



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
SEPTEMBER 18, 2017
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Sep 5, 2017 7:00 PM**
- 6. Agenda Items**
 - A. Special Event Permit: Rocked World Event Permit (#2)**
 - B. Special Event Permit: Trunk or Treat 2017**
 - C. Storm Easement Yard Work**
 - D. Council Bill 63: A Resolution of the Board of Aldermen Authorizing the City Administrator to Enter into an agreement with Midwest Heavy Construction, LLC to construct a sidewalk along Jefferson Parkway in an amount not to exceed \$185,521.70**
 - E. Council Bill 64: An Ordinance approving an agreement for Police Services between the City of Harrisonville and the Harrisonville Cass R-IX School District, authorizing the City Administrator to sign the agreement and establishing an effective date.**
 - F. Council Bill 65: An Ordinance Authorizing a Variance for the Developer of the Harrisonville Villas a Variance of the Approved Subdivision Plat By not Requiring Timber Drive to Extend to the West Property Line**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**

- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 14th day of September 2017

Randall K. Jones, 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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
SEPTEMBER 5, 2017
7:00 PM

1. **Call to Order & Pledge of Allegiance**
2. **Roll Call**

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were: City Attorney John Fairfield, Finance Director Marcella McCoy, Police Chief John Hofer and City Clerk Randall Jones Recording.

3. **Ceremonial Matters**

None

4. **Public Participation**

None

5. **Approval of Minutes**

A. Board of Aldermen - Regular Meeting - Aug 21, 2017 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Bowman, Long, Dickerson, Turner, Milner, Reece, Bockelman

Minutes Acceptance: Minutes of Sep 5, 2017 7:00 PM (Approval of Minutes)

B. Minutes of Aug. 21, 2017 Executive Session

Motion by Alderman Dickerson and second by Alderman Long to accept. Motion carried with voice vote.

6. Agenda Items**A. Special Event Permit: HHS Homecoming Parade**

Motion to approve as amended changing parade to start and end at Park. Motion carried with voice vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Bowman, Long, Dickerson, Turner, Milner, Reece, Bockelman

B. Special Event Permit: HHS Foundation 5 K

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Bowman, Long, Dickerson, Turner, Milner, Reece, Bockelman

C. TDD Appointment

RESULT:	APPROVED [6 TO 0]
MOVER:	Matt Turner, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Bowman, Long, Turner, Milner, Reece, Bockelman
ABSTAIN:	David Dickerson

D. Board Appointments

Alderman Bowman inquired about the absence of applications from Virgil Butler and Chuck Jones and about voting individually on appointments. Mayor Hasek said did not have application from these two because they both already serve on other City Boards.

Alderman Reece asked for a definition of the TIF Commission to which Attorney Fairfield gave explanation of its purpose.

Alderman Bowman read description of TIF Commission.

Alderman Milner voiced concern over those that voiced dislike for TIF being appointed to Commission.

Alderman Dickerson stated they should vote on complete listing and not individually.

Motion by Alderman Dickerson and second by Alderman Long to appoint Morris Coburn, Dorothy Young, Lester Unruh, Virgil Butler, Chuck Jones and Chris O'Connell to the TIF Commission. Motion carried with 4 ayes and 3 nays.

Motion by Alderman Dickerson and second by Alderman Turner to appoint Cheryl Bush and Dorothy Young to the Planning & Zoning Commission. Motion carried with all ayes.

Motion by Alderman Turner and second by Alderman Milner to appoint Chris O'Connell to Board of Zoning Adjustment. Motion carried with all ayes.

Minutes Acceptance: Minutes of Sep 5, 2017 7:00 PM (Approval of Minutes)

Motion by Alderman Milner and second by Alderman Turner to appoint Laura Frees to Park Board. Motion carried with all ayes.

RESULT:	APPROVED [4 TO 3]
MOVER:	David Dickerson, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Clint Long, David Dickerson, Matt Turner, Brad Bockelman
NAYS:	Judy Bowman, Marcia Milner, Judy Reece

E. Discussion: Reduce Electric Rates for Flood Victims

Prior to the meeting, Mayor Hasek and Administrator Welch discussed this matter and did not recommend. Alderman Dickerson and Alderman Milner stated that it happened once before and was denied due to an ordinance that is already in place.

RESULT:	WITHDRAWN
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7. Aldermen and Committee Reports

Alderman Bowman recognized the first day of duty for our new canine officer Uxo. She extended a thank you to the community for support and thank you to Chief Hofer for putting it all together.

Alderman Turner reminded about brush drop off Saturday, September 9th.

8. Report from the City Administrator

Absent

9. Report from the Mayor

Attorney Fairfield said would probably need an executive session next meeting to finalize SRO contract. City will have an extension agreement in the interim. Chief Hofer stated SRO will be attending DARE training for two weeks.

Mayor Hasek gave reminder about MML Convention next week.

10. Adjourn From Regular Session

Motion by Alderman Dickerson and second by Alderman Milner to adjourn at 7:30 p.m. Motion carried.

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

Minutes Acceptance: Minutes of Sep 5, 2017 7:00 PM (Approval of Minutes)

Regular Meeting**Tuesday, September 5, 2017****7:00 PM**

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Sep 5, 2017 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 12, 2017
SUBJECT: Rocked World Event Permit (#2)

Type of Item: *Approval*

Issue: The applicant, Robin Hasenyager, of Rocked World/Heart of Life-The Vault has requested permission to host an event of the historic Harrisonville square on Friday October 27, 2017 and Saturday October 28, 2017 from 5:00 pm until 10:30 pm.

Background: This event was held earlier this year on the Harrisonville square without incident. The applicant would like Pearl Street closed to vehicular traffic between Lexington Street and Independence Street. Additionally, this time they have requested that Wall Street be blocked from Lexington Street to Marler Street. The Vault is owned and operated by Heart of Life Church and operates out of the old County Club Bank building. The applicant is anticipating a crowd size of approximately 150 each night for the event and will be hosting a walking drama event for teens.

Recommendation: Similar event held previously did not receive any complaints or concerns so staff is recommending approval for this event.

Attached:

Special Event Permit

Letter

A. Action Item (ID # 2639)

Special Event Permit: Rocked World Event Permit (#2)

Attachments:

Rocked World 2017 (#2) (PDF)

SPECIAL EVENTS APPLICATION

A. **FILING PERIOD:** An application for an event permit shall be filed not less than seven (7) days prior to the meeting of the Board of Alderman at time applicant desires the issuance of a permit. Applicant must realize that, dependent upon the nature of the event and the scope of services being required of the City, the Board of Alderman may require additional time to review the permit application.

B. **CONTENTS:** The application for an event permit shall set forth the following information.

1. Organization: Rocked World
2. Name of Applicant: Robin Hasenyager
 Address: 25315 S. State Rt K Harrisonville, MO 64701
 Cell: 816-258-3490 Phone: Cell:
3. Purpose of Event: Walk Thru Drama - Please see attachment.
4. Proposed date(s) and time(s) of Event: October 27 + 28
5:00 - 10:30 each evening
5. Location(s) where event will be held: In different buildings around the
Square
6. Anticipated crowd size: 150 each night - but crowd will be spread
out throughout the evening. Not all at one time
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: requesting Pearl street to be closed each
evening @ 5:00 between Lexington + Independence. Traffic flow on
Lexington + Independence will not be blocked.

