



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
NOVEMBER 3, 2014
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Proclamation Designating Harrisonville as a Purple Heart City**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Oct 20, 2014 7:00 PM**
- 6. Agenda Items**

- A. Council Bill 081: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS**
- B. Council Bill 082: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS**
- C. Council Bill 083: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI EXPRESSING SUPPORT FOR THE FIVE (5) YEAR EXTENSION OF THE 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT**
- D. Council Bill 084: A RESOLUTION BY THE HARRISONVILLE BOARD OF ALDERMEN SHOWING SUPPORT FOR THE CONTINUED ADDING OF FLUORIDE TO CITY WATER**
- E. Council Bill 085: A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND MORE.NET TO PROVIDE SPACE ON THE CITY WATER TOWER FOR WIRELESS BROADBAND SERVICE**
- F. PUBLIC HEARING FOR RZ1406 REZONING APPLICATION OF DR. REBECCA MORRISON FOR PET VET ANIMAL HOSPITAL, LOCATED AT 2404 E. ROCK HAVEN ROAD, FROM A TO C-2**
- G. Council Bill 086: AN ORDINANCE TO APPROVE REZONING OF PROPERTY GENERALLY LOCATED AT 2404 E. ROCKHAVEN ROAD FROM “A” AGRICULTURE DISTRICT TO “C-2” SERVICE BUSINESS DISTRICT.**
- H. Council Bill 087: AN ORDINANCE TO ACCEPT THE FINAL PLAT OF PET PARADISE, A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**
- I. PUBLIC HEARING FOR SUP1405, SPECIAL USE PERMIT FOR SPORTING SUPPLY**
- J. Council Bill 088: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF ESTABLISHING AN INDOOR SHOOTING RANGE LOCATED AT 1700 W. MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.**
- K. PUBLIC HEARING FOR SUP1408 SPECIAL USE PERMIT OF RUSSELL & LYNNE CALVIN FOR RUSTY'S UPHOLSTERY, LOCATED AT 1007 W. WASHINGTON**

- L. Council Bill 089: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF ESTABLISHING AN UPHOLSTERY BUSINESS LOCATED AT 1007 W. WASHINGTON IN HARRISONVILLE, CASS COUNTY, MISSOURI.**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
- 9. Report from the Mayor**
- 10. Questions from the Media**
- 11. Adjourn to Executive Session**
- 12. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 30th October day of 2014

Kim Hubbard, City Clerk

The Board of Aldermen meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed (4) minutes. The Board of Aldermen request that concerns be initially addressed at the appropriate action level before coming to the Board of Alderman



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: October 28, 2014
SUBJECT: Purple Heart City Proclamation

Type of Item: *Proclamation*

A. Action Item (ID # 1625)

A Proclamation Designating Harrisonville as a Purple Heart City

Attachments:

Purple Heart City (PDF)



PROCLAMATION

PURPLE HEART CITY

WHEREAS, the Harrisonville Board of Aldermen and our surrounding community have a great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities, and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, citizens of our country have received the Purple Heart medal as a result of being wounded while engaged in combat with an enemy force, which is a singularly meritorious act of essential service; and

WHEREAS, the City of Harrisonville seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and

NOW, THEREFORE, I, Kevin Wood, Mayor of the City of Harrisonville, do hereby proclaim the City of Harrisonville as a Purple Heart City, and call upon all citizens to recognize and support the City of Harrisonville becoming a Purple Heart City.

Kevin W. Wood, Mayor

Attachment: Purple Heart City (1625 : Purple Heart City Proclamation)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 20, 2014
7:00 PM

1. Call to Order & Pledge of Allegiance

Mayor Wood called the meeting to order at 7:00 P.M.

2. Roll Call

Attendee Name	Title	Status	Arrived
Bret Brown	Board Member	Present	
Bret Reece	Board Member	Present	
David Dickerson	Board Member	Present	
Doug Meyer	Board Member	Present	
Ivan Stull	Board Member	Present	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Kevin Wood	Mayor	Present	

Others present: City Administrator Keith Moody, Finance Director Mike Tholen, City Attorney Steve Mauer, Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Director Chris Deal, Street Superintendent Rodney Jacobs, Public Works Director Jerry Gibbs, Electric Department Director Keith Thomas, and Assistant Public Works Director Eric Patterson.

3. Ceremonial Matters

A. A Proclamation Designating Oct. 19-25, 2014 as Harrisonville Business Women Week

Mayor Wood read the proclamation recognizing Harrisonville Business Women's Week. Mayor Wood presented the proclamation to Teresa Hensley, Cindy Jobes, Ruth Christian, Shirley Howell, Helen Friedrich and Janet Burlingame who participate in the Harrisonville Professional Business Women's Association.

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Approval of Minutes)

B. A Service Award to Honor Eric Patterson for Ten Years of Loyal Service

Mayor Wood asked Jerry Gibbs and Rick DeLuca to join him at the podium to recognize Eric Patterson's ten (10) years of service with the City of Harrisonville.

4. Public Participation**A. Public Participation**

Brian Hasek, 1300 E. Pine inquired about the proposed water rate increases, the past increases and the enhancements that have been done that were supported by those increases besides the Pearl Street upgrades. It was noted a \$100,000 has been earmarked for the last nine (9) years for a new water tower. It was noted that the past increases have covered personnel costs, the maintaining and updating of infrastructure and radio read meters have been installed. Mr. Moody stated the \$3.162 million debt service was included when calculating the proposed water rate increases for 2015 and 2016. Mr. Moody added an agreement with the City of Lee's Summit has not been signed and when it happens, the water rate increase will not need to be as large. There was also discussion regarding the impact that was felt when the City no longer served the water districts.

The question was asked if the bond question does not pass, will the work at the water plant still be done? Mr. Moody reported there are reserves to replace the filters but the other work will not be able to happen right away. Mr. Moody also explained that piecemealing the water plant improvements would not be cost effective.

5. Approval of Minutes**A. Board of Aldermen - Regular Meeting - Oct 6, 2014 7:00 PM**

Minutes were approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Stacey Dahlman, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

6. Agenda Items**A. Halloween Night Hay Ride**

Chief Hofer reviewed the request and explained the applicant would like to pull a trailer in the area of Pearl Street and Chestnut Streets allowing the children to get off at one spot and pick them up around the block. Chief Hofer reported that staff did not support the request and pointed out the strict rules the City has in place regarding the use of trailers in a parade.

A motion was made to deny the request and the request was denied.

RESULT: DEFEATED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Morris Coburn, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

- B. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with Paylocity to provide payroll services for the City of Harrisonville in an amount not to exceed \$25,986 per year.**

City Attorney Mauer read Council Bill 074 by title only.

City Clerk Hubbard reviewed the contract to outsource payroll services and reported this item had been before the Finance/Personnel Committee with their recommendation for approval.

Council Bill 074 became Resolution 053.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bret Reece, Board Member
SECONDER: Morris Coburn, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

- C. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with United Rentals to purchase a replacement walk-behind concrete saw in an amount not to exceed \$19,216**

City Attorney Mauer read Council Bill 075 by title only. Mr. Jacobs reviewed the request for the purchase of the walk behind street saw and reported this has been to the Public Works Committee and that the committee gave it a positive recommendation.

Council Bill 075 became Resolution 054.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Morris Coburn, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

- D. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with WESCO for the purchase of armored cable and fiber for the fiber loop around the City of Harrisonville in an amount not to exceed \$51,900**

City Attorney Mauer read Council Bill 076 by title only. Mr. Thomas reviewed the request, reported that specifications had been sent out to three (3) vendors, that he would be bringing forward a construction contract, and purchase of hardware. It was also noted that this has been discussed with the Public Works Committee.

Council Bill 076 became Resolution 055.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stacey Dahlman, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

E. Public Hearing for an Ordinance to Amend Chapter 405, Section 405.280 of the Zoning Ordinance Regarding Outdoor Dining

Mayor Wood opened the Public Hearing at 7:47 P.M. No one came forward to speak. Public Hearing was closed at 7:47 P.M.

F. AN ORDINANCE TO AMEND CHAPTER 405, SECTION 405.280 OF THE ZONING REGULATIONS REGARDING PERMITTED USES OF THE CITY OF HARRISONVILLE, MISSOURI.

City Attorney Mauer read Council Bill 077 by title only. Mr. DeLuca reported this was initiated by Historical Preservation Committee (HPC) Intern Kalilea Bogner which would allow licensed food or beverage service establishments to utilize sidewalks immediately adjacent to their establishments. There was discussion regarding draft policies and the interpretation of some of the sections. Mr. DeLuca explained the policies can be passed at a later time by resolution and also noted this has been before the HPC and the P & Z with positive recommendations for approval. It was the consensus to vote on the ordinance only and pass the policies by resolution at a later time.

Alderman Dahlman made the motion to suspend the rules and move Council Bill 077 to its second reading. Alderman Milner seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Stull, Coburn, Reece, Dickerson, Dahlman, Meyer, Milner, and Brown.

Nays: None

Absent: None

Abstain: None

City Attorney Mauer read Council Bill 077 by title only a second time.

Council Bill 077 became Ordinance 3284.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

G. AN ORDINANCE OF THE CITY OF HARRISONVILLE AMENDING ARTICLE VI (OFFENCES CONCERNING WEAPONS AND FIREARMS) SECTION 215.285 (DISCHARGING AIR GUN, ETC.) REGARDING THE DISCHARGING OF BOWS, CROSSBOWS, AND FIREARMS WITHIN THE CITY LIMITS OF HARRISONVILLE, MISSOURI.

City Attorney Mauer read Council Bill 078 by title only. Mr. DeLuca reviewed the proposed amendment and explained this amendment would allow for the Sporting Supply, VFW ceremonies, school archery classes/events, events at festivals, starting pistols at track meets and similar uses. Mr. DeLuca stated this has been to the Public Safety Committee with a positive recommendation with changes for approval. It was also noted this would allow for the Sheriff's Department to use their shooting range at the Justice Center.

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Approval of Minutes)

Alderman Brown made the motion to suspend the rules and move Council Bill 078 to it's second reading. Alderman Reece seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dickerson, Dahlman, Stull, Brown, Meyer, Reece, Milner and Coburn.

Nays: None

Absent: None

Abstain: None

City Attorney Mauer read Council Bill 078 for a second time by title only.

Council Bill 078 became 3285

RESULT:	ADOPTED [7 TO 1]
AYES:	Brown, Reece, Meyer, Stull, Milner, Coburn, Dahlman
NAYS:	David Dickerson

H. AN ORDINANCE AMENDING SECTION 700.040 BY CREATING SECTION A FOR A LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING

City Attorney Mauer read Council Bill 079 by title only and read with the amendments which then read An Ordinance Creating Section 700.225 Adopting A Lead Ban in Public and Private Drinking Water Plumbing. Mr. Patterson reported this was a housekeeping issue, this is part of the plumbing code and is a federal law.

Alderman Reece made the motion to amend Council Bill 079 as read by City Attorney Mauer. Alderman Dickerson seconded the motion and it was approved unanimously by a voice vote.

Alderman Milner made the motion to suspend the rules and move Council Bill 079 to it's second reading as amended. Alderman Reece seconded the motion and it was approved by the following roll call vote:

Ayes: Alderman Dahlman, Stull, Meyer, Coburn, Milner, Dickerson, Reece and Brown.

Nays: None

Absent: None

Abstain: None

City Attorney Mauer read Council Bill 079 by title only for a second time.

Council Bill 079 became Ordinance 3286.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

I. An Ordinance to authorize the City Administrator to sign a letter of intent to assign the Kansas City water purchase agreement to the City of Lee's Summit, MO

City Attorney Mauer read Council Bill 080 by title only. City Attorney Mauer read Council Bill 080 with amendments to the title which read An Ordinance to Authorize the City Administrator to Execute an Agreement to Assign the Kansas City Water Purchase Agreement to the City of Lee's Summit, MO. Mr. Gibbs reviewed the assignment agreement and reported this won't be valid until the City of Kansas City & City of Lee's

Summit sign and if there are amendments the agreement would need to come back before the Board.

Alderman Meyer made the motion to approve the amendments to Council Bill 080. Alderman Coburn seconded the motion and it was approved unanimously by a voice vote.

Alderman Meyer made the motion to suspend the rules and move Council Bill 080 to it's second reading as amended. Alderman Stull seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Brown, Reece, Stull, Meyer, Milner, Dickerson, Coburn, and Dahlman

Nays: None

Absent: None

Abstain: None

City Attorney Mauer read Council Bill 080 by title only for a second time.

Council Bill 080 became 3287.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

7. Aldermen and Committee Reports

Alderman Milner encouraged everyone to donate to Bright Futures gently used shoes and boots for Harrisonville students and noted there was a drop off at the community center.

Alderman Stull "Go Royals"

8. Report from the City Administrator

No report.

9. Report from the Mayor

No report.

10. Questions from the Media

Media was not present.

11. Adjourn to Executive Session

Alderman Meyer moved to adjourn to executive session for the purpose of section 610.021 (3), Personnel Actions. Alderman Milner seconded the motion, and it was approved by the following roll call vote:

Ayes: Aldermen Meyer, Dahlman, Coburn, Milner, Dickerson, Reece, Stull, and Brown

Nays: None

Absent: None.

Abstain: None

Adjourned to executive session at 8:15 p.m.

Reconvened to regular session at 8:42 p.m.

12. Adjourn From Regular Session

Alderman Coburn moved to adjourn the meeting. Alderman Milner seconded the motion and it was approved by a voice vote. The meeting adjourned at 8:42.

Kevin Wood, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: October 28, 2014
SUBJECT: Extension of Transport Agreement with Cass Regional Medical Center

Type of Item: *Agreement*

Background: The agreement executed in 2011 initially expired in February of 2014. Two prior extensions of that agreement have been approved by the Board to keep the terms of the current agreement in place while terms of a new agreement were being worked out. The last extension covered through the end of October 2014. This extension will cover through the end of November 2014.

Recommendation: Staff recommends approval, as this extension will provide CRMC and the City EMS Department time to put in place procedures required under the new agreement prior to that agreement taking effect on December 1, 2014.

Council Bill No. 081

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF
HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL
MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS**

WHEREAS, the City of Harrisonville Board of Aldermen are concerned for the health, safety and general welfare of its citizens; and

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 extend the current Agreement with Cass Regional Medical Center (CRMC) for the transport of their patients through November 30, 2014. All terms of the current agreement shall be followed during the extension period.

Section 2: The extension will cover the period leading up to the December 1, 2014 effective date of new agreement with the Board's approval.

Section 3: That this resolution shall become effective immediately and retroactive upon its passage and approval.

READ by title only and **DULY PASSED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 3rd day of November 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of November 2014.



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: October 28, 2014
SUBJECT: Agreement with Cass Regional Medical Center

Type of Item: *Agreement*

Background: In 2011 the City and CRMC entered into an agreement that assured CRMC that the City would provide ambulatory transfer services to their patients. Previously there were no assurances or performance standards in place. As the term of the initial agreement drew to close negotiations concerning the terms of service of a new agreement began.

Review: Establishing the fair market value of the transfer service has been the focus of extending the contract. All hospitals are subject to federal laws which regulate appropriateness of fees since many of their customers receive federal medical assistance funds. To ensure the payment made to the City for patient transfers met fair market standards an independent third party (CBiz) was jointly employed by the City and CRMC to review the methods used in calculating the proposed fee charged to CRMC as well as the agreement language. CBiz has provided their opinion that the methodology and fee meet fair market conditions.

