AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 18, 2019
7:00 PM

1. Call to Order

A. Pledge of Allegiance

B. Roll Call

2. Ceremonial Matters

3. Public Participation

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Mar 4, 2019 7:00 PM

B. Approval of Executive Session March 4, 2019

5. Agenda Items

A. Fire Chief - ISO Rating Release

B. Council Bill 14: A Resolution of the Board of Aldermen authorizing the city administrator to enter into and execute a purchase agreement with Physio Control, Inc. for one Physio Control Lifepak 15 heart monitor and two Lucas Chest Compression devices for use on the Harrisonville Emergency Services ambulances for a total cost of $55,304.24, and establishing an effective date.

C. Council Bill 15: A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, to authorize the city administrator to execute a Purchase Agreement for one (1) 2019 Ford F550 4WD Versalift VST 47 Bucket Truck from Drake-Scruggs Equipment, Inc., in an Amount of $149,189.80, and establishing an effective date.

D. Council Bill 16: A Resolution of the Harrisonville Board of Aldermen Authorizing the city administrator to enter into an agreement with Terry Snelling Construction, Inc. for the repair of sidewalks and curbs, at a cost of $350,000.00, and establishing an effective date.

E. Council Bill 17: A Resolution authorizing the city administrator to enter into and execute an agreement with MGT Group of Tampa, Florida, to review the annual franchise tax transfers and other allocations by the City of Harrisonville Enterprise Funds to the City's General Fund, at a cost not to exceed of $32,180, and establishing an effective date.

F. PUBLIC HEARING Southland Shopping Center Public Hearing

G. Council Bill 13: An Ordinance to rezone the property described as the Southland Shopping Center At 1799-1811 East Mechanic St. And 204-208 Oriole St. from the C-1 Local Business Zoning District to the C-2 Service Business Zoning District in the City of Harrisonville, Cass County, Missouri, and establishing an effective date.

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 March, 2019

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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
MARCH 4, 2019
7:00 PM

1. Call to Order

The meeting was called to order at 7:00 PM by Mayor Brian Hasek

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Absent	
Jessica Levsen	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 in attendance were: City Attorney John Fairfield, City Administrator Happy Welch, Police Chief John Hofer, Public Works Director Eric Patterson, Finance Director Marcella McCoy, City Planner Roger Kroh, Public Information Officer/Deputy City Clerk Daniel Barnett and City Clerk Randall Jones, Recording.

2. Ceremonial Matters

None.

3. Public Participation

Courtney "Crickett" Kroenke, 20701 E 275th Street, addressed the Mayor and Board on the need for OATS transportation in Harrisonville and the ongoing assistance with Meals on Wheels and hospital and doctor's appointments that this service provides.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Feb 19, 2019 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Jessica Levsen, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Levsen, Dickerson, Turner, Milner, Reece, Bockelman
ABSENT:	Clint Long

5. Agenda Items

A. Farmer's Market 2019

Staff report was presented by Police Chief John Hofer on Agenda items (A) Farmer's Market (B) Junk in the Trunk and (C) Antique Tractor Show. A motion was made by Alderman Milner to approve all three together. A second by Alderman Turner. Motion carried and all three events were approved.

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

B. A Resolution by the Board of Aldermen of the City of Harrisonville, Missouri directing staff to suspend and delay the acceptance and processing of development applications, applications for building permits and business licenses or activities related to medical marijuana as described in "Amendment 2", an amendment to the Missouri Constitution approved by the voters of the State of Missouri on November 6, 2018, and establishing an effective date.

Staff report presented by City Planner Roger Kroh. Alderman Dickerson questioned if we would be looking at other cities that are allowing this already and Roger Kroh responded yes. Alderman Milner asked for clarification on if the city would accept and hold applications or not. Roger Kroh replied no. City Attorney John Fairfield said we would be following state regulations. Alderman Bowman asked if there is a limit on how many licenses that can be issued and the answer was it is determined by congressional district. Alderman Reece asked how long this process will take. Roger Kroh answered that he hoped to have an ordinance to the Board by July. Alderman Bowman asked if they had attended a seminar on this topic and the answer was that Roger Kroh and Happy Welch both attended one at MidAmerica Regional Council. Upon passage, Mayor Hasek designated it to be Resolution 2019-008.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Bowman, Levsen, Dickerson, Turner, Milner, Reece, Bockelman
ABSENT:	Clint Long

C. An Ordinance to accept the Final Plat of The Oaks Replat, a Replat Of Lots 12, 13, 14 and the Recreation Area of The Oaks, Second Addition in The City of Harrisonville, Cass County, Missouri, and Establishing an Effective Date.

Council Bill #012-19 was read for the first time by title only. City Administrator Welch pointed out that the letter "t" had not been capitalized in the name The Oaks in the first Whereas section. City Attorney Fairfield stated as long as it was noted it did not change the ordinance meaning. A motion to suspend the rules and move Council Bill #012-19 to its second reading by Alderman Dickerson and second by Alderman Milner. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long absent, Alderman Turner aye, Alderman Levsen aye. Having been read in title only twice upon passage, Mayor Hasek designated it be Ordinance #3459.

D. An Ordinance to rezone the property described as the Southland Shopping Center At 1799-1811 East Mechanic St. And 204-208 Oriole St. from the C-1 Local Business Zoning District to the C-2 Service Business Zoning District in the City of Harrisonville, Cass County, Missouri, and establishing an effective date.

After staff report was presented by City Planner Roger Kroh, it was determined that no public hearing had been posted on agenda for this meeting. It will be posted as a public hearing for the next Board of Alderman meeting on Monday, March 18, 2019.

RESULT:	**CONTINUE**
	Next: 3/18/2019 7:00 PM

6. Aldermen and Committee Reports

Alderman Bowman had the opportunity to attend the Casco Valentine's Banquet last week.

Alderman Reece said it was nice to see so many people in attendance at board meeting.

Alderman Dickerson stated he thought it was in poor taste for the local newspaper to publish the story he did about aldermen.

Alderman Levsen asked Chief John Hofer if the dispatch position had been filled. The answer was an offer had been extended.

7. Report from the City Administrator

Written report was presented.

8. Report from the Mayor

Mayor Hasek said thank you for those bringing up the OATS bus situation and that issue definitely needs to be discussed. Thank you extended to Daniel Barnett for all his hard work on the City's Facebook page. The brush/limb drop off date has not been scheduled due to the weather. Congratulations to the Harrisonville High School Show Choir who placed 3rd runner up in last weeks competition.

9. Adjourn to Executive Session pursuant to Real Estate 610.021 (2)

Alderman Dickerson made a motion to enter into Executive Session with a second by Alderman Turner. Roll call vote was taken with all ayes. Motion carried.

10. Adjourn From Regular Session

Motion to adjourn was made by Alderman Milner with a second by Alderman Turner. Motion carried. Meeting adjourned at 7:55 p.m.

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

ATTEST:

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Randall K. Jones, City Clerk

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Eric Myler, Fire Chief**

DATE: **March 7, 2019**

SUBJECT: **Fire Chief - ISO Rating Release**

Type of Item: *Report*

This will be an update to the City's Insurance Service Office (ISO) rating.

A. Action Item (ID # 3134)

Fire Chief - ISO Rating Release

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Eric Myler, Fire Chief**

DATE: **February 13, 2019**

SUBJECT: **PHYSIO CONTROL LIFEPAK15 & (2) LUCAS CHEST COMPRESSION DEVICES**

Type of Item: *Approval*

Action Item: Physio Control LifePak 15 Heart Monitor & Lucas Chest Compression Devices X2

History: Replacement of old LP12 monitor & addition of new Chest Compression Devices to fleet X2

Currently we have 3 LP15 Heart monitors in service. Lucas Chest Compression (LCD) would be an addition of "state of the art" equipment for our fleet.