APPROVED this _____ day of _____, 20 _____

Chief of Police

City Clerk

Attachment: Rocked World 2017 (#2) (Rocked World Event Permit (#2))



The event proposed for October 27th and 28th is a "walk thru" drama followed up with fun attractions geared towards junior high students and older. The drama portion will consist of scenes set up in different buildings around the square. Tour groups of 10-20 will be led from scene to scene by a tour guide. There will also be 2 other adults in each group to maintain control. This is very structured. After the last scene, the guests will then be released to enjoy the other attractions. A new tour will begin every 15-20 minutes throughout the evening. Other attractions could include food, games, music, etc. We have not made a final decision on what that will be.

We are requesting to have Pearl Street blocked from Lexington to Independence each evening from 5-10:30 without blocking the flow of traffic on Lexington or Independence. We would set up our attractions on Pearl Street. In addition to this street closing, if possible, could we close Wall Street from Lexington to Marlar Lane. We can work around this if not possible.

We will have about 20 people (depending on the number of reservations we get) posted around the square to monitor the event and assist with street crossing etc.

We will do the cleanup ourselves and not expect city employees to do this.

In the past we have had approximately 300 in attendance plus staff. Not all will be in attendance at the same time as they schedule their tours throughout the evening.

If you have any other questions, I can be reached at 816-258-3490.

Sincerely,

Robin Hasenyager



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 12, 2017
SUBJECT: Trunk or Treat 2017

Type of Item: *Approval*

Issue: The Harrisonville Rotary has requested permission to host a “Trunk or Treat” event on the historic Harrisonville square on October 29th, 2017 from 2:00 pm through 5:00 pm. The actual event will be from 3:00 pm until 5:00 pm and they are requesting the extra hour from 2:00 pm until 3:00 pm for set-up.

Background: This event has been held the last five years on the square without any noted problems, complaints, or concerns. This event has become very popular and continues to grow each year. This is a joint project of the Harrisonville Rotary Club and the City of Harrisonville Parks and Recreation.

Do to the larger number of children crossing the street the square will be blocked off in it entirety to vehicular traffic. In speaking with the applicant there is no requested City services other than the use of the square area and required street blockage equipment. The Street Dept. will have staff on hand to set up and tear down the necessary barricades. The estimated cost for staff to complete this task is \$250 for this event. The necessary insurance has been provided by the City in the past.

Recommendation: Since there have been no noted concerns or complaints regarding previous events staff recommends approval for this event. If you have any questions or concerns regarding this event please feel free to contact me at the office.

B. Action Item (ID # 2638)

Special Event Permit: Trunk or Treat 2017

Attachments:

Trunk or Treat 2017 (PDF)

SPECIAL EVENTS APPLICATION

FILING PERIOD An application for an event permit shall be filed not less than seven (7) days prior to the meeting of the Board of Aldermen at which applicant desires the issuance of a permit. Applicant must realize that, dependent upon the nature of the event and the scope of services being requested of the City, the Board of Aldermen may require additional time to review the permit application.

B. CONTENTS: The application for an event permit shall set forth the following information.

1. Organization: Harrisonville Rotary Club
2. Name of Applicant: Jul Flier
 Address: 601 E Pearl
 Phone: (816) 738-1055 Cell: (same)
3. Purpose of Event: Communitywide Trunk-or-Treat
4. Proposed date(s) and time(s) of Event: Sunday, Oct. 29
3:5 pm
5. Location(s) where event will be held: Harrisonville Square
6. Anticipated crowd size: 1,000
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: This is a joint project of the
Rotary Club + Harrisonville Parks + Rec.
This is the 10th year for the event.

APPROVED this _____ day of _____, 20 ____

 Chief of Police

 City Clerk

Attachment: Trunk or Treat 2017 (Trunk or Treat 2017)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: August 24, 2017
SUBJECT: Storm Easement Yard Work

Type of Item: *Approval*

The houses at 207 Meghan & 208 Morningview have a storm inlet in the rear yard that collects the neighboring water during storms. In the last two rain events (July and August) the basements flooded due to immense ponding of the water in the back yard (up to 4 feet deep). We have looked at the situation and believe we can relieve some of that overflow amount by re-grading the utility easement from the back yard west to Meghan St. This will give the water an outlet over land to run and keep it from pooling so high, forcing water in the basements. Cost estimate to contract the work is around \$6,000. It will take a day to complete the work.

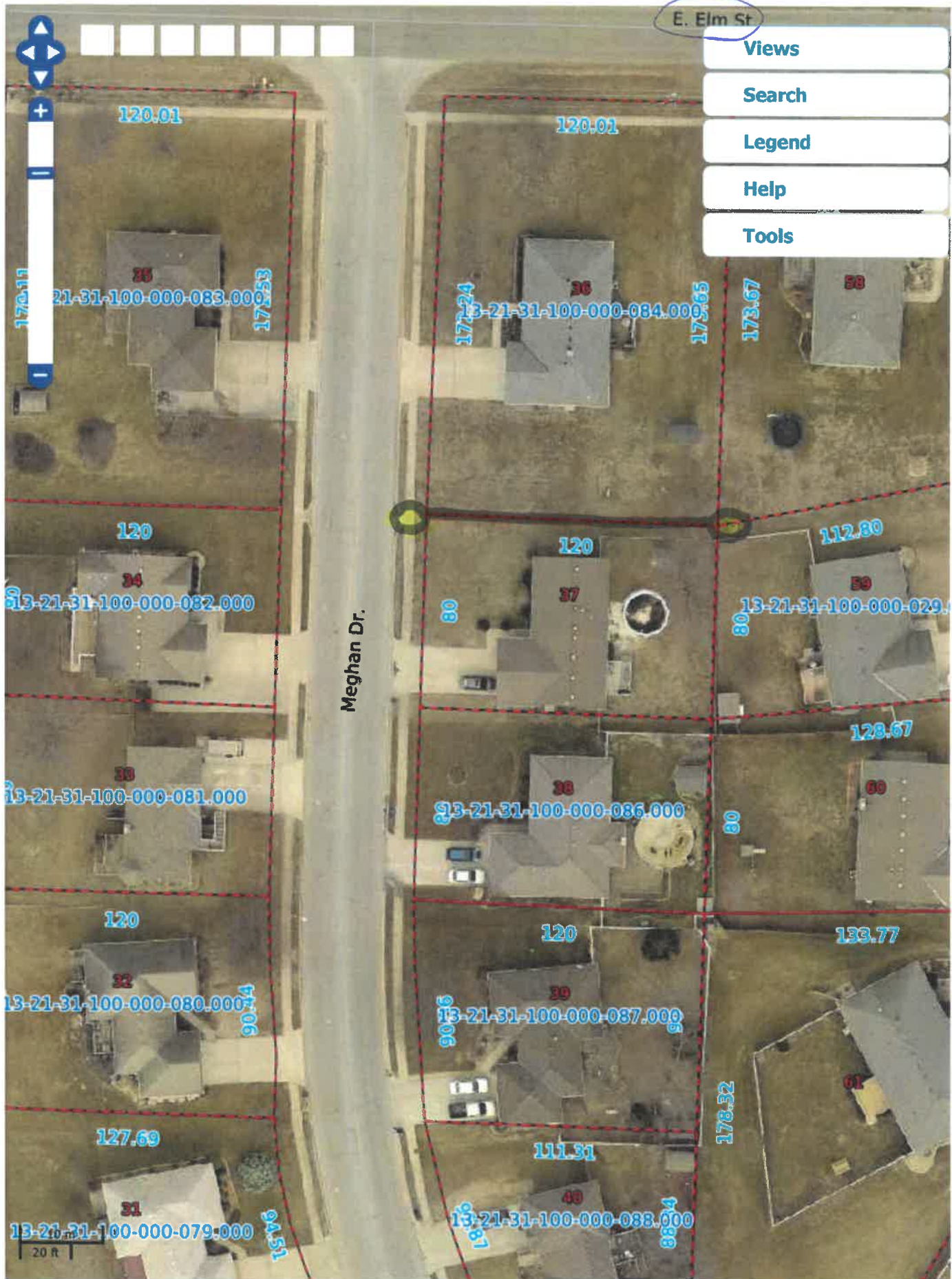
C. Action Item (ID # 2622)