Budget Impact: The current service fee paid by CRMC to the City of \$150,000 per year has been in place for three and a half years. The \$164,600 fee reflected in the proposed agreement is 9.7% higher. The new agreement also includes an annual fee inflator; the lesser of 3% or the Medical Consumer Price Index. The proposed agreement is for three years.

Recommendation: Staff recommends approval of the agreement. The City Attorney and the CRMC Attorney have both reviewed and approved the agreement.

Council Bill No. 082

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE
EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR
THE TRANSPORT OF PATIENTS**

WHEREAS, the City of Harrisonville Board of Aldermen are concerned for the health, safety and general welfare of its citizens; and

**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 Cass Regional Medical Center for the transport of their patients.

Section 2: That this resolution shall become effective December 1, 2014 upon the approval and passage by the Board of Aldermen.

READ by title only and **DULY PASSED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 3rd day of November, 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of November, 2014.

Transport Agreement

Cass Regional Medical Center

And

Harrisonville Emergency Services

300 East Pearl, PO Box 367, Harrisonville, MO 64701

This Transport Agreement (“Agreement”) is entered into by and between Cass Regional Medical Center (“CRMC”) and Harrisonville Emergency Services (“HES”) effective as of the 1st day of December, 2014 (“Effective Date”).

This Agreement is entered into to establish a method to assist HES in an effort to provide ambulance transport services for patients of CRMC as further described in Section 2 and Section 10 below.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed by and between parties referred to above, as follows:

1. Term. Subject to Section 8 below, the term of this Agreement shall be for a period of thirty-six (36) months following the Effective Date. The first, second and third twelve (12)-month periods comprising the term shall each be referred to herein as an “Annual Period”.
2. Stipend. In order to subsidize HES for ambulance transports of CRMC patients who are not residents of the City of Harrisonville to facilities outside the city limits of Harrisonville (hereinafter referred to as “Transfers”), CRMC agrees to provide to HES a fixed annual stipend of One Hundred Sixty-Four Thousand Six Hundred and No/100 Dollars (\$164,600.00) for the first Annual Period during the term of this Agreement, which annual stipend shall be payable in equal monthly installments. The stipend for the second Annual Period shall be the stipend for the first Annual Period increased by the lesser of 3% or the Medical Consumer Price Index for the most recent 12-month period ended September. The stipend for the third Annual Period shall be the stipend for the second Annual Period increased by the lesser of 3% or the Medical Consumer Price Index for the most recent 12-month period ended September. Each monthly installment shall be delivered by CRMC to HES at the address given above on the 1st day of each month during the term; provided that, if the first month of the term begins on a day other than the first day of the month, or the last month of the term ends on a day other than the last day of the month, then the monthly installment for such month shall be pro rated based on the number of days during such month that fall within the term. If for any Annual Period (i) the Transfers for such Annual Period average more than 25% of the total ambulance transports provided by HES for that same Annual Period, and (ii) the Shortfall (as defined below) for such Annual Period exceeds Three Hundred Thousand and No/100 Dollars (\$300,000.00), then HES shall notify CRMC of the same and promptly deliver to CRMC such books, records, information and other adequate supporting documentation which is reasonably requested by CRMC to substantiate and verify the Shortfall. In such event, and subject to CRMC’s verification of such conditions, the parties may attempt to renegotiate the annual stipend provided for hereunder; provided, however, that any agreements reached in connection with renegotiating the annual stipend shall not become binding or effective as to either party until such agreements are set forth in a written amendment pursuant to Section 7 below. Neither party shall be liable to the other party for its failure to renegotiate or for the parties’ failure to

reach an agreement with respect to such renegotiation, and in such event, each party's sole remedy shall be to terminate this Agreement without cause as provided in Section 8 below. For purposes of this Section 2, the "Shortfall" means an amount equal to: (a) the incremental costs HES incurs associated with providing the Transfers; minus (b) HES' revenue/receipts attributable to providing the Transfers. The parties expressly agree that the determination of the incremental costs HES incurs associated with providing the Transfers shall be made consistent with the description of the same in that certain valuation analysis prepared for the parties by CBIZ Valuation Group, LLC, which is incorporated herein by this reference, and shall exclude any costs or expenses attributable to other transportation services provided by HES, capital losses or gains or any other losses or gains attributable to the sale, lease or transfer, or the appreciation, depreciation, write-down or write-off, of or with respect to any capital assets. As a material condition of this Agreement, HES agrees to use its best reasonable efforts to promptly bill for and collect its usual and customary rates/charges from patients and third party payors for all ambulance transport services provided to CRMC patients.

3. Transport Services. HES agrees to provide an ambulance for transport services to and from CRMC when an ambulance is available. CRMC acknowledges that HES has the duty to protect the citizens of the City of Harrisonville and the other response areas and as a result an ambulance may not always be available when needed by CRMC. The parties expressly acknowledge and agree that notwithstanding anything herein to the contrary, there is no obligation of HES to transport or refer patients to CRMC for emergency medical services or any other services, nor any intent to influence the judgment of HES or any other party as to where patients should receive emergency medical services or any other services. HES agrees that the decision to transport patients to any particular facility shall be made based upon the patients' request/wishes and upon time critical diagnosis guidelines and protocols covering ambulance services, taking into consideration the capabilities of the facilities.

4. Definitions. In an effort to provide the best service to its patients, CRMC agrees to the following definitions.

Emergency Transfer – This is based on the acuity level of the patient. The patient is being transferred to a higher level of care, i.e., another emergency department, Cath lab, STEMI Center, Stroke Center, Intensive Care Unit, and the like.

Urgent Transfer – This transfer is based on type of care or evaluation the patient is going to be receiving, i.e. another emergency department, labor and delivery, telemetry, and psych patients.

Non- Emergency Transfers – These transfers are scheduled with a 4 hour notice and based on the receiving facility and unit within those facilities. These patients are transferred to medical – surgical units, nursing homes, and to a local residence.

Out of Metro Area Transfer – These transfers will require a 6 hour notice. An additional crew will be required to complete this transfer. If this transfer is over 100 miles the transfer shall not take place after 1700 hours.

5. Arrangement of Transfers. CRMC agrees to provide and establish transport coordination, administration, and request authority from HES with a single primary position and one alternate position for all patient transfers from CRMC.

6. Responsibility of HES. HES is responsible for protecting the community of Harrisonville, Missouri and its response area. HES will provide an ambulance as soon as possible when one is available. HES will maintain at least one ambulance in service for its response area. HES will follow the Response Time Priority Chart below to provide service to CRMC. If an HES ambulance is not available within the community and will not become available within the community according to the Response Time Priority Chart, a request for mutual aid will be initiated by HES according to mutual aid policies in affect between HES and neighboring emergency medical service providers. Further, as soon as reasonably practicable, HES and CRMC agree to jointly create and follow an acceptable written mutual aid policy specific to patient transfers from CRMC and HES' ability to meet the response times set forth in the Response Time Priority Chart below, which policy shall be incorporated herein. Such policy shall, at a minimum, specify who is to be called, how incidents are to be handled, and how they may be promptly escalated within both HES and CRMC to meet the response time goals. HES agrees to track and keep a record of the response times for all patient transfers from CRMC and to report such data to CRMC in writing on a monthly basis.

Response Time Priority Chart

PRIORITY	TYPE	CLASS	TIME	RESPONSE TIME WILL BE MET
1	Life Threatening	Emergency	10 Minutes	95%
2	Non – Life Threatening	Urgent	30 Minutes	95%
3	Scheduled Patient Transfer	Non - Emergency	4 hours	95%

7. Amendment. The parties agree that this Agreement may only be amended or modified by a written amendment signed and acknowledged by both parties and attached to this Agreement.
8. Termination. The parties agree that this Agreement may be terminated by either party without cause upon at least one hundred twenty (120) days' prior written notice thereof. Additionally, this Agreement may be terminated immediately by either party in the event the other party breaches a material provision of this Agreement (other than with respect to HES' failure to meet the Response Time Priority Chart in Section 6 above) and fails to remedy or cure such breach within fifteen (15) days after its receipt of written notice thereof from the non-breaching party. Without limiting the foregoing, in the event HES fails to meet the Response Time Priority Chart on three (3) or more occasions during any thirty (30)-day period, then CRMC may either terminate this Agreement immediately upon written notice thereof to HES, or deduct the amount of \$150.00 per occurrence over three (3) occasions from the stipend payable hereunder. Within ten (10) days of any termination of this Agreement, HES shall return and pay to CRMC any portion of the annual stipend, and any monthly installment thereof, which has been paid by CRMC and relates to any period occurring after the termination date.
9. Authority. The parties acknowledge they are entering into this Agreement with full authority from their respective legal entities and evidenced by their signatures attested hereto.

10. Purpose; Legal Compliance. The parties acknowledge that: (i) each party is a public entity which is organized pursuant to, in the case of CRMC, statute, and, in the case of HES, ordinance; (ii) each party operates primarily for the benefit of the residents of, in the case of CRMC, Cass County, Missouri, and, in the case of HES, Harrisonville; (iii) Harrisonville is located within Cass County, Missouri, and accordingly, the residents of Harrisonville are intended beneficiaries of each party's services; (iv) the ordinances of Harrisonville require HES, subject to certain limited exceptions, to perform all ambulance transports commencing or occurring within the geographic boundary of Harrisonville; (v) CRMC is the only general acute care hospital located in Harrisonville; (vi) transports commencing from CRMC currently account for a significant percentage of the total annual ambulance transports of HES; (vii) the incremental costs HES incurs associated with providing the Transfers exceeds HES' revenue/receipts attributable to providing the Transfers; (viii) HES requires the annual stipend described in Section 2 above to offset a portion of such loss and to enable HES to better provide ambulance transport services to the residents of Harrisonville and to CRMC; (ix) CRMC is willing to pay to HES the annual stipend set forth above to enable CRMC's patients, including the residents of Harrisonville, to obtain better ambulance transport services and to secure HES' promise to meet the Response Time Priority Chart set forth above with respect to CRMC's patients. Accordingly, the parties agree that there is no obligation of either party, including such party's members, trustees, directors, managers, officers, officials, employees and agents (collectively, "Affiliates"), to refer patients to the other party or to any of its Affiliates, nor any intent to influence the judgment of either party regarding where patients receive health care services. Further, and notwithstanding any unanticipated effect of any of the terms or provisions herein, each party intends to comply with the statutory and regulatory provisions under the federal Medicare and Medicaid Anti-Kickback Statute, as such provisions are amended from time to time, and each party intends for this Agreement to be construed in a manner which complies with such statutory and regulatory provisions.

11. Insurance. The parties shall, at their expense, procure and keep in force at all times during the term of this Agreement, from a financially sound and reputable company, public liability insurance. The parties agree to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence. Each party shall furnish the other party with a certificate of insurance as evidence of such coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to the other party. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost.

Nothing in this Section, or this Agreement, shall be interpreted or construed as waiving either parties' sovereign immunity granted under applicable Missouri Law.

12. Assignment. The parties shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the non-assigning party. In the event of an assignment without the written consent of the non-assigning party, the assigning party shall remain liable for the remainder of the term of the Agreement.
13. Severability. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications

thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. Section headings are used herein for convenience only and shall not be used to interpret this Agreement or any provision hereof.

14. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations or understandings (written or oral) between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, HES and CRMC have caused this Agreement to be executed as of the date set forth above.

HARRISONVILLE EMERGENCY SERVICES
(HES)

CASS REGIONAL MEDICAL CENTER
(CRMC)

By: _____
Name: Keith Moody
Title: City Administrator

By: _____
Name: J. Christopher Lang
Title: Chief Executive Officer



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: October 29, 2014
SUBJECT: Support of 71/291 TDD Five Year Extension

Type of Item: *Approval*

Background: The 291TDD was initially established with a 20 year term in 2009 so presently it ends in 2029. The TDD Board members have approved proceeding to extend the term an additional 5 years in order to provide funding of the second phase of improvements (along 291 north to waters road). A list of funding secured for the two phases of the project follows:

\$3.7M Cost Share Funds for Phase 1

\$1.3M District 4 Funds for Phase 1

\$2.0M STP Funds for Phase 1

\$2.3M Cost Share Funds for Phase 2

\$0.5M District 4 Funds for Phase 2

\$1.1M STP Funds for Phase 2

\$10.9M total

Review: The funding of Phase 1 is in place through bonds issued by the TDD. In order to fund Phase 2 construction in 2017, following completion of Phase 1, the TDD sales tax will need to be extended. The TDD Board has anticipated extending the term of the TDD as projects within the district were developed. The \$3.9 million in matching funds secured for Phase 2 must be used by 2018 or they will be lost and the project would need to be resubmitted for funding consideration around 2024.

In order for the TDD to extend the term 5 years they will have to file a petition in circuit court followed by an election by the property owners within the district. This is the same procedure followed in establishing the district. The resolution for your consideration merely provides the court with the City's supportive opinion on the extension question. The final decision lies with the court and the property owners.

Budget Impact: The resolution supporting the extension has no budgetary impact to the City.

Recommendation: Staff recommends approval of the resolution. The extension facilitates Phase 2 improvements being completed sooner and ensures state/federal funding for Phase 2 remains committed to the project.

Council Bill No. 083

Resolution No.

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI EXPRESSING SUPPORT FOR THE FIVE (5)
YEAR EXTENSION OF THE 71/291 PARTNERS IN PROGRESS
TRANSPORTATION DEVELOPMENT DISTRICT**

WHEREAS, the Board of Aldermen of the City of Harrisonville ("City") hereby finds and determines that certain transportation improvements to streets and roads within the City, enhance the economic viability of development along the 71/291 corridor and connecting streets and properties within the City, and otherwise benefit the residents and businesses within the City and the area.

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

Section 1: The Board of Aldermen finds and determines that it is in the best interests of the City to support the five (5) year extension of the 71/291 TDD.

Section 2: This Resolution shall be in full force and effect after its passage.

READ by title only the 3rd day of November and **DULY PASSED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 3rd day of November, 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of November, 2014



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Asst. Director
DATE: October 27, 2014
SUBJECT: Harrisonville's Continued Practice of Adding Flouride to Drinking Water

Type of Item: *Approval*

The City is applying for a \$25,000.00 grant from the Missouri Department of Health and Senior Services (DHSS). In order to be eligible for the grant one of the items needed is a vote of the governing body to vote in favor of adding fluoride to our drinking water. This is something that we already do, and have been as long as anybody seems to remember. We have contacted all the Dentist in town and they are all in favor of continuing to add fluoride to our drinking water.

Council Bill No. 084**Resolution No.****A RESOLUTION BY THE HARRISONVILLE BOARD OF ALDERMEN
SHOWING SUPPORT FOR THE CONTINUED ADDING OF FLUORIDE TO
CITY WATER**

Whereas, the Harrisonville Board of Aldermen are concerned for the health and well-being of the residents of the city, and

Whereas, the city currently adds fluoride to its drinking water, and

Whereas, the dentists of the city agree that this is a proper way to safeguard the oral health of people,

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

Section 1: That the Board of Aldermen hereby resolve that fluoride shall continue to be added to the Harrisonville water supply.

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, this 3rd day of November 2014

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of November 2014



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: October 29, 2014
SUBJECT: Agreement with MOREnet

Type of Item: *Agreement*

Background: We have been asked by "MOREnet" (a company associated with the University of Missouri) that brings high speed internet to rural schools, such as Harrisonville and Cass Midway, for permission to attach equipment to the top of our water tower. This would provide a link to Freeman water stand pipe then on to Cass Midway School.

