



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 2, 2020
7:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Henry Scott Service Award**
 - B. Proclamation for Shen Yun Performing Arts**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Work Session - Feb 18, 2020 5:30 PM**
 - B. Board of Aldermen - Regular Meeting - Feb 18, 2020 7:00 PM**
- 5. Agenda Items**
 - A. Council Bill 007: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE PAYMENT TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI), FOR PURCHASING GIS SOFTWARE AND ONLINE SERVICES AS PART OF THE THREE YEAR GIS SOFTWARE SYSTEM UPGRADE FOR THE CITY OF HARRISONVILLE IN AN AMOUNT NOT TO EXCEED \$15,000/YEAR.**
 - B. Council Bill 008: A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO INCLUDE AND EXECUTE THE DNR REQUIRED ONE YEAR FOLLOW UP TO THE CITY'S CONTRACT WITH BURNS AND MCDONNELL AND ESTABLISHING AN EFFECTIVE DATE.**
 - C. ACCI Specialty Materials Special Use Permit - Public Hearing**

- D. Council Bill 009: AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, GRANTING A 5-YEAR SPECIAL USE PERMIT TO ACCI SPECIALTY MATERIALS TO UTILIZE A MAXIMUM OF TWO (2) CONEX STORAGE CONTAINERS AT 1701 VINE STREET SUBJECT TO CERTAIN CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.**
 - E. Council Bill 010: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, AMENDING SECTION 110.180 OF THE HARRISONVILLE CITY CODE OF ORDINANCES TO CHANGE THE REGULAR MEETING TIME THE BOARD OF ALDERMEN MEETS FROM 7:00 P.M. TO 6:00 P.M. AND ESTABLISHING AN EFFECTIVE DATE.**
- 6. Aldermen and Committee Reports**
- 7. Report from the City Administrator**
- 8. Questions from the Media**
- 9. Adjourn to Executive Session Pursuant to RSMo 610.021 (2) Real Estate**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 28th day of February, 2020

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

Presented by the Mayor and the Harrisonville Board of Aldermen to

Henry Scott

In Grateful Appreciation for

10 Years

Of Dedicated Service to



March 2, 2020

Judy Bowman, MAYOR



Shen Yun Performing Arts Days March 28-29, 2020

Whereas, the **Falun Dafa Association of Kansas City** is dedicated to the revitalization of 5,000 years of genuine Chinese culture; and

Whereas, the **Falun Dafa Association of Kansas City** is devoted to promoting a higher standard of ethical and moral behavior; and

Whereas, the **Falun Dafa Association of Kansas City** is determined to preserve the very best of art, in all of its forms; and

Whereas, in its endeavors to do all these, the **Falun Dafa Association of Kansas City** has brought **Shen Yun Performing Arts** to the Kansas City area nearly every year since 2008; and

Whereas, **Shen Yun Performing Arts** presents the True cultural heritage of traditional China; and

Whereas, **Shen Yun Performing Arts** is comprised of a unique group of leading artists who share in a vision of cultural renewal; and

Whereas, **Shen Yun Performing Arts** not only entertains, but also more deeply educates, enriches, and inspires, offering audiences of all ages a rare experience of consummate beauty and goodness; and

Whereas, evoking themes of virtue, compassion, and courage, **Shen Yun Performing Arts** leaves millions of viewers from all cultural backgrounds filled with joy, energy, hope and peace in the most prestigious venues of the world.

NOW, THEREFORE, BE IT RESOLVED THAT I, Judy Bowman, Mayor of the City of Harrisonville, do hereby recognize the **Falun Dafa Association of Kansas City** by proclaiming the days of March 28-29, 2020 as **Shen Yun Performing Arts Days** in the City of Harrisonville and join my fellow citizens in extending our best wishes for their continued success in the future.

Judy Bowman, Mayor



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
FEBRUARY 18, 2020
5:30 PM

1. Call to Order

The meeting was called to order at 5:30 PM by Mayor Judy Bowman

2. Present

Attendee Name	Organization	Title	Status	Arrived
Mike Zaring	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Excused	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Clint Miller	Harrisonville	Board Member	Excused	
David Dickerson	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present were: City Administrator Brad Ratliff, Police Chief John Hofer, Building Official Chris Arthur, City Planner Roger Kroh, Public Information Officer/Deputy City Clerk Daniel Barnett and City Clerk Randall Jones, Recording.