We currently pay an annual contract to Physio Control for service on all Physio Control items we have in service including our 3 LP15 heart monitors, and all the in-service AEDs at City Hall, Public Works, and Electric Department. The addition of these 3 items would be included in the current service contract after items are purchased.

I have researched all different chest compression devices that are available on the market today and have found that the Lucas Chest Compression Devices have a better shelf life and will be serviced and checked annually by Physio Control. They seem to be more durable and should be able to hold up better. When researching other devices I found that most the other chest compression devices required add on items that you have to purchase after each use. With the LCD you only have to clean it after each use. Other thing is the batteries are replaced when needed "free of charge" as long as we carry them under the current service contract.

Replacement: The new LP15 would replace an older LP12 which effective January 2019, Physio Control no longer warranties or services due to discontinuance of this monitor. We will be trading this item in for some refund.

Additional Notes: When quotes were done back in 2018 prior to the approval of the 2019 budget, I received quotes and showed that the Physio Control LP15 would cost around

$27,000.00 and the Lucas Chest Compression Devices (LCD) were $14,000.00 apiece. After the approval of the 2019 budget and resubmittal of quotes from Physio Control it was noticed that the LP15 came in under quote for $24,681.38 and the Lucas Chest Compression Devices came in over budget $14,811.93 apiece.

Bid Process: On March 13, 2019 at 1:30 pm, bids were opened and read aloud. Request for bids were sent out to three (3) different medical equipment companies (Zoll, Physio-Control, Phillips). We received two bids from (1) Zoll Medical Corp in the total amount of $57,386.64 and (2) Physio Control, Inc. in the total amount of $54,305.24. All bids made the specifications as given with the exclusion of no color LCD on the Zoll model heart monitor.

Request: With the total of both line items of $55,000.00, I would like to enter both items for purchase at the same time but under separate line items. With the purchase of both items together the total of line items would be $54,305.24 which is under budget if you combine both line items. Other thing is both items would be purchased from the same company.

Staff recommendations: Purchase of both items together.

During the review of several different heart monitor suppliers, and different chest compression devices:

1. We currently have 3 LP15's in service and have always been satisfied with the product.

2. Delivery date would be within a month from approval of purchase.

3. Their service is prompt and usually when we have a repair issue, the service technician is usually here within 24 hours of the repair request.

It is the recommendation from staff and myself to purchase the Physio Control Lifepak 15 heart monitor and the Lucas Chest Compression Devices (2) from Physio Control for the price of **$54,305.24** which includes all the additional devices needed to run the equipment. A total of **$55,000.00** was budgeted for both these line items.

Council Bill No.

Resolution No.

A Resolution of the Board of Aldermen authorizing the city administrator to enter into and execute a purchase agreement with Physio Control, Inc. for one Physio Control Lifepak 15 heart monitor and two Lucas Chest Compression devices for use on the Harrisonville Emergency Services ambulances for a total cost of $55,304.24, and establishing an effective date.

Whereas, Harrisonville Emergency Services ("HES") purchases necessary equipment to provide patient services in the ambulances;

Whereas, monitoring equipment and chest compression equipment is important to patient well-being and assistance;

Whereas, HES went out for bids, published in a paper of public record on February 22, 2019 and received bids on March 13, 2019 at 1:30 p.m., opened those bids in the meeting room of the HES headquarters;

Whereas, Physio Control, Inc. ("Physio Control") was the only vendor to submit a bid;

Whereas, the proposed equipment, one (1) Physio Control Lifepak 15 and two (2) Lucas Chest Compression Devices (the "Equipment"), will replace an outdated Physio Control Lifepak 12 heart monitor currently in service and this item will be traded in for some credit, while the Lucas Chest Compression devices staff proposes as additional equipment to be added to our ambulances;

Whereas, Physio Control currently provides and maintains the current equipment used by HES and the quotes for the new Equipment includes maintenance service and warranty for the lifetime of the Equipment;

Whereas, though the Physio Control submitted the only bid, staff believes the bid from Physio Control, Inc. is appropriate and reasonable;

Whereas, the staff of HES recommends that the Board of Alderman ("Board") approve the bid from Physio Control for the purchase of one (1) Physio Control Lifepak 15 for the price of $24,681.38 and two (2) Lucas Chest Compression Devices for the price of $29,623.86 for a total price of $54,305.24; and

Whereas, the Board accepts the recommendation of staff with respect to the bid from Physio Control and the proposed purchase of the Equipment and finds it to be in the best interest of the City to purchase life-saving equipment from Physio Control, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN 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 and execute an agreement with Physio Control, Inc., of Jefferson City, Missouri, for the purchase of one (1) Physio Control Lifepak 15 Heart Control Monitor, and two (2) Lucas Chest Compression devices in the total amount of $54,305.24.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 18th day of March 2019.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 18th day of March 2019

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To	HARRISONVILLE EMS Attn: Eric Myler 903 S COMMERCIAL HARRISONVILLE,MO 64701 8163808927 emyler@ci.harrisonville.mo.us	Quote Number	00156367
		Revision #	1
		Created Date	1/2/2019
		Sales Consultant	Amy R. LeBar (816) 332-3750 amy.lebar@stryker.com
		FOB	Redmond, WA
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 30
Contract	Vizient T1 CE2543	Expiration Date	2/28/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	32,125.00	-6,029.35	26,095.65	26,095.65
11160-000011	NIBP Cuff-Reusable, Infant	1.00	22.00	-5.00	17.00	17.00
11160-000013	NIBP Cuff-Reusable, Child	1.00	25.00	-5.45	19.55	19.55
11160-000017	NIBP Cuff -Reusable, Large Adult	1.00	34.00	-4.42	29.58	29.58
11160-000019	NIBP Cuff-Reusable, Adult X Large	1.00	49.00	-9.90	39.10	39.10
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-57.90	243.10	243.10
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	59.00	-17.35	41.65	41.65
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	84.00	-23.65	60.35	60.35
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1.00	327.00	-92.40	234.60	234.60
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	479.00	-128.80	350.20	1,400.80
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-3,500.00	-3,500.00

Subtotal	USD 24,681.38
Estimated Tax	USD 0.00

Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 24,681.38

	Pricing Summary Totals
List Price Total	USD 34,942.00
Total Contract Discounts Amount	USD -6,756.20
Total Discount	USD -4.42
Trade In Discounts	USD -3,500.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 24,681.38

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address same as address on quote

Account Name

Address

City

State Zip Code

Shipping Address same as Billing Address

Account Name

Address

City

State Zip Code

Accounts Payable Contact Information

Accounts Payable Contact

Accounts Payable Phone Number

Accounts Payable Email

Customer is Tax Exempt? Yes No

Authorized Customer Signature

Name

Signature

Title

Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number AL/03196203/174293

Quote Number: 00156367

PHYSIO CONTROL

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To

HARRISONVILLE EMS
Attn: Eric Myler
903 S COMMERCIAL
HARRISONVILLE,MO 64701
8163808927
emyler@ci.harrisonville.mo.us

Quote Number	00156366
Revision #	1
Created Date	1/2/2019
Sales Consultant	Amy R. LeBar (816) 332-3750 amy.lebar@stryker.com
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30

Contract Vizient T1 CE2543

Expiration Date 2/28/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.	2.00	15,950.00	-2,073.00	13,877.00	27,754.00
11576-000071	LUCAS Power Supply	2.00	379.00	-49.27	329.73	659.46
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	730.00	-124.80	605.20	1,210.40

Subtotal	USD 29,623.86
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 29,623.86

	Pricing Summary Totals
List Price Total	USD 34,118.00
Total Contract Discounts Amount	USD -4,395.60
Total Discount	USD -98.54
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 29,623.86

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address same as address on quote