Storm Easement Yard Work

Attachments:

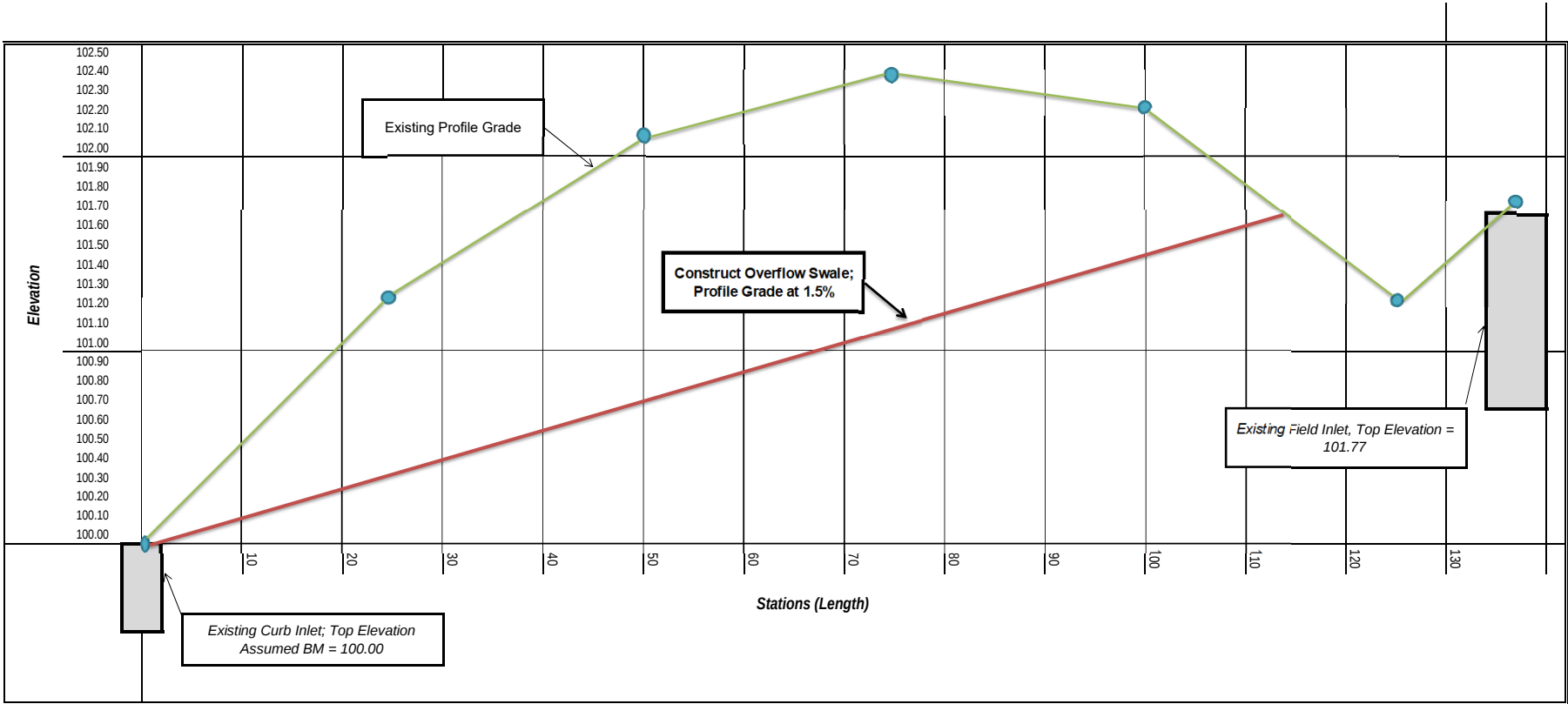
Meghan Dr. Overview (PDF)

Meghan Overflow Swale (PDF)



Attachment: Meghan Dr. Overview (Storm Easement Yard Work)

MEGHAN OVERFLOW SWALE PROFILE



T Martin
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STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: September 12, 2017
SUBJECT: Jefferson Parkway Sidewalk Contractor Approval

Type of Item: *Approval*

Midwest Heavy Construction of Pleasant Hill, MO, had the low bid to install the sidewalk on Jefferson Parkway. See the attached staff memo.

Council Bill No. 63**Resolution No.****A Resolution of the Board of Aldermen Authorizing the City Administrator to Enter into an agreement with Midwest Heavy Construction, LLC to construct a sidewalk along Jefferson Parkway in an amount not to exceed \$185,521.70**

WHEREAS, the City of Harrisonville wishes to make improvements to the sidewalk system serving North Park and the Community Center on Jefferson Parkway;

WHEREAS, the lack of pedestrian facilities serving the park and Community Center has resulted in hazardous condition along Jefferson Parkway,

WHEREAS, a notice was posted and bids were accepted for such improvements, and

WHEREAS, Midwest Heavy Construction was determined to be the lowest and best bidder,

WHEREAS, the Board of Aldermen have reviewed the bids presented and believe it to be in the best interests of the city to approve the low bid for the sidewalk improvement;

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

Section 1: The City Administrator is hereby authorized and directed to enter into an agreement with Midwest Heavy Construction, LLC of Pleasant Hills, MO, to make improvements to the sidewalk on Jefferson Parkway for an amount not to exceed \$185,521.70.

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 18th day of September 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 18th day of October 2017



2017 JEFFERSON PARKWAY SIDEWALK IMPROVEMENTS

ENGINEERING DEPARTMENT
HARRISONVILLE, MISSOURI

To: Mayor & Board of Aldermen
From: Ted Martin, P.E. City Engineer
Date: September 12, 2017
RE: Construction Contract Award

Type of Item:

Staff seeks Board approval to award and execute contract with Midwest Heavy Construction, LLC for construction of sidewalk along Jefferson Parkway.

Issue:

The lack of pedestrian facilities serving the park and community center has resulted in hazardous conditions along Jefferson Parkway north of Locust.

Background:

Sidewalks designed by Affinis engineers that would alleviate this hazardous situation have been bid. This project is partially funded through a MoDOT STP grant and consists of the installation of 2,661 feet of 5' wide concrete sidewalk, retaining wall, curb and gutter, pipes, grading, ADA crossings, and site restoration.

On August 29, 2017 competitive bids were received and opened as follows:

1. Midwest Heavy Construction, Pleasant Hill, MO...	\$185,521.70
2. Radmacher Brothers, Pleasant Hill, MO...	\$214,486.35
3. Tasco, Inc., Pleasant Hill, MO...	\$219,395.00
4. Freeman Construction, Kansas City, KS...	\$228,338.40
5. Amino Brothers Co., Kansas City, MO...	\$236,514.65
6. Gunter Construction, Kansas City, MO...	\$257,769.00
7. Smico Contracting Group, Odessa, MO...	\$266,690.60
8. Hessling Construction, Dexter, MO...	\$289,558.72

Recommendations:

Staff has reviewed the submittals and background information for the low bidder and requests the Board approve the award and execution of a contract with Midwest Heavy Construction for the construction of the Jefferson Parkway Sidewalks for a not to exceed price of \$185,521.70.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: September 9, 2017
SUBJECT: SRO Contract

Type of Item: *Approval*

The City and School District staffs have reached a contract agreement for the School Resource Officer (SRO) contract and recommend approving as presented.