3. Discussion Items

A. Food Truck Discussion

Mayor Bowman introduced Andrew Warlen, Cass County Health Department Director and Andrew Carpenter, Cass County Health Department Environmental Supervisor who were present for the discussion on food trucks.

Chris Arthur, Building Official, lead the discussion on food trucks and the need for regulations and permitting. He said there are currently three food trucks licensed in Harrisonville. Arthur stated the City would need to look at developing a policy and ordinance to establish guidelines. One question brought up was would they be allowed on public property. He would like to develop a focus group with stakeholders from the community to get input on food trucks.

Mayor Bowman said the City needs to tighten up business license requirements including the addition of yearly inspections.

Andrew Warlen stated that farmers are not required to have a permit or a license to sell produce.

Chris Arthur stated that the city needs to establish proximity rules in regard to distance from food establishments and schools. He reported that Harrisonville currently has 33 restaurants, 16 of them being fast food establishments while the remainder are sit-down establishments.

Alderman Reece requested a listing of the restaurants to share with residents when asked.

Chris Arthur said that there are currently 95 vacant business locations that are available.

Mayor Bowman asked that Mr. Arthur prepare a spreadsheet to compare information at a glance received from cities in the metro area regarding how they handle food trucks. She also asked that he contact the city of Lenexa regarding a food truck event they hold in their city.

Andrew Warlen stated they do not have many food trucks in the county. He said they do follow the same rules as permanent facilities. They have to have a permanent commissary for disposal of waste and to replenish water.

Alderman Dickerson asked if they looked at permits issued from another jurisdiction and Andrew Warlen answered yes. He also asked for clarification on how permits and inspections are followed.

Alderman Davidson asked if the rules were the same for preparation and/or selling of food. Mr. Warlen stated they follow the same rules.

City Planner Roger Kroh stated if changes are made to the policy then we would need to change the ordinances.

Alderman Milner asked if Chris Arthur would talk with North Kansas City about their food trucks.

Alderman Reece asked if Belton had many food trucks and Mr. Warlen replied there were very few there - just for special events.

Alderman Zaring talked about possibly having the food trucks come for a special event.

Mayor Bowman asked Mr. Arthur what would be needed by August. Chris Arthur said he would like to first form a focus group and then develop a policy and ordinance to have in place to follow.

Alderman Milner extended her appreciation to the Codes Department for being ahead of the game.

A motion to adjourn was made by Alderman Davidson with a second by Alderman Turner. Motion carried. Meeting adjourned at 6:46 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 18, 2020
7:00 PM

1. Call to Order

The meeting was called to order at 7:00 PM by Mayor Judy Bowman

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Mike Zaring	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Remote	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Clint Miller	Harrisonville	Board Member	Excused	
David Dickerson	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

2. Ceremonial Matters

A. FFA Week Proclamation

Mayor Bowman presented a proclamation for FFA Week to several FFA students from Harrisonville High School. They were accompanied by instructors Marshall Streit and Jason Dieckhoff.

B. Tad Snell Service Award

Mayor Bowman presented Tad Snell, his service award for twenty years of service to the City of Harrisonville. Eric Patterson, Public Works Director, stated Tad has been a great employee for the department.

3. Public Participation

Minutes Acceptance: Minutes of Feb 18, 2020 7:00 PM (Approval of Minutes)

John Foster, 2619 Duncan Circle, addressed the Mayor and Board in reference to Agenda Item E. - Harrisonville Villas ordinance. He stated he felt the street needs to be completed as was originally presented.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Feb 3, 2020 7:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Judy Reece, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

B. Board of Aldermen - Work Session - Feb 3, 2020 5:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Gary Davidson, Board Member
SECONDER: Matt Turner, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

5. Agenda Items

A. 2nd Annual Royal Regiment Band Competition

Staff report presented by Police Chief John Hofer. Mayor Bowman commented that she attended this last year and it was a great event.

RESULT: APPROVED [UNANIMOUS]
MOVER: Matt Turner, Board Member
SECONDER: Gary Davidson, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

B. A Resolution of the Board of Aldermen authorizing the city administrator to enter into an agreement with Powers Trenching and Excavating, Inc., for Constructing an Underdrain System on Twin Pines Road in the amount of \$31,674.57 and establishing an effective date.

