



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 17, 2024
6:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. 30-Year Service Award - Art Carver**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jun 3, 2024, 6:00 PM**
 - B. Board of Aldermen - Work Session - Jun 3, 2024, 6:30 PM**
- 5. Agenda Items**
 - A. Council Bill 32: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, PROVIDING FOR THE EXTENSION OF THE CITY LIMITS BY ANNEXING APPROXIMATELY 3 ACRES OF ADJACENT TERRITORY OWNED BY 21500 PROPERTY INVESTMENTS, LLC, LOCATED AT 21500 E. 275TH STREET INTO THE CITY OF HARRISONVILLE, MISSOURI, ESTABLISHING THE ZONING AS C-2 (SERVICE BUSINESS DISTRICT) AND ESTABLISHING AN EFFECTIVE DATE.**
 - B. Council Bill 33: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE COST SHARING AGREEMENT WITH CASS COUNTY FOR INSTALLATION OF THE ROAD REPAIRS TO S. BRICKPLANT ROAD FROM E. 267TH STREET TO E. 275TH STREET AND E. 275TH STREET FROM S. BRICKPLANT ROAD TO S. BROOKHART DRIVE PROJECT FOR THE CITY OF HARRISONVILLE, MO**

- C. Council Bill 34: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING STREETS TO HAVE NO PARKING DESIGNATION.**
- 6. Aldermen and Committee Reports**
- 7. Report from the City Administrator**
 - A. May 2024 Municipal Court Report**
- 8. Questions from the Media**
- 9. Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 14th day of June 2024

Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 5, 2024
SUBJECT: Service Award - Art Carver

Type of Item: *Discussion*

- A. Discussion Item (ID # 4857)**
30-Year Service Award - Art Carver

Attachments:

Art Carver 2024 (DOCX)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Art Carver

In Grateful Appreciation for

30 Years

Of Dedicated Service to



June 17, 2024

Mike Zaring, MAYOR



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 3, 2024
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Mike Zaring.

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Larry Pfautsch	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Excused	
Kile Chaney	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Parks and Recreation Director Grant Purkey, Economic Development Director Jim Clarke, Interim Police Chief Darla Harris, Public Works Director Patty Hilderbrand, Electric Supervisor Brent Stockstill, City Engineer Carl Brooks, Fire Chief Rusty Sullivan, Executive Secretary to the City Administrator Theresa West, Fire Marshall Eric Myler, Fire Captain Jacob Harms and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Fire Department Badge Pinning

Fire Chief Sullivan announced the promotion to the rank of Captain for Firefighter/Paramedic Jacob Harms.

Sullivan spoke to the intense training and education Harms went through to earn the rank of Captain.

Harms' Captain badge was pinned by his wife Mackenzie Harms.

Minutes Acceptance: Minutes of Jun 3, 2024 6:00 PM (Approval of Minutes)

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - May 20, 2024 6:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Kile Chaney, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Mills, Franklin, Pfautsch, Turner, Doerhoff, Milner, Chaney
EXCUSED: Gary Davidson

B. Board of Aldermen - Work Session - May 20, 2024 6:30 PM

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

5. Agenda Items

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE CREATION OF A CONSENT AGENDA

Staff report presented by City Clerk Barnett.

Barnett spoke to the benefits of adding a consent agenda option for City meetings.

Barnett said, if approved, a consent agenda would allow routine and non-controversial items to be considered together in a single motion, streamlining proceedings and allowing Board members and City staff to allocate more time and attention to substantive matters.

Barnett informed the Board that the Mayor or a member of the Board may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, the item will be removed from the consent agenda and considered separately.

Pfautsch asked if the items on a consent agenda would still have supporting documents that are included in the agenda packet.

Barnett said yes.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2024-18.

RESULT: APPROVED [5 TO 2]
MOVER: Matt Turner, Board Member
SECONDER: Bill Mills, Board Member
AYES: Mills, Franklin, Turner, Milner, Chaney
NAYS: Larry Pfautsch, Dave Doerhoff
EXCUSED: Gary Davidson

Minutes Acceptance: Minutes of Jun 3, 2024 6:00 PM (Approval of Minutes)

B. AN ORDINANCE OF BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING THE CITY-INITIATED REZONINGS OF PROPERTIES CURRENTLY DESIGNATED AS “G” (GOVERNMENT) TO ESTABLISHED ZONING DISTRICTS AS IDENTIFIED IN THE ATTACHED TABLE OF PROPERTIES WITH “G” DESIGNATION AND PROPOSED ZONING IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Felzien read the ordinance for the second time.

Community Development Director Stanton said no comments or concerns were brought forward following the first reading of Council Bill 29.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3692.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Larry Pfautsch, Board Member
AYES:	Mills, Franklin, Pfautsch, Turner, Doerhoff, Milner, Chaney
EXCUSED:	Gary Davidson

C. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING CHAPTER 435—SIGN REGULATIONS, UNDER TITLE IV—LAND USE, OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

City Attorney Felzien read the ordinance for the second time.