Review: MOREnet proposes to install the following equipment on the water tower-

- Radio is 36" high, 18" wide and 11" deep - this is the entire unit (radio and antenna) and weighs 35lbs. Will be mounted on the top of the tower using a magnetic mounting pad, and 2 cables will be run down the ladder supports to the ground; these cables are Cat6, outdoor/UV rated, around 1/4" in diameter.
- Power supply cabinet is 36" high, 32" wide and 14" deep, set on a concrete pad, or supported by UniStrut in concrete. 120V 15A or 20A service to the box. The cabinet weighs around 350lbs with the equipment and batteries (the alone are 296lbs).

The terms of the lease are consistent with those contained in the other two leases we have for cellular equipment on the tower. It have been reviewed and approved by the City Attorney.

Budget Impact: Staff considered the monthly fees paid by the two cell phone providers currently located on the tower in conjunction with the space requirements for equipment on and under the tower to arrive at a rate of \$220/month for MOREnet. For reference the other leasees pay \$1,826.68 and \$2,150.14 per month respectively, but their equipment occupies significantly more space on and under the tower. The agreement provides for the rate to increase 3% per year, also consistent with terms of our other agreements.

MOREnet has the ability to provide fiber optic design services on the fiber connection between our buildings we are working on. The monthly lease fee can be used to offset the cost of these services if we choose to use them, otherwise the payments will be deposited into the water/sewer fund.

Recommendation: Staff recommends entering into the lease agreement with MOREnet.

Council Bill No. 085

Resolution No.

**A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE,
MISSOURI, AND MORE.NET TO PROVIDE SPACE ON THE CITY WATER
TOWER FOR WIRELESS BROADBAND SERVICE**

WHEREAS, MORE.Net is an internet service provider which provides broadband service to local governments including the Harrisonville Schools system, and

WHEREAS, the city administrator has negotiated an agreement with MORE.Net which grants them use of space on the city's water tower for their equipment,

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 MORE.Net to provide such space in exchange for a fee.

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 this 3rd day of November 2014.

Kevin W. Wood, Mayor & Ex Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 3rd day of November 2014.



August 5, 2014

City of Harrisonville
Attn: Eric Patterson
300 E Pearl Street
Harrisonville, MO 64701

Mr. Patterson:

MOREnet would like to obtain permission from the City of Harrisonville to locate a microwave repeater on the top of the Harrisonville water tower located on the northwest corner of E Elm Street and N King Avenue. This repeater would connect the Harrisonville Public Schools to the Midway-Cass School District located west of Freeman, MO via another repeater on the standpipe in Freeman (and the city of Freeman has already approved MOREnet's use of the standpipe). This would allow MOREnet to better serve the Midway-Cass school district; we are looking at using the same repeater to also help the Briarwood School and the Cass County Library in Harrisonville.

The Missouri Research and Education Network (MOREnet) provides Internet connectivity, access to Internet2, technical support, videoconferencing services and training to Missouri's K-12 schools, colleges and universities, public libraries, health care, state government and other affiliated organizations. Established in 1991, MOREnet operates as a unit within the University of Missouri, and is based in Columbia, Missouri. The MOREnet network is the foundation infrastructure: members of the education community interact with each other via data and video services; public sector business applications are built and conducted on it; and Missouri citizens interact with their state government through it. MOREnet is not a private Internet service provider and does not provide services, including dial-up access, on an individual basis to individuals or businesses.

MOREnet operates on a cost-recovery model, and as a unit of the University of Missouri, has no profit motive. MOREnet leverages the state-wide demand for services and collective buying power of the membership to negotiate bulk purchases of services and products to lower costs to the membership. Over the last five consecutive years, MOREnet has been able to lower network connectivity costs to members each year, with reductions ranging from 3% to 12%. MOREnet also works with most of the telecommunications vendors in the state, and continues to negotiate lower rates for higher speeds as the vendors expand their networks.

However, in many areas of the state, connectivity to schools, libraries and cities is challenging due to the rural nature of the state and the high cost of providing high-speed access to these rural sites, even by the local or incumbent provider. In order to solve this issue for rural school districts, MOREnet has begun to partner with cities and PWSOs to utilize water towers and standpipes as antenna platforms for high-speed digital microwave systems. These systems can be installed for a fraction of the cost of taking fiber to a remote district, offering a way to provide the bandwidth needed to a district in a manner the district can afford.

Attachment: Morenet Request Letter and Photos (1631 : Agreement with MOREnet)

To that end, MOREnet has engineered a series of microwave links that would serve the Midway-Cass school district, located west of Freeman, Missouri. MOREnet is also evaluating the possibility of serving the Cass County Library, the Briarwood School, and possibly East Lynne utilizing the same repeater on the water tower in Harrisonville. Utilizing the water tower is our preferred option, providing a very stable platform for our radios as well as eliminating the need to construct and maintain a 100+ft radio tower.

MOREnet has already contracted with KAMO Electric to extend the MOREnet fiber network into Harrisonville, creating a local node on the network at the Harrisonville Public Schools data center. I also understand that the Electric Department of the city is planning to install fiber around the city for city purposes. If the route of the fiber happens to go by the Harrisonville Schools data center at 503 S. Lexington and by the water tower, MOREnet would be interested in using the city fiber to reduce the number of microwave hops needed.

Depending on where the city fiber runs in relationship to other public agencies, MOREnet may be interested in utilizing the city fiber to provide connectivity to those locations as well. In addition, by connecting to the MOREnet node at the Harrisonville School District, the city itself could obtain Internet access as well as other services from MOREnet at a reduced cost, as there would be no carrier circuit involved. MOREnet would be interested in discussing any of these options with the City as appropriate.

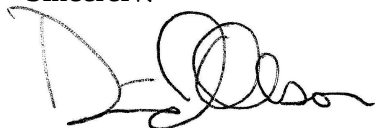
I've attached some photos of our equipment and mounting systems that would be used for this project. Each radio is approximately 24" tall, 16" wide and 12" deep and weighs around 20lbs. A single outdoor-rated Category 6 cable per radio is the only cabling needed; these cables are approximately 0.25" in diameter and provide power (48V DC), data and ground to the radio. Our mounting platforms use rare-earth magnets to attach to the tower with no drilling or glue, and provide the support needed for the radios. Finally, our power cabinet is a 30x36x16" NEMA-4 cabinet that houses the batteries, power supplies, and other equipment needed to operate the radios.

Also included is MOREnet's typical Memorandum of Understanding (MOU) that we enter into with other public organizations, such as cities and PWSDs, for the use of their water towers. This MOU is our 'starting point' for any discussion with the city- if there are any items in the MOU that the city is not comfortable with we will work out an acceptable solution; to date, no city or PWSD has not accepted the MOU with minor, if any, modifications. One item that is not addressed in the MOU is power; while MOREnet would appreciate the City providing the power to the cabinet (approx. 2A at 120V on a 15A breaker), a separate meter and service is also an option-we just need to know how you would like us to handle it.

Please let me know if there is anything else that you need to be able to present this request to the City and obtain approval. If approved, please have 2 copies of the MOU signed and returned to me; I will have the University countersign and return an original to you.

Thank you for your time and attention to this project.

Sincerely,



David Olson
Network Architect
Missouri Research and Education Network (MOREnet)
University of Missouri-System



This is the magnetic mount proposed for this project. The mount attaches to the tank using rare earth magnets and has a capacity of 600#-ft. This system removes all need for welding or gluing to the tank, and can be easily moved if repairs or painting needs to be done.



This is the proposed radio unit that would be mounted on top of the water tower. This particular radio is mounted to the catwalk railing of a 140ft water tower using an Andrew/Commscope mounting bracket and an aluminum mast pipe to provide clearance for the radio to be aimed.



This is a photo of a 48VDC power cabinet typical of what would be installed. The cabinet holds four 12v gel batteries, a power supply, the switching/charging controller, an Ethernet switch, and the power injectors for the radios (not shown in this photo as they were not installed yet). The cabinet is 36" high, 30" wide, and 16" deep. The cabinet can be supported by UniStrut set in concrete (as shown), set on a concrete block base, or mounted to a structure (building, tower leg, etc.) as needed.

AGREEMENT

THIS Agreement is made and entered into by and between **THE CURATORS OF THE UNIVERSITY OF MISSOURI**, a public corporation of the State of Missouri, contracting on behalf of the **Missouri Research and Education Network** (hereafter "MOREnet") and the **City of Harrisonville, Missouri** (hereinafter "City").

1) Purpose

The purpose of this Agreement is to specify services to be provided to MOREnet by the City on the Harrisonville water tower located on the northwest corner of E Elm Street and N King Ave in Harrisonville, MO (GPS coordinates 38.657108N, 94.341347W). The equipment will support the Midway-Cass School District and other nearby MOREnet members' connection to the MOREnet network.

2) Background

- a) MOREnet desires to operate a microwave link between Harrisonville, Missouri and Freeman, Missouri in support of K-12 school districts and public libraries; and
- b) MOREnet desires to install, remove, replace, maintain, and operate at its expense, a microwave system, including one microwave antenna to be mounted on a water tower;
- c) The City of Harrisonville owns and operates a water tower located on the northwest corner of E Elm Street and N King Ave in Harrisonville, MO (GPS coordinates 38.657108N, 94.341347W); and
- d) The City is willing to provide nonexclusive space on its water tower for one microwave antenna and mounts at locations to be selected by MOREnet so long as they do not interfere with antennas currently located on said tower and do not interfere with the openings to the tower, the ladders, braces, paint removal, or painting of the tower and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof.

3) Service Requirements:

- a) MOREnet Responsibilities
 - i. MOREnet will purchase, install and manage the microwave radio equipment that will be placed in and/or on the City's water tower.
 - ii. MOREnet will have utility power supplied to the water tower and pay any costs directly to the local utility or a local licensed electrician to install and supply power to the radio system.
 - iii. MOREnet will ensure that all equipment is installed according to manufacturer instructions and all applicable codes and ordinances. All externally mounted equipment will have a safety cable separately attached to the tower to prevent any equipment from falling off in the case of a mounting bracket failure.
 - iv. MOREnet will attach all exterior equipment using existing "painter's ring", catwalk brackets or other existing mounting points on the water tank utilizing manufacturer-supplied clamps. In no event shall MOREnet pierce or drill into the exterior of the water tank, weld to the tank or attach with adhesive any equipment, brackets or other mounting hardware. MOREnet shall make no alterations to the water tower or related facilities which will compromise or impair the integrity of the structure.
 - v. Interior equipment will be installed in a MOREnet-supplied NEMA-4 waterproof enclosure in a location and manner as mutually agreed to between MOREnet and the City.
 - vi. MOREnet agrees to make monthly rental payments beginning on December 1, 2014, and continuing on the first day of each month thereafter, in the amount of two

hundred and twenty dollars (\$220.00) (Base Rent) to the City for the first twelve (12) months of this Agreement.

- vii. The Base Rent shall be increased by three percent (3%) each December 1, during the term of this Agreement.
- viii. MOREnet's obligation to pay the rent increases is not contingent upon the City computing or billing for these increases.
- ix. At the City's request MOREnet will remove or move its devices within thirty (30) days of being notified by the City's.
- x. MOREnet agrees to carry no less than \$1,000,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation, installation, inspection or repair of MOREnet's antennas or attachments. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Any such insurance policy must identify the City as an additional insured and provide for thirty (30) days prior written notice to the City before cancellation. MOREnet shall furnish certificates to the City showing insurance coverage.

b) City's Responsibilities

- i. Provide space for the MOREnet outdoor equipment cabinet, NEMA-4 rated, to house all of MOREnet's equipment in a location and manner as mutually agreed to between MOREnet and the City.
- ii. Provide access and space for a microwave radio system and conduit/cable access from the radio location to the space described above.
- iii. Provide reasonable access to the cabinet containing the equipment and all cabling and equipment located on the water tower for MOREnet staff when maintenance of the equipment is required. MOREnet will provide at least 24 hours' notice, except in the case of an emergency when MOREnet agrees to provide reasonable notice, of the need to access the cabinet prior to their arrival. The City must provide a telephone number that is regularly answered and can respond to emergency calls to provide MOREnet staff with access. In addition, the City must provide two escalation numbers in case the no one answers or responds to MOREnet's request at the number provided.
- iv. The City will notify MOREnet of any existing and proposed radio systems to be attached to the tower to aid in spectrum management and interference mitigation.
- v. Water tower maintenance is the responsibility of the City. The City shall not move, disconnect or adjust, in any way, MOREnet's equipment without the supervision of a MOREnet representative on site. MOREnet acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations (or replacement of) to the water tower and the City shall incur no liability to MOREnet for any injury, expense, or claim incurred by MOREnet during any such repair or renovation.

4) Agreement Term

- a) The term of this Agreement will be December 1, 2014 through November 30, 2015.
- b) This agreement will automatically renew each year if no action is taken to the contrary by either party.
- c) Contract Review: MOREnet and the City will review the status of this contract in the last quarter of the term and determine whether adjustments are needed. If either party desires to modify any terms of this contract, such modifications must be presented to the other party for review.

5) Termination of Agreement

This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by either upon not less than thirty (30) days written notice for the Parties' convenience and without cause.

6) Governing Law

This Agreement shall be interpreted, construed and enforced according to the laws of the state of Missouri. Jurisdiction and venue shall be exclusively in the state courts of Cass County, Missouri. The parties agree to not discriminate in the application of this Agreement on the basis of race, color, sex, national origin, ancestry, age, disability or veteran status.

Nothing in this Agreement shall be construed to limit or waive the sovereign, official or governmental immunities possessed by either party. MOREnet is advised that it is its responsibility to procure any insurance protecting its equipment and facilities provided pursuant to this Agreement for any and all hazard, damage or loss, and that the City is not obligated to provide any such insurance with regard to MOREnet's personal property.

7) Binding Effect

This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that, however, no assignment shall be permitted without the written consent of the other party, which consent shall not be reasonably withheld.

8) Assignment

This Agreement is personal to the Parties. Except as otherwise specifically provided herein, this Agreement, including the obligations and benefits hereunder, may not be assigned to any party without the express written consent of the other party.

9) Authority

By signing this Contract, the representatives of the City and MOREnet represent that they each are duly authorized to execute this Contract, and that the City and/or MOREnet have agreed to be bound by all its provisions.

10) Indemnification

MOREnet agrees to indemnify and hold harmless the City against all suits, claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and all costs associated with internal and external expenses for labor and materials in preparing for the defense, to the extent caused by MOREnet's performance of professional services under this Agreement and that of its Professional Consultants or anyone for whom MOREnet is legally liable.

11) Counterparts

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall continue one and the same instrument.

12) Amendments

This Agreement may be amended only by a writing which makes express reference to this Agreement as the subject of such amendment and which is signed by duly authorized representatives of MOREnet and the City.

13) Notice

Any notice required to be given under this Contract shall be given in writing, and shall be effective when actually delivered by regular mail, when actually received by facsimile, or when deposited with a nationally recognized overnight courier.

Notice to MOREnet:

Notice to Harrisonville:

City Administrator
 Harrisonville City Hall
 300 E. Pearl Street
 Harrisonville, Missouri 64701

14) Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, or rule in any jurisdiction, the parties agree that such provision(s) will be enforced to the maximum extent permissible under the applicable law, and any invalidity, illegality or unenforceability of a particular provision will not affect any other provision of this Agreement.

15) Entire Agreement

This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior contemporaneous Agreements between the parties, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date below their respective signatures.

**THE CURATORS OF THE
 UNIVERSITY OF MISSOURI**

THE CITY OF HARRISONVILLE

 (Signature) (Date)

 (Signature) (Date)

 Name

 Name

 Title

 Title

Setbacks: _____ (Assuming “C-2” Zoning)

Front: 35 feet

Side: 15 feet

Rear: 15 feet

Parking: 4 feet

Options: The City may:

- Approve the application for rezoning with no conditions.
- Conditionally approve the application for rezoning.
- Deny the request for rezoning.