Staff report presented by Public Works Director Eric Patterson. Alderman Milner asked if this was for just one property. Mr. Patterson stated it would be about three to four properties, but work would only be done in the city right-of-way. Upon passage, Mayor Bowman designated it to be Resolution #2020-004.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED: Clint Miller

- C. A Resolution of the Board of Aldermen authorizing the city administrator to enter into an agreement with Physio Control, Inc. for the purchase of one (1) Physio Control Lifepak 15, and (1) Lucas Chest Compression Device in the amount of \$25,232.54 , and establishing an effective date.**

Staff report presented by City Administrator Brad Ratliff. Upon passage, Mayor Bowman designated it to be Resolution #2020-005.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Gary Davidson, Board Member
AYES:	Zaring, Doerhoff, Milner, Reece, Dickerson, Davidson, Turner
EXCUSED:	Clint Miller

- D. An Ordinance of the Board of Aldermen to Amend Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances Regarding Parking/No Parking on Elm Street between Price Street and Halsey Street**

Staff report presented by Police Chief John Hofer. City Attorney Steve Mauer explained that it takes 5 votes to pass an ordinance and that this was originally passed incorrectly. He then gave further explanation of the process of this ordinance. Alderman Milner stated she would like to see the no parking time from 7 a.m. until 4 p.m. every day, not just on school days. Alderman Zaring thought they should be on the side of student safety but needed to clean up this ordinance. Alderman Dickerson thought it should be tabled until next month to allow time to notify residents. Alderman Davidson agreed with Alderman Zaring about cleaning up ordinance tonight. Alderman Reece stated if she lived on the street she could understand the need for safety but would like to have an understanding about special occasions when residents might have company over and need the availability of street parking when school was not in session. Alderman Dickerson made a motion to move Council Bill #019-2017 to its second reading with a second by Alderman Milner. Motion carried. Having been read by title only twice, a roll call vote was taken: Alderman Zaring nay, Alderman Doerhoff nay, Alderman Milner nay, Alderman Reece nay, Alderman Miller excused, Alderman Dickerson aye, Alderman Davidson nay, Alderman Turner nay. Ordinance did not pass.

RESULT:	DEFEATED [1 TO 6]
AYES:	David Dickerson
NAYS:	Zaring, Doerhoff, Milner, Reece, Davidson, Turner
EXCUSED:	Clint Miller

- E. SECOND READING 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**

City Attorney Steve Mauer gave an update of recent conversations with attorneys for the Harrisonville Villas. He said they are asking for a 4 year extension and would give a Letter of Credit in the amount of \$89,000 for completion of the road. Alderman Davidson asked if cost of living was factored into the \$89,000 amount and Attorney Mauer stated that it was calculated in for a three year time period. Alderman Zaring asked about the three year time line. Alderman Milner feels they are out of time. She voiced her concerns over how the Villas reacted. She also pointed out what Mr. Foster had mentioned regarding how it is affecting Mr. Welborn's property. Alderman Dickerson asked if Mr. Welborn had complained to the City. Alderman Turner said that the Villas

left thinking they had a variance. Alderman Davidson stated we can't set precedent. Alderman Doerhoff asked if they vote the ordinance down would that negate any negotiations. Alderman Milner stated they knew at the time of the voting that it was not correct. Alderman Dickerson said there was not anything shady going on and that they were acting on the advice of the city attorney.

. Mayor Bowman stated that part of the former Board knew at the time that the vote was incorrect and that she had requested her statement be added to the official records and that her request was denied. Alderman Milner would like to see the project completed now. Alderman Turner thought three years was fine. Alderman Davidson asked what would happen if we didn't give them the three year extension. Administrator Ratliff asked City Attorney Mauer about recouping from prior attorney's insurance for wrongful opinion. He also reminded the Alderman Dickerson they should not be having conversations regarding projects that have an attorney involved. After discussion, second reading of Council Bill #47 was given. Roll call vote: Alderman Zaring nay, Alderman Doerhoff nay, Alderman Milner nay, Alderman Reece nay, Alderman Miller excused, Alderman Dickerson aye, Alderman Davidson nay, Alderman Turner aye. Ordinance did not pass.