Account Name

Address

City

State Zip Code

Shipping Address same as Billing Address

Account Name

Address

City

State Zip Code

Accounts Payable Contact Information

Accounts Payable Contact

Accounts Payable Phone Number

Accounts Payable Email

Customer is Tax Exempt? Yes No

Authorized Customer Signature

Name

Signature

Title

Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number AL/03196203/174297

CITY OF HARRISONVILLE
BID TABULATION

SUBJECT: 2019 Heart Monitor and 2 Chest Compression Devices

BID DATE: 3/13/19 Time: 1:30 DEPT: EMS

BUDGET AMOUNT: $
Anticipated Trade-In - $
Net Budget Amt. $
Acct. No

	CONTRACTOR	TOTAL BID	NOTES, ALTERATIONS, BREAKDOWN, ETA, Etc.
1	Zoll Medical Corp.	28,946.64 28,440.00	Zoll X-Series Monitor -Zoll Autopulse
2	Physio Control Inc.	24,681.38 29,623.86	-Lifepack 15 V4 -Lucas Chest Compression Device x2
3			
4			
5			
6			

ZOLL®

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

Harrisonville Emergency Services
903 S. Commercial Street
Harrisonville, MO 64701

Attn: **Eric Myler, Chief of Department**

email: emyler@ci.harrisonville.mo.us

Tel: 816-380-8925

Fax: 816-380-5630

QUOTATION 301211 V:1

DATE: March 04, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessories Included:** • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide **• One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $ 995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering	1	$37,275.00	$30,565.50	$30,565.50

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Lori Rohling
EMS Territory Manager
800-242-9150, x9331

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Attachment: Zoll Medical X Series Heart Monitor (PHYSIO CONTROL LIFEPAK15 & (2) LUCAS CHEST COMPRESSION DEVICES)

ZOLL®

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

Harrisonville Emergency Services
903 S. Commercial Street
Harrisonville, MO 64701

Attn: **Eric Myler, Chief of Department**

email: **emyler@ci.harrisonville.mo.us**

Tel: 816-380-8925

Fax: 816-380-5630

QUOTATION 301211 V:1

DATE: March 04, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: $2,550 **Masimo Pulse Oximetry** **SP02 $1,795** • Signal Extraction Technology (SET) • Rainbow SET **NIBP Welch Allyn includes: $3,495** • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff **End Tidal Carbon Dioxide monitoring (ETCO2)** **Oridion Microstream Technology: $4,995** Order required Microstream tubing sets separately **Interpretative 12- Lead ECG: $8,450** • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0580-01	**Six hour rechargeable Smart battery**	3	$495.00	$420.75	$1,262.25
3	8200-000100-01	**Single Bay Charger for the SurePower and SurePower II batteries.**	1	$945.00	$708.75	$708.75

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Lori Rohling
EMS Territory Manager
800-242-9150, x9331

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ZOLL®

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

Harrisonville Emergency Services
903 S. Commercial Street
Harrisonville, MO 64701

Attn: **Eric Myler, Chief of Department**

email: emyler@ci.harrisonville.mo.us

Tel: 816-380-8925

Fax: 816-380-5630

QUOTATION 301211 V:1

DATE: March 04, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	REUSE-07-2MQ	REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	1	$52.50	$44.63	$44.63
5	REUSE-09-2MQ	Cuff, Child, 2-Tube, Twist lock connector	1	$52.50	$44.63	$44.63
6	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	1	$52.50	$44.63	$44.63
7	8000-0332	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor (3 ft)	1	$345.00	$258.75	$258.75
8	8000-0333	SpO2 Rainbow DCI Pediatric Resuable Patient Cable/Sensor (3 ft)	1	$395.00	$296.25	$296.25
9	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	$295.00	$221.25	$221.25
10	7800-0300	LifePak 12	1	($4,500.00)	($4,500.00)	($4,500.00)
		*Reflects National Purchasing Partners (NPP) Contract Pricing.				

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EMS Territory Manager
800-242-9150, x9331

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Attachment: Zoll Medical X Series Heart Monitor (PHYSIO CONTROL LIFEPAK15 & (2) LUCAS CHEST COMPRESSION DEVICES)

ZOLL®

Harrisonville Emergency Services
903 S. Commercial Street
Harrisonville, MO 64701

Attn: **Eric Myler, Chief of Department**

email: **emyler@ci.harrisonville.mo.us**

Tel: 816-380-8925

Fax: 816-380-5630

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 301211 V:1

DATE: March 04, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		****Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.**				
					TOTAL	**$28,946.64**

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Attn: **Eric Myler, Chief of Department**

email: **emyler@ci.harrisonville.mo.us**

Tel: 816-380-8925

Fax: 816-380-5630

QUOTATION 301210 V:1

DATE: March 04, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8700-0730-01	**AutoPulse® System with Pass Thru** - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	2	$10,995.00	$10,995.00	$21,990.00
2	8700-0706-01	**LifeBand® 3 pack** - Single-use chest compression band. (3 per package)	4	$375.00	$375.00	$1,500.00
3	8700-0752-01	**AutoPulse® Li-Ion Battery** - for use with the AutoPulse Platform.	6	$825.00	$825.00	$4,950.00
4	8700-0753-01	**Autopulse SurePower Charger, U.S.** Tests, Charges and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty.	2	$2,295.00	No Charge	No Charge
5	8700-000850-40	**AutoPulse® Quick Case, Blue** - All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	2	$495.00	No Charge	No Charge
		Reflects Promotional Pricing valid until April 30, 2019				
					TOTAL	**$28,440.00**

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Lori Rohling
EMS Territory Manager
800-242-9150, x9331

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Attachment: Zoll Medical Autopulse (PHYSIO CONTROL LIFEPAK15 & (2) LUCAS CHEST COMPRESSION DEVICES)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Eric Patterson, Director**

DATE: **March 4, 2019**

SUBJECT: **Electric Department Bucket Truck**

Type of Item: *Purchase*

Issue:

Purchase of a 2019 Bucket Truck to replace existing 2003 Liftall Bucket Truck.

Summary Recommendations:

Requesting approval for the purchase of a 2019 Ford F-550 4x4 cab chassis with an 84" cab to axle length, diesel engine and 19,500 lbs GVWR to replace 2003 LiftAll Bucket Truck which will be auctioned off or used as a trade in.

Background:

The existing bucket truck is due for replacement as an approved 2019 budget item.

Replacement Options:

This purchase complies with our purchasing requirement for equipment. Using specs for 2019 Bucket Truck the city advertised for bids and received the following:

Altec Industries, Inc.	$151,546.00
Drake Scruggs	$149,489.80

Recommendation:

It is the staff's recommendation to purchase with Drake Scruggs for $149,489.80

Council Bill No.

Resolution No.

A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, to authorize the city administrator to execute a Purchase Agreement for one (1) 2019 Ford F550 4WD Versalift VST 47 Bucket Truck from Drake-Scruggs Equipment, Inc., in an Amount of $149,189.80, and establishing an effective date.

WHEREAS, the City of Harrisonville ("City") advertised in a paper of public record and requested bids on February 11, 2019 for a replacement bucket truck for the Electric Department with bids received on February 25, 2019 by 2:00 p.m. and opened in the council chambers of city hall;

WHEREAS, two bids were opened with the low bidder being Drake-Scruggs Equipment, Inc. ("Drake-Scruggs) of Springfield, IL for a 2019 Ford F550 4WD Versalift VST 47 Bucket Truck ("Bucket Truck");

WHEREAS, the City has determined that Drake-Scruggs is the lowest, responsive responsible bidder to provide the Bucket Truck;

WHEREAS, the Bucket Truck will be used by the Electric Dept. to do a variety of jobs as required by City ordinance and in duties for the City;

WHEREAS, Drake-Scruggs agrees to sell the Bucket Truck to the City for a total purchase price of $149,189.80, which staff believes said price is fair and reasonable;

WHEREAS, the staff of City recommends that the Board of Aldermen ("Board") approve the purchase of one (1) 2019 Ford F550 4WD Versalift VST 47 Bucket Truck from Drake-Scruggs;

WHEREAS, the Board accepts the recommendation of staff with respect to the purchase and finds it to be in the best interest of the City and its residents to purchase a new Electric Department Bucket Truck.