Recommendations:

Planning and Zoning Commission: (October 16, 2014)

Approval contingent upon compliance with the zoning ordinance, subdivision ordinance and other applicable City codes.

Staff Recommendation:

Approval contingent upon compliance with the zoning ordinance, subdivision ordinance and other applicable City codes.

F. Discussion Item (ID # 1616)

Public Hearing for RZ1406 Rezoning Application of Dr. Rebecca Morrison for Pet Vet Animal Hospital, located at 2404 E. Rock Haven Road, from A to C-2

Attachments:

Pet Vet - Rezoning Attachments (1).BOA 11-3-14 (PDF)

FEE: \$ 50.00
 REC'D BY: Alc
 (STAFF USE ONLY)

**APPLICATION
FOR
REZONING
CITY OF HARRISONVILLE**
 PLEASE PRINT

CASE NO.: RZ- 1406
 PC DATE: 10/16/14
 (STAFF USE ONLY)

REQUESTED ZONING AMENDMENT: Ag to C-2
 GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: 2404 E. Rock Haven Road
Harrisonville, MO 64701
 LEGAL DESCRIPTION: See attached
 ACRES/SQ. FT.: 3.00 Acres
 CURRENT ZONING ON PROPERTY: C-2 & Ag CURRENT LAND USE: Vet Clinic/Farmed

PROPERTY OWNER'S NAME(S): Darrell Morrison & Rebecca Morrison PHONE: 380-4561
 COMPANY: Pet Vet Animal Hospital FAX: _____
 MAILING ADDRESS: 2404 E. Rock Haven Rd, Harrisonville, MO 64701
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: rebock1@netzero.com

APPLICANT/AGENT'S NAME(S): Dr. Rebecca Morrison, DVM PHONE: 380-4561
 COMPANY: Pet Vet Animal Hospital FAX: _____
 MAILING ADDRESS: 2404 E. Rock Haven Rd, Harrisonville, MO 64701
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: rebock1@netzero.com

ENGINEER/ARCHITECT'S NAME(S): Troy Bowers PHONE: 380-2600
 COMPANY: Bowers Engineering, Inc. FAX: _____
 MAILING ADDRESS: PO Box 541, Harrisonville MO 64701
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: troy@bowersengineers.com

NOTE: *It is recommended that the applicant schedule a meeting with city staff prior to the submission of an application. An application will not be considered complete until all required material has been submitted. The Planning and Zoning Commission meeting will not be scheduled until the application is complete. It is the applicant's responsibility to obtain a copy of the agenda, staff report and staff recommendation prior to the scheduled meeting. It is the applicant's responsibility to be familiar with the applicable city land use ordinances and requirements prior to the submission of the application. See attached material for examples and instructions.*

SIGNATURE OF OWNER OR AGENT: [Signature]
RECEIVED IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION

SEP 11 2014

CITY OF HARRISONVILLE

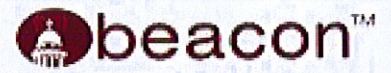
CK# 001447
 cashier's check
 Hancock Bank

**Pet Vet Animal Hospital
2404 E. Rock Haven Road
Harrisonville, MO 6471**

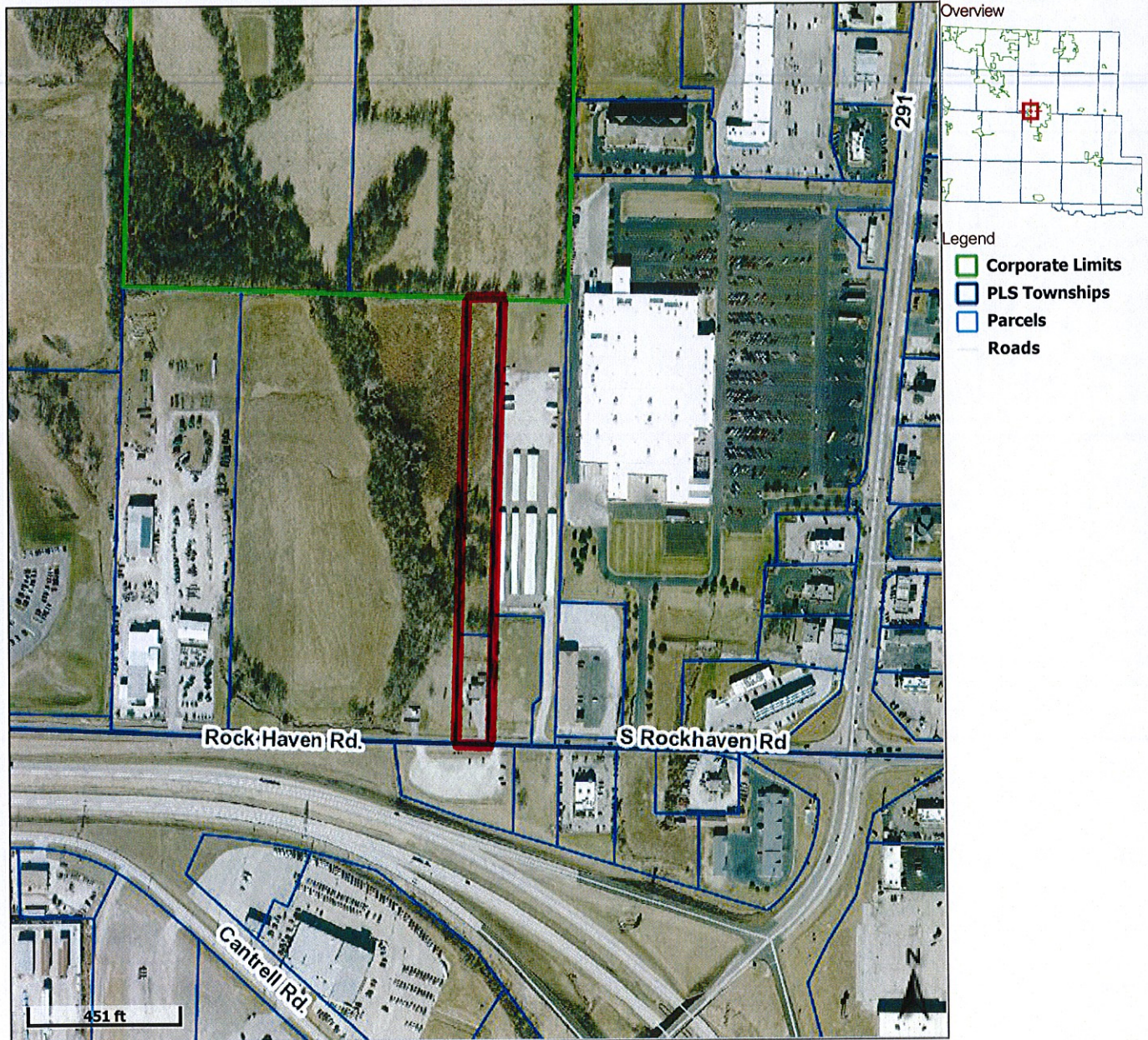
Legal Description:

THE WEST 101.00 FEET OF THE EAST 284.75 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, EXCEPT THE SOUTH 30.00 FEET THEREOF, PREVIOUSLY CONVEYED FOR HIGHWAY PURPOSES. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER, OF SECTION 32, AFORESAID, RUN THENCE NORTH 87°54'26" WEST ALONG THE SOUTH LINE THEREOF, 183.75 FEET, THENCE NORTH 1°55'32" EAST, PARALLEL WITH THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 32, 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROCK HAVEN ROAD, AS NOW LOCATED, AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 87°54'26" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 101.00 FEET; THENCE NORTH 1°55'32" EAST PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1295.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°50'14" EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 101.00 FEET TO THE NORTHWEST CORNER OF LOT 2, "ROCK HAVEN RIDGE", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI AS PREVIOUSLY PLATTED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI; THENCE SOUTH 1°55'32" WEST ALONG THE WEST LINE OF LOTS 1 & 2, OF SAID "ROCK HAVEN RIDGE", 1295.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, "ROCK HAVEN RIDGE" AND BEING THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING EASEMENTS AND RESTRICTIONS OF RECORD. CONTAINS 3.00 ACRES, MORE OR LESS.

Cass County, MO



Date Created: 10/6/2014



Last Data Upload: 10/4/2014 2:20:17 AM



developed by
The Schneider Corporation
www.schneidercorp.com

List of property owners within 200 feet of the subject tract;

Pet Vet Animal Hospital
2404 E. Rock Haven Road
Harrisonville, MO 6471

- 1) Crickett Kroenke
20701 E. 275th Street
Harrisonville, MO 64701
- 2) Arh Investments, LLC
10023 Meadowlake Circle
Liberty, MO 64068
- 3) Gourmet Systmes USA LLC
8140 Ward Parkway
Suite 300
Kansas City, MO 64114
- 4) Three Bees LLC
% Block Real Estate Services LLC
Stephen Block
700 W. 47th Street
Suite 200
Kansas City, MO 64112
- 5) Shreehari Ram Inc.
2400 Rock Haven Road
Harrisonville, MO 64701
- 6) Wal-Mart Real Estate Business Trust
PO Box 8050 MS0555
Bentonville, AR 72716
- 7) Joseph & Elizabeth Price
2501 S. Prettyman Road
Harrisonville, MO 64701



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: October 17, 2014
SUBJECT: Ordinance for RZ1406 Rezoning Application of Dr. Rebecca Morrison

Type of Item: *Approval*

Council Bill No. 086**Ordinance No.****AN ORDINANCE TO APPROVE REZONING OF PROPERTY GENERALLY
LOCATED AT 2404 E. ROCKHAVEN ROAD FROM "A" AGRICULTURE
DISTRICT TO "C-2" SERVICE BUSINESS DISTRICT.**

WHEREAS, the Planning and Zoning Commission of the City of Harrisonville, Missouri, held a public hearing on October 16, 2014, in regard to the rezoning application of Dr. Rebecca Morrison, DVM, to rezone the hereinafter described property; and

WHEREAS, the Planning and Zoning Commission on October 16, 2014, recommended approval of the rezoning contingent upon compliance with the zoning ordinance, subdivision ordinance and other applicable City codes to the Board of Aldermen; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing; and after considering the property to be rezoned and the surrounding properties, and for the purpose of promoting the public health, safety, morals and considering the general welfare of the community, it is determined that the hereinafter described property should be rezoned.

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

Section 1: That the Board of Aldermen of the City of Harrisonville, Missouri, hereby finds and declares that the following described property shall be rezoned from "A" Agriculture District to "C-2" Service Business District contingent upon compliance with the zoning ordinance, subdivision ordinance and other applicable City codes.

THE WEST 101.00 FEET OF THE EAST 284.75 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, EXCEPT THE SOUTH 30.00 FEET THEREOF, PREVIOUSLY CONVEYED FOR HIGHWAY PURPOSES. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER, OF SECTION 32, AFORESAID, RUN THENCE NORTH 87°54'26" WEST ALONG THE SOUTH LINE THEREOF, 183.75 FEET, THENCE NORTH 1°55'32" EAST, PARALLEL WITH THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 32, 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROCK HAVEN ROAD, AS NOW LOCATED, AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 87°54'26" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 101.00 FEET; THENCE NORTH 1°55'32" EAST PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1295.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°50'14" EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 101.00 FEET TO THE NORTHWEST CORNER OF LOT 2, "ROCK HAVEN RIDGE", A SUBDIVISION OF LAND IN THE CITY

OF HARRISONVILLE, CASS COUNTY, MISSOURI AS PREVIOUSLY PLATTED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI; THENCE SOUTH 1°55'32" WEST ALONG THE WEST LINE OF LOTS 1 & 2, OF SAID "ROCK HAVEN RIDGE", 1295.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, "ROCK HAVEN RIDGE" AND BEING THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING EASEMENTS AND RESTRICTIONS OF RECORD. CONTAINS 3.00 ACRES, MORE OR LESS.

Section 2: That the official zoning map of the City of Harrisonville shall be amended to reflect such change in zoning.

Section 3: That this ordinance shall be effective immediately upon its passage and approval.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 3RD DAY OF NOVEMBER 2014 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON THE 3RD DAY OF NOVEMBER 2014 AND PASSED BY THE BOARD OF ALDERMEN THIS 3RD DAY OF NOVEMBER 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 3rd day of November 2014.



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: October 17, 2014
SUBJECT: Ordinance for FP1407 Final Plat of Dr. Rebecca Morrison

Type of Item: *Approval*

Background:

Request: Approval of Pet Paradise Final Plat

Location: 2404 E. Rockhaven Road
 North of US 71 Highway on Rockhaven Road.

Applicant: Dr. Rebecca Morrison (Pet Vet Animal Hospital)

Owner: Darrell Morrison and Rebecca Morrison

Engineer/Surveyor: Troy Bowers

Existing Zoning: “C-2” Service Business District (south ¼ of property)
 “A” Agriculture (north ¾ of property)
(Pending Zoning Application)

Acres: Approximately 3 acres +/-

Lots: one

Requested Waiver. The shape of the existing (unplatted) parcel does not meet City standards. The applicant wishes to plat this tract of land so the north side can be developed also. The applicant is planning on constructing a pet boarding kennel (indoors only) behind the existing veterinary office.

Section 4310.380 C of the subdivision regulations states *that the depth of a lot shall not exceed three (3) times its width*. The proposed single-lot plat is approximately 101 feet wide and approximately 1295 feet deep. A waiver must be granted for approval of the plat. The width of the property (approximately 101 feet) will result in constraints for the development of the site.

Setbacks: (Assuming “C-2” Zoning)

Front: 35 feet

Side: 15 feet

Rear: 15 feet

Parking: 4 feet

Parking: Additional parking will be necessary. Only one access onto Rockhaven Road will be allowed. However, this access point may be upgraded pending MoDOT approvals. A storm water management plan will be required for development of the site. An existing water line is located on the north side of Rockhaven Road. Depending on the type of construction, size of building and occupancy, a fire line may be required for the north building.

Right of Way: Ten additional feet of right-of-way would be dedicated (40 feet from centerline) along Rockhaven Road. Utility easements would be dedicated around the perimeter of the property.

Options: The City may-

- Approve the plat with no conditions.
- Conditionally approve the plat.
- Deny the request for plat approval.

Recommendations:

Planning and Zoning Commission (October 16, 2014)

Approval contingent upon:

- Providing a 10 foot U/E along the north line of the site.
- Providing a 5 foot U/E along the west line of the site.
- Showing a sidewalk along Rockhaven Road.

Staff Recommendation

Approval contingent upon:

- Providing a 10 foot U/E along the north line of the site.
- Providing a 5 foot U/E along the west line of the site.
- Showing a sidewalk along Rockhaven Road.

Council Bill No. 087**Ordinance No.**

**AN ORDINANCE TO ACCEPT THE FINAL PLAT OF PET PARADISE, A
SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS
COUNTY, MISSOURI**

WHEREAS, the Planning and Zoning Commission on October 16, 2014 recommended approval of the final plat, contingent upon staff recommendations; and

WHEREAS, after considering the property for the purpose of promoting the public health, safety, morals and considering the general welfare of the community, it is determined that this final plat be approved; and

WHEREAS, the subdivision regulations of the City of Harrisonville provide that a subdivision may be approved by the Board of Aldermen and the plat recorded after all the improvements have been constructed and approved and accepted by the City.

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

Section 1. That the final plat and dedication of easements of the City of Harrisonville for Pet Paradise, as shown by the plat, filed with the City Clerk of the City of Harrisonville, is hereby accepted and approved contingent upon compliance with the improvements and standards as outlined in Harrisonville's land use regulations and any applicable agreements between the City and the applicant.