RESULT:	DEFEATED [2 TO 5]
AYES:	David Dickerson, Matt Turner
NAYS:	Zaring, Doerhoff, Milner, Reece, Davidson
EXCUSED:	Clint Miller

6. Aldermen and Committee Reports

Alderman Reece invited everyone to attend the next Town Hall meeting on March 7th at the Harrisonville United Methodist Church. The speaker will be from the Cass County Public Library.

Alderman Dickerson stated the auditor's looked at the 4-3 vote. Mayor Bowman reminded him to refer back to the State Audit Report.

Alderman Turner was glad that they could work through issues together.

7. Report from the City Administrator

City Administrator Brad Ratliff reported that he is still meeting with department heads and visiting departments. He is currently reviewing policies and updating them. The Finance Director position will not be filled. Mr. Ratliff has a firm that will be coming in to help bring the finance department up to speed. He reported on the MML Legislative Session that he along with the Mayor and several board members attended last week. Information was shared that was given to Representative Donna Pfautsch. Mr. Ratliff will be the primary person to attend the MidAmerica Regional Council STP Committee with Eric Patterson as his backup. He is encouraging all departments to become more involved with MARC. He also gave an update on the Codes Department.

The monthly municipal court report for January, 2020 was received.

A. January 2020 Municipal Court Report

8. Questions from the Media

Dennis Minich with the South Cass Tribune invited everyone to attend the Chamber Luncheon on Thursday, February 20th.

Mayor Bowman also spoke of the legislative conference last week. She extended her appreciation to Representatives Pfautsch, Haffner and Bondon and Senator Emery for visiting with her, the city administrator and the aldermen regarding issues and legislation important to the City.

9. Adjourn From Regular Session

A motion to adjourn was made by Alderman Dickerson with a second by Alderman Reece. Motion carried. Meeting adjourned at 8:34 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Feb 18, 2020 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: February 25, 2020
SUBJECT: GIS Software Upgrade From ESRI

Type of Item: *Contract*

1- Current GIS:

We currently have 3 desktop licenses and 1 publisher license. We currently use MARC as a GIS consultant for Community Development for changes, map making and tech issues. We currently budget and pay \$4,300.00 for annual licenses (1 Community Development computer, 1 City engineer computer and 1 Public Works Department computer), software updates and support, we have the need for several more licenses. We currently budget \$5,000.00 for consulting from MARC.

We no longer have a dedicated GIS employee. Some map work for Community Development, if not too complicated, we do. We also use MARC when needed. Last year we did not spend all our budgeted resources on MARC consulting. Our current needs are mostly planning and zoning and Public Works related. This includes zoning maps, custom event maps, specific area maps (for example Historic District), tax district maps, planning maps, flood plain maps, ward maps and Utility Maps. We are also able to convert and publish these maps to a format usable by the general public and made available on the City website.

All data is currently hosted on City servers, which severely limits our consultant's ability to work off site. This also limits our ability to share our data with consulting engineers, developers and clients. Files are very large and take up a large amount of server storage.

2- Future GIS:

The planned switch over of licensing arrangements and ESRI hosting, I think, is a good way to go for the present and the future. Community Development's GIS needs will always be somewhat development dependent and our relationship with MARC is meeting these needs currently. Public Works needs are constant and ever changing.

The online hosting and the ability to share with others will be a great tool for all the departments. Although the new program is somewhat more in dollar resources, when you take into account the cost savings on the personnel side and the benefits of the online hosting and not needing to buy additional licenses, I think this is good stewardship of City resources. All of our current use of GIS will be available with the new agreement. User numbers can increase as much as we want under the new agreement. I also see the enhancements available as extensions in the new agreement as a substantial benefit. These

enhancements can be utilized by all departments. Last but not least the added available training package will benefit the City staff and can be utilized by all departments.

In the future we should needs necessitate increased resources for a full time GIS person perhaps we can look again at hiring, possibly on a shared department basis if need be. GIS technology today is such an all engrossing field that I do not see cross training personnel other than for very simple tasks.