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

<u>Section 1</u>: That the City Administrator of the City of Harrisonville, Missouri, is hereby authorized and directed on behalf of the Board of Aldermen to enter into an agreement with Drake-Scruggs Equipment, Inc. of Springfield, IL for the purchase of one (1) 2019 Ford F550 4WD Versalift VST 47 Bucket Truck for the Electric Department for a total

purchase price of $149,189.80.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 18th day of March 2019.

____

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

ATTEST:

____

Randall K. Jones, City Clerk

WITNESS my hand and seal this 18th day of March 2019

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **April Clark, Assistant**

DATE: **March 13, 2019**

SUBJECT: **2019 Sidewalk & Curb Program Construction Contract Award**

Type of Item: *Contract*

Council Bill No.

Resolution No.

A Resolution of the Harrisonville Board of Aldermen Authorizing the city administrator to enter into an agreement with Terry Snelling Construction, Inc. for the repair of sidewalks and curbs, at a cost of $350,000.00, and establishing an effective date.

WHEREAS, the City of Harrisonville ("City") wishes to make improvements to the sidewalk and curb system serving the City;

WHEREAS, the condition of pedestrian facilities serving the City are in need of repair;

WHEREAS, a notice was posted and bids were accepted and opened on February 28, 2019 for such improvements;

WHEREAS, Terry Snelling Construction, Inc. of Independence, Missouri ("Terry Snelling Construction") was determined to be the lowest, responsive and responsible bidder with a base bid of $225,264.00;

WHEREAS, the city engineer reviewed the bids based on the material costs, estimated the cost to do additional work within the budgeted amount if determined to be appropriate, and verified Terry Snelling Construction had the lowest material costs;

WHEREAS, additional sidewalks, curbs, and ADA ramps were included with the bid documents and staff recommends approving those with Terry Snelling Construction up to the budgeted maximum of $350,000;

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 and additional work from Terry Snelling Construction for the sidewalk and curb improvements;

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter into an agreement on behalf of the City of Harrisonville with Terry Snelling Construction, Inc. of Independence, Missouri, to make improvements to the sidewalks and curbs in various locations up to the budgeted amount of $350,000.00.

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 March 2019.

____

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 March 2019

City of Harrisonville est. 1836

2019 SIDEWALK and CURB IMPROVEMENTS

ENGINEERING DEPARTMENT
HARRISONVILLE, MISSOURI

To: **Mayor & Board of Aldermen**

From: **Rodney Jacobs**

Date: **March 12, 2019**

RE: **Construction Contract Award**

Type of Item:
Staff seeks Board approval to award and execute a contract with Terry Snelling Construction for the construction of sidewalks, curbs, and ADA ramps at locations throughout the city.

Issue:
This 2019 Sidewalk and Curb Program will remove and replace damaged and deteriorated facilities at locations identified as critical or unsafe.

Background:
On February 28, 2019, competitive bids for this 2019 program were received and opened as follows:

1. Terry Snelling Construction, Independence, MO…	$225,264.00
2. E&M Underground, Pleasant Hill, MO….	$228,043.20
3. USA Concrete, Inc., Shawnee, KS…	$249,788.75
4. Lan-Tel, Independence, MO…	$255,434.00
5. Tailor Made Exteriors, Lee's Summit, MO…	$264,770.40
6. Builders, LLC, Nevada, MO…	$391,781.20
7. Freeman Concrete Construction, LLC, Shawnee, KS…	$445,653.17

In addition to the base bid, additional sidewalks, curbs, and ADA ramps were included in the bid documents so that if the base bid was under budget, then these additional locations could be added to the work. The project budget is $350,000, so there are funds available for additional repairs.

Recommendations:
Staff has reviewed the submittal information from the low bidder and requests the Board approve the award and execution of a contract with Terry Snelling Construction for the construction of the 2019 Sidewalk and Curb Program for the base bid and add alternates at a cost of $350,000.

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **March 4, 2019**

SUBJECT: **MGT Enterprise Fund Rvw**

Type of Item: *Approval*

Issue:

The Missouri State Auditor presented a report in May of 2017 outlining deficiencies they determined in fund distribution on the part of the City. Sections 3.1, 6.1 & 6.2 related to the formula used by the City to determine the amount of yearly funding from the Enterprise Funds to the General Fund to be inadequate and needing to be reviewed by a qualified entity. The franchise fee was also discussed in the report.

Background:

The City General Fund receives funding from other city funds to help pay for staffing, equipment, or other general needs that have to do with the administration of the individuals funds. The Enterprise funds help with staffing and equipment for billing purposes, financial record keeping through the finance department, and payroll through the administration department. The Enterprise funds are to be strictly used for their intended purposes (e.g. water/sewer funds to pay strictly for water/sewer purposes--staffing, projects, equipment) and the auditor noted in Section 6 of the report that the city did not follow proper procedures when allocating money from CWSS or the Electric Fund for the Highway 291 project and requested the City update it's allocation spreadsheet for proper distribution from the Enterprise Funds.

We advertised 2 times for Request for Qualifications for this type of review. The first round we received one letter turning down the opportunity to perform the work and no submitted RFQ's. After doing more research we found two companies that do this type of review and, after getting it budgeted for 2019 went out for RFQ's. We sent out 4 individual requests and received one reply from a qualified business. We then requested a contract and cost estimate for the chosen company, MGT Group of Tampa, FL with local offices out of Wichita, KS.

Recommendation:

After review of their packet, checking out their references, and discussing the goal of this project with the contractor, we recommend MGT Group to do the Enterprise Fund review at a not to exceed cost of $32,180.

This exceeds what was budgeted for this project ($20,000) but we can compensate by not purchasing new carpet for the front office or Council Chambers ($10,000) and holding off on the push button door lock for the secondary front door ($3,000).

Council Bill No.

Resolution No.

A Resolution authorizing the city administrator to enter into and execute an agreement with MGT Group of Tampa, Florida, to review the annual franchise tax transfers and other allocations by the City of Harrisonville Enterprise Funds to the City's General Fund, at a cost not to exceed of $32,180, and establishing an effective date.

WHEREAS, the Missouri State Auditor ("State Auditor") released a report in May of 2017 that found the City had no documented basis for determining the annual franchise tax transfers from the Electric Fund of the City of Harrisonville ("City") to the General Fund of the City ("Transfers");

WHEREAS, the State Auditor stated that it is important to periodically re-evaluate those Transfers that the City charges the utility Enterprise Funds;

WHEREAS, the City sent out Requests for Qualifications ("RFQ") with respect to the re-evaluation of the Transfers and advertised in a paper of public record on December 21, 2018 and received one response from a qualified company on the due date of January 18, 2019;

WHEREAS, City staff reviewed the submittal and found the company, MGT Group ("MGT") of Tampa, Florida, to be qualified to perform the fund review Transfers and to adequately provide the City with an allocation analysis spreadsheet to be used for budget preparation;

WHEREAS, City staff negotiated with MGT and propose to the Board of Aldermen ("Board") the draft agreement attached to this Resolution as Exhibit A ("Consulting Services Agreement") which includes a "not to exceed" cost of $32,180 to perform the work stated in the RFQ;

WHEREAS, after review of the recommendation from staff, that the Board agrees it is in the best interests of the City and its residents to authorize and execute the proposed Consulting Services Agreement with MGT attached hereto as Exhibit A and to review the Transfers as noted by the State Auditor.

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, Missouri is hereby authorized and directed on behalf of the Board of Aldermen to enter into and execute the proposed Consulting Services Agreement (Exhibit A) with MGT Group of Tampa, Florida, to review Transfers by the Enterprise Fund to the General Fund at a cost not to exceed $32,180.00.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 18TH DAY OF MARCH 2019.

____

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 March 2019

CONSULTING SERVICES AGREEMENT

By and Between
City of Harrisonville, Missouri
and
MGT of America Consulting, LLC.