Section 2. That the final plat comprises the following described real estate in Cass County, Missouri, to wit:

THE WEST 101.00 FEET OF THE EAST 284.75 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, EXCEPT THE SOUTH 30.00 FEET THEREOF, PREVIOUSLY CONVEYED FOR HIGHWAY PURPOSES. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER, OF SECTION 32, AFORESAID, RUN THENCE NORTH 87°54'26" WEST ALONG THE SOUTH LINE THEREOF, 183.75 FEET, THENCE NORTH 1°55'32" EAST, PARALLEL WITH THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 32, 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROCK HAVEN ROAD, AS NOW LOCATED, AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 87°54'26" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 101.00 FEET; THENCE NORTH 1°55'32" EAST PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1295.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°50'14" EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 101.00 FEET TO THE NORTHWEST CORNER OF

LOT 2, "ROCK HAVEN RIDGE", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI AS PREVIOUSLY PLATTED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI; THENCE SOUTH 1°55'32" WEST ALONG THE WEST LINE OF LOTS 1 & 2, OF SAID "ROCK HAVEN RIDGE", 1295.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, "ROCK HAVEN RIDGE" AND BEING THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING EASEMENTS AND RESTRICTIONS OF RECORD. CONTAINS 3.00 ACRES, MORE OR LESS.

Section 3. *Effective Date.* That this ordinance shall become effective immediately upon its passage and approval.

Section 4. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 3RD DAY OF NOVEMBER 2014 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON THE 3RD DAY OF NOVEMBER 2014 AND PASSED BY THE BOARD OF ALDERMEN THIS 3RD DAY OF NOVEMBER 2014.

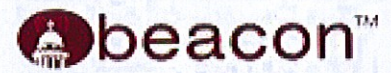
Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

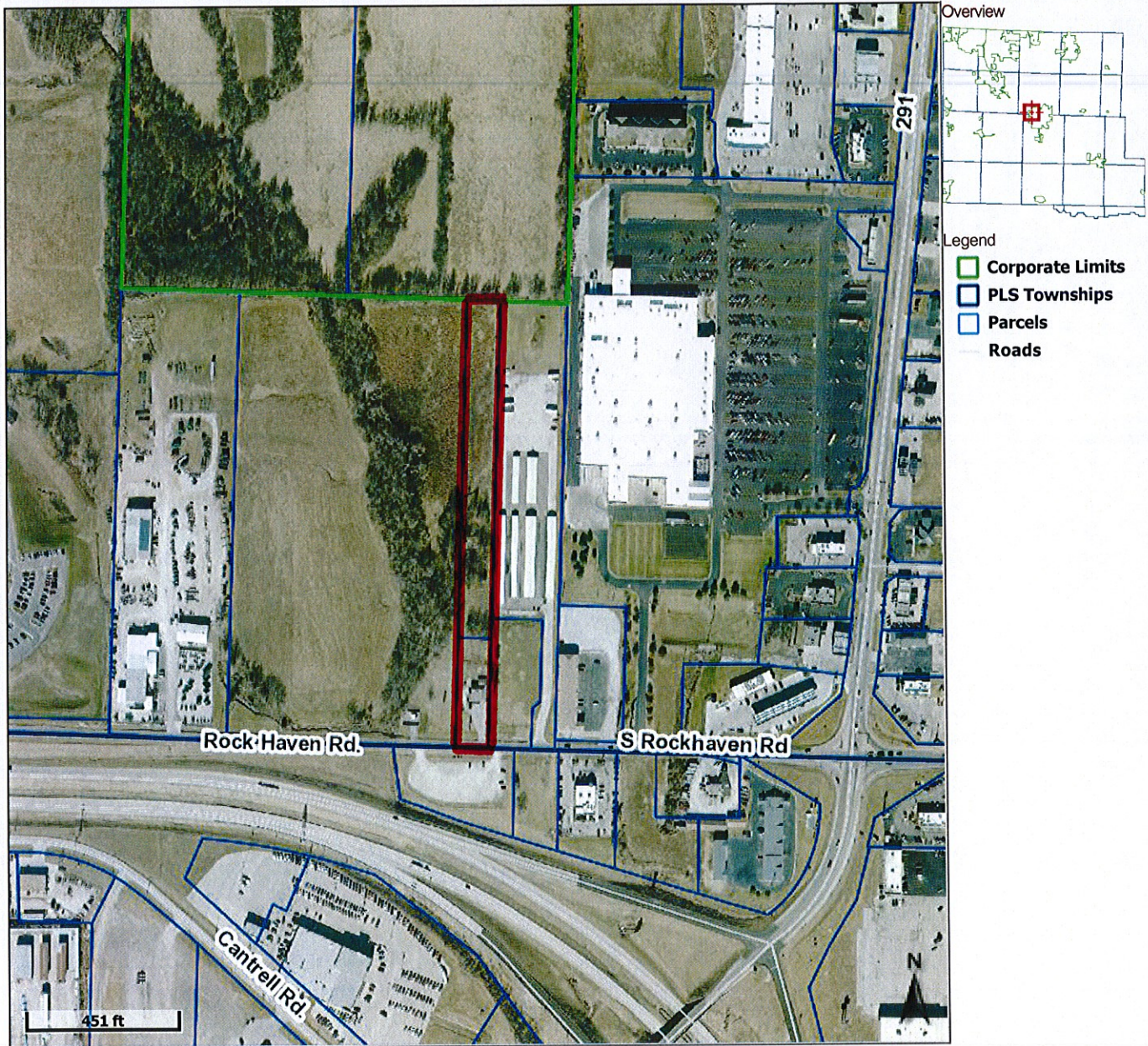
Kim Hubbard, City Clerk

APPROVED by the Mayor this 3rd day of November 2014.

Cass County, MO



Date Created: 10/6/2014



Last Data Upload: 10/4/2014 2:20:17 AM



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The Schneider Corporation
www.schneidercorp.com

Attachment: Pet Paradise Plat attachments (1).BOA 11-3-14 (1618 : Ordinance for FP1407 Final Plat of Dr. Rebecca Morrison)

FEE: _____
REC'D BY: _____
(STAFF USE ONLY)

CASE NO.: _____
PC DATE: _____
(STAFF USE ONLY)

PLEASE ☒ APPLICABLE ☐ PRELIMINARY ☐ FINAL ☐ SMALL SUBDIVISION

NAME OF PROPOSED SUBDIVISION: Pet Paradise

LOCATION OR ADDRESS OF SUBJECT PROPERTY: 2404 Rock Haven Rd

LEGAL DESCRIPTION: Sec 32 Twp 45 Rng 31
Cass Co MO

ZONING ON SUBJECT PROPERTY: _____ CURRENT LAND USE:: _____

TOTAL ACREAGE: _____ NUMBER OF LOTS: _____

DEVELOPER'S NAME(S): Steve Bockelman PHONE: 816 516 2303

COMPANY: _____ FAX: _____

MAILING ADDRESS: 302 Cherry Hill Dr. Belton Mo 64012

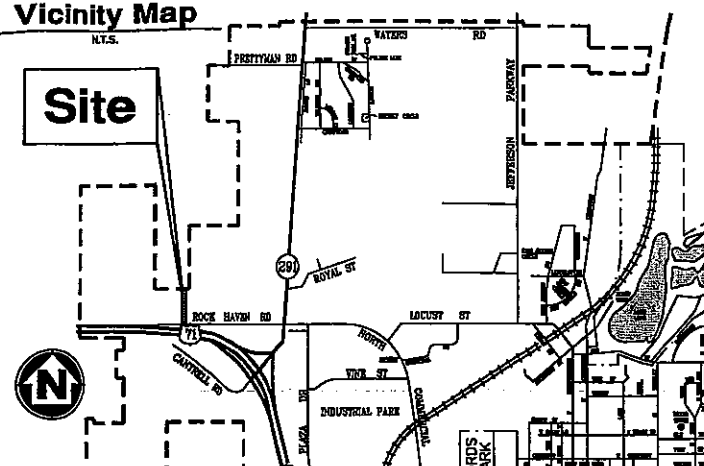
STREET CITY STATE ZIP

PROPERTY OWNER'S NAME(S) Rebecca Morrison PHONE: 816 380 4516
COMPANY: Pet Vet Animal Hospital FAX: _____
MAILING ADDRESS: 2404 Rock Haven Rd Harrisonville MO 64701
STREET CITY STATE ZIP

ENGINEER'S NAME(S): Tray Bowers PHONE: 816 380 2600
COMPANY: Bowers Engineering Inc FAX: _____
MAILING ADDRESS: 1908 W Mechanic St Harrisonville Mo 64701
STREET CITY STATE ZIP

- SEE ATTACHED “GUIDE TO PLATTING” FOR INFORMATION REGARDING HARRISONVILLE’S PLATTING PROCESS.
- TEN (10) COPIES OF THE PROPOSED PLAT MUST ACCOMPANY THIS APPLICATION FOR STAFF REVIEW.
- AFTER STAFF REVIEW, FIVE (5) REVISED PLATS WILL BE REQUIRED INCLUDING A REVISED 8½" X 11" COPY.
- IT RECOMMENDED THAT THE APPLICANT OBTAIN A COPY OF THE STAFF REPORT PRIOR TO THE PLANNING AND ZONING MEETING.
- IT IS THE APPLICANTS RESPONSIBILITY TO BECOME FAMILIAR WITH THE APPLICABLE CITY LAND USE ORDINANCES AND REQUIREMENTS PRIOR TO SUBMITTING AN APPLICATION FOR PLAT.

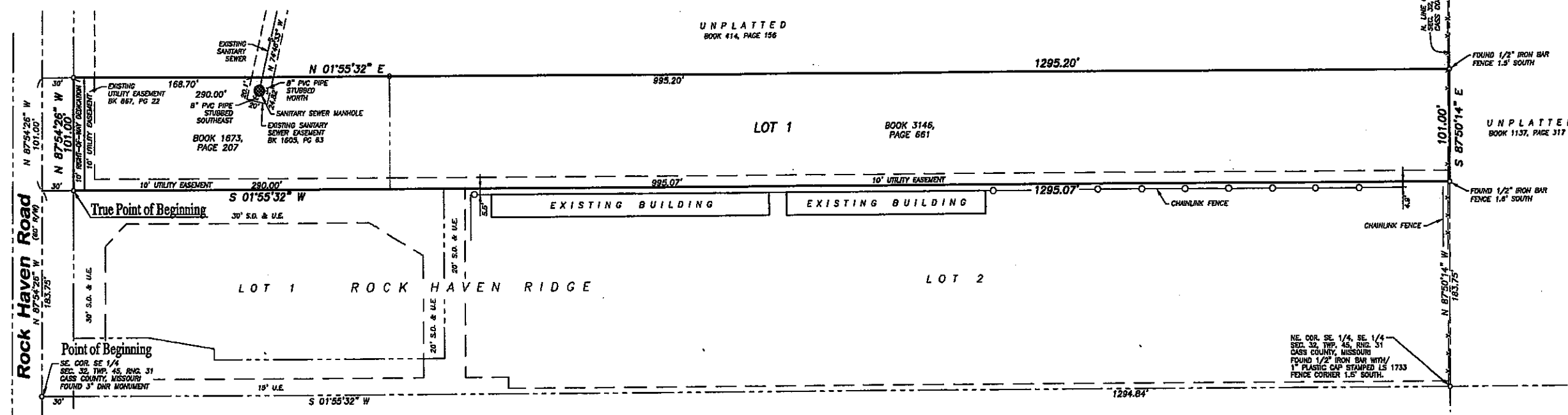
SIGNATURE OF APPLICANT: Robert J. Lawrence DATE: 10/5/14



OWNER/DEVELOPER
DR. REBECCA MORRISON, DVM
PET VET ANIMAL HOSPITAL
2404 E. ROCK HAVEN ROAD
HARRISONVILLE, MO 64701



○ = FOUND 1/2" IRON BAR WITH 1" PLASTIC CAP
STAMPED GREG LS 2808, UNLESS NOTED
OTHERWISE.



THE WEST 101.00 FEET OF THE EAST 284.75 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 45 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARGREAVILLE, CASS COUNTY, MISSOURI,
BEING THE SOUTH 30.00 FEET OF A PARCELY CONVEYED FOR HIGHWAY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWING: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, FORESAID, RUN THENCE NORTH 67°54'28"
WEST ALONG THE SOUTH LINE THEREOF, 183.75 FEET, THENCE NORTH 1°55'32" EAST, PARALLEL WITH THE EAST LINE OF SOUTHEAST
QUARTER OF SAID SECTION 32, 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROOK HAVEN ROAD, AS NOW LOCATED,
AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 67°54'28" WEST ALONG SAID NORTH
RIGHT-OF-WAY LINE, 101.00 FEET, THENCE NORTH 1°55'32" EAST PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID
SECTION 32, 1295.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION 32; THENCE SOUTH 87°50'14" EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
101.00 FEET TO THE NORTHEAST CORNER OF LOT 2, "ROCK HAVEN RIDGE", A SUBDIVISION OF LAND IN THE CITY OF HARGREAVILLE,
CASS COUNTY, MISSOURI AS PREVIOUSLY PLATTED AND RECORDED IN THE OFFICE OF THE CLERK OF THE COURTS OF CASS COUNTY,
MISSOURI; THENCE NORTH 1°55'32" WEST ALONG THE WEST LINE OF LOTS 1 & 2, OF SAID "ROCK HAVEN RIDGE", 1295.07 FEET TO
THE SOUTHWEST CORNER OF SAID LOT 1, "ROCK HAVEN RIDGE" AND BEING THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING
EASEMENTS AND RESTRICTIONS OF RECORD, CONTAINS 3.00 ACRES, MORE OR LESS.

BEARINGS SHOWN ARE BASED ON THE DEED BEARINGS OF THE TRACT OF LAND DESCRIBED IN BOOK 3148 AT PAGE 661 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

THE SUBJECT PROPERTY IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 29037C0188F, DATED JANUARY 2, 2013.

RECORD TITLE AND EASEMENT INFORMATION HAS BEEN PROVIDED BY COFFEY LAND TITLE, INC., ORDER NUMBER 201492864, DATED AUGUST 14, 2014.

EASEMENT NOTE - EASEMENT GRANTED TO THE CITY OF HARRISONVILLE, MISSOURI OVER THE PREMISES IN QUESTION AS SHOWN BY INSTRUMENT RECORDED MAY 14, 1984 IN BOOK 867 AT PAGE 22.

EASEMENT NOTE -- EASEMENT GRANTED TO THE CITY OF HARRISONVILLE, MISSOURI AS SHOWN BY INSTRUMENT RECORDED SEPTEMBER 12, 1997, IN BOOK 1605 AT PAGE 63.

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 2014.

DAY OF _____, 2014.

STATE OF _____)

COUNTY OF _____ } SS

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2014,

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____

TO ME, PERSONALLY KNOWN TO BE THE SAME PERSON WHO
EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME.
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY
AND YEAR ABOVE WRITTEN.

(SEAL)

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "PET PARADISE". IT SHALL BE SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "PET PARADISE".

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF HARRISONVILLE, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (U.E) OR "STORM DRAINAGE AND UTILITY EASEMENT" (S.D. & U.E).

THE STREETS OR ROADS SHOWN ON THIS PLAT AND NOT ALREADY DEDICATED TO THE PUBLIC ARE HEREBY SO DEDICATED.

THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

THIS PLAT OF "PET PARADISE" HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2014.