Council Bill No. 007**Resolution No.**

**A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY
ADMINISTRATOR TO APPROVE PAYMENT TO ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC (ESRI), FOR PURCHASING GIS
SOFTWARE AND ONLINE SERVICES AS PART OF THE THREE YEAR GIS
SOFTWARE SYSTEM UPGRADE FOR THE CITY OF HARRISONVILLE IN
AN AMOUNT NOT TO EXCEED \$15,000/YEAR.**

WHEREAS, the City of Harrisonville is upgrading its GIS computer software over a three year period;

WHEREAS, the 2020 budget amount for the software upgrade is \$15,000;

WHEREAS, the Board of Aldermen have reviewed the software improvement recommended by staff and believe it to be in the best interests of the city to approve the first payment of three;

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

Section 1: The City Administrator is hereby authorized and directed to pay Environmental Systems Research Institute, Inc (ESRI) of Redlands, California, \$15,000 as part of a planned upgrade to the GIS software system utilized by the City for its various departments.

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 2nd day of March 2020.

Judy Bowman, Mayor & Ex Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 2nd day of March 2020



December 19, 2019

Mr. Eric Patterson
City of Harrisonville
300 E Pearl St
Harrisonville, MO 64701

Dear Eric,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,



Jean Jeannotte



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
 this quotation to your purchase order.
 Quote is valid from: 12/19/2019 To: 3/18/2020*

Quotation # Q-404386

Date: December 19, 2019

Customer # 160167 Contract #

City of Harrisonville
 Community Development Dept
 300 E Pearl St
 Harrisonville, MO 64701

ATTENTION: Eric Patterson
 PHONE: 816-380-8913
 EMAIL: epatterson@harrisonville.com

Material	Qty	Term	Unit Price	Total
168362	1	Year 1	\$15,000.00	\$15,000.00
Population of 0 to 15,000 Small Local Government Cloud-Based Term Enterprise Agreement				
168362	1	Year 2	\$15,000.00	\$15,000.00
Population of 0 to 15,000 Small Local Government Cloud-Based Term Enterprise Agreement				
168362	1	Year 3	\$15,000.00	\$15,000.00
Population of 0 to 15,000 Small Local Government Cloud-Based Term Enterprise Agreement				
126959	6	Esri Training Pass per Day Up to 49 Days per Year One Year Term	\$617.50	\$3,705.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jean Jeannotte

Email:

jjeannotte@esri.com

Phone:

(636) 949-6620 x8526

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.

Attachment: GIS_Q-404386 (GIS Software Upgrade From ESRI)



Quotation # Q-404386

Date: December 19, 2019

Customer # 160167 Contract #

City of Harrisonville
Community Development Dept
300 E Pearl St
Harrisonville, MO 64701

ATTENTION: Eric Patterson
PHONE: 816-380-8913
EMAIL: epatterson@harrisonville.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 12/19/2019 To: 3/18/2020

Subtotal:	\$45,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$45,000.00

ArcGIS Software, Version 10.x, is provided via electronic download. Media is available upon request and will involve a shipping charge.

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Customer Service for processing. Faxes may be sent toll-free to (800) 330-7053. Please include a copy of the quote showing the items being ordered. You do not need to fax back the Terms & Conditions.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

If you have any questions regarding this quotation, please contact me via telephone at (636) 949-6620, Ext. 8526, or you may email me at jjeannotte@esri.com. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service in Redlands, CA, toll free at (888) 377-4575.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jean Jeannotte	Email: jjeannotte@esri.com	Phone: (636) 949-6620 x8526
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-404386

Date: December 19, 2019

Customer # 160167 Contract #

City of Harrisonville
Community Development Dept
300 E Pearl St
Harrisonville, MO 64701

ATTENTION: Eric Patterson
PHONE: 816-380-8913
EMAIL: epatterson@harrisonville.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 12/19/2019 To: 3/18/2020

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jean Jeannotte

Email:

jjeannotte@esri.com

Phone:

(636) 949-6620 x8526

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



esri
 THE
 SCIENCE
 OF
 WHERE®

**SMALL ENTERPRISE AGREEMENT
 LOCAL GOVERNMENT CLOUD-BASED
 (E214-7)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Developer Tools

ArcGIS Engine
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 2 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Attachment: GIS_Q-404386 (GIS Software Upgrade From ESRI)

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

Attachment: GIS_Q-404386 (GIS Software Upgrade From ESRI)

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: February 26, 2020
SUBJECT: WTP Engineering Contract - DNR required one year follow up

Type of Item: *Amendment*

This is the last requirement from MO DNR to closeout the project. This invoice for \$7,987.23 is the final invoice for the Harrisonville Water Treatment Plant Rehabilitation project.