Community Development Director Stanton said no comments or concerns were brought forward following the first reading of Council Bill 30.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3693.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kile Chaney, Board Member
SECONDER:	Dave Doerhoff, Board Member
AYES:	Mills, Franklin, Pfautsch, Turner, Doerhoff, Milner, Chaney
EXCUSED:	Gary Davidson

D. Annexation--21500 E. 275th St. (Midwest Marine)

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

Staff report presented by Community Development Director Stanton.

Stanton said the property owner voluntarily requested the property at 21500 E. 275th Street be annexed into the corporate city limits of the City of Harrisonville.

Stanton said the property is three acres and is surrounded by other properties previously annexed into the city limits.

Stanton said the property is currently vacant but was formerly the site of Midwest Marine.

Stanton said the property is an appropriate use in the Service Business (C-2) District.

Stanton said City staff recommend approval of the requested voluntary annexation and recommends the property to be zoned Service Business (C-2) District.

City Administrator Ratliff reminded the Board that the property owner would be required to connect to City sanitary sewer services.

Mayor Zaring closed the public hearing at 6:14 p.m.

- E. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, PROVIDING FOR THE EXTENSION OF THE CITY LIMITS BY ANNEXING APPROXIMATELY 3 ACRES OF ADJACENT TERRITORY OWNED BY 21500 PROPERTY INVESTMENTS, LLC, LOCATED AT 21500 E. 275TH STREET INTO THE CITY OF HARRISONVILLE, MISSOURI, ESTABLISHING THE ZONING AS C-2 (SERVICE BUSINESS DISTRICT) AND ESTABLISHING AN EFFECTIVE DATE.**

City Attorney Felzien read the ordinance for the first time.

Mayor Zaring announced that the second reading of the ordinance would occur during the June 17, 2024 Board of Aldermen meeting.

RESULT: SCHEDULED

Next: 6/17/2024 6:00 PM

6. Aldermen and Committee Reports

Alderman Doerhoff reminded all in attendance about the Snow Cone With a Cop event on Tuesday afternoon.

Alderman Mills spoke about the agreement for the property owner at 21500 E 275th Street to connect to City sanitary sewer services. Mills also shared that the MO-291/71 TDD will be selecting a contractor for the Royal Street Extension project at the end of June.

Alderwoman Franklin spoke about the upcoming Harrisonville Farmer's and Artist's Market dates and Junk in the Trunk Date. Franklin also spoke about the Paws at the Spa event on June 8, hosted by the Harrisonville Animal Shelter Friends organization.

Alderman Chaney spoke about Memorial Day and thanked all those who gave the ultimate sacrifice in service of our country. Chaney spoke about the upcoming Elks Lodge Youth Fishing Derby on June 8, and invited all to attend. Chaney also thanked Mr. Tim Soulis for his dedication to the Harrisonville community, and wished him well in his retirement.

7. Report from the City Administrator

City Administrator Ratliff reminded the Board of Aldermen about a series of upcoming City and Community events.

Ratliff informed the Board that the contractor working at Lawrence Smith Memorial Airport on the Runway 17 35 Reconstruction Project has been working Saturdays and longer hours to get caught up on the project after it was delayed by rain.

Ratliff informed the Board that the City has changed contractors for the Oakvale Sanitary Sewer project, and will now be utilizing Powers Trenching & Excavating to complete the project.

Ratliff informed the Board that two design/build teams will be submitting their technical proposals and maximum price allowance by June 28, 2024.

Ratliff said engineers from RIC, who are working on the Ash Street and Bridge Over Town Creek Storm Water project, will have final construction plans and specifications for City staff to review next week. Ratliff said easement documents have been sent to six residents in the area.

Ratliff said the police department recently performed alcohol compliance checks at nine local businesses. Ratliff said eight of the businesses passed with no violations, but one business did not pass and will be sent a summons to municipal court.

Ratliff announced that the Police Department has issued over 40 UTV permits in the past two weeks, and that they have more appointments for permits scheduled this week.

Ratliff provided the Board with an update on the status of the Chief of Police selection process. Ratliff said department staff are reviewing the final three candidates and will be submitting input to the City Administrator.

Ratliff informed the Board that the Harrisonville Square Neighborhood Redevelopment Corporation Board has received two applications to participate in the Chapter 353 abatement program. Ratliff said one applicant postponed their application and that the other application was denied.

8. Questions from the Media

None.

9. Adjourn from Regular Session

Mayor Zaring spoke about a number of wonderful ceremonies held for Memorial Day, especially by the Harrisonville VFW chapter.

A motion was made by Alderman Doerhoff to adjourn from the Regular Meeting. The motion was seconded by Alderwoman Milner. The motion carried with a unanimous vote. The meeting adjourned at 6:26 p.m.

Mike Zaring, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jun 3, 2024 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
JUNE 3, 2024
6:30 PM

1. Call to Order

The meeting was called to order at 6:40 PM by Mayor Mike Zaring.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Larry Pfautsch	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Excused	
Kile Chaney	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, Parks Director Grant Purkey, Public Works Director Patty Hilderbrand, Community Development Director Christina Stanton, Economic Development Director Jim Clarke, Interim Police Chief Darla Harris, Fire Chief Rusty Sullivan, Executive Secretary to the City Administrator Theresa West and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. On-Street Parking Discussion

Public Works Director Hilderbrand led a discussion regarding streets in the City that currently face traffic challenges due to on-street parking.