PLANNING & ZONING COMMISSION CHAIRMAN

THIS PLAT OF "PET PARADISE" INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE BOARD OF ALDERMAN HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF HARRISONVILLE, MISSOURI, IN THE _____ DAY OF _____, 2014.

(SEAL)

MAYOR: _____

ATTEST: _____

CITY ENGINEER

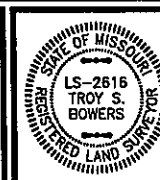
COMMUNITY DEVELOPMENT DIRECTOR

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT THE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER HIS DIRECT SUPERVISION AND SUBDIVIDED AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MAPS FOR PROPERTY BOUNDARY SURVEY. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE.

REVISIONS

Bowers Engineering, Inc.
CIVIL ENGINEERING CONSULTANTS

PROFESSIONAL ENGINEERING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2002003141




TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
NO PLS 2815

DATE: 8-27-4

*Pet Paradise, Lot 1
2404 E Rock Haven Road
Harrisonville, MO 64701
Dr. Rebecca Morrison DVM, Owner/Veterinarian*

JOB NO. 436-14	
DRAWN BY T.B.	DESIGNED BY T.B.
DATE 8/27/14	
SHEET 1 OF	



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: October 17, 2014
SUBJECT: Public Hearing for SUP1405, Special Use Permit for Sporting Supply

Type of Item: *Public Hearing*

Request: Approval of a special use permit for an indoor shooting range.

Location: 1700 W. Mechanic Street

Applicant: Brandon Plunkett - Sporting Supply

Owner: Brandon Plunkett - Sporting Supply

Existing Zoning: "C-2" Service Business District

Adjacent Zoning: North: "M-1" Light Industrial District
 South: "C-2" Service Business District
 West: "C-2" Service Business District
 East: "C-2" Service Business District

NOTE: As part of the process the Board is considering amending Article 6 (Offences Concerning Weapons and Firearms) Section 215.285 (Discharging Air Gun, etc.). City ordinances currently prohibit the discharge of firearms (in any location) within City limits. Consequently, a shooting range would not be allowed.

The applicants are planning on constructing an addition (north side) to their building. A letter (dated August 22, 2014) elaborates on their plans.

CONDITIONS TO BE INCORPORATED INTO THE SPECIAL USE PERMIT:**The Use**

This SUP authorizes the operation of an indoor shooting range (firearms and/or archery).

Ownership

The shooting range use of this property is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicants must re-submit an application for a special use permit to the City prior to the transfer of ownership.

City Ordinances

The applicant shall comply with all City ordinances including, but not limited to, the Building Codes, the Fire Code, ordinances regarding firearms, ordinances regarding noise and the City development ordinances.

Security Plan

The Applicant shall implement a security plan to meet or exceed the recommendations of the Harrisonville Police Department. Such security plan may be amended subject to review and approval by the Applicant and Harrisonville Police Department. Failure by the applicant to comply with the Security Plan may result in the revocation of the Special Use Permit.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from adjacent properties and roadways.

Time Limit

Time Limit = 15 years (*Applicant may reapply for renewal of SUP after expiration*)

Options: The City may:

- Approve the special use permit with the conditions as presented.
- Modify the conditions outlined in the special use permit and then approve the permit.
- Deny the request for special use permit.

Recommendations:

Planning and Zoning Commission: (October 16, 2014)

Approval, contingent upon meeting the above listed conditions.

Staff Recommendation:

Approval, contingent upon meeting the above listed conditions.

I. Discussion Item (ID # 1614)

Public Hearing for SUP1405, Special Use Permit for Sporting Supply

Attachments:

Sporting Supply Attachments (2).BOA 11-3-14 (PDF)

Sporting supply survey (1).BOA 11-3-14 (PDF)



Sporting Supply – 1700 West Mechanic Street – Harrisonville, MO 64701

August 22, 2014

Re: Amendment to City of Harrisonville Code of Ordinances

Mayor Kevin Wood and the Board of Alderman:

Brandon and Heather Plunkett, owners of Sporting Supply, would like to ask that the city code be amended to allow firearms to be fired at approved locations within Harrisonville city limits in regards to using an indoor fire range. We want to build an indoor firearm range at our store location at 1700 W Mechanic St. here in Harrisonville.

This range is going to be a certified range, completely indoor with proper ventilation and sound control. The construction will be double CMU walls pressure filled with grout which meets all range standards. The back stops will be made of a minimum of 3/8ths AR500 steel which exceeds all standards for rifle rounds.

All weapons discharges will be contained inside the indoor range.

Please call or email with any questions or further information you need.

Thank you,

A handwritten signature in blue ink, appearing to read "Heather Plunkett".

Brandon and Heather Plunkett

Sporting Supply

1700 W Mechanic St.

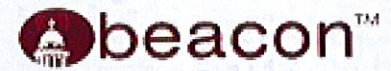
Harrisonville, MO 64701

816-380-2900

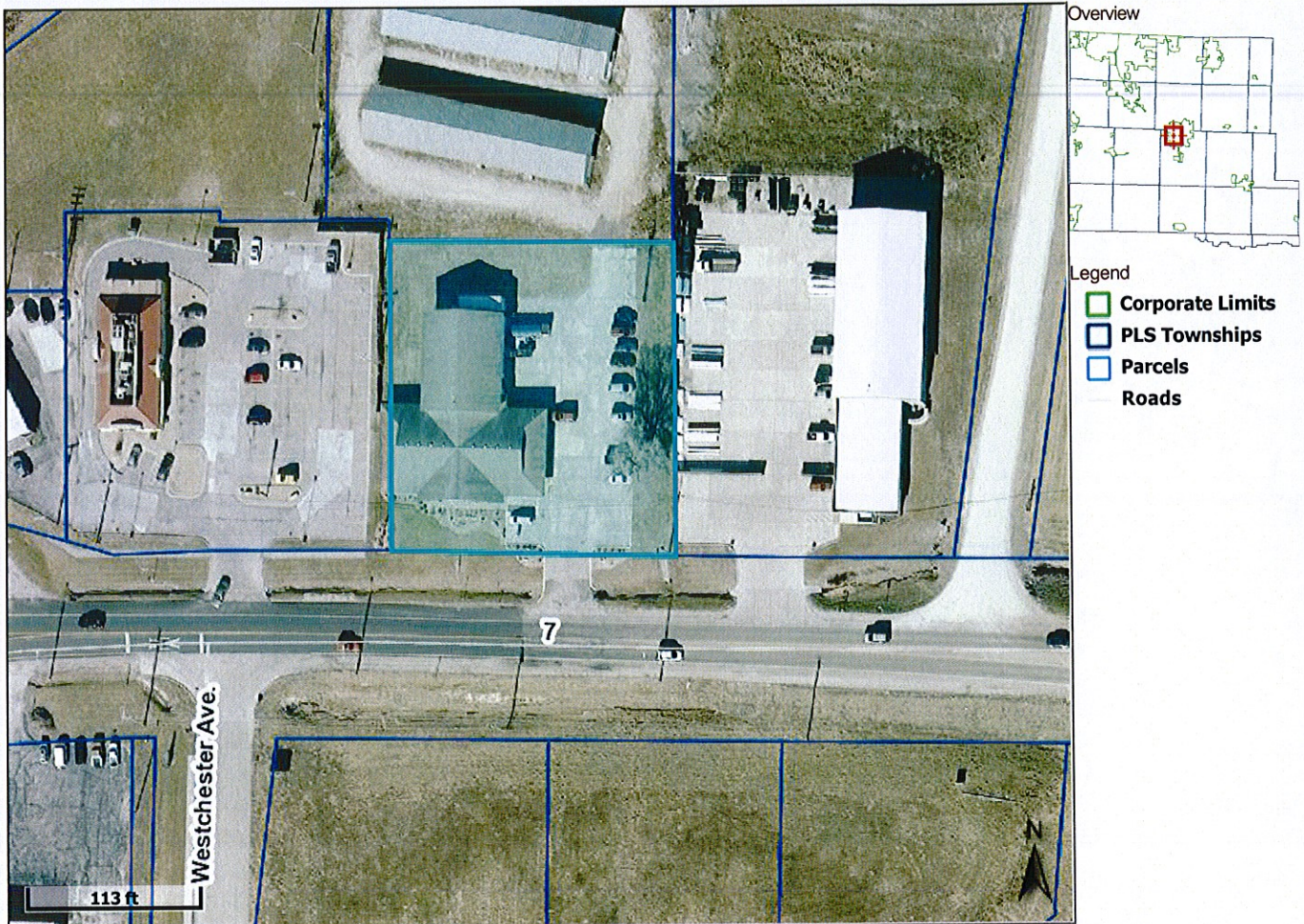
Cell: 660-424-0891

info@sportingsupply.com

Cass County, MO



Date Created: 9/17/2014

**Parcel ID** 13315110000043000**Sec/Twp/Rng** 5-44-31**Property Address** 1700 MECHANIC
HARRISONVILLE**Alternate ID** n/a**Class** Commercial**Acreage** 0.86**Owner Address** PLUNKETT, BRANDON S & HEATHER I
1700 MECHANIC
HARRISONVILLE MO 647010000**District** 5713001**Brief Tax Description** PT W2 LT 5 NESWCR 800 E 60 NTPB EX 186XN202

(Note: Not to be used on legal documents)

Last Data Upload: 9/17/2014 7:08:34 AM

developed by
The Schneider Corporation
www.schneidercorp.com

Plat of Survey

Description:

A TRACT OF LAND DESCRIBED IN BOOK 3616 AT PAGE 263, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE WEST HALF OF LOT 5 OF T-E NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF LOT 5 OF THE NORTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE SOUTH 88°09'42" EAST, 811.27 FEET; THENCE NORTH 01°50'11" EAST, 65.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2, SAID POINT BEING "THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 88°20'12" EAST ALONG SAID RIGHT-OF-WAY LINE, 153.94 FEET; THENCE NORTH 02°10'11" EAST, 189.41 FEET; THENCE NORTH 88°09'49" WEST, 186.58 FEET; THENCE SOUTH 01°50'11" WEST, 200.41 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2; THENCE SOUTH 89°08'34" EAST ALONG SAID RIGHT-OF-WAY LINE, 31.49 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 0.85 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.



SCALE IN FEET
SCALE: 1" = 40'

NOTE: BEARINGS SHOWN ARE BASED ON THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, CONTROL NETWORK.

○ = EXISTING MONUMENT AS NOTED.

● = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED BOWERS SURVEY LLC.

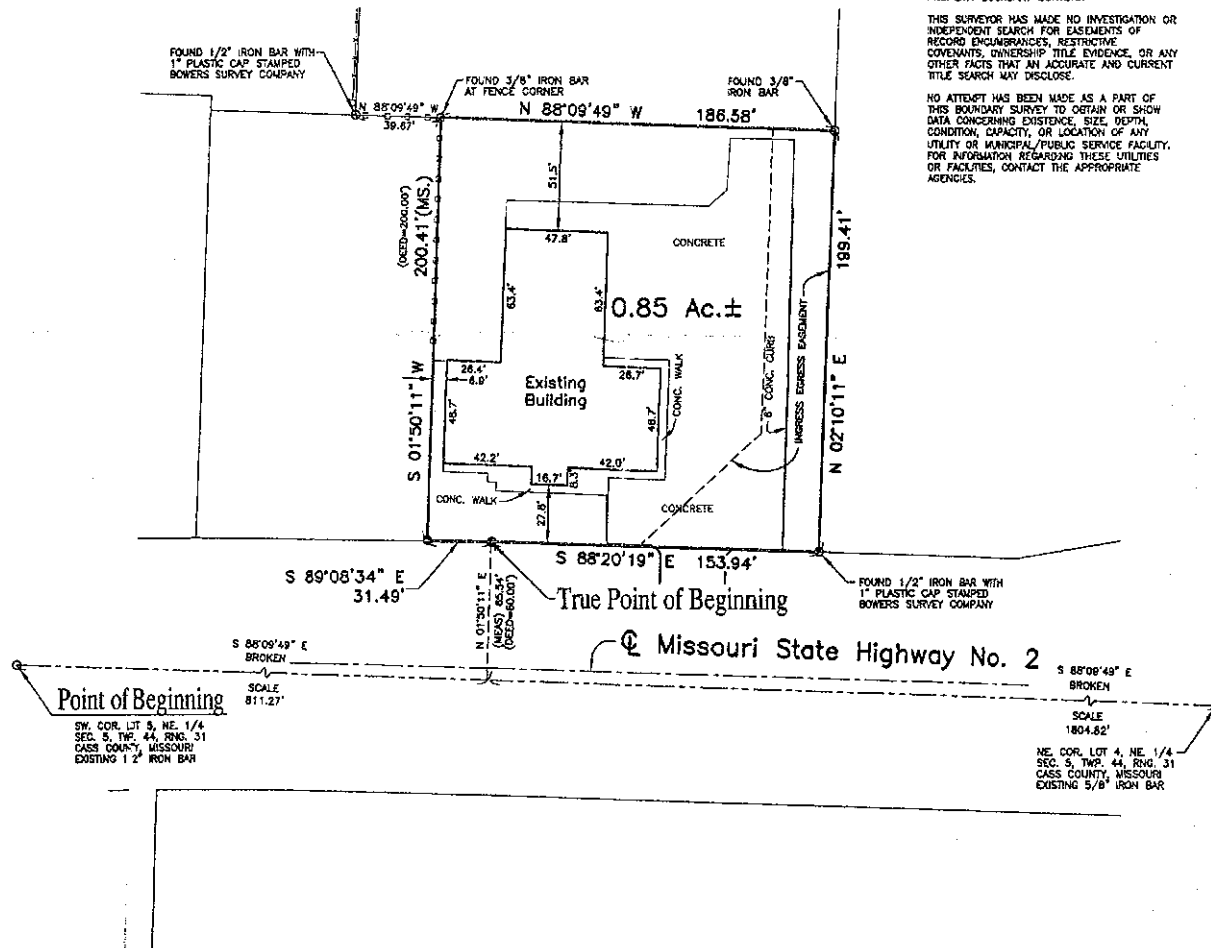
— — — = EXISTING FENCE.

— ○ — = EXISTING BOARD FENCE.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

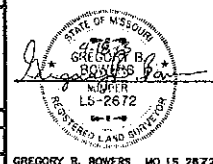
THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.