Council Bill No. 008**Resolution No.**

**A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN
AUTHORIZING THE CITY ADMINISTRATOR TO INCLUDE AND EXECUTE
THE DNR REQUIRED ONE YEAR FOLLOW UP TO THE CITY'S CONTRACT
WITH BURNS AND MCDONNELL AND ESTABLISHING AN EFFECTIVE
DATE.**

Whereas, the city has an agreement with Burns and McDonnell Engineering Company, Inc, dated January 24, 2013, to review the adequacy of the city's raw water infrastructure and the city's ability to provide quality water, and

Whereas, in order to secure Missouri Dept. of Natural Resources State Revolving Loan Fund (SRF) monies for upgrades to the city's water treatment plant, the city is required by that agency to add the attached amendment to the agreement with Burns and McDonnell, and

Whereas, this shall be the final invoice to the city's agreement with Burns and McDonnell on the Water Treatment Plant Rehabilitation, and

Whereas, this invoice will allow completion of the required one year follow-up on operations as required by Missouri Department of Natural resources at a not to exceed additional cost of \$7,987.23, and

Whereas, the Board upon review and consideration determine the cost to be necessary and reasonable and in the best interests of the city,

Now, Therefore, Be It Resolved by the Board of Aldermen of the City of Harrisonville, Missouri as Follows:

Section 1: That the City Administrator is hereby authorized and directed to include and execute the attached amendment, Invoice #80935-33, to the city's agreement with Burns and McDonnell.

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 2nd day of March 2020.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randy Jones, City Clerk

WITNESS my hand and seal this 2nd day of March 2020



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: February 25, 2020
SUBJECT: ACCI Specialty Materials Special Use Permit Public Hearing

Type of Item: *Public Hearing*

TO: Board of Aldermen
 FROM: Roger Kroh, Planner
 DATE: February 25, 2020
 SUBJECT: Public Hearing - Special Use Permit - ACCI Specialty Materials

City of Harrisonville, MO

Notice of Public Hearings

Notice is hereby given of two public hearings at the days and times listed below to receive public testimony on an application for a special use permit submitted by Vincent Mancini and ACCI Specialty Materials in the M-1 Light Industrial Zoning District at 1701 W Vine ST, Harrisonville, MO 64701 to have 2 Conex storage containers in the rear yard for the storage of customer equipment and associated ACCI equipment and tools. There will be no storage of chemicals, in-process materials, or waste storage of any kind.

Public Hearings

Planning and Zoning Commission Meeting

6:00 p.m. Thursday, February 20, 2020

Board of Aldermen Meeting

7:00 p.m., Monday, March 2, 2020

Both public hearings will be held at City Hall at 300 E. Pearl Street in Harrisonville, MO 64701. All interested parties are encouraged to attend. A copy of the application is

available for public review at City Hall. For more information, please call the applicant, Vincent Mancini, at 908-474-9393, or Roger Kroh with the City at (816) 380-8922.

Jamie Martin

Secretary to the Planning and Zoning Commission

C. Action Item (ID # 3457)

ACCI Specialty Materials Special Use Permit - Public Hearing



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: February 24, 2020
SUBJECT: ACCI SUP For 2 Conex Storage Containers

Type of Item: *Approval*

GENERAL INFORMATION**PUBLIC HEARING**

Case No.: SU 20 - 001

Request: Special Use Permit (SUP) for ACCI Specialty Products to have a maximum of 2 Conex storage containers behind the southeast corner of their building for five (5) years subject to conditions.

Location: 1701 W Vine St., Harrisonville Industrial Park

Applicant Vincent Mancini, ACCI Specialty Materials

Property Owner Abe Goldstien, A&C Catalysts

Acres 4.4 acres

Zoning M-1 Limited Industrial District

PROJECT

The City has received an application for a special use permit submitted by Vincent Mancini and ACCI Specialty Materials in the M-1 Light Industrial Zoning District at 1701 W Vine St. to have 2 Conex storage containers behind the southeast corner of their building for the storage of customer equipment and associated ACCI equipment and tools. There will be no storage of

chemicals, in-process materials, or waste storage of any kind. (Attached is the application and letter from applicant)

Vicinity Map

ACCI owns both tracts



REVIEW OF APPLICATION USING ZONING ORDINANCE CRITERIA

In 2019, the City considered an update to its requirements for accessory structures, which would include storage containers. One of the provisions proposed was that accessory structures would be permitted in rear yards in industrial and agriculture zoning districts provided that setbacks were met. While no objection was heard about this provision, the ordinance was not approved by the BOA because of concerns about another provision in the ordinance regarding accessory structures in the side yards of homes.