THIS AGREEMENT is made this _____ day of March 2019, by and between the City of Harrisonville, Missouri ("Client"), and MGT of America Consulting, LLC., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the **Scope of Services** specified in this Section ("the **Scope of Services**") for the **Project** under the terms of this Agreement.

1.1. Scope of Services.

MGT shall provide to Client the following services for the Project titled *Review of Relationship between Enterprise Funds and General Fund* (the "**Project**"). Work tasks and deliverables will be consistent with the MGT Proposal designated as Schedule B and incorporated herein by reference (the "Proposal") dated January 18, 2019 for the following **Scope of Services**:

- A review of all fees paid by the separate Enterprise Funds to the General Fund (fees) and develop a formula(s) that is consistent with accepted and approved accounting practices, provide fair and equitable funding to the General Fund as other investor owned utilities (franchise tax), and demonstrate the cities endeavor to follow the 2017 State Audit which states, "To ensure these electric transfers are reasonable, it is important the city evaluate the value of the government services the transfers are offsetting during the annual budget process and document its process for determining the percentage to be charged."

- The formula(s) developed will have to be replicated year to year with the creation of a digital spreadsheet formulation that can be utilized on an Excel spreadsheet to use monthly for funds distribution and for the yearly budget creation and adoption by the Board of Aldermen. The spreadsheet will become the property of the city for its use.

The **Project Scope of Services** shall meet generally-accepted auditing standards, and the independent standards of the GAO Standards for Review of Governmental Organizations, Programs, Activities and Functions

1.2. Description of Enterprise Funds and General Fund Departments.

The departments and funds to be analyzed by MGT as part of the **Scope of Services** include, but are not limited to, the following:

- The Enterprise Funds include:
  - CWSS (Combined Water/Sewerage Services) Fund
  - Electric Utility Fund
  - Refuse (trash collection) Fund (pass through plus administrative fee)
  - Community Center/Parks (1/2 cent park sales tax)

- The General Fund departments are:
  - Administration
  - Finance
  - Community Development
  - Street Department
  - Police (specific 1/8th cent sales tax)
  - EMS/Fire (specific ¼ cent sales tax and ambulance revenue)

2. Compensation.

For its work on the **Scope of Services** under this Agreement, MGT shall be paid pursuant to the hourly rates set forth in **Schedule A** that is attached hereto and incorporated by reference. Provided that no extended services beyond the agreed **Scope of Services** described herein shall be performed unless authorized in writing by an amendment to this Agreement.

The basic tasks, hours and fees in **Schedule A** contain all direct and indirect costs including meetings, presentations, traveling, lodging, etc. Provided however, MGT agrees that the maximum cost to the Client shall not exceed $32,180.00. MGT further agrees that the Client shall not be responsible for any costs incurred by MGT in preparation of its proposal as a bidder for this **Project**.

MGT shall render invoices to Client for fees earned. Invoices shall be payable on receipt and will be delinquent 30 days from receipt by Client. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product or the Services or to perform any act reasonably necessary for MGT to proceed or continue with providing the Services.

3. MGT Project Team and Authorized Representative.

The following MGT authorized representative, executives, and employees shall be assigned to the MGT Project Team that will complete the Project. MGT further agrees to utilize such other employees as are reasonably necessary to complete the **Project Scope of Services**.

3.1. Authorized Representative.

The MGT authorized representative for the **Project** shall be **J. Bradley Burgess**, Executive Vice President, ("Authorized Representative") who shall be authorized to commit and make representations on behalf of MGT during the term of this Agreement. His contact information is, as follows:

2251 Harvard St., Ste. 134, Sacramento CA 95815
P: 916-443-3411; Email: bburgess@mgtconsulting.com

3.2. Project Leader/Contact for Proposal Questions.

The MGT Project Leader and authorized Contact for Proposal Questions for the **Project** shall be **Bret Schlyer**, Vice President, Financial Solutions Group, whose contact information is, as follows:

13303 W. Maple, Suite 139 # 177, Wichita, KS 67235
P: 316-214-3163; Email: bschlyer@mgtconsulting.com

3.3. Project Team.

The MGT **Project** team includes, but is not limited to:

- Bret Schlyer, Vice President
- Jerry McKenzie, Sr. Manager
- Ricardo Cepin, Technical Advisor, CPA

4. Term and Termination.

This Agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the **Scope of Services**. For recordkeeping purposes, the term of this Agreement shall be from the date of execution through December 31, 2019, this contract may be terminated prior to completion of the **Scope of Services** at the option of either party, upon delivery of thirty (30) days advanced written notice by the terminating party to the other party. Provided, however, that if any work on an identified portion of the **Scope of Services** is in progress, but not completed as of the date of termination, then this Agreement may be extended beyond the agreed termination date, by the written Agreement of the parties hereto, until said identified portion of the **Scope of Services** is complete and accepted.

4.1. **Termination by Client**. In the event of early termination by Client, MGT shall be paid for any work accepted by Client, upon invoicing in accordance with this Agreement, the agreed compensation for **Scope of Services** performed, plus expenses incurred, prior to termination. In the event that Client terminates the Agreement for cause, default or negligence, then, in that event, the aforesaid 30 days' advance notice requirement is waived by MGT.

4.2. **Termination by MGT**. In the event of early termination by MGT, Client may contract with an alternate provider, and MGT shall pay the Client for any increased costs for the **Scope of Services** thereby incurred by the Client, plus expenses incurred to rebid and contract with an alternate provider.

5. Independent Contractor Status

As stated herein, the relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

6. Miscellaneous

6.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3. Subcontracting and Assignment.

MGT may utilize subcontractors, with the agreement of Client, in performing the **Scope of Services**, but MGT shall remain responsible to Client for performance under this Agreement. This Agreement shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4. Interpretation, Venue, and Severability.

This Agreement shall be construed, interpreted, governed and enforced in accordance with Missouri law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought in the Missouri state court having jurisdiction in Harrisonville, Missouri. The City of Harrisonville, Missouri shall be the only party/entity legally responsible for Client's performance and payment under this Agreement.

6.5. Prior Performance.

Services performed by MGT pursuant to Client's written authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows

If to MGT: MGT of America Consulting, LLC.
Attn: Bret Schlyer, (FSMTN)
4320 West Kennedy Boulevard
Tampa, FL 33609

If to Client: City of Harrisonville
Attn: Happy Welsh, City Administrator
Harrisonville City Hall
300 E. Pearl St.
Harrisonville, MO 64701

With Copy to: John H. Fairfield
Attorney at Law
City Attorney City of Harrisonville, Missouri
5555 NW Barry Rd, Ste. A
Kansas City, MO 64154

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

6.7. Sovereign Immunity.

MGT hereby agrees that the Client has not, and does not, waive any immunities or exemptions, or sovereign immunity, to which the Client/City and City Staff, its public officials, officers and employees, are entitled by law.

6.8. 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.

6.9. Taxes.

MGT shall pay all applicable federal, state, and local taxes, if any.

6.10. Assignment and Modification.

Neither party shall not assign, transfer, sublet, exchange or encumber this Agreement, or any part thereof or the Scope of Services, without the express written consent of the other party and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto. This Agreement and the attachments hereto shall not be modified or amended in any way, except if done in writing, and signed by both the Client and MGT. No subcontract shall under any circumstances relieve MGT, if any, of MGT's liability and obligation under the Agreement, and all transactions will be made through the MGT. Subcontractors will be recognized and dealt with only as representatives of MGT.

6.11. Compliance with Laws.

MGT shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the Agreement, and save harmless the Client for or on account of all charges or damages for non-observance thereof. MGT shall be held responsible for all violations of the law for any cause in connection with the **Scope of Services**.

6.12. Familiarity with Laws and Ordinances.

The signing of this Agreement for the Scope of Services shall be considered as a representation that MGT is familiar with all Federal, State and Local laws, ordinances and regulations which affect those engaged or employed in the Scope of Services, or equipment used in the work, or which in any way affect the conduct of the Scope of Services, and no plea or misunderstanding will be considered on account of ignorance thereof. If MGT discovers any provision in the specifications, or Agreement which are contrary to, or inconsistent with any law, ordinance, or regulation, he shall report it to the Client City Administrator in writing without delay.

6.13. Contractor Shall Notify City of Name Change.

MGT agrees to notify the Client, in writing, within thirty (30) days of any change of MGT name specified on this Agreement. If such a change occurs, the Client, at its sole discretion, may terminate the Agreement in effect and require execution of a new Agreement with MGT under the changed name.

6.14. Consultant's Bankruptcy.

If MGT shall be adjudged bankrupt or file any proceedings under any bankruptcy law or become insolvent; then the Client, or Client's authorized agent, may, at their option, immediately terminate this Agreement. Notwithstanding such Agreement termination by the Client, MGT shall nevertheless remain liable to Client for the terms and conditions of this Agreement. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of the MGT by operation of the law, nor included as an asset in MGT's bankrupt estate.

6.15. 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. Except as otherwise specified in the Agreement, 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.

6.16. 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.

6.17. Waiver.

No waiver of any default by MGT hereunder shall be implied for any omission by Client to take any action on account of such default if such default persists or is repeated. One or more waivers of any covenant, term or condition of this Agreement by Client shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

6.18. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

6.19. Time of Essence

Time shall be of the essence in the performance of each and every covenant by MGT pursuant to the terms of this Agreement. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

6.20. Entire Agreement

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. Furthermore, no verbal agreement or conversation with any officer, agent or employee of the Client or Client City Staff, either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Client or MGT.

6.21. 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 acknowledgement 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.

6.22. Indemnity

The MGT agrees to indemnify and hold harmless the Client and its public officials, officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the MGT or its agents or employees. The MGT is not required hereunder to defend the Client, its officers, agents or employees, or any of them from assertions that they were negligent or indemnify and save them harmless from liability based on the Client, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

6.23. Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri, if required by law.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

City of Harrisonville, Missouri

Signature ______________________________
Name: Happy Welsh
Title: City Administrator
Address: 300 E. Pearl St.
City/State/Zip: Harrisonville, MO 64701

MGT of America Consulting, LLC.:

Signature: ______________________________
Name: J. Bradley Burgess
Title: Executive Vice President
Address 4320 West Kennedy Boulevard
City/State/Zip: Tampa, FL 33609
Federal Employer ID: 81-0878597

Consulting Services Agreement
Schedule A

City of Harrisonville, Missouri
Review of Relationship between Enterprise Funds & General Fund

		HOURS			COST
		$205 Hourly Rate	$170 Hourly Rate	$150 Hourly Rate	
#	**Task**	**Project Director**	**Project Consultant**	**Technical Advisor**	**Total Cost**
1	Conduct an initial meeting with designated personnel	8	8		$3,000
2	Collect basic financial and operational data	2	6		$1,430
3	Prepare for department interviews	2	4		$1,090
4	Conduct department interviews	8	8		$3,000
5	Prepare City-wide cost allocation plan	4	26		$5,240
6	Establish methodologies for all other enterprise fund transfers	4	50	4	$9,920
7	Provide draft report	8	12	4	$4,280
8	Provide final report	8	8	4	$3,600
	Subtotals	**44**	**122**	**12**	**$31,560**
	Travel Expenses (rental car, meals, hotels - 2 trips expected)				620
	Total Expected Cost				**$32,180**

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Randy Jones, City Clerk**

DATE: **March 5, 2019**

SUBJECT: **Southland Shopping Center Public Hearing**

Type of Item: *Public Hearing*

PUBLIC HEARING POSTPONED BY BOARD OF ALDERMEN

AT MARCH 4, 2019 MEETING TO

BOARD OF ALDERMEN MEETING

7 PM, MARCH 18, 2019

CITY HALL

300 PEARL ST.

HARRISONVILLE, MO 64701

City of Harrisonville

Notice of Public Hearings

Notice is hereby given of a public hearing before the Planning and Zoning Commission of the City of Harrisonville, MO at 6:00 p.m. on Thursday, February 21, 2019, and a public hearing before the Board of Aldermen at 7:00 p.m. on Monday, March 4, 2019. Both hearings are at City Hall at 300 E. Pearl Street in Harrisonville, MO 64701. Kim Bartalos, agent for Harrisonville LLC, owners of the 6-acre Southland Shopping Center at 1799-1811 East Mechanic St. and 204 - 208 Oriole St., has made application to rezone the tract from C-1 Local Business Zoning District to the C-2 Services Business Zoning District. The property is also described as follows:

ALL THAT PART OF LOTS 4 AND 5 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 44, RANGE 31, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40 RODS EAST OF THE SOUTHWEST CORNER OF LOT 4 OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 0 DEGREES 01

MINUTE 43 SECONDS WEST, 1465.33 FEET; THENCE EAST 292.96 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 40.00 FEET SOUTHEASTERLY OF STATION 584+50 OF MISSOURI STATE HIGHWAY NO. 7, AND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 7; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 4337.18 FEET, AND A CHORD BEARING OF NORTH 60 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 470.14 FEET; THENCE SOUTH 28 DEGREES 24 MINUTES 10 SECONDS EAST, ALONG THE WESTERLY LINE OF ORIOLE STREET, 232.96 FEET; THENCE FOLLOWING THE WESTERLY LINE OF ORIOLE STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 575.48 FEET AND A CHORD BEARING OF SOUTH 16 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 238.97 FEET; THENCE SOUTH 76 DEGREES 48 MINUTES 07 SECONDS WEST, 4.68 FEET; THENCE SOUTH 24 DEGREES 24 MINUTES 05 SECONDS WEST, 70.12 FEET; THENCE SOUTH 63 DEGREES 00 MINUTES 00 SECONDS WEST 185.00 FEET; THENCE SOUTH 76 DEGREES 04 MINUTES 51 SECONDS WEST, 296.98 FEET; THENCE NORTH 15 DEGREES 26 MINUTES 29 SECONDS WEST, 300.13 FEET; THENCE NORTH 24 DEGREES 23 MINUTES 58 SECONDS WEST, 121.55 FEET, TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 7; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT WITH A RADIUS OF 4347.18 FEET AND A CHORD BEARING OF NORTH 64 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 35.76 (MEASURED 35.70 FEET) FEET; THENCE NORTH 25 DEGREES 57 MINUTES 55 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

The application is available for public review at City Hall and all interested parties are encouraged to attend the public hearing. For more information please call Roger Kroh, Community Development Planner at (816) 380-8922.

Jamie Martin

Secretary to the Board of Zoning Adjustment

F. Discussion Item (ID # 3133)

Southland Shopping Center Public Hearing

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**
FROM: **Roger Kroh, Planner**
DATE: **February 27, 2019**
SUBJECT: **Southland Shopping Center Rezoning to C-2**

Type of Item: *Rezoning*

Case No.: RZ-19-002

BOA Meeting: March 4, 2019
PZ Meeting: Feb. 21, 2019

GENERAL INFORMATION

Request:	Approval of rezoning from "C-1" Local Business Zoning District to "C-2" Service Business Zoning District
Location:	1799-1811 East Mechanic St. and 204 - 208 Oriole
Applicant/Owner Representative	Kim Bartalos, Vice President of Real Estate Services Block Real Estate Services
Owner:	Harrisonville LLC
Existing Zoning:	"C-1" Local Business Zoning District
Proposed Zoning:	"C-2" Service Business Zoning District
Acres:	6 acres
Adjacent Zoning:	North: "R-2" Two Family Residential and "RP-4" Planned Apartment Residential South "R-1" Single Family Residential West: "R-1" Single Family Residential East: "C-1" Local Business, "C-2" Service Business and

“R-4” Apartment Residential

PLANNING AND ZONING COMMISSION ACTION: At their February 21, 2019 Planning and Zoning Commission (PZ) Meeting, there was only one member of the public in attendance and he did not speak on any agenda item. The PZ Commission unanimously recommended that the Board of Aldermen (BOA) approve the rezoning of the Southland Center from C-1 to C-2 subject to confirmation that the rezoning will not cause an existing tenant in the center that has furniture to become non-conforming. Staff has subsequently determined that the company would be permitted in the C-2 zoning district as retail and wholesale sales are permitted and occur at this location. At the PZ Commission meeting it was also discussed that Dollar General has been selling beer and wine since it opened in 2007 in the Southland Center. This is not a permitted use in the C-1 zoning district. Approval of the rezoning to C-2, which does allow the sale of alcoholic beverages, will bring Dollar General into conformance.