THIS PLAT OF SURVEY WAS PREPARED FOR THE COMMUNITY BANK OF RAYMORE AND IS EXPRESSLY FOR THEIR USE AND SAID PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY. THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES HE HAS COMPLETED A SURVEY OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

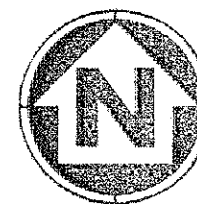
FOR THE COMMUNITY BANK OF RAYMORE				ORDERED BY: MARY FAY	
 BOWERS SURVEY LLC ESTABLISHED 1982 110 SOUTH INDEPENDENCE P.O. BOX 71 HARRISONVILLE, MISSOURI 64701 PHONE (816) 380-4821 bowersurvey@bowersurvey.com					
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	JOB NO.
5	44	31	CASS	MISSOURI	4/18/13 20608-13
DRAWING NO. 20608.DWG			DRAWN BY: RB		CHECKED BY:



Plat of Survey

Description:

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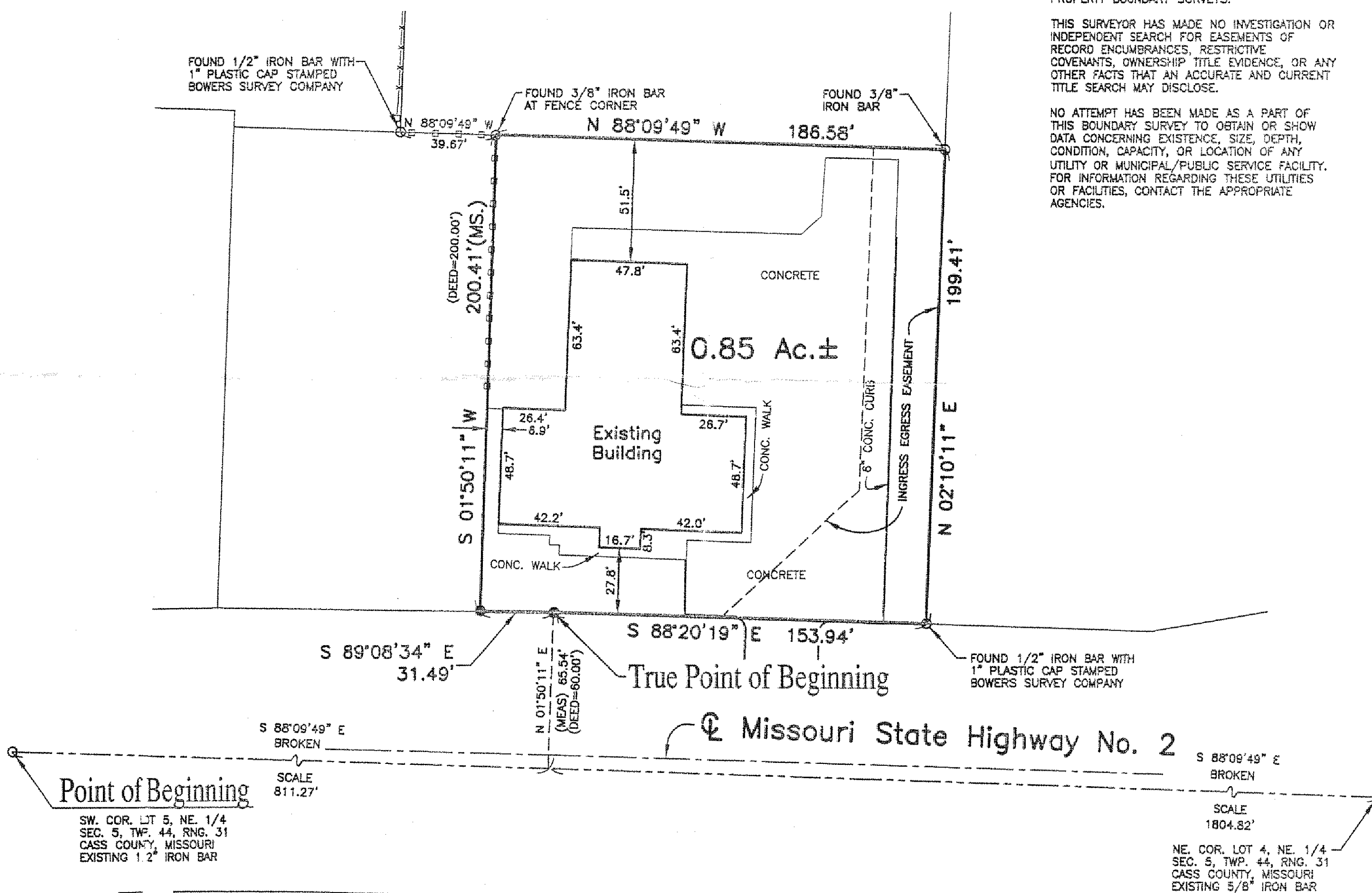
—x— = EXISTING FENCE.

—□— = EXISTING BOARD FENCE.

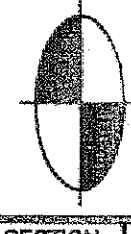
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FOR: THE COMMUNITY BANK OF RAYMORE				ORDERED BY: MARY FAY		
 BOWERS SURVEY LLC ESTABLISHED 1982 110 SOUTH INDEPENDENCE P.O. BOX 71 HARRISONVILLE, MISSOURI 64701 PHONE (816) 380-4821 bowersurvey@comcast.net						
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
5	44	31	CASS	MISSOURI	4/18/13	20696-13
DRAWING NO.		20696F.DWG		DRAWN BY:		RB
		CHECKED BY:		GREGORY B. BOWERS MO LS 2672		



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: October 17, 2014
SUBJECT: Ordinance for SUP1405 Special Use Permit for Sporting Supply

Type of Item: *Approval*

Council Bill No. 088**Ordinance No.**

**AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI,
GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF
ESTABLISHING AN INDOOR SHOOTING RANGE LOCATED AT 1700 W.
MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo (1986) and the Harrisonville City Code, with said hearing being held October 16, 2014, the Commission has submitted its recommendation of approval contingent upon meeting the conditions as outlined in this Special Use Permit to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on November 3, 2014; and

WHEREAS, the legal description of the property is as follows:

A Tract of land described in Book 3616 at Page 263, in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the West half of Lot 5 of the Northeast Quarter of Section 5, Township 44, Range 31, Cass County, Missouri, more particularly described as follows: From the Southwest Corner of Lot 5 of the Northeast Quarter of Section 5, aforesaid, run thence South 88°09'49" East, 811.27 feet; thence North 01°50'11" East, 65.54 feet to a point on the Northerly right-of-way line of Missouri State Highway No. 2, said point being the True Point of Beginning of the Tract to be described; thence South 88°20'19" East along said right-of-way line, 153.94 feet; thence North 02°10'11" East, 199.41 feet; thence North 88°09'49" West, 186.58 feet; thence South 01°50'11" West, 200.41 feet to a point on said Northerly right-of-way line of Missouri State Highway No. 2; thence South 89°08'34" East along said right-of-way line, 31.49 feet to the True Point of Beginning. Contains 0.85 acres, more or less, subject to any existing easements.

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

Section 1. A special use permit for the purpose of establishing an indoor shooting range located at 1700 W. Mechanic Street, contingent upon the following:

The Use

This SUP authorizes the operation of an indoor shooting range (firearms and/or archery).

Ownership

The shooting range use of this property is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicants must re-submit an application for a special use permit to the City prior to the transfer of ownership.

City Ordinances

The applicant shall comply with all City ordinances including, but not limited to, the Building Codes, the Fire Code, ordinances regarding firearms, ordinances regarding noise and the City development ordinances.

Security Plan

The Applicant shall implement a security plan to meet or exceed the recommendations of the Harrisonville Police Department. Such security plan may be amended subject to review and approval by the Applicant and Harrisonville Police Department. Failure by the applicant to comply with the Security Plan may result in the revocation of the Special Use Permit.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from adjacent properties and roadways.

Time Limit

Time Limit = 15 years (*Applicant may reapply for renewal of SUP after expiration*)

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ ONE TIME BY TITLE ONLY ON NOVEMBER 3, 2014. READ FOR A SECOND TIME BY TITLE ONLY ON NOVEMBER 3, 2014 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 3RD DAY OF NOVEMBER, 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 3rd day of November 2014.



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: October 17, 2014
SUBJECT: Public Hearing for SUP1408 Special Use Permit of Russell & Lynne Calvin for Rusty's Upholstery

Type of Item: *Public Hearing*

Request: Approval of a special use permit for an accessory use (Upholstery Business) on a lot zoned "R-1" Single Family Residential.

Location: 1007 W. Washington

Applicant: Russell and Lynne Calvin

Owner: Russell and Lynne Calvin

Existing Zoning: "R-1" Single Family Residential

Adjacent Zoning: North: "R-1" Single Family Residential
 South: "C-2" Service Business District (Retail)
 West: "C-2" Service Business District (Dairy Queen)
 East: "R-1" Single Family Residential

The applicant received a special use permit for an upholstery business in 2001. After the City approved the permit, they had not obtained a business license and the permit expired. However, staff had just learned that the applicant had been operating a business since 2001. Therefore, to come into compliance with City ordinances, an application for special use permit had been submitted. It should be noted that staff is not aware of any complaints regarding the upholstery business.

The subject property is adjacent to two existing commercial sites and two adjacent residential properties. Therefore, being in a transition area, staff has concluded that this residential use/commercial accessory use would be appropriate for the subject property.

CONDITIONS TO BE INCORPORATED INTO THE SPECIAL USE PERMIT:**The Use**

This SUP authorizes the operation of an upholstery business only. No retail sales of furniture shall be allowed.

Driveway & Parking Areas

The driveway and parking area must be paved to meet or exceed City Standards. No on-street parking will be permitted.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from the residential properties in such a way as not to interfere with the residential uses.

Façade

The façade on the accessory building must match the façade used on the proposed residential structure.

Storage

No merchandise, equipment, or material shall be stored or displayed outside of the accessory building. Furthermore, all work shall be conducted inside the building.

Screening of Dumpster

The dumpster shall be located either on the south or west side of the subject property. Said dumpster shall be 100% screened from view with a fence.

Employees

No employee, other than an immediate member of the family household, shall perform their job-related duties on the subject property.

Ownership

The upholstery business use of this property is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Expansion of Facilities

No portion of the accessory building used for the upholstery business shall be extended, expanded, or enlarged (past 900 square feet). No portion of the site shall be developed upon and/or altered to cover additional land area unless it is solely used as part of the residential use.

(NOTE: The initial application in 2001 included provisions for an accessory building to be used for the business. Although this building was never constructed, staff kept the same stipulations in the ordinance to allow for the accessory building if the applicant wishes to construct it in the future.)

Options:

The City may:

- Approve the special use permit with the conditions as presented.
- Modify the conditions outlined in the special use permit and then approve the permit.
- Deny the request for special use permit.

Recommendations:

Planning and Zoning Commission: (October 16, 2014)

Approval with no time limit.

Staff Recommendation:

Approval, contingent upon meeting the above listed conditions.

K. Discussion Item (ID # 1619)

Public Hearing for SUP1408 Special Use Permit of Russell & Lynne Calvin for Rusty's Upholstery, located at 1007 W. Washington

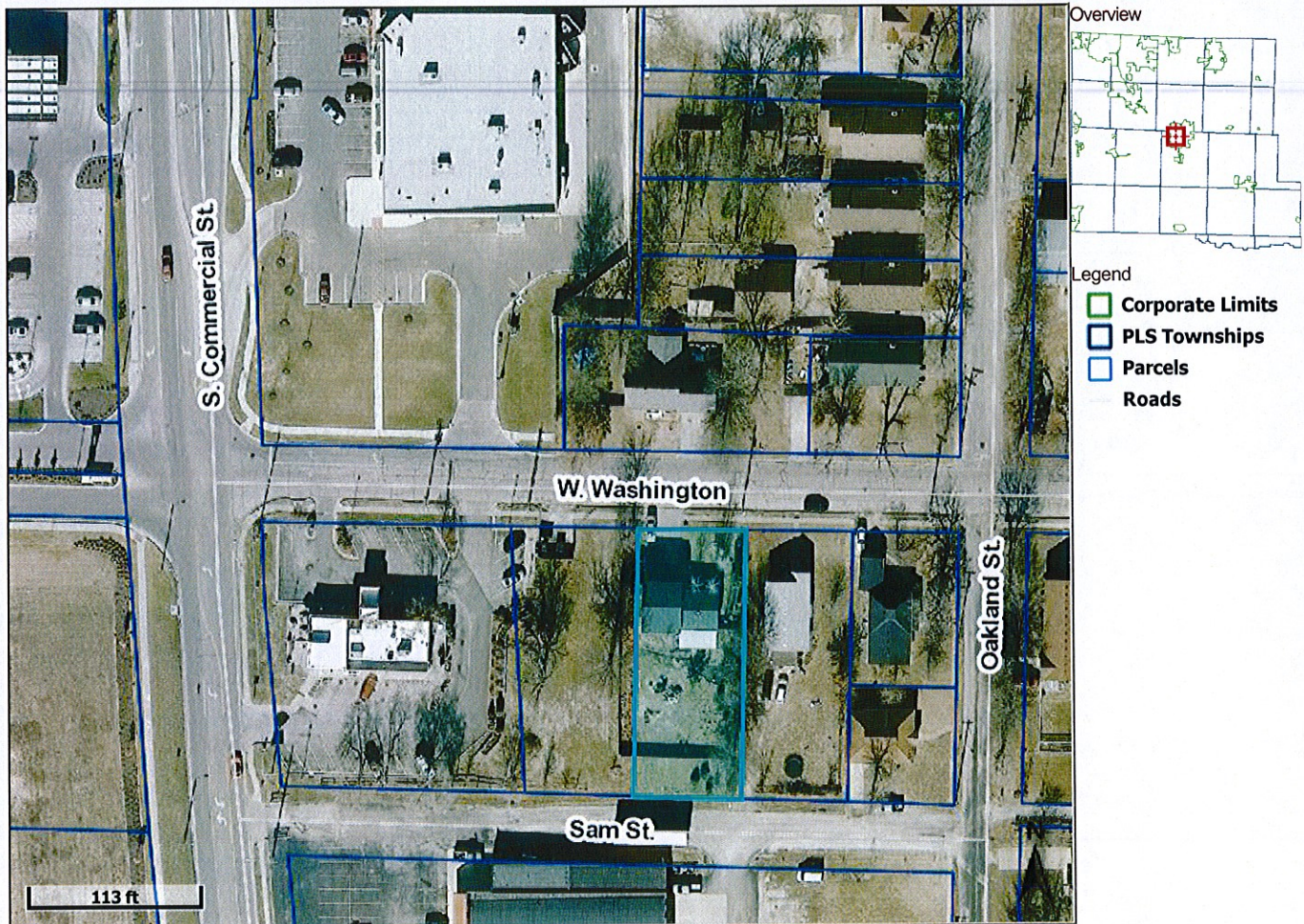
Attachments:

Calvin Upholstery SUP Attachments (1).BOA 11-3-14 (PDF)

Cass County, MO



Date Created: 9/26/2014



Parcel ID 133151401000025000
Sec/Twp/Rng 5-44-31
Property Address 1007 W WASHINGTON
 HARRISONVILLE

Alternate ID n/a
Class Residential
Acreage 0.27

Owner Address CALVIN, RUSSELL & LYNNE
 1007 W WASHINGTON
 HARRISONVILLE MO 647010000

District 5713001
Brief Tax Description CHRISTOPHERS ADD LOT 21
 (Note: Not to be used on legal documents)

Last Data Upload: 9/26/2014 1:21:53 AM



developed by
 The Schneider Corporation
www.schneidercorp.com

BILL: 045

ORDINANCE: 2711 (29-01)

"AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF ESTABLISHING AN UPHOLSTERY BUSINESS LOCATED AT 1007 W. WASHINGTON IN HARRISONVILLE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo(1986) and the Harrisonville City Code, with said hearing being held May 17, 2001, the Commission has submitted its recommendation of approval to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on June 18, 2001; and

WHEREAS, the property's current zoning use being that of "R-1" Single Family Residential provides for the issuance of a Special Use Permit for this application.

WHEREAS, the legal description of the property is as follows: Lot 21, Christopher Addition, a subdivision in Harrisonville, Cass County, Missouri.

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

Section 1.

A special use permit for the purpose of establishing an upholstery business at the location of 1007 W. Washington, Harrisonville, Missouri, is hereby granted with the following conditions:

- A. **Time Limit:**
This Special Use Permit will expire five (5) years after date of acceptance. At that time the applicant may apply for renewal of the permit.
- B. **Use:**
This SUP authorizes the operation of an upholstery business only. No retail sales of furniture shall be allowed.
- C. **Driveway & Parking Areas:**
The driveway and parking area must be paved to meet or exceed City Standards. No on-street parking will be permitted.
- D. **Lighting:**
Any lighting used to illuminate the parking area or the building shall be directed away from the residential properties in such a way as not to interfere with the residential uses.
- E. **Façade:**
The façade on the accessory building must match the façade used on the proposed residential structure.