Hilderbrand highlighted 10 street locations and also spoke about the current emergency snow routes.

Hilderbrand spoke about the pros and cons of limiting on street parking, as it compares to making streets one-way traffic.

Minutes Acceptance: Minutes of Jun 3, 2024 6:30 PM (Approval of Minutes)

City Administrator Ratliff shared information about how City staff gathered their reports about challenges on local streets and in areas where it would present challenges to emergency vehicles.

Alderwoman Milner asked City staff to take a closer look at traffic patterns and parking restrictions on Bird Avenue, with the South Street/Bridge Over Muddy Creek project in mind.

Community Development Director Stanton spoke about City ordinances relating to where residents may park on their property, and the limitations to parking on grass or gravel.

Discussion was held regarding making Shady Lane between Lexington Street and Lake Avenue a one-way street or an alley.

Alderman Doerhoff asked if staff could review parking regulations on Meadowlark Drive and Osage Street.

Alderman Chaney suggested putting parking restrictions on the more congested streets that do not already have it, with a time limit.

A consensus of the Board was reached to restrict parking on the north side of Maverick Trail and the south side of Thunderbird Drive, to restrict parking on the east side of both Silver Maple and Younger Drives, to restrict parking on the west side of Stacy Road, to install 'No Parking From Here to the Corner' signs on Logan Street until the intersection of Logan and Oakland Street, to install 'No Parking From Here to the Corner' signs on Logan Street until the intersection of Logan and West Street, to restrict parking on both sides of West Street, to restrict parking on both sides of King Avenue from Ash Street to Mechanic Street, to restrict parking on the west side of King Terrace, to restrict parking on the south side of Bowman Street and to restrict parking on the east side of S Main Street.

Alderman Pfautsch suggested taking a closer look at parking regulations on Washinton Street. It was determined that no parking signs did exist on portions of the north side of the street.

A motion was made by Alderwoman Milner to adjourn from the Work Session. The motion was seconded by Alderman Doerhoff. The motion carried with a unanimous vote. The meeting adjourned at 7:56 p.m.

Mike Zaring, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jun 3, 2024 6:30 PM (Approval of Minutes)

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 29, 2024
SUBJECT: Ordinance - Annexation of Midwest Marine

Type of Item: *Approval*

A. Action Item (ID # 4851)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, PROVIDING FOR THE EXTENSION OF THE CITY LIMITS BY ANNEXING APPROXIMATELY 3 ACRES OF ADJACENT TERRITORY OWNED BY 21500 PROPERTY INVESTMENTS, LLC, LOCATED AT 21500 E. 275TH STREET INTO THE CITY OF HARRISONVILLE, MISSOURI, ESTABLISHING THE ZONING AS C-2 (SERVICE BUSINESS DISTRICT) AND ESTABLISHING AN EFFECTIVE DATE.

History:

06/03/24 Board of Aldermen SCHEDULED

City Attorney Felzien read the ordinance for the first time.

Mayor Zaring announced that the second reading of the ordinance would occur during the June 17, 2024 Board of Aldermen meeting.

Attachments:

Ordinance Midwest Marine Annexation (DOCX)

Council Bill No. _____

Ordinance No. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, PROVIDING FOR THE EXTENSION OF THE CITY LIMITS BY ANNEXING APPROXIMATELY 3 ACRES OF ADJACENT TERRITORY OWNED BY 21500 PROPERTY INVESTMENTS, LLC, LOCATED AT 21500 E. 275TH STREET INTO THE CITY OF HARRISONVILLE, MISSOURI, ESTABLISHING THE ZONING AS C-2 (SERVICE BUSINESS DISTRICT) AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a verified petition for voluntary annexation signed by the fee and simple owner of record of real estate, hereinafter described, requesting annexation of said territory into the City of Harrisonville, Missouri, was filed with the City Clerk; and

WHEREAS, a legal notice announcing a public hearing to be held on the petition for annexation on June 3, 2024, before the Board of Aldermen of the City of Harrisonville, Missouri was published in the May 16, 2024, edition of the *Tribune and Times* newspaper; and

WHEREAS, said real estate, as hereinafter described, is adjacent and contiguous to the existing corporate limits of the City of Harrisonville, Missouri; and

WHEREAS, said real estate is within the City of Harrisonville's "Plan of Intent" to annex; and

WHEREAS, the zoning of the property is being established as C-2 (Service Business District); and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, does find and determine that said annexation is reasonable and necessary for the proper development of the City; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing on June 3, 2024, and rendered a decision to approve as the Board believes that it is in the best interest for the citizens of Harrisonville.

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

Section 1: That the corporate limits of the City of Harrisonville, in the County of Cass, State of Missouri, are annexed so as to embrace and include all that part of said County of Cass lying within the following boundary lines:

Attachment: Ordinance Midwest Marine Annexation (Ordinance - Annexation of Midwest Marine)

Legal Description:

All that part of the Southwest Quarter of Section 9, Township 44, Range 31, Cass County, Missouri, more particularly described as follows: Beginning at a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 9 and 471.80 feet East of the Southwest Corner thereof; thence North, along a line perpendicular to the South line of the Southeast Quarter of the Southwest Quarter of Section 9, a distance of 216.67 feet to the True Point of Beginning of subject tract; thence continuing North, along a line perpendicular to the South line of the Southeast Quarter of the Southwest Quarter of said Section 9, a distance of 207.35 feet; thence East, a distance of 425.72 feet, to a point on the Westerly right-of-way line of U.S. Highway No. 71 as now established; thence South 1 degree 38 minutes 00 seconds West, along the Westerly right-of-way line of said U.S. Highway No. 71, a distance of 66.55 feet; thence South 3 degrees 58 minutes 34 seconds West, along the Westerly right-of-way line of said U.S. Highway No. 71, a distance of 343.53 feet, to its intersection with the Northerly right-of-way line of the County Road; thence South 82 degrees 30 minutes 16 seconds West, along the Northerly right-of-way line of the County Road, a distance of 113.53 feet, to a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 9; thence West, along the South line of the Southeast Quarter of the Southwest Quarter of said Section 9, a distance of 87.44 feet; thence North, along a line perpendicular to the South line of the Southeast Quarter of the Southwest Quarter of said Section 9, a distance of 216.67 feet; thence West, a distance of 200 feet, to the True Point of Beginning of subject tract. Subject to easements, restrictions, reservations and covenants of record, if any.

Section 2: That the boundaries of the City of Harrisonville, Missouri, are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3: That the City Clerk for the City of Harrisonville is hereby ordered to cause three (3) certified copies of this ordinance to be filed with the Cass County Clerk.

Section 4: That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 3rd day of June 2024. Read for the second time by title only on the 17th day of June 2024.

Mike Zaring, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 17th day of June 2024.

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: June 10, 2024
SUBJECT: Ordinance with Cass County for Road Improvements

Type of Item: *Approval*

B. Action Item (ID # 4862)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE COST SHARING AGREEMENT WITH CASS COUNTY FOR INSTALLATION OF THE ROAD REPAIRS TO S. BRICKPLANT ROAD FROM E. 267TH STREET TO E. 275TH STREET AND E. 275TH STREET FROM S. BRICKPLANT ROAD TO S. BROOKHART DRIVE PROJECT FOR THE CITY OF HARRISONVILLE, MO

Attachments:

Ordinance 2024-xx S Brickplant and E 275th Street (DOC)

Staff Report Cooperative Cost Share Agreement for Cass County Roads Project (DOC)

Cass CO Cost Share Agreement Brickplant Street Replacement Project 05 21 2024
(DOCX)

Council Bill No. 2024-
Ordinance No.

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A
COOPERATIVE COST SHARING AGREEMENT WITH CASS COUNTY FOR
INSTALLATION OF THE ROAD REPAIRS TO S. BRICKPLANT ROAD FROM
E. 267TH STREET TO E. 275TH STREET AND E. 275TH STREET FROM S.
BRICKPLANT ROAD TO S. BROOKHART DRIVE PROJECT FOR THE CITY
OF HARRISONVILLE, MO**

WHEREAS, the transportation improvements of S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive, are vital to the local residents and commercial business of Cass County and Harrisonville, and

WHEREAS, due to the Cities sanitary improvements project, the existing conditions of the above roads, streets and drives needed to be restored to their original condition or better, and

WHEREAS, the City of Harrisonville intends to have constructed by Cass County the Double Chip-N Seal project improvements from edge of road to edge of road on S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive within the county limits of Cass County,

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

Section 1. The Mayor is authorized to execute a contract with Cass County for the installation of the Double Chip-N Seal project improvements from edge of road to edge of road on S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive.

Section 2. The amount of the agreement to Cass County is in the amount of \$78,552.15 for above improvements. Please note that in accordance with our Agreement with the County, the City is to reimburse the County within 30 days of receipt of Notice from the County.

Section 3. The construction phase period of service shall be June 2024.

Section 4. *Effective Date.* That this ordinance shall become effective immediately upon its passage.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 17TH DAY OF JUNE 2024
AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 17TH DAY OF
JUNE 2024 AND PASSED BY THE BOARD OF ALDERMEN THIS 17 TH DAY OF
JUNE 2024.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

Mike Zaring, Mayor, and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Cler

WITNESS my hand and seal this 17th day of June 2024.



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

To: Mayor and Board of Aldermen

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

Date: June 17, 2024

Re: SE 2020-04 Cooperative Cost-Sharing Agreement for Installation of Road Improvements of S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive, South Service Area Sanitary Sewer Project

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of Ordinance

Date of Application: June 17, 2024

Purpose: Enter into Agreement with Cass County

Property Location: S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive, Cass County

PROPOSAL

Staff proposes that the Board of Aldermen approve an ordinance authorizing the Mayor to execute a cooperative cost-sharing agreement with Cass County *Installation of Road Improvements of S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive, the South Service Area Sanitary Sewer Project.*

PREVIOUS ACTIONS

County staff and City staff agree that rather than City staff asphalt base patch the holes were the Contractor (Legacy Underground Construction) horizontally drilled and open cut for the new force main underneath the sections of two roads listed above that County staff would install a Double Chip-n-Seal for the entire width of the roads with a cost share agreement in the amount of \$78,552.15; and is within the South Service Area Sanitary Sewer Construction budget. In addition, the County will provide for all planning, permitting, engineering and completion of the work. The cities initial "guesstimate" of the material cost was \$25K and we were planning to

have our Street Division of Public Works perform the work on one side of the roads as this was where the construction of the force main was performed.

A benefit to City staff with this arrangement is that Cass County is responsible for all aspects of the construction of the improvement.

KEY ISSUES

The road improvements will be of great value and benefit to the local residents of Cass County as the roads will be restored to their original condition or better for the entire width of the roads and not just half the roadway.

Any future road issues will be resolved by the Cass County Road & Bridge Crew and not the City's Street Division as these two road sections are all (100%) in the county.

The City of Harrisonville and the County have worked together on other cost sharing agreements in the past.

STAFF RECOMMENDATION

City staffs' recommendation is that the city agree to enter into this cost share agreement in the amount of \$78,552.15.

ATTACHMENTS

Agreement

Ordinance 2024-xx

**COOPERATIVE COST-SHARING AGREEMENT
FOR THE ROAD REPAIRS TO S. BRICKPLANT ROAD FROM E. 267TH STREET TO E. 275TH
STREET AND E. 275TH STREET FROM S. BRICKPLANT ROAD TO S. BROOKHART DRIVE
PROJECT**

This Cooperative Cost-Sharing Agreement for S. Brickplant Road from E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive Road Replacement Project ("Agreement") is made by and between the City of Harrisonville, Missouri (hereinafter "Harrisonville") and Cass County, Missouri (hereinafter "Cass County"). Harrisonville and Cass County being referred to hereinafter collectively as the "Parties".

Recitals

WHEREAS, Article VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS Section 70.220 of the Revised Statutes of Missouri provides that political subdivisions, including counties, cities, towns, and villages may enter contracts to jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision; and

WHEREAS, the Parties desire to facilitate road improvements from edge of pavement to edge of pavement improvements on S. Brickplant Road and E. 275th Street as indicated above ("Transportation Improvements") which will substantially benefit each of the Parties; and

WHEREAS, the Transportation Improvements would not be realized or completed absent of a cooperative effort and cost-sharing between the Parties; and

WHEREAS, the Board of Aldermen of the City of Harrisonville and the County Commission of Cass County deem it to be in their best interests and the interests of their citizenry to enter into this Agreement; and

WHEREAS, the Recitals and introductory paragraphs set forth above are, and for all purposes, shall be interpreted as being an integral part of this Agreement by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby mutually agree as follows:

Agreement

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between the Parties for the costs incurred in planning, engineering, completion, and construction of the Transportation Improvements. The section(s) of S. Brickplant Road from

E. 267th Street to E. 275th Street and E. 275th Street from S. Brickplant Road to S. Brookhart Drive within which the Transportation Improvements are contemplated and incorporated by reference herein.

2. Cost-Sharing.

A. Under this Agreement, Harrisonville shall reimburse Cass County in the amount of \$78,552.15, pursuant to the terms of this Agreement for Cass County's costs ("Road Costs") in purchasing and installation of road gravel and Double Chip-n Seal material.

B. Under this Agreement, Cass County shall be responsible for all other amounts due in order to complete the Transportation Improvements except as set forth in Section 2.A ("Costs").

C. Reimbursement by Harrisonville to Cass County of the Road Costs shall be made within 30 days of receipt of Notice from Cass County of the Road Costs.

3. Obligations of Harrisonville. Harrisonville agrees to:

A. Provide Cass County and/or its agents and employees with reasonable access to any easements, engineering plans and traffic studies maintained by Harrisonville for the areas included within the anticipated Transportation Improvements,

B. Comply with all other requirements applicable as set forth in this Agreement.

4. Obligations of Cass County. Cass County agrees to:

A. Provide for the planning, engineering, construction, and completion of the Transportation Improvements.

B. Manage all contracts (including payment schedules, construction deadlines and necessary inspections) for the planning, construction, and completion of the Transportation Improvements.

C. Provide Harrisonville and/or its agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Cass County for the areas included within the anticipated Transportation Improvements.

D. Complete or cause the completion of the Transportation Improvements, including but not limited engineering fees, permitting (including, but not limited to the floodplain permit), utility locates, road signing, traffic control, complete inspection, and

construction (work may be performed by Cass County labor). All inspection reports will be provided to Harrisonville.

E. Comply with all other requirements applicable to Cass County as set forth in this Agreement.

F. Purchase the road materials as described in Section 2.A and cause them to be delivered to Cass County's Road and Bridge facility located at 30508 SW Outer Road, Cass County, Missouri.