Until such time as we can ask the BOA to reconsider language regulating accessory structures in industrial and agriculture zoning districts, staff recommends that we use a special use permit to

for this request. The two containers are at ACCI now and we encourage you to drive by and look at them prior to the P&Z meeting. Staff allowed them during the application process with the understanding that they would need to be moved if the SUP was not approved. Below is our analysis of the request.

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

North: M-1 zoning and uses.

East: M-1 zoning and uses.

South: M-1 zoning and uses.

West: M-1 zoning and use.

We believe the two proposed containers are consistent with the surrounding neighborhood, existing uses and M-1 zoning district.

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

The physical character of the area is predominantly industrial. The proposed use is consistent with the uses in the business park.

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

The proposed use is consistent with the industrial land use designation in the Comprehensive Plan for the area.

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

We believe the subject property is suitable for the storage containers given the industrial uses at businesses on Vine St.

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.

The area surrounding the subject site is zoned M-1. All tracts in the business park are occupied with industrial uses and the two proposed storage containers are consistent with these uses.

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

We see the 2 storage containers as not being detrimental to nearby properties.

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

Public facilities adequately serve the industrial uses along Vine St.

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

We see the use of the property behind the ACCI building as being suitable for the placement of the two storage containers.

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

All the lots on Vine St. are occupied by industrial uses.

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

We believe that it is in the public interest to allow employers in business parks to meet their business needs providing they do not negatively impact the public. We do not believe the storage containers negatively impact the public.

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, because of denial of the application.

We see no gain to the public health, safety and welfare of the community by denying this application.

PLANNING AND ZONING COMMISSION AND STAFF RECOMMENDATIONS

Recommend that the Board of Aldermen approve an ordinance approving a special use permit for ACCI Specialty Products at 1701 W. Vine Street to maintain a maximum of 2 Conex storage containers behind the southwest corner of their building subject to the following conditions:

1. There will be no storage of chemicals, in-process materials, or waste storage of any kind.
2. The storage containers shall not be located in the drives required for fire truck access.
3. Time Limit - 5 years. Applicant may reapply for renewal of SUP.

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

ENGINEER/ARCHITECT'S NAME(S): Vincent Mancini PHONE: 816.588.9238
COMPANY: V-Pro ENTERPRISES FAX: N/E
MAILING ADDRESS: 1412 SW Logos Dr. Lees Summit MO 64081
STREET CITY STATE ZIP
E-MAIL ADDRESS: Vmancini@gmail.com



1701 W. Vine Street
Harrisonville, MO 64701

Tel: (908) 474-9393
Fax: (908) 474-9388

13 January 2020

City of Harrisonville
300 E Pearl St
Harrisonville, MO 64701

RE: Special Use Permit Request for Conex Style Storage Containers

Dear Sirs and Madams;

ACCI Specialty Materials, located at 1701 W. Vine St., is filing application for permit for the special use of Conex Storage Containers for the storage of customer equipment, associated ACCI equipment and tools. ACCI is expecting on/off production demands from this customer over the next 10 years and cannot afford the floor space inside the manufacturing plant floor for their storage while not in use.

ACCI prefers to utilize these types of containers instead of having multiple tarpped components which may add to refuse problems off our properties, offending our neighbors. We do not intend, nor plan, to use these storage units for chemical, in-process materials, or waste storage of any kind. The proposed location for these units is shown in the attached Google Maps overview of the front half of our property located at 1701 W. Vine St.

ACCI has filed the Application for Rezoning and Special Use Permit with the City Office, and paid the appropriate fee for processing. We look forward to hearing from you in a favorable manner.

Kind Regards,

Vincent Mancini, Plant Manager

ACCI Specialty Materials

/vm

D. Action Item (ID # 3456)

AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, GRANTING A 5-YEAR SPECIAL USE PERMIT TO ACCI SPECIALTY MATERIALS TO UTILIZE A MAXIMUM OF TWO (2) CONEX STORAGE CONTAINