



**AGENDA  
CITY OF HARRISONVILLE  
COMMUNITY DEVELOPMENT COMMITTEE  
REGULAR MEETING  
CITY HALL  
MARCH 20, 2018  
6:00 PM**

**I. Attendance**

- 1. Present**

**II. Approval of Minutes**

- 1. Community Development Committee - Regular Meeting - Jan 16, 2018 6:00 PM**

**III. Agenda**

- 1. P&Z Amend Change**
- 2. Amend HPC Allow Alternates**
- 3. Glen Eagle Fee**

**IV. Discussion**

**V. Adjourn**

**Posted on City Hall Bulletin Board this 14th day of March, 2018.**

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**Randall K. Jones, City Clerk**



**MINUTES  
CITY OF HARRISONVILLE  
COMMUNITY DEVELOPMENT COMMITTEE  
REGULAR MEETING  
CITY HALL  
JANUARY 16, 2018  
6:00 PM**

**I. Attendance**

Attendee Name	Organization	Title	Status	Arrived
David Dickerson	Harrisonville	Member	Present	
Matt Turner	Harrisonville	Member	Present	
Brian Hasek	Harrisonville	Chair	Present	
Clint Long	Harrisonville	Member	Excused	
Brad Bockelman	Harrisonville	Member	Absent	
Jessica Levsen	Harrisonville	Member	Absent	

*Also present were Happy Welch, City Administrator; and Jamie Martin, Utility/Community Development Clerk recording.*

**II. Approval of Minutes**

**1. Community Development Committee - Regular Meeting - Nov 21, 2017 6:00 PM**

*With no corrections or additions, the minutes were unanimously accepted.*

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	David Dickerson, Member
<b>SECONDER:</b>	Matt Turner, Member
<b>AYES:</b>	David Dickerson, Matt Turner, Brian Hasek
<b>ABSENT:</b>	Brad Bockelman, Jessica Levsen

**III. Agenda**

**1. Temp Pole Ground**

*Happy Welch stated that NEC and IRC guidelines currently require two ground rods, 8 feet in the ground, and 6 feet apart for electric service installation. There is not a distinction between permanent or temporary service.*

*The electric department is requesting an amendment to the NEC to allow the single ground rod, 8 feet in the ground that meets Harrisonville Electric Departments requirements for temporary electric installation.*

*David Dickerson made a motion to move this to the Board of Alderman. Matt Turner seconded the motion.*

<b>RESULT:</b>	<b>RECOMMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	David Dickerson, Member
<b>SECONDER:</b>	Matt Turner, Member
<b>AYES:</b>	David Dickerson, Matt Turner, Brian Hasek
<b>ABSENT:</b>	Brad Bockelman, Jessica Levsen

#### IV. Discussion

The committee briefly discussed the need for Board of Zoning Adjustments members. Mayor Hasek stated that he has a couple people in mind for the board.

#### V. Adjourn

With no further business to come before the committee, David Dickerson moved to adjourn. Matt Turner seconded. The meeting was adjourned at 6:09 PM.

\_\_\_\_\_  
 Brian Hasek, Mayor & Ex-Officio  
 Chairman of the Board of Aldermen

ATTEST:

\_\_\_\_\_  
 Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jan 16, 2018 6:00 PM (Approval of Minutes)



**TO:** Community Development Committee  
**FROM:** Happy Welch, City Administrator  
**DATE:** February 27, 2018  
**SUBJECT:** P&Z Amend Change

**Type of Item:** *Approval*

We changed the requirement for Board of Zoning Adjustment so we advertise and send out the letters of notification, now we need to change it for amendments, revisions, etc. to the zoning code and Special Use Permits.

The current fees for submitting to rezone a piece of property or apply for a special use permit is \$50.00. I would recommend we, again, increase it to \$100.00 to cover the cost of the ad in a paper of public record and for the notices to be sent to adjoining properties within 185 feet as required by Chapter 89 RSMo. This will relieve the applicant of the burden to create, submit, and prove the ad was run and certified letters to show the property owners were contacted. The fees would be across the board for all applicants. We would advertise the P&Z Meeting and a public hearing for the Board of Aldermen.

This will be a fee deposit due to the Hancock Amendment.

**1. Action Item (ID # 2804)**

P&Z Amend Change

Attachments:

Zoning Amend Notification Change (PDF)

**Section 405.630 Rules of Procedures Governing Amendments and Special Use Permits.**

Applications for amendment, revision or change of the Zoning District Map or for a special use permit may be made by any person or his/her agent who owns the land sought to be rezoned or specially used. If such application is made by the owner's agent, the agent shall enter upon the application the name and current mailing address of the owner. Application for amendment, revisions or change of any portion of the Zoning Ordinance may be made by any interested persons. All applications shall be made on forms prescribed by the Planning and Zoning Commission and duly filed with the City Administrator.