- F. Storage:
No merchandise, equipment, or material shall be stored or displayed outside of the accessory building. Furthermore, all work shall be conducted inside the building.
- G. Screening of Dumpster:
The dumpster shall be located either on the south or west side of the subject property. Said dumpster shall be 100% screened from view with a fence.
- H. Employees:
No employee, other than an immediate member of the family household, shall perform their job-related duties on the subject property.
- I. Ownership:
The upholstery business use of this property is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.
- J. Expansion of Facilities:
No portion of the accessory building used for the upholstery business shall be extended, expanded, or enlarged (past 900 square feet). No portion of the site shall be developed upon and/or altered to cover additional land area unless it is solely used as part of the residential use.

Section 2.

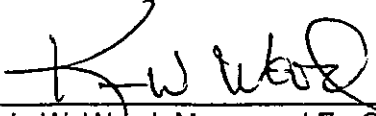
Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3.

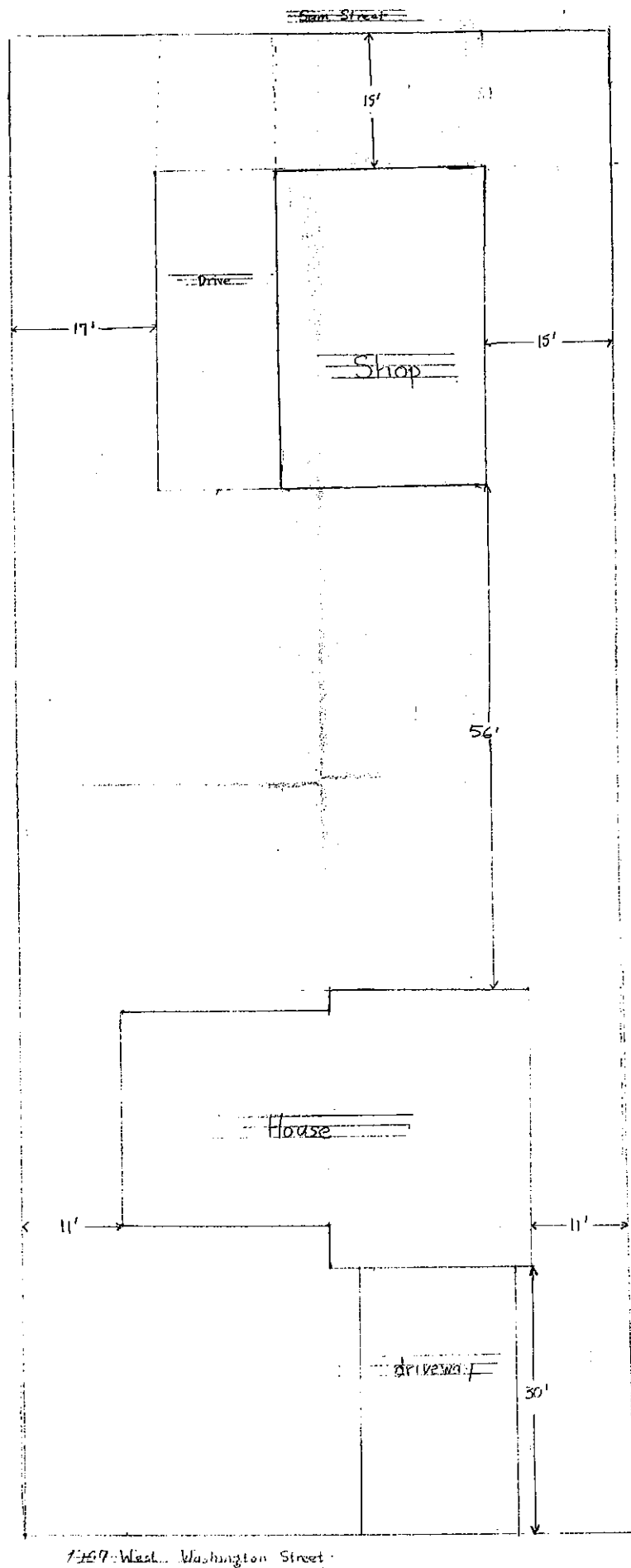
Effective Date. This ordinance shall become effective immediately upon its passage and approval.

READ TWO TIMES BY TITLE ONLY ON JUNE 18, 2001, AND PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THE 18TH DAY OF JUNE 2001.


Debra Goss, Deputy City Clerk


Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

APPROVED by the Mayor this 18th day of June 2001.



FEE: \$50
 REC'D BY: AK
 (STAFF USE ONLY)

**APPLICATION
 FOR
 SPECIAL USE PERMIT
 CITY OF HARRISONVILLE**
 PLEASE PRINT

CASE NO.: SUP- 1407
 PC DATE: 10/16/14
 (STAFF USE ONLY)

REQUESTED SPECIAL USE PERMIT FOR: Rusty's Upholstery
 GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: (Next to Dairy Queen)
1007 W. Washington St. Harrisonville, MO 64701
 LEGAL DESCRIPTION: Christopher's Addition Lot #21

 _____ ACRES/SQ. FT.: _____
 CURRENT ZONING ON PROPERTY: _____ CURRENT LAND USE: _____

PROPERTY OWNER'S NAME(S): Russell J. & Lynne E. Calvin PHONE: 816-809-2005
 COMPANY: Rusty's Upholstery FAX: N/A
 MAILING ADDRESS: 1007 W. Washington St. Harrisonville, MO 64701
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: lynnecalvine@gmail.com

APPLICANT/AGENT'S NAME(S): Russell & Lynne E. Calvin PHONE: 816-809-2005
 COMPANY: Rusty's Upholstery FAX: N/A
 MAILING ADDRESS: 1007 W. Washington St. Harrisonville, MO 64701
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: lynnecalvine@gmail.com

ENGINEER/ARCHITECT'S NAME(S): N/A PHONE: _____
 COMPANY: _____ FAX: _____
 MAILING ADDRESS: _____
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: _____

NOTE: *It is recommended that the applicant schedule a meeting with city staff prior to the submission of an application. An application will not be considered complete until all required material has been submitted. The Planning and Zoning Commission meeting will not be scheduled until the application is complete. It is the applicant's responsibility to obtain a copy of the agenda, staff report and staff recommendation prior to the scheduled meeting. It is the applicant's responsibility to be familiar with the applicable city land use ordinances and requirements prior to the submission of the application. See attached material for examples and instructions.*

SIGNATURE OF OWNER OR AGENT: _____

NOTE: IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION

SEP 11 2014

CITY OF HARRISONVILLE

CL# 7050



P.O. Box 208
Harrisonville, MO 64701
816-380-3445

201492946

Planning and Zoning Commission

TRACT FOR WHICH REZONING IS REQUESTED:

Lot 21, CHRISTOPHER'S ADDITION, to the City of Harrisonville, Cass County, Missouri, according to the recorded Plat thereof.

Owner: Russell Calvin and Lynne Calvin, husband and wife

Prepared For: Lynne Calvin
1007 W. Washington
Harrisonville, MO 64701

To whom it may concern:

An examination of the records of the Recorder of Deeds of Cass County, Missouri, indicates that the owners of the property adjacent to and within 200 feet of above-captioned are as listed below. As an accommodation to you, we have provided address as they appear in the County Tax Rolls:

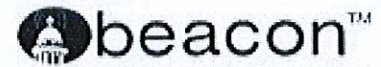
- ✓ 1. Josie Partners LLC % Walgreens #12778
P. O. Box 1159
Deerfield, IL 60015
- ✓ 2. John T. and Rose M. Amos
1006 W. Washington
Harrisonville, MO 64701

- ✓ 3. Susan Clark Collins
502 S. Oakland
Harrisonville, MO 64701
- ✓ 4. Rebecca Gaines
504 S. Oakland
Harrisonville, MO 64701
- ✓ 5. Randy L. and Teresa Jo Littrell
506 S. Oakland
Harrisonville, MO 64701
- ✓ 6. Larry B. Atkinson
904 W. Washington
Harrisonville, MO 64701
- ✓ 7. Larry M. and Barbara L. Brizandine
907 W. Washington
Harrisonville, MO 64701
- ✓ 8. Branstine Irrevocable Trust
701 S. Oakland
Harrisonville, MO 64701
- ✓ 9. Dale W. and Shirley A. Phillips
13175 NE County Rd. 5004
Montrose, MO 64770
- ✓ 10. Rick G. and Debbie L. Linder
10708 East 267th
Freeman, MO 64746
- ✓ 11. Danny R. Roberts, Jr.
23724 S. State Route EE
Harrisonville, MO 64701
- ✓ 12. Thomas Group-Harrisonville Inc.
1917 SW Sage Canyon Rd.
Lee's Summit MO 64082
- ✓ 13. Thomas Group-Harrisonville Inc.
701 S. Commercial St.
Harrisonville, MO 64701

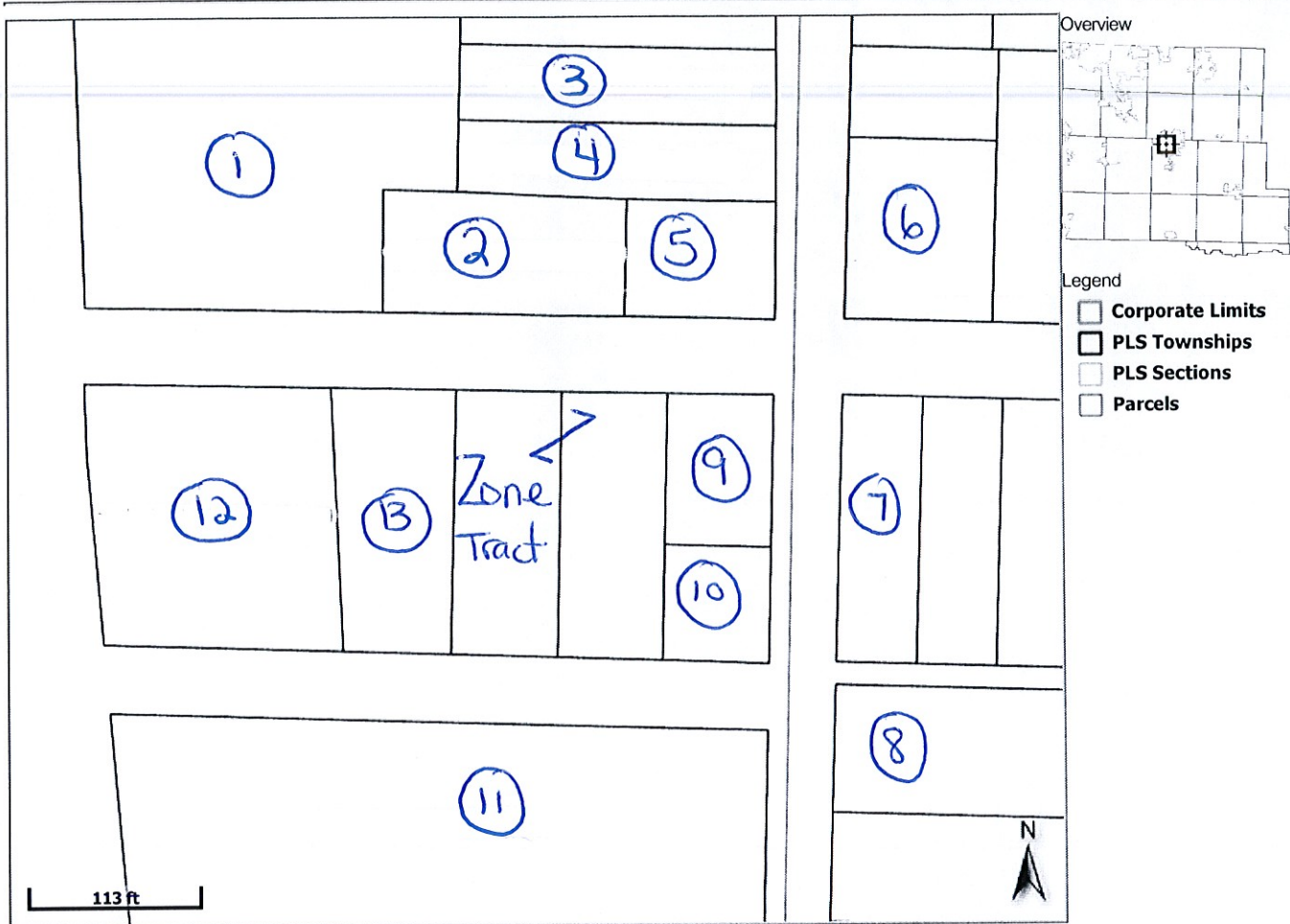
Coffelt Land Title, Inc.



Cass County, MO



Date Created: 8/27/2014



Overview

Legend

- ☐ Corporate Limits
- ☐ PLS Townships
- ☐ PLS Sections
- ☐ Parcels

Parcel ID 132141302000015000

Sec/Twp/Rng 4-44-31

Property Address 902 W MECHANIC
HARRISONVILLE

Alternate ID n/a

Class Residential

Acreage 1.52

Owner Address HARRISONVILLE INVESTMENT GROUP INC
PO BOX 309
HARRISONVILLE MO 64701-0309

District 5713001

Brief Tax Description PT W2 LT 4&5 NW; BG827"W NW CR BLK 213; W239'X S353'
(Note: Not to be used on legal documents)

Last Data Upload: 8/27/2014 1:27:07 AM

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The Schneider Corporation
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STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: October 17, 2014
SUBJECT: Ordinance for SUP1408 Special Use Permit of Russell & Lynne Calvin for Rusty's Upholstery

Type of Item: *Approval*

Council Bill No. 089**Ordinance No.**

**AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI,
GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF
ESTABLISHING AN UPHOLSTERY BUSINESS LOCATED AT 1007 W.
WASHINGTON IN HARRISONVILLE, CASS COUNTY, MISSOURI.**

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo (1986) and the Harrisonville City Code, with said hearing being held October 16, 2014, the Commission has submitted its recommendation of approval contingent upon meeting the conditions as outlined in this Special Use Permit to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on November 3, 2014; and

WHEREAS, the legal description of the property is as follows: Lot 21, Christopher Addition, a subdivision in Harrisonville, Cass County, Missouri.

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

Section 1. A special use permit for the purpose of establishing an upholstery business located at 1007 W. Washington, contingent upon the following:

The Use

This SUP authorizes the operation of an upholstery business only. No retail sales of furniture shall be allowed.

Driveway & Parking Areas

The driveway and parking area must be paved to meet or exceed city standards. No on-street parking will be permitted.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from the residential properties in such a way as not to interfere with the residential uses.

Façade

The façade on the accessory building must match the façade used on the proposed residential structure.

Storage

No merchandise, equipment, or material shall be stored or displayed outside of the accessory building. Furthermore, all work shall be conducted inside the building.

Screening of Dumpster

The dumpster shall be located either on the south or west side of the subject property. Said dumpster shall be 100% screened from view with a fence.

Employees

No employee, other than an immediate member of the family household, shall perform their job-related duties on the subject property.

Ownership

The upholstery business use of this property is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Expansion of Facilities

No portion of the accessory building used for the upholstery business shall be extended, expanded, or enlarged (past 900 square feet). No portion of the site shall be developed upon and/or altered to cover additional land area unless it is solely used as part of the residential use.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ ONE TIME BY TITLE ONLY ON NOVEMBER 3, 2014. READ FOR A SECOND TIME BY TITLE ONLY ON NOVEMBER 3, 2014 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 3RD DAY OF NOVEMBER, 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 3rd day of November 2014.