G. Receipt for any funds paid by Harrisonville towards the Road Costs.

H. Be responsible for maintenance of the Transportation Improvements.

Miscellaneous Provisions

1. **Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties, (A) shall submit exclusively to the jurisdiction of the state and federal courts located in Cass County, Missouri; (B) shall waive any and all objections to jurisdiction and venue; and (C) shall not raise forum non convenience as an objection to the location of any litigation.

2. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

3. **Modification.** This Agreement shall not be amended, modified, or cancelled without the written consent of the Parties.

4. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

5. Severability of Provisions. Except as specifically provided in this Agreement, all of the provision of this Agreement shall be severable. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

6. Assignment. The Parties shall not sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other parties. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

7. No Partnership. It is expressly understood that the Parties are not now, nor will they be engaged in a joint venture, partnership, or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.

8. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees, and successors in interest, providing none of the Parties may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.

9. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

10. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the addresses provided as follows:

If to Harrisonville:

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

If to Cass County:

Cass County

Attn: Presiding Commissioner
 102 E. Wall St.
 Harrisonville, MO 64701

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notice given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notice given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. A copy of any Notice to a Party shall be contemporaneously provided to any other non-sending parties to this Agreement (if any).

11. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

12. Cooperation. All Parties agree to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions, and obligations under this Agreement.

13. Compliance with Laws. Cass County shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Transportation Improvements. Cass County's contracts with any contractor performing work on the Transportation Improvements shall require that they comply with all applicable federal, state, and local laws, ordinances, and regulations.

14. Term. This Agreement shall begin upon its execution and shall continue until all of the Transportation Improvements are completed subject to the terms and conditions set forth in this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

16. Future Appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any of the Parties, and subject only to continuing obligations undertaken for traffic enforcement, snow plowing/treatment, future maintenance, maintenance of right-of-way and utility franchises, and non-exclusive written and recordable licenses referenced herein.

17. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance, and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

18. No Waiver of Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either Party's sovereign immunity.

19. Third Parties. There are no third-party beneficiaries to this Agreement. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year provided next to each of their signature blocks below.

City of Harrisonville, Missouri

Date:

By: Mike Zaring
Title: Mayor

ATTEST:

By: Daniel Barnett
Title: City Clerk

Ordinance #: _____

Cass County, Missouri

Date:

By: Bob Huston
Presiding Commissioner

ATTEST:

Jeff Fletcher
County Clerk
Ordinance #: _____

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: June 14, 2024
SUBJECT: Ordinance - No Parking

Type of Item: *Approval*

C. Action Item (ID # 4868)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE
ESTABLISHING STREETS TO HAVE NO PARKING DESIGNATION.

Attachments:

Ordinance - No Parking (DOC)
Staff Report - No Parking (DOC)
No Parking Ordinance Map (JPG)

Council Bill No.**Ordinance No.****AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE
ESTABLISHING STREETS TO HAVE NO PARKING DESIGNATION.**

WHEREAS, City Code Section 355.060 (Parking Prohibited on Narrow Street) authorizes the City Traffic Engineer to erect signs indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet or upon one (1) side of a street as indicated by such signs when the width of the roadway does not exceed thirty (30) feet; and

WHEREAS, the City of Harrisonville currently has 76 street sections totaling 4.9 miles whose width is less than 20 feet and 499 sections totaling 56.5 miles that are less than 30 feet.; and

WHEREAS, two key issues in identifying streets where no parking signs should be installed include safety (obstructions to line of sight at intersection, school bus routes) and emergency use (i.e. snow routes & fire hydrant locations and that consideration is also given to the type of housing (single-family, duplex apartments etc.) and availability of off-street parking; and

WHEREAS, Public Works staff have prioritized a list of ten (10) streets, in addition to established emergency snow route, where the installation of no parking signs would improve safety for vehicular travel.

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

Section 1: That signage shall be installed identifying parking restrictions on the following emergency snow routes:

- Waters Road from Highway 291 to Jefferson Parkway
- Jefferson Parkway from Waters Road to Locust Street
- Locust Street from North Commercial to North Independence
- Ash Street from North Independence to North King
- North King from Ash Street to East Mechanic
- Elm Street from East Mechanic to east City limits
- Bird Street from East Mechanic to East South Street
- North Independence Street from Locust Street to West Mechanic Street
- South Independence Street from West Mechanic Street to West South Street
- North Commercial Street from Highway 291 to West Wall Street
- South Commercial Street from West Mechanic to Lindbergh
- Orchard Road from South Independence Street to south City limits

Section 2: That signage shall be installed identifying parking restrictions on the following streets:

Ward 1

Restricting parking on the north side of Maverick Trail.

Restricting parking on the south side of Thunderbird Drive.

Restricting parking on the east side of both Silver Maple and Younger Drives.

Ward 2

Restricting parking on both sides of King Avenue from Ash Street to Mechanic Street (included in snow routes list)

Restricting parking on the west side of King Terrace.

Ward 3

Installing ‘No Parking from here to corner’ signs on Logan Street until the intersection of Logan and Oakland Street.

Restricting parking on both sides of West Street.