**B.**

*Fees — Sketch Of Land In Question.* A fee of ~~fifty dollars (\$50.00)~~ One hundred dollars (\$100.00) shall accompany each application for amendment, revision or change or for a special use permit, ~~except that the fee shall be twenty five dollars (\$25.00) for each application for a special use permit for group care centers including pre-schools and private kindergartens.~~ An accurate sketch of the land in question, drawn to scale on a sheet eight and one-half (8½) inches by eleven (11) inches, showing adjacent tracts within one hundred eighty-five (185) feet and the current ownership thereof shall accompany the application. The City Administrator may waive or vary from these sketch requirements in cases where such information would be of no value in making the decision relative to zoning change or conditional use permit.



## STAFF REPORT

**TO:** Community Development Committee  
**FROM:** Happy Welch, City Administrator  
**DATE:** March 13, 2018  
**SUBJECT:** Amend HPC Allow Alternates

**Type of Item:** *Approval*

The committee should consider amending the Historic Preservation Commission member make up and consider allowing alternates to serve on the commission. There have been several meetings postponed due to lack of a quorum. The code currently does not allow (405.350) for alternates.

**2. Action Item (ID # 2811)**

Amend HPC Allow Alternates



**TO:** Community Development Committee  
**FROM:** Jamie Martin, Assistant  
**DATE:** March 14, 2018  
**SUBJECT:** Glen Eagle Fee

**Type of Item:** *Approval*

**3. Action Item (ID # 2822)**

Glen Eagle Fee

Attachments:

Glen Eagle Fee (PDF)

FILE NUMBER 376771  
OR BK 02925 PG 0219  
RECORDED 01/03/2007 12:15:41 PM  
RECORDING FEE 45.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI

N A



(Space above reserved for Recorder of Deeds certification)

**Title of Document:** Agreement for Payment of Fees  
**Date of Document:** November 28, 2006  
**Grantor:** *Shadow Ridge Development, LLC*  
**Grantee:** City of Harrisonville, Missouri, a municipal corporation organized under the laws of the State of Missouri  
**Grantee's Statutory Mailing Address:**  
300 East Pearl Street  
Harrisonville, Missouri 64701  
**Legal Description:** See Exhibit A attached hereto.

Attachment: Glen Eagle Fee (Glen Eagle Fee)

KC01DOCS\811971.3

## AGREEMENT FOR PAYMENT OF FEES

THIS AGREEMENT FOR PAYMENT OF FEES ("Agreement") is made this 28<sup>th</sup> day of November 2006 ("Effective Date"), by and between Shadow Ridge Development ("Property Owner") and the City of Harrisonville, Missouri, a Missouri municipal corporation and fourth class city located in Cass County ("City").

WHEREAS, Property Owner owns certain property (the "Property") generally located at 267<sup>th</sup> Street East of Orchard Road, Harrisonville, Missouri, commonly known as the Glen Eagle Subdivision, more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Property Owner has requested that City allow Property Owner to pay certain fees in connection with each building permit issued on a per lot basis for the Property; and

NOW THEREFORE, in consideration of the promises and covenants herein set forth, it is hereby agreed by and between the parties as follows:

1. Fees. Property Owner shall pay a fee ("Fee") to the City in the amount of \$569.38 in connection with each application for a building permit for each of the first thirty-three (33) lots in connection with construction within the first and/or second phase of the Property. The Fee shall constitute the Administrative Fee and Streetlight Reimbursement Fee required pursuant to The Municipal Code of the City of Harrisonville, Missouri (the "Code") and shall be in addition to any customary building permit application fee to be paid. Notwithstanding the foregoing, Property Owner shall immediately pay all remaining fees due for lots located on the Property upon the earlier to occur of (i) transfer of ownership of the Property by Property Owner, or (ii) commencement of any construction within phase III of the Eagle Glen Subdivision. Property Owner acknowledges that any Fee which is due and payable and remains unpaid shall constitute a lien against the Property and City may file additional documentation evidencing such lien as necessary.
2. Landscaping. On or before May 31, 2007, Property Owner shall cause the portion of the Property located along 267<sup>th</sup> Street to be landscaped, in accordance the landscaping plan and covenants to be approved by the City, which shall be in compliance with the City Code.
3. Orchard Road Culvert Improvements. Property Owner will pay to the City Forty Thousand and No/100 Dollars (\$40,000.00) ("ORCI Fee") prior to filing any applications for building permits or commencing any construction within phase II of the Glen Eagle Subdivision for the Orchard Road Culvert Improvements ("OCRI Fee Deadline"). Property Owner acknowledges that the OCRI Fee, from and after the OCRI Fee Deadline, shall constitute a lien against the Property and City may file additional documentation evidencing such lien as necessary.

4. Notices. All notices required by this Agreement shall be in writing and shall be served either by posting a sign on the property or personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Any notice to the City shall be addressed to the City at:

City of Harrisonville  
300 East Pearl Street  
Harrisonville, Missouri 64701  
Attention: City Administrator

with a copy to:

Steve Mauer  
Bryan Cave LLP  
One Kansas City Place  
1200 Main Street, Suite 3500  
Kansas City, Missouri 64105

Any notice to Property Owner shall be addressed to Property Owner at:

3629 W 133rd St.  
Leawood, KS 66209

Each party shall have the right to specify that notice be addressed to any other address, by giving to the other party ten (10) days written notice thereof.

5. Headings. The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

6. Incorporation into Agreement and Recitals. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

7. Time of the Essence. Time and exact performance is of the essence under this Agreement.

8. Entire Agreement. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by all parties hereto, or their successors or assigns.

9. Binding Effect. Property Owner hereby declares that all of the Property shall be held, sold, used and conveyed subject to this Agreement and further declares this Agreement shall run with the title to the Property and shall be binding and inure to the benefit of the parties hereto and their successors and any future or subsequent purchasers.

10. Severability. Any provision of this Agreement which is not enforceable according to law will be severed here from and the remaining provisions shall be enforced to the fullest extent permitted by law.

11. Authority. All signatories hereto represent that they have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by all parties and approved by ordinance duly enacted by the Board of Aldermen of the City of Harrisonville, Missouri.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute one and the same instrument.

13. Governing Law. This Agreement shall be deemed to have been fully executed and delivered in and governed by the laws of the State of Missouri for all purposes and intents.

14. Attorney's Fees. If City must bring an action to enforce the provisions of this Agreement, Property Owner will be responsible for any and all fees incurred by the City in connection with such action.

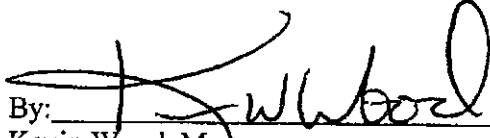
15. Recording of Document. The parties shall cause the Agreement, together with all exhibits attached hereto, to be filed with the Cass County, Missouri Recorder's Office.

*[Remainder of Page Intentionally Left Blank]*

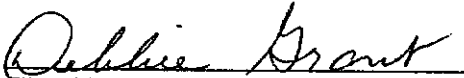
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CITY:

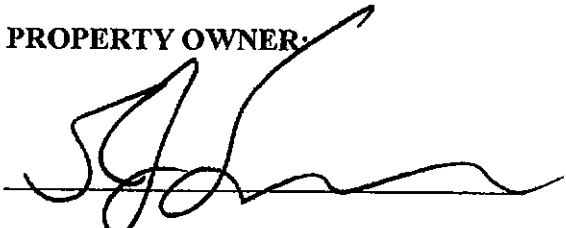
THE CITY OF HARRISONVILLE, MISSOURI

By:   
Kevin Wood, Mayor

Attest:

  
City Clerk  
Debbie Grant

PROPERTY OWNER:

  
By: SHADOW RIDGE DEVELOPMENT, LLC  
Name: STEPHEN J. SHUMATE  
Title: MEMBER

Attachment: Glen Eagle Fee (Glen Eagle Fee)

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CASS )

On this \_\_\_\_ day of November, 2006, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared Dianna Wright, City Administrator of the City of Harrisonville, Missouri, known to me to be the person who executed the within instrument on behalf of the City of Harrisonville, Missouri, a municipal corporation, and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Harrisonville, Missouri, the day and year last above written.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for  
said County and State

My Commission Expires:

\_\_\_\_\_

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this 11 day of DECEMBER November, 2006, before me, LYNN WEST, a Notary Public in and for said state, personally appeared Stephen J. Shumate, the Member of Shadow Ridge Development, a Limited Liability Company, to me known to be the person who executed the within instrument, and acknowledged that he executed said instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in LEAWOOD, KANSAS, the day and year last above written.