COMMENTS:

The City is in receipt of an application from Kim Bartalos, agent for Harrisonville LLC, owners of the 6-acre Southland Shopping Center at 1799-1811 East Mechanic St. and 204 - 208 Oriole St., to rezone the property from C-1 Local Business Zoning District to the C-2 Service Business Zoning District to allow a wider range of tenants in the existing center. Examples of C-2 uses that would have an interest in locating in the center are meeting halls, pet grooming, restaurants that serve alcohol, and automotive equipment sales. Uses allowed in C-2 not compatible with the area, i.e. truck, boat and farm machinery sales, would very likely not wish to locate on the Southland property anyway due to the traffic and visibility that is much less than on MO. 291.

REVIEW OF APPLICATION:

1. **The character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property.**

   The character of the surrounding neighborhood is a mixture of single-family, duplexes, apartments, C-1 uses and C-2 uses. We believe that the C-2 uses drawn to the center will be compatible with the neighborhood.

2. **The physical character of the area in which the property is located.**

   The east-west corridor across the front of the Southland shopping center does not have the high traffic numbers as do many other major commercial corridors. C-2 uses that would potentially use the shopping center would be compatible with the neighborhood.

3. **Consistency with the goals and objectives of the Comprehensive Plan and other plans, codes and ordinances of the City.**

The proposed rezoning will help keep Southland more occupied than it has been in the past and reduce the potential that the area will appear to be deteriorating due to the vacancies in the center.

4. **Suitability of the subject property for the uses permitted under the existing and proposed zoning districts.**

   This application is unique in that the neighborhood center already exists. Only uses that are compatible with existing center will choose to locate there.

5. **The trend of development near the property, including changes that have taken place in the area since the subject property was placed in its current zoning districts.**

   Existing residential and non-residential development in the area is compatible. It is expected that C-2 uses will choose to locate there that are successful in such mixed-use areas.

6. **The extent to which the zoning amendment may detrimentally affect nearby property.**

   The existing shopping center will define the type of development that will locate in the center and C-2 uses such as outdoor boat and truck sales are not expected to wish to locate at the Southland Center.

7. **Whether public facilities and services will be adequate to serve development allowed by the requested zoning map amendment.**

   The types of uses that will go into Southland shopping center will not have higher sewer, water, parking and traffic requirements than the uses that now exist.

8. **The suitability of the property for the uses to which it has been restricted under the existing zoning regulations.**

   The subject property is currently suitable for the uses to which it has been used. It is also suitable to the C-2 uses that will wish to locate there.

9. **The length of time (if any) the property has remained vacant as zoned.**

The Southland Center has been plagued by vacancies in recently years. Rezoning the center to C-2 would help reduce the number of vacancies in the center. Increasing the number of uses that can locate in the center will improve the economic vitality of the area.

10. Whether the proposed zoning map amendment is in the public interest and is not solely in the interest of the applicant, and

Vacancies in a neighborhood shopping center reflects negatively on the entire neighborhood. Reducing the number of vacancies will have a positive impact on the surrounding neighborhood.

11. The gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

Denying the application will continue the past track record of vacancies in the Southland center. Approving the application will increase the chances that the center will be fully or near fully occupied and this will improve the economic vitality of the surrounding area. .

STAFF RECOMMENDATION: Approval--based upon the findings in the staff report.

Council Bill No.

Ordinance No.

An Ordinance to rezone the property described as the Southland Shopping Center At 1799-1811 East Mechanic St. And 204-208 Oriole St. from the C-1 Local Business Zoning District to the C-2 Service Business Zoning District in the City of Harrisonville, Cass County, Missouri, and establishing an effective date.

WHEREAS, an application was submitted to the City of Harrisonville ("City") to rezone property described as the Southland Shopping Center at 1799-1811 East Mechanic St. and 204-208 Oriole St. from the C-1 Local Business Zoning District to the C-2 Service Business Zoning District in the City of Harrisonville, Cass County, Missouri;

WHEREAS, the Planning and Zoning Commission of the City of Harrisonville, after placing a legal notice in a newspaper of record and mailing a notice to all property owners within 185 feet of the property, conducted a public hearing on the application on February 21, 2019 and unanimously recommended with a vote of 7 Ayes and 0 Nays that the Board of Aldermen approve the rezoning to C-2 with certain conditions;

WHEREAS, staff has reviewed the request and found it to be compatible with the neighborhood;

WHEREAS, the Board of Aldermen of the City of Harrisonville, after placing a legal notice in a newspaper of record and mailing a notice to all property owners within 185 feet of the property, conducted a public hearing on the application on March 4, 2019;

WHEREAS, after considering the recommendation of the Planning and Zoning Commission, the recommendation from staff supporting the rezoning, input from the public on the property to be rezoned and the surrounding property for promoting the public health, safety, morals and general welfare of the community, the Board of Aldermen determined that the hereinafter described property should be rezoned and the rezoning is in the best interest of the City of Harrisonville and its residents.

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

SECTION 1. That the following described property owned by Harrisonville LLC is hereby rezoned from the C-1 Local Business Zoning District to the C-2 Service Business Zoning District in the City of Harrisonville, Cass County, Missouri, to-wit:

ALL THAT PART OF LOTS 4 AND 5 OF THE NORTHWEST QUARTER OF

SECTION 3, TOWNSHIP 44, RANGE 31, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40 RODS EAST OF THE SOUTHWEST CORNER OF LOT 4 OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 0 DEGREES 01 MINUTE 43 SECONDS WEST, 1465.33 FEET; THENCE EAST 292.96 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 40.00 FEET SOUTHEASTERLY OF STATION 584+50 OF MISSOURI STATE HIGHWAY NO. 7, AND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 7; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 4337.18 FEET, AND A CHORD BEARING OF NORTH 60 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 470.14 FEET; THENCE SOUTH 28 DEGREES 24 MINUTES 10 SECONDS EAST, ALONG THE WESTERLY LINE OF ORIOLE STREET, 232.96 FEET; THENCE FOLLOWING THE WESTERLY LINE OF ORIOLE STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 575.48 FEET AND A CHORD BEARING OF SOUTH 16 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 238.97 FEET; THENCE SOUTH 76 DEGREES 48 MINUTES 07 SECONDS WEST, 4.68 FEET; THENCE SOUTH 24 DEGREES 24 MINUTES 05 SECONDS WEST, 70.12 FEET; THENCE SOUTH 63 DEGREES 00 MINUTES 00 SECONDS WEST 185.00 FEET; THENCE SOUTH 76 DEGREES 04 MINUTES 51 SECONDS WEST, 296.98 FEET; THENCE NORTH 15 DEGREES 26 MINUTES 29 SECONDS WEST, 300.13 FEET; THENCE NORTH 24 DEGREES 23 MINUTES 58 SECONDS WEST, 121.55 FEET, TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 7; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT WITH A RADIUS OF 4347.18 FEET AND A CHORD BEARING OF NORTH 64 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 35.76 (MEASURED 35.70 FEET) FEET; THENCE NORTH 25 DEGREES 57 MINUTES 55 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the official zoning map of the City of Harrisonville shall be amended to reflect said changes in zoning.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. 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 ____ day of March 2019. Read for the second time by title only on the _____ day of March 2019 and was duly approved by the Board of Aldermen this ________ day of March 2019.