Council Bill No. 64

Ordinance No.

An Ordinance approving an agreement for Police Services between the City of Harrisonville and the Harrisonville Cass R-IX School District, authorizing the City Administrator to sign the agreement and establishing an effective date.

Whereas, the City of Harrisonville (“City”) will provide School Resource Officers (SROs) at the Middle School and High School of the Harrisonville Cass R-IX School District (“School District”) pursuant to a proposed Agreement for Police Services (“Agreement”);

Whereas, the School District will pay for the SROs to be at the schools for protection, resource, and teaching;

Whereas, the SROs, pursuant to the Agreement, shall investigate crimes committed within the schools and work with the School District as allowed by law;

Whereas, the SROs will remain Harrisonville Police Department (“Police Department”) employees, shall be supervised by the Chief of Police of Harrisonville and SROs superior officers of the Police Department, and shall also continue to be City police officers to investigate crimes and perform Police Department services for the City;

Whereas, the SROs will be trained to provide programs on tobacco, alcohol, drugs, violence diffusion/prevention, and other safety issues;

Whereas, the SROs will conduct themselves in a professional and courteous manner;

Whereas, the proposed Agreement has been developed and that the City and the School District staff recommend approval; and

Whereas, the Agreement meets the needs of the City and the School District, the Board of Aldermen feel it is important to supply SROs to the School District through this Agreement, and find that the Agreement is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT ORDAINED 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 by the Board of Aldermen to enter into the proposed Agreement with the Harrisonville Cass R-IV School District to provide 2 School Resource Officers (SROs) to the School District under the terms specified in the Agreement.

Section 2: That this ordinance shall become 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 4TH DAY OF JANUARY 2016 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 18TH DAY

**OF SEPTEMBER 2017 AND PASSED BY THE BOARD OF ALDERMEN THIS 18TH
DAY OF SEPTEMBER 2017.**

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 18th day of September 2017

AGREEMENT FOR POLICE SERVICES

(School Resource Officer: High School and Middle School)

2017-2018 School Year

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**"), made and entered into as of this _____ day of September 2017, by and between the **City** of Harrisonville, Missouri, ("**City**") and the Harrisonville Cass R-IX **School District** ("**School District**").

WHEREAS, the **School District** has requested the **City** assign **SRO(s)** during regular **School Hours**, for a minimum of 185 days, except as provided herein otherwise, for the **School District**, located within Harrisonville city limits; and

WHEREAS, the **City** has **SRO(s)** who will be assigned to both the **School District** High School and Middle School (collectively the "**Schools**") during regular school hours.

NOW, THEREFORE, in consideration of the compensation to be paid to the **City** and services herein to the **School District**, and the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the **City** for itself, and its successors, and the **School District** for itself, or its successors, as follows:

1. Definitions.

1.1. "**Authorized School Official**" shall mean any person designated and authorized in writing by the **School District** or by the **School District** School Board ("**School Board**") to act on behalf of the **School District** pursuant to the terms of this **Agreement**, and is authorized to give instructions to the **SRO**.

1.2. "**Chief of Police**" means the **City** Chief of Police.

1.3. The phrase "**City and City Staff**" shall include the **SRO(s)**, and all employees, staff and public officials of the **City**.

1.4. "**Harrisonville Police Officer**" or "**Investigating Officer**" means any **SRO** or police officer of the **City** who is on active duty.

1.5. "**Parent**" or "**Parents**" shall include either or both parents, or the legal guardian of any student.

1.6. "**On-Campus**" or "**School Property**" shall mean the physical boundaries of the real property owned or leased by the **School District**.

1.7. "**Off-Campus**" shall mean any place that is not **On-Campus**.

Attachment: 9-5-2017 SRO Agmt (Final Changes) - CLEAN COPY (SRO Contract)

1.8. “**School**” when used in reference to an **SRO** shall mean the **School District** school such **SRO** is assigned to by an **Authorized School Official** and the **Chief of Police**.

1.9. “**School Community**” means and includes **School Personnel**, **School District** students and their parents.

1.10. “**School District**” means the Harrisonville Cass R-IX **School District**, its Board of Education, members of its Board of Education, employees, volunteers, and agents acting on behalf of the **School District**.

1.11. “**School Emergency Circumstances**” mean any circumstances that either the **SRO** or **Authorized School Official** deems an emergency.

1.12. “**School Day**” means any calendar day while **School is in Session**.

1.13. “**School Hours**” mean the time period on any **School Day** during which **School District** students are scheduled to attend school.

1.14. “**School Personnel**” shall mean any employee of the **School District**.

1.15. “**School Related**” means any **School District** activity, event, crime, incident, investigation, student, or program.

1.16. “**School Related Student Problem**” means issues with **School District** students that violate any federal, state, or local laws or regulations, and/or any **School District** policy, rule or regulation.

1.17. The phrases “**School is in Session**” or “**Regular School Year**” for the purposes of this **Agreement** shall mean the period of time specified by the parties in Section 3.

1.18. “**SRO**” or “**SRO(s)**” shall mean the school resource officer(s) and/or Harrisonville Police Officer or officers designated in writing by the **City** pursuant to the terms of this **Agreement**, and accepted by the **School District**.

2. **Scope of Services.**

2.1. **General Purpose.**

The general purpose of this **Agreement** is for the City to assign two (2) **SRO(s)** to provide law enforcement services as specified herein for the **School District**. The **SRO(s)** will work with **School Personnel** in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource persons, and provide the appropriate response regarding **On-Campus** or **School Related** criminal activity.

2.2. **SRO Responsibilities:**

The Scope of Services for the **SRO(s)** shall initially include such duties and responsibilities described in section 10.

2.3. Scope of Services; additional.

The **City** and **School District** may, from time to time, agree to additional duties to be added the Scope of Services to be performed by the **SRO** which shall be specified in detail on a “Schedule A – Additional Scope of Services” (“**Additional Scope of Services**”) and then attached hereto, from time to time, and incorporated by reference. The parties hereto shall both show their agreement to the **Additional Scope of Services** by signing said Schedule A, as it is amended in writing from time to time.

3. Term.

The effective term of this **Agreement** shall be from August 10, 2017 until the end of the 2017-2018 school year according to the **School District’s** calendar, provided the term may be mutually extended by the parties, in writing, as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that the Schools are not in session, the **SRO(s)** shall perform regular police duties at a duty station as determined by the **Chief of Police**.

4. City and City Staff Relationship with School District; Independent Contractor.

4.1. City and City Staff Are Independent Contractors.

The **City and City Staff** shall have the status of an independent contractor for purposes of this **Agreement**. The **SRO(s)** assigned to the **Schools** shall be considered to be employees of the **City** at all times, and shall be subject to its control and supervision, except such reasonable direction exercised by an **Authorized School Official** pursuant to the terms and conditions of this **Agreement**.

4.2. SRO(s) Subject to City Procedures & Training.

The **SRO(s)** will be subject to current procedures in effect for the **City** and the Harrisonville Police Department, including attendance at all mandated training and testing to maintain state law enforcement officer certification.