Restricting parking on the south side of Bowman Street.

Restricting parking on the east side of S Main Street.

Ward 4

Restricting parking on the west side of Stacy Road

Section 3: Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 4: 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 17TH OF JUNE 2024 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 1ST DAY OF JULY 2024 AND PASSED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF JULY 2024.

AYES:

NAYS:

AWAY:

ABSENT:

ABSTAIN:

Mike Zaring, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of July 2024

Attachment: Ordinance - No Parking (Ordinance - No Parking)

To: Board of Aldermen
From: Patty Hilderbrand, Director of Public Works
Date: June 13, 2024
Re: On-Street Parking

GENERAL INFORMATION

Applicant: Patty Hilderbrand
Requested Actions: Approval to install No Parking Signs
Date of Application: June 13, 2024

PROPOSAL

Install no parking signs on all emergency snow routes where signs are not currently present as well as ten (10) streets recommended by Public Works

PREVIOUS ACTIONS

N/A

KEY ISSUES

City Code Section 355.060 (Parking Prohibited on Narrow Street) authorizes the City Traffic Engineer to erect signs indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet or upon one (1) side of a street as indicated by such signs when the width of the roadway does not exceed thirty (30) feet.

Harrisonville currently has 76 street sections totaling 4.9 miles whose width is less than 20 feet and 499 sections totaling 56.5 miles that are less than 30 feet. Two key issues in identifying streets where no parking signs should be installed include safety (obstructions to line of sight at intersection, school bus routes) and emergency use (i.e. snow routes & fire hydrant locations). No parking designation is evaluated in combination with one-way designation and traffic calming treatments and can be full time or limited to a set time range (i.e. 7:00am – 6:00pm). Consideration is also given to type of housing (single-family, duplex apartments etc.) and availability of off-street parking,

Public Works staff have prioritized a list of 10 streets where the installation of no parking signs would improve safety for vehicular travel.

STAFF COMMENTS AND SUGGESTIONS

Public Works recommends restricting parking in the following locations:

City-wide – All Snow Routes

- Waters Road from Highway 291 to Jefferson Parkway - Signs are present on both sides from Mo-291 to S Taylor Road
- Jefferson Parkway from Waters Road to Locust Street - Signs are present only on east side, from Locust to entrance to Golden Years
- Locust Street from North Commercial to North Independence - No signs are present
- Ash Street from North Independence to North King
- North King from Ash Street to East Mechanic
- Elm Street from East Mechanic to east City limits - Signs are present on both sides
- Bird Street from East Mechanic to East South Street - Signs are present on each side for the first 300 feet from South Street
- North Independence Street from Locust Street to West Mechanic Street - Signs are present on the west side to Shady Ln and on east side from Chestnut St to Shady. No signs are present on the east side from Vine to Locust.
- South Independence Street from West Mechanic Street to West South Street - No signs are present
- North Commercial Street from Highway 291 to West Wall Street - No signs are present
- South Commercial Street from West Mechanic to Lindbergh - No signs are present
- Orchard Road from South Independence Street to south City limits - No signs are present

Ward 1

2. Restricting parking on the north side of Maverick Trail.
Restricting parking on the south side of Thunderbird Drive.
3. Restricting parking on the east side of both Silver Maple and Younger Drives.

Ward 2

7. Restricting parking on both sides of King Avenue from Ash Street to Mechanic Street (included in snow routes list)
8. Restricting parking on the west side of King Terrace.

Ward 3

5. Installing ‘No Parking from here to corner’ signs on Logan Street until the intersection of Logan and Oakland Street.
6. Restricting parking on both sides of West Street.
9. Restricting parking on the south side of Bowman Street.
10. Restricting parking on the east side of S Main Street.

