalties)	\$		\$
Bond forfeitures (paid to city) – Other	\$		\$
Total Other Revenue	\$		\$
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.		Total Other Disbursements	\$
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$
		Bond Refunds	\$
		Total Disbursements	\$

Attachment: November 2022 Municipal Court Report (November 2022 Municipal Court Report)