4.3. City Right to Direct SRO(s) to Other Duties and Emergencies.

The **City** reserves the right to direct and control the actions of any **SRO** covered by this **Agreement**, including but not limited to directing said **SRO** to leave either or both of the Schools to respond to emergencies, disturbances, or some other duties while **School is in Session**, if necessary, for the good of the **City**. In such an event, the time spent shall not be considered hours worked under this **Agreement**. The **School District** hereby agrees and understands that in such situations there may be no **SRO** services at the **Schools**, and that neither the **SRO** nor the **City and City Staff** shall be liable under any circumstances for the absence or failure to act by the **SRO(s)** with respect to any event, crime, problem or emergency at the **Schools** while the **SRO** is responding to such other duties.

4.4. School District and School Personnel Not Agents of City and City Staff.

This **Agreement** does not cause the **School District**, or any **School Personnel** or agent to be an employee, agent, or partner of **City** and City Staff under any circumstances or for any reason whatsoever.

5. Waiver of Claims; Indemnification.

Each party hereby agrees that he/she/it is solely responsible for their acts and the acts of their own employees or agents while the parties are engaged in the performance of services under this **Agreement**.

5.1. The **School District** hereby waives any and all claims against **City and City Staff** for damages and compensation for any failure to act, delay, mistake, loss, damage, personal injury, death or any other matter occurring as a consequence rendering the services contemplated under this **Agreement** (“**Claims**”). The School District shall indemnify and hold harmless the City and City Staff from all School District Claims resulting from the acts and/or omissions of the School District.

5.2. **City** hereby waives any and all claims against the **School District** for damages and compensation for any failure to act, delay, mistake, loss, damage, personal injury, death or any other matter occurring as a consequence rendering the services contemplated under this **Agreement**. The **City** shall indemnify and hold harmless the **School District** from all **Claims** resulting from the acts and/or omissions of the **City and City Staff**.

6. Termination.

This **Agreement** may be terminated without cause by either party upon 30 days prior written notice and any outstanding sums due **City** shall be paid and brought current within the 30-day period immediately following such termination.

This **Agreement** may be terminated by the **School District** at any time with cause upon written notice to the **City**.

7. School District agrees to:

The **School District** through its School Personnel shall:

- 7.1. Pay the **City** an amount equal to the cost of each **SRO's** hourly rate, not to exceed \$30.00 per hour, which shall include the **SRO's** actual wages, benefits and overhead, multiplied by the number of hours the **SRO** actually dedicates to the School Resource Officer duties. The Harrisonville **School District** will provide payment or an objection to the **City** within thirty (30) days of its receipt of a detailed invoice showing the dates of service, description of services provided, and charge for those services. This funding structure shall be followed as long as the Agreement remains in force.

- 7.2. Provide the **SRO(s)** with access to all school buildings necessary to accomplish the intent of this **Agreement**.
- 7.3. Provide the **SRO(s)** an office and such equipment as are necessary at his/her assigned **Schools**. This equipment shall include a telephone and filing space capable of being secured and access to a computer and printer.

8. City Duties With Respect to the SRO(s).

The **City** agrees to the following with respect to the **SRO(s)**:

- 8.1. Provide the **SRO(s)** to the **School District** during normal school hours while the **School is in Session**, which are anticipated to be from 7:00 a.m. to 3:00 p.m., for a minimum of 185 days, except as otherwise provided herein, ("Minimum Days"), or such other time agreed to in writing by the parties. The maximum number of hours that a **SRO** will provide in a calendar month shall be 168 hours, and the minimum shall be 40 hours per week ("Minimum Hours"). The parties hereto understand that number of **Minimum Days** and/or **Minimum Hours** may be reduced by the circumstances described in Section 4.3., 8.2., 10., or other terms in this **Agreement**. The **School District** may exclude any individual **SRO** from performance under this **Agreement**. If the **School District** excludes an individual **SRO**, the **City** will provide a different individual **SRO** to complete performance of this Agreement.
- 8.2. The **City** will endeavor to have SRO(s) available for duty at their assigned **Schools** each day that **School is in Session** during the **Regular School Year**. The **City** is not required to furnish substitute **SRO(s)** on days when regularly assigned **SRO(s)** are absent due to illness or police department requirements.
- 8.3. The **City** agrees to provide and pay the **SRO(s)**' salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the **City**, including, but not necessarily limited to: sick leave, annual leave, retirement compensation, life insurance, dental insurance, and medical/hospitalization insurance.
- 8.4. The **City** agrees to provide the **School District** the results of a criminal background check on each SRO who performs duties under this Agreement that includes a search of the Federal Bureau of Investigation's (FBI) criminal history files; the Missouri State Highway Patrol's (MSHP) criminal the Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Children's Division (CD) of the Missouri Department of Social Services before the SRO performs services under this Agreement.

9. Basic Qualifications for a SRO.

To be an **SRO**, an officer must reasonably meet all of the following basic qualifications:

- 9.1. Shall be a commissioned law enforcement officer with POST Certification and at least two years of law enforcement experience;
- 9.2. Shall possess a sufficient knowledge of the applicable Federal and State laws, **City** and County ordinances, and Board of Education policies and regulations, as provided by an **Authorized School Official**;
- 9.3. Shall be capable of conducting in-depth criminal investigations;
- 9.4. Shall possess even temperament and set a good example for students; and
- 9.5. Shall possess communication skills that would enable the officer to function effectively within the school environment.

10. **SRO Responsibilities on School Property.**

The **SRO(s)** shall have the following responsibilities on the **School Property** of the **Schools** they are assigned to:

- 10.1. Protect lives and property for the citizens and public-school students of the **School District**.
- 10.2. Enforce Federal, State, and Local criminal laws and ordinances.
- 10.3. Investigate criminal or suspicious activity committed on or adjacent to **School Property**, taking the appropriate steps consistent with federal and state laws. Provided, however, the **SRO** shall not have the responsibility to arrest or detain any person unless a crime was committed in the presence of the **SRO**, or with probable cause, or pursuant to the instructions of the **Chief of Police**.
- 10.4. Inform and alert other emergency personnel about potentially dangerous and/or hazardous situations.
- 10.5. Gather information regarding potential problems such as criminal activity, gang activity and student unrest and attempt to identify particular individuals who may be a disruptive influence to the **School** and/or **School** students.
- 10.6. Work with the principal or his/her designee to develop crisis procedures and protocols.
- 10.7. Act as a communication liaison with law enforcement agencies: providing basic information concerning **School District** students on **School Property** served by the **SRO** without breaching student confidentiality as outlined in the Section 18. entitled, "Access to School District Student Records."