Lynn West  
\_\_\_\_\_  
Notary Public in and for  
said County and State

My Commission Expires:

8-12-07

Attachment: Glen Eagle Fee (Glen Eagle Fee)

CONSENT OF LENDER

Hillcrest Bank, as Lender pursuant to that certain Deed of Trust ("Deed of Trust"), dated as of \_\_\_\_\_, made by \_\_\_\_\_, recorded \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, hereby agrees that (regard less of any priority otherwise available to Lender) any security interest that Lender may now hold or may at any time hereafter acquire in any or all of the real property, as described in such Deed of Trust, shall be and shall remain fully subordinate to the interest granted pursuant to the Agreement for Payment of Fees in favor of the City of Harrisonville, Missouri.

LENDER

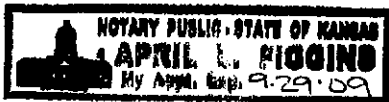
By: [Signature]
Name: Jeff V. Friesen
Its: Senior Vice President

KANSAS
STATE OF MISSOURI )
)SS.
COUNTY OF JOHNSON )

On this 7th day of DECEMBER, 2006 before me, appeared JEFF V. FRIESEN, to me personally known, who being by me duly sworn, did say that he/she is the SR VICE PRES of HILLCREST BANK a \_\_\_\_\_, that said instrument was signed on behalf of Bank by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Dlathe, KANSAS, the day and year last above written.

[Signature]
APRIL L FIGGINS
Notary Public in and for said County and State



My Commission Expires:

9.29.09

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

Attachment: Glen Eagle Fee (Glen Eagle Fee)

## EXHIBIT A

(Legal description)

Part of a tract of land described in Book 1412, Page 50, in the office of the Recorder of Deeds in Cass County, Missouri, being part of the West half of the Southeast Quarter, part of the East half of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 44, Range 31, Cass County, Missouri, described as follows: From the Southeast corner of the Southeast Quarter of Section 3, aforesaid, run thence North 88°11'42" West along the South line thereof, 1325.04 feet to the true point of beginning of the tract to be described; thence North 88°27'47" West along the South line of the West half of the Southeast Quarter of said Section 3, 627.72 feet; thence North 1°38'35" East, parallel with the West line of the West half of the Southeast Quarter of said Section 3, 312.25 feet; thence North 88°27'47" West, parallel with the South line of the West half of said Southeast Quarter, 697.52 feet to a point on the West line of said West half; thence North 1°38'35" East along said West line 496.75 feet; thence North 88°31'09" West, parallel with the South line of the East half of the Southwest Quarter of said Section 3, 573.20 feet; thence North 0°26'06" West, 26.21 feet; thence South 83°41'41" West, 754.56 feet to a point on the West line of the East half of the Southwest Quarter of said Section 3; thence North 1°40'39" East along said West line, 95.38 feet; thence North 88°27'03" West, 1321.01 feet to a point on the West line of the Southwest Quarter of the Southwest Quarter of said Section 3; thence North 1°44'23" East, 497.97 feet to the Northwest corner of said Quarter Quarter Section; thence South 88°24'36" East along the North line of the Southwest Quarter of the Southwest Quarter of said Section 3, 1320.46 feet to the Northeast corner of said Quarter Quarter Section; thence North 1°40'39" East along the West line of the East half of the Southwest Quarter of said Section 3, 1323.99 feet to the Northwest corner of the East half of the Southwest Quarter of said Section 3; thence South 88°21'39" East along the North line of the East half of said Southwest Quarter, 1320.31 feet to the Northeast corner of said East half; thence South 87°57'20" East along the North line of the West half of the Southeast Quarter of said Section 3, 1323.15 feet to the Northeast corner of the West half of said Southeast Quarter; thence South 1°35'48" West along the East line of said West half, 2634.00 feet to the true point of beginning. Contains 146.51 acres, more or less, subject to the right-of-way of 267<sup>th</sup> street and any existing easements.

Attachment: Glen Eagle Fee (Glen Eagle Fee)



**Staff Report**

It was brought to our attention that a lien has been recorded for the Glen Eagle Subdivision to offset costs for Orchard Road Culvert Improvements due to the increased traffic that will use Orchard to get to 267th St. entrance of Glen Eagle. The fee is to be paid when Phase II of the development starts. That development stopped when the recession hit in 2008 and has been for sale since. A potential buyer requested information about a \$40,000 lien against the property that current staff was unaware of. The buyer presented the attached lien information. We believe this to be for improvements to the Muddy Creek culvert on Orchard (one lane crossing) that is between the city limits and 267th. Does the committee believe we need to keep the lien against the property or withdraw until the property sells and a new development is brought to the city?