Ward 4

4. Restricting parking on the west side of Stacy Road

STAFF RECOMMENDATION

Authorize restriction of parking on streets as defined above

ATTACHMENTS

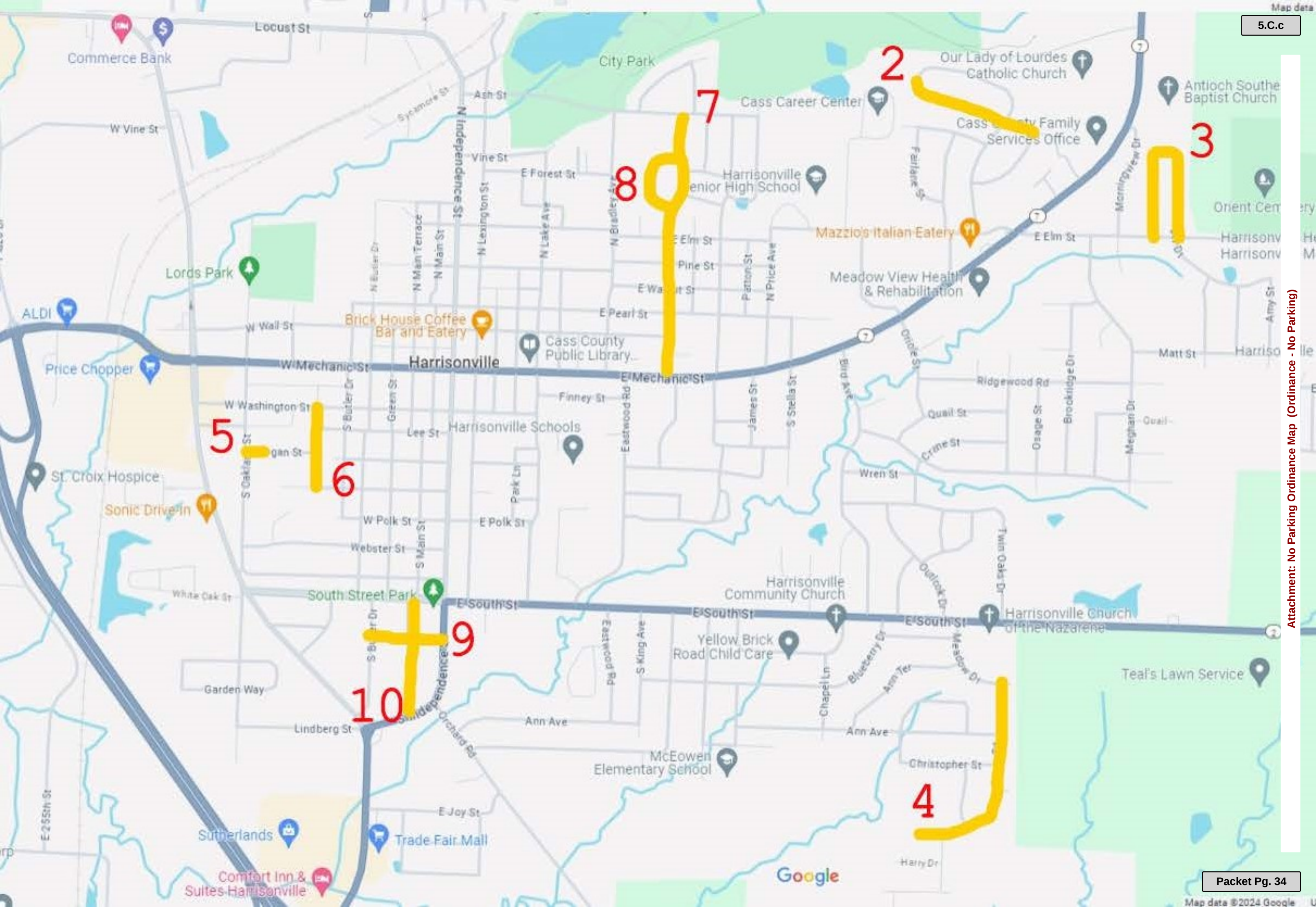
Map of recommended locations for restricting parking

STAFF CONTACT:

Patty Hilderbrand

Director of Public Works

philderbrand@harrisonville.com



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: June 11, 2024
SUBJECT: May 2024 Municipal Court Report

Type of Item: *Discussion*

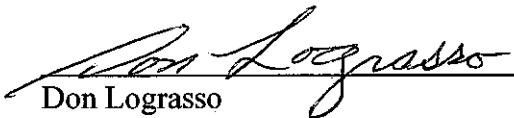
- A. Discussion Item (ID # 4863)**
May 2024 Municipal Court Report

Attachments:

Municipal Court Report May 2024 (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **May 2024** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge

6-5-24
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

6-10-2024
Date

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary

RECEIVED

JUN 11 2024

CITY OF HARRISONVILLE

Attachment: Municipal Court Report May 2024 (May 2024 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: May 1, 2024 - May 31, 2024	
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	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		41	669	549	
B. Cases (citations/informations) filed		1	41	20	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	1	8	
3. court/bench trial - NOT GUILTY		0	2	0	
4. plea of GUILTY in court		1	26	8	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	7	0	
6. dismissed by court		0	0	2	
7. <i>nolle prosequi</i>		0	1	4	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		1	37	22	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		41	673	547	
E. Trial de Novo and/or appeal applications filed		0	0	4	
III. WARRANT INFORMATION (pre- & post-disposition)					
IV. PARKING TICKETS					
1. # Issued during reporting period	62	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	94	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,099				

Attachment: Municipal Court Report May 2024 (May 2024 Municipal Court Report)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: May 1, 2024 - May 31, 2024
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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	\$3,612.00	Clerk TDN Muni	\$120.00
Clerk Fee - Excess Revenue	\$354.55	Court Automation	\$330.91
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.93	Law Enf Arrest-Local	\$232.70
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$683.61
Total Excess Revenue	\$3,977.48	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,661.17
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$0.00
		Total Disbursements	\$8,661.17
Fines - Other	\$2,964.97		
Clerk Fee - Other	\$212.73		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$47.27		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$337.06		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$6.55		
Law Enforcement Training (LET) Fund surcharge	\$92.00		
Domestic Violence Shelter surcharge	\$94.00		
Inmate Prisoner Detainee Security Fund surcharge	\$93.50		
Restitution	\$152.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$4,000.08		

Attachment: Municipal Court Report May 2024 (May 2024 Municipal Court Report)