- 10.8. Provide a program of law and education-related issues to the **School Community**, including Parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the **School Community**.
- 10.9. Provide security for special events or functions, such as sporting events, PTA meetings, etc., at the request of the principal, **Authorized School Official**, or **Chief of Police**.
- 10.10. Be a general resource for the **School Personnel** on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
- 10.11. Present educational programs to **School District** students and **School Personnel** on topics agreed upon by both parties.
- 10.12. Refer **School District** students and/or their families to the appropriate agencies for assistance when a need is determined.
- 10.13. The **SRO** shall notify the **School's** Principal or his/her designee before making contact with a **School District** student regarding any criminal investigation.
- 10.14. The **SRO** will act consistently with the following conduct:
 - 10.14.1. Not discriminating or harassing **School Personnel**, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law;
 - 10.14.2. Not retaliating against **School Personnel**, students or others for making complaints of discrimination or harassment;
 - 10.14.3. Not using tobacco products on **School District** property;
 - 10.14.4. Not committing fraud or misappropriating **School District** funds;
 - 10.14.5. Reporting hazardous conditions to **School Personnel**;
 - 10.14.6. Maintaining courteous and professional relationships with pupils, parents and guardians, other **School Personnel** of the district and all other persons;
 - 10.14.7. Properly using school property;
 - 10.14.8. Refraining from using profanity;
 - 10.14.9. Not advocating or opposing any political or religious views while on **School District** property or at **School District** events;

- 10.14.10. Not possessing or using alcohol, unauthorized prescription drugs, or illegal drugs on **School District** property, except when possession is required by the **SRO's** duties;
- 10.14.11. Maintaining appropriate professional conduct, demeanor, and boundaries with students in all interactions, electronic communications, and other communications;
- 10.14.12. Refraining from discussing sexuality with students or **School Personnel** except when such discussion is required by the **SRO's** duties;
- 10.14.13. Cooperating with **School Personnel** regarding requirements for students with disabilities;
- 10.14.15. Reporting bullying to the principal of the school at which the **SRO** is assigned; and
- 10.14.16. Otherwise acting professionally towards **School Personnel**, students, and other persons while performing duties under this **Agreement**.
- 10.15. Unless in the **SRO's** opinion circumstances prevent it, the **SRO** will attempt to advise the **School** Principal prior to taking legal action, subject to the officer's duties under the law.
- 10.16. The **SRO** shall not be asked to take any action involving the control of a student, including without limitation, escorting or detaining such student, unless the student has committed or is suspected of committing a crime and the **SRO** has probable cause to arrest or investigate such student.
- 10.17. The **SRO** shall not act as a School disciplinarian, nor make recommendations regarding **School** discipline, or have the responsibility to enforce or provide assistance to enforce **School District** policy, rules and regulations.

11. **SRO Restricted to Their School, exceptions.**

The **SRO's** activities and duties shall be restricted to their **School**, except under the following circumstances:

- 11.1. The **SRO** may visit the home of a **School District** student, accompanied by an **Authorized School Official**, or their designee, as the result of an investigation authorized by an **Authorized School Official** as a result of **School Related Student Problems**.

- 11.2. If an **Authorized School Official** requests an **SRO's** participation at School related **Off-Campus** activities, the **SRO** may participate when such participation is approved by the supervising Harrisonville Police Lieutenant or **Chief of Police**.
- 11.3. When the **SRO** is attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a **SRO**, or duties as a Harrisonville Police Officer.
- 11.4. Provided, however, that nothing in this **Agreement** shall prevent any **SRO** from performing their duties as a police officer for the **City**.

12. Transporting Students.

Unless the student is under arrest, the **SRO** shall not transport any **School District** student in a police vehicle, except under the following circumstances, and, in any such situation, an **Authorized School Official** must designate appropriate **School Personnel** to accompany the **SRO** and student in the vehicle, as follows:

12.1. In response to **Off-Campus**, but **School Related**, criminal activity.

12.2. In response to emergency police activities when the student is a victim of a crime, or some other **School Emergency Circumstances** exist. Provided, however, the **SRO** or **City Police** may always transport a student, with or without **School Personnel**, if the student is under arrest with respect to a crime.

12.3. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's Parent has refused or is unable to pick up the student within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence **On-Campus** to be a threat to the safety and welfare of other students and **School Personnel**, as determined by the **SRO** or his/her supervisor and an **Authorized School Official**.

12.4. The student is to be transported from home to school or school to home at the request of an **Authorized School Official** with approval from the **Parents**.

12.5. If the student to be transported **Off Campus** is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the **SRO** may accompany the **School Personnel** in transporting the student, if requested and authorized by an **Authorized School Official**.

12.6. A student shall not be transported to any location unless it is determined that the student's Parent is at the destination to which the student is being transported.

12.7. The **SRO** shall notify the **School Principal** or an **Authorized School Official** before removing a student from **School Property**.

13. Investigation of Crimes Committed on School Property or at a School District Function.

The **SRO** shall investigate crimes committed on **School Property** or at a **School District** function in accordance with and pursuant to the terms and limitations specified in this **Agreement**.

Attachment: 9-5-2017 SRO Agmt (Final Changes) - CLEAN COPY (SRO Contract)

14. Investigation of Crimes Committed Off-Campus.

The **SRO's** investigation of crimes committed **Off-Campus** shall be governed by the following:

14.1. The **SRO** shall notify the **Authorized School Officials** and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at **School District** bus stops and while **School District** students are walking to and from the **Schools** within the city limits of the **City**.

14.2. With respect to crimes committed off of **School Property** or at times when the **School** is not in session.

14.2.1. The **SRO** or **Investigating Officer** should contact the **School** Principal in advance and inform him/her of the reason(s) to conduct an investigation within the **School District's School** building or at times when such **School** is in session.

14.2.2. The **SRO** or **Investigating Officer** and the **School** Principal shall mutually agree on a convenient time during the **School Day** to conduct the investigation.

14.2.3. An **Authorized School Official** may designate appropriate **School Personnel** to interview and interrogate **School District** students (suspects or witnesses) at **School** during school hours. Provided, however, the **SRO**, at their sole discretion, may choose to not participate in such interview or interrogation by **School Personnel**.

14.2.4. The **SRO** and such other law enforcement officials approved by an **Authorized School Official** may interview and interrogate students (suspects or witnesses) with respect to criminal activity or suspected criminal activity at school during **School Hours**, provided the terms of this Section 14. have been followed.

14.2.5. If authorized by an **Authorized School Official**, parental consent is not required to interview a witness or victim; however, the **SRO** or **Investigating Officer** shall make a reasonable effort to notify the student's **Parents** to make them aware of the interview.

14.2.6. The **SRO** or **Investigating Officer** shall notify a student juvenile suspect's **Parents** prior to interrogation to offer them the opportunity to be present during the student suspect's interrogation. Provided, however, that if the **Parents** decline or refuse to attend, or cannot be contacted, the **SRO** or **Investigating Officer** will not conduct the interrogation unless there is probable cause to arrest the student suspect, and the **SRO** or **Investigating**

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Officer determine, in their sole discretion, they have a lawful right to arrest or detain the student suspect.

14.2.7. When a **SRO** or a Harrisonville Police Officer find it necessary to question **School District** students during a **School Day** or **School District** periods of extra-curricular activities, the School Principal or designee may be present and the interview will be conducted in private.

15. SRO Detention of School District Student or Employee.

15.1. Student Victim or Witness.

Irrespective of any term or condition specified herein, with respect to any interview or interrogation of a student for violation **School District** policies or regulations, the **SRO** will not detain a student victim or witness against their will, will not restrict such student from leaving any interview, and will not enforce or assist in the detention or interrogation of any such student, against their will, by **School Personnel**.

15.2. School District Employee.

Irrespective of any term or condition specified herein, with respect to any interview or interrogation of a **School District** employee for violation **School District** policies or regulations, the SRO will not detain such employee against their will, will not restrict such employee from leaving any interview, and will not enforce or assist in the detention or interrogation of any such employee, against their will, by **School Personnel**.

16. School District and SRO Video or Body Camera (“Cam”) Recordings.

The **School District** hereby agrees that all video and/or audio recordings, or other electronic and/or digital recordings or reproductions/copies, including, but not limited to, body cam video or audio recordings made or collected by the **SRO(s)** or Harrisonville Police shall remain the private property of the **City** and its Police Department (“Media”). The release of the Media shall be in the sole discretion of the **City**.