____

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

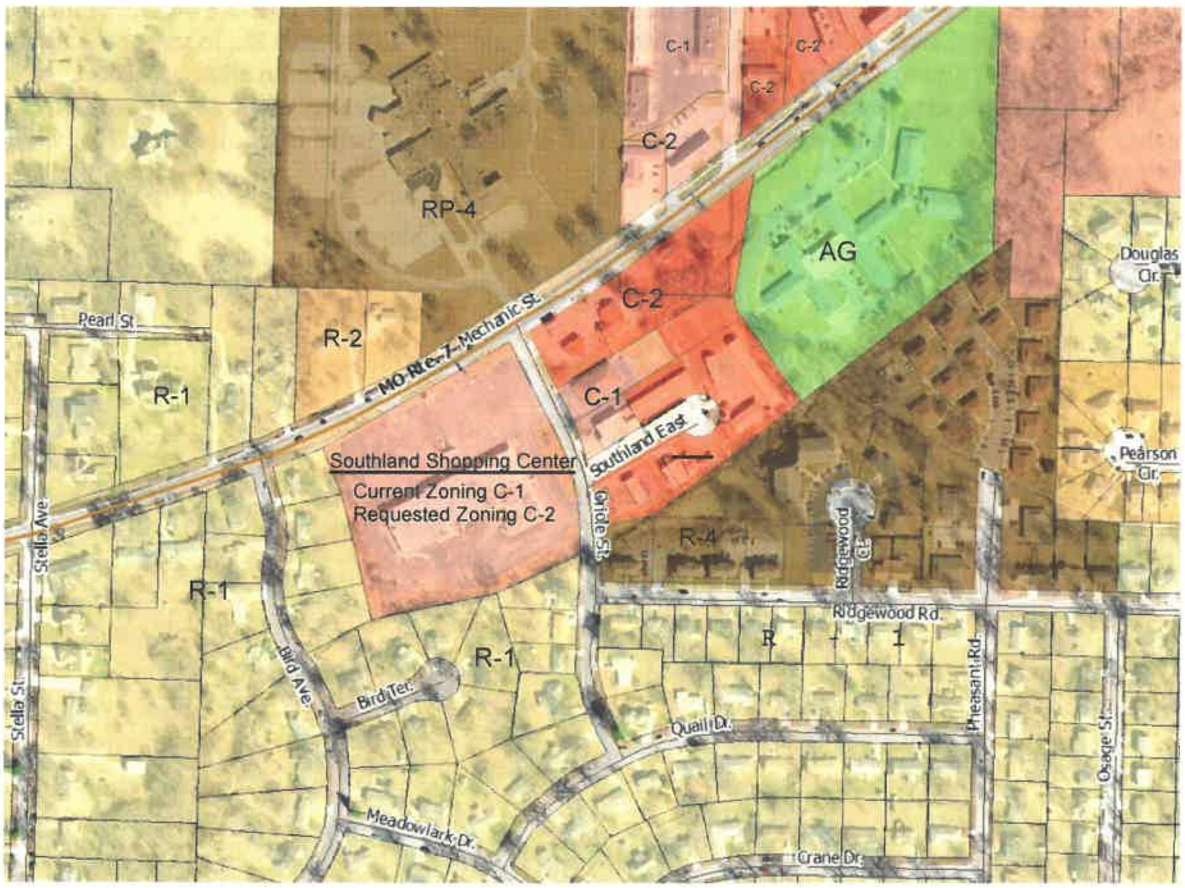
ATTEST:

____

Randall K. Jones, City Clerk

APPROVED by the Mayor this _____ day of ________, 2019

VICINITY MAP



City of Harrisonville est. 1836

DRAFT

MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
CITY HALL
FEBRUARY 21, 2019
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Chair Chris Chiodini

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Present	
Scott Milner	Harrisonville		Present	
Brian Hasek	Harrisonville	Mayor	Present	
Jim Proctor	Harrisonville		Present	
Virgil Butler	Harrisonville		Absent	
Dorothy Young	Harrisonville	Vice-Chair	Present	
Cheryl Bush	Harrisonville		Present	
Barrett Welton	Harrisonville		Present	

Also in attendance were Roger Kroh, Community Development Planner; Brad Bockelman, Board Liaison; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Jan 3, 2019 6:00 PM

Dorothy Young made a motion to amend the minutes of the January 3, 2019 meeting by referencing the discussion on how the city will handle non-conforming signs. Brian Hasek seconded the motion.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dorothy Young, Vice-Chair
SECONDER:	Brian Hasek, Mayor
AYES:	Chiodini, Milner, Hasek, Proctor, Young, Bush, Welton
ABSENT:	Virgil Butler

3. Agenda Items

Publish

A. Rezoning the Southland Shopping Center from "C-1" Local Business Zoning District to "C-2" Service Business District and Public Hearing

Roger Kroh presented Packet Pages 4-9, application for proposed Rezoning of the Southland Shopping Center from "C-1" to "C-2". The proposed change would expand the shopping center to a broader range of uses, such as meeting rooms, restaurants that serve alcohol, alcohol sales, pet groomers, pet stores and automotive equipment sales. This would help marketing the shopping center, leading to fewer vacancies and maintaining the neighborhood. Mr. Kroh said that there are some C-2 uses that are not compatible with the neighborhood. But, he believes the chances of these uses locating at Southland are very small because the shopping center already exists and these businesses, such as boat and farm machinery sales, prefer sites with more traffic and visibility.

The Public Hearing was opened.

Kim Bartalos, agent for Harrisonville LLC, stated that this change would fix current issues with the Shopping Center. The change from "C1" to "C2" would allow her to lease spaces to a wider range of businesses including; restaurants that sell alcohol, pet groomers, pet stores and others. She said the rezoning to C-2 will also fix the situation in which Dollar General has been selling beer and wine for nearly 15 years. This is not a C-1 use. Kim Bartalos added that an existing tenant is storing Scandanavian furniture and she is not sure if this is a C-1 or C-2 use. Chris Chiodini asked staff to research whether the furniture business will be conforming or non-conforming if the C-2 zoning is approved.

Brian Hasek moved that the rezoning of the Southland Shopping Center from C-1 (Local Business Zoning District) to C-2 (Service Business District) Zoning be forwarded to the Board of Aldermen with a favorable recommendation subject to the existing uses in the center being permitted in the C-2 Zoning District. Dorothy Young seconded the motion.

RESULT:	**RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]**
MOVER:	Brian Hasek, Mayor
SECONDER:	Dorothy Young, Vice-Chair
AYES:	Chiodini, Milner, Hasek, Proctor, Young, Bush, Welton
ABSENT:	Virgil Butler

B. Application for Replat of "The Oaks".

Roger Kroh presented Packet Pages 10-15, request of John Coffey, owner of The Oaks Manufactured Home Park, that the City approve The Oaks Replat, a Replat of Lots 12, 13, 14 and the recreation area of The Oaks, Second Addition. The replat increases the lots from 34 to 37 and moves the .77 acre recreation area to a 1.1 acre area on the south property line of The Oaks. The City Engineer has approved the stormwater master plan.

Brian Hasek made a motion to recommend that the Board of Aldermen approve the replat subject to the applicant obtaining certificates and flood plain development permits when required by Code. Dorothy Young seconded the motion. The motion passed unanimously.

RESULT:	**RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]**
MOVER:	Brian Hasek, Mayor
SECONDER:	Dorothy Young, Vice-Chair
AYES:	Chiodini, Milner, Hasek, Proctor, Young, Bush, Welton
ABSENT:	Virgil Butler

4. Discussion Items

NA

5. Adjourn

Respectfully Submitted,

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Jamie Martin, Recording Secretary