17. Controlled Substances.

The parties hereto agree that the following terms shall apply to instances involving controlled substances on **School Property** or at **Off-Campus School** activities:

17.1. **School Personnel** shall notify the **SRO** in all instances involving ALL possessions, sales, or distribution of controlled substances at School or School activities.

17.2. Any controlled substances or suspected controlled substances confiscated by **School Personnel** shall be turned over to the **SRO** or Investigating Officer for proper identification and eventual destruction.

- 17.3. If there is probable cause to believe that a **School District** student or any other person has sold or is selling controlled substances at or near the **Schools**, the **SRO** shall be notified, and the **SRO** may file a juvenile petition or seek a criminal warrant, as is appropriate under the circumstances. However, the decision to initiate a juvenile petition or criminal warrant will be in the sole discretion of the **SRO**, his/her supervisor at the Harrisonville Police Department, and the Cass County Juvenile Officer.

18. Access to School District Student Records.

With respect to access to **School District** student records:

Attachment: 9-5-2017 SRO Agmt (Final Changes) - CLEAN COPY (SRO Contract)

18.1. **City** agrees the **SRO** shall at all times recognize and comply with the confidentiality of student and education records and will only seek such records in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g et seq., and the Harrisonville **School District's** Board Policies.

18.2. **School Personnel** shall allow the **SRO** to inspect and copy any public records and any School surveillance video recording maintained by the **School** including student directory information such as yearbooks. However, the **SRO** and **City** police may not inspect and/or copy confidential student education records except in accordance with Board of Education Policies and Regulations, or as provided by law.

18.3. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, **School Personnel** may disclose to the **SRO** that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the **SRO's** official police report.

18.4. If confidential student record information is needed, but no emergency situation exists, the student record information may be released only upon the issuance of a search warrant or subpoena to produce the records. Pursuant to 34 C.F.R. 99.31, a reasonable effort shall be made to notify the **Parents** or eligible student of the warrant or subpoena in advance of compliance, so that the **Parents** or eligible student may seek protective action unless the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed. Pursuant to 34 C.F.R. 99.38, the **SRO** or other authorities to whom the records are disclosed shall certify in writing to the **School District** that the information will not be disclosed to any other party, except as provided under State law, without the prior written consent of the **Parents** of the student.

19. NOTICE:

All notices to be provided regarding this Agreement shall be in writing and shall be given by email, personal delivery or by ordinary mail, as follows:

19.1. if to Harrisonville **School District** shall be addressed to:

Superintendent of Schools
503 South Lexington, Harrisonville, Missouri, 64701
Phone number: 816-380-2717
Email Recipient: Frank Dahman
Email: frank.dahman@harrisonvilleschools.org

19.2. And if to the City to:

Harrisonville City Administrator
300 E. Pearl St., Harrisonville, MO 64701

Phone number: 816-380-8919
 Email Recipient: Happy Welch
 Email: hwelch@harrisonville.com

20. Authority to Sign.

The School District and City each represent and warrant to the other that the person or entity signing this **Agreement** on behalf of such party is duly authorized to execute and deliver this **Agreement** and to legally bind the party on whose behalf this **Agreement** is signed to all of the terms, covenants and conditions contained herein.

20. Sovereign Immunity.

Nothing in this **Agreement** shall be construed as a waiver of sovereign or governmental immunity by either Harrisonville **School District** or the **City**.

21. Miscellaneous.

21.1. Cooperate to Accomplish Purpose:

The parties hereto shall cooperate to accomplish the intended purpose of this **Agreement**, including but not limited to, the signing and endorsement of any document or writing of any type whatsoever necessary to accomplish the intended purpose of this **Agreement**.

21.2. Headings; Construction.

The headings that have been used throughout this **Agreement** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Agreement**. Words of any gender used in this **Agreement** shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” when used in this **Agreement** shall refer to the entire **Agreement** and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end at 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or legal holiday.

21.3. Invalidity or Severability.

If any one or more of the provisions of this **Agreement**, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this **Agreement** and all other applications of any such provision shall not be affected thereby.

21.4. Waiver.

No waiver of any default by either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated.

21.5. Governing Law.

All matters relating to the interpretation, construction, validity and enforcement of this **Agreement** shall be governed by the internal laws of the State of Missouri, without giving effect to any choice of law provisions thereof.

21.6. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

21.7. Time of Essence.

Time shall be of the essence in the performance of each and every covenant by the **Parties** pursuant to the terms of this **Agreement**.

21.8. Entire Agreement, Amendment and Modification.

This **Agreement** contains the entire agreement between the parties. All promises, representation, understandings, agreements and prior agreements are merged herein and superseded hereby. No amendment or modification of this **Agreement** shall be valid or binding unless reduced to writing and signed by the parties hereto. No course of dealing between the parties will modify, amend, waive or terminate any provision of this **Agreement** or any rights or obligations of any party under or by reason of this **Agreement**.

21.9. Counterparts.

To facilitate execution, this **Agreement** may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

21.12 Assault Reporting

School Personnel will report student acts to the **SRO** in the time and manner required by § 167.117 RSMo. and the attached Third-Degree Assault Reporting agreement. **School Personnel** will immediately report to the **SRO** student acts that occur on school property, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the first or second degree if committed by an adult, sexual assault, or deviate sexual assault against a pupil or school employee. (See § 167.117 RSMo.). **School Personnel** will report to the **SRO** student acts that occur on school property, on a school bus in service on behalf

of the **School District**, or during school activities that would be assault in the third degree pursuant to the attached Third-Degree Assault Reporting agreement.

IN WITNESS WHEREOF, the Cass R-IX **School District** has caused this agreement to be executed by its President of the Board of Education and attested by its Secretary of the Board of Education. The **City** of Harrisonville has caused this instrument to be executed by its Mayor and attested by its **City** Clerk being duly authorized by its Board of Alderman by ordinance adopted on the _____ day September 2017.

Cass R-IX **School District**:

City of Harrisonville,
a Missouri municipal corporation

By: RJ Knox
President Board of Education

By: Happy Welch,
City Administrator

Date: _____

Date: _____

ATTEST:
Cass R-IX **School District**:

ATTEST:
City of Harrisonville,
a Missouri municipal corporation

By: _____
Secretary of the Board of Education

By: Randall Jones
City Clerk

Date: _____

Date: _____

Attachment: 9-5-2017 SRO Agmt (Final Changes) - CLEAN COPY (SRO Contract)

Assault Reporting Agreement

The school environment can provide an opportunity for third degree assaults to be perceived that can lead to increased caseload for the **City** of Harrisonville Police Department and can detract from classroom instruction time. Knowing this, the **City** of Harrisonville, Missouri, ("**City**") and the Harrisonville Cass R-IX **School District** ("**School District**"). enter into the following written agreement for reporting third degree assaults.

1. The **School District** will immediately report to the **City** School Resource Officer student acts that occur on school property, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the first or second degree if committed by an adult, sexual assault, or deviate sexual assault against a pupil or school employee pursuant to § 167.117 RSMo.

2. The **School District** will report to the **City** School Resource Officer student acts that occur on **School Property**, on a school bus in service on behalf of the **School District**, or during school activities that would be assault in the third degree by providing the officer an internal **School District** report when prepared in the regular course of business or by any other time and manner.

3. The School Resource Officer has the sole discretion not to file criminal charges or otherwise further act on a report of third-degree assault when no victim or parent of the victim (in the cases of juveniles) requests charges and no injury requiring medical attention has occurred.

4. The proper law enforcement agency or prosecutorial official may file charges if appropriate after reviewing each incident on a case-by-case basis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers.

Cass R-IX **School District**:

City of Harrisonville,
a Missouri municipal corporation

By: _____
President Board of Education

By: Happy Welch,
City Administrator

Date: _____

Date: _____

ATTEST:
Cass R-IX **School District:**

ATTEST:
City of Harrisonville,
a Missouri municipal corporation

By: _____
Secretary of the Board of Education

By: _____
Randall Jones
City Clerk

Date: _____

Date: _____

Attachment: 9-5-2017 SRO Agmt (Final Changes) - CLEAN COPY (SRO Contract)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: August 28, 2017
SUBJECT: Timber Dr. Extension

Type of Item: *Approval*

Harrisonville Villas Development has requested that the city waive the requirement for them to extend Timber Dr. and the adjacent sidewalk to the west property line and allow it stop as is at the intersection with their private drive. The improvement costs have exceeded expectations and this will help them to meet the budget shortfall. The Planning and Zoning Commission reviewed this request and after discussion recommended approval.

The Villas had also requested that the city install the sidewalk along Jefferson Parkway, but after review it will be cheaper for the Villas to do it than the city or a city contractor.

A variance such as this has to be approved by the Planning & Zoning Commission and the Board of Aldermen.

Four buildings are now occupied.

Council Bill No. 65

Ordinance No.

**An Ordinance Authorizing a Variance for the Developer of the Harrisonville Villas
a Variance of the Approved Subdivision Plat By not Requiring Timber Drive to
Extend to the West Property Line**

WHEREAS, Harrisonville Villas is a Missouri Housing Development Commission (“MHDC”) supplemented senior housing development with 48 residences on the north end of the City of Harrisonville, Missouri;

WHEREAS, the City approved the development plat improvement on July 5, 2016;

WHEREAS, Harrisonville Villas, LP (the “Developer”) encountered some delays and extra expenses while building the affordable housing development:

WHEREAS, the Developer presented its request for a variance to the Planning and Zoning Commission to amend the requirement under the development plat and Development Agreement to extend Timber Dr. from the intersection of the private drive to the west property line of Harrisonville Villas and the adjacent sidewalk (the “Extension”), as required in City Code Sections 410.350 and 410.520, on August 17, 2017 (the “Sections”);

WHEREAS, the Planning and Zoning Commission heard from the Developer on the extra expenses and delays, discussed in detail why the Extension will create an unwarranted economic hardship in completing the development, heard from the developer the budget constraints they are facing, discussed the Extension is not necessary or desirable for the advantageous development of the adjacent tracts, such that the Developer could be relieved of the requirement for the Extension with the variance, and voted to approve the requested variance and forward it to the Board of Aldermen;

WHEREAS, the Board of Aldermen find that the review, decision, and recommendation of the Planning and Zoning Commission for the approval of the variance should be sustained;

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

Section 1: That the Board sustains the recommendation of the Planning and Zoning Commission for a variance relieving the Developer of the requirement under the Sections to construct the Extension.

Section 2: That this ordinance shall become 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 18TH DAY OF SEPTEMBER 2017 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 18TH DAY OF SEPTEMBER 2017 AND PASSED BY THE BOARD OF ALDERMEN THIS 18TH DAY OF SEPTEMBER 2017.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randy Jones, City Clerk

WITNESS my hand this 18th day of September, 2017



Harrisonville Code of Ordinances Infrastructure Requirements

Section 410.350 Streets.

[Ord. No. 2766 §1(120.350), 4-1-2002]

A.

In any new subdivision, the street layout shall conform to the arrangement, width and location indicated on the Comprehensive Plan. Streets shall be designed and located in proper relation to existing and proposed streets, to the terrain, to such natural features as streams and tree growth, to public convenience and safety, to the proposed use of the land served by such streets and to the most advantageous development of the adjoining area. Each lot within the subdivision shall provide access to a dedicated public street unless otherwise allowed for in Section [410.340](#). Proposed streets shall extend to the boundary line of the tract being subdivided unless prevented by topography or other physical conditions; or unless in the opinion of the Planning and Zoning Commission such extension is not necessary or desirable for the coordination of the layout of the subdivision or for the advantageous development of the adjacent tracts.

Section 410.520 Sidewalks.

[Ord. No. 2766 §1(120.520), 4-1-2002]

A.

A sidewalk shall be constructed on both sides of all streets as designated during the platting process for all residential developments. Sidewalk requirements for all non-residential developments shall be determined during the development process. However, in the interest of a better arrangement of pedestrian circulation and to accommodate special design features of the development, this requirement may be waived if the development is part of a plan approved by the City. Also, sidewalks may be required exceeding the above standards if they are necessary to complete pedestrian ways across a lower density development. Sidewalks in residential developments shall be constructed prior to the issuance of a certificate of occupancy. The design and installation of sidewalks shall meet all State and Federal requirements. Sidewalks shall be constructed either in the street right-of-way or within an appropriate easement. The sidewalks shall be shown on the final plat and approved by the City.

Harrisonville Code of Ordinances Subdivision Regulations

Waivers.

Section 410.630 Appeals Generally.

[Ord. No. 2766 §1(120.630), 4-1-2002]

The subdivider of a proposed subdivision may appeal decisions made in the enforcement of these Subdivision Regulations by the Community Development Director or City Engineer to the Planning and Zoning Commission and by the Planning and Zoning Commission to the Board of Aldermen. Any such appeal shall provide a hearing de novo. In the event the Board of Aldermen sustains the Planning and Zoning Commission, the action of the Planning and Zoning Commission shall be final, except as otherwise provided by law. If the Board of Aldermen overrules the Planning and Zoning Commission, the Board of Aldermen shall make its decision, stating the reason therefore and return such decision and plat to the Planning and Zoning Commission for reconsideration and approval as required by law.

Section 410.640 Appeals On Improvement Standards.

[Ord. No. 2766 §1(120.640), 4-1-2002]

Any appeal as to the approval of standards or plans and engineering drawings in connection with required improvements shall be directed to the Board of Aldermen and that action shall be final.

Section 410.650 Waiver of Required Improvements.

[Ord. No. 2766 §1(120.650), 4-1-2002]

Any waiver of the required improvements may be made only by the Board of Aldermen on a showing that such improvement is technically not feasible.

Section 410.660 Waivers.

[Ord. No. 2766 §1(120.660), 4-1-2002]

A.

In cases in which there is unwarranted hardship in carrying out the literal provisions of these Subdivision Regulations as to design criteria, e.g., lot width, lot depth, block length, etc., the Planning and Zoning Commission may recommend a waiver from such provision. The Planning and Zoning Commission shall give the applicant or any other interested person an opportunity to be heard with respect to the request for a waiver.

1.

The Planning and Zoning Commission shall not recommend a waiver unless it shall find that the strict application of these Subdivision Regulations will create an unwarranted hardship and unless the proposed waiver is in harmony with the intended purpose of these Subdivision Regulations and that the public safety and welfare will be protected.

2.

Waivers permitted under the provisions of this Section shall not include waivers from the requirements of making improvements required in these regulations, the standards or specifications thereof, nor from the provisions of the Subdivision Code of the City, except as to waivers for minimum lot width and/or area requirements. Consideration of an application for a waiver pursuant to this Section does not relieve the applicant from the necessity of proceeding under the applicable provisions of any other regulations (including zoning regulations) of the City relating to variances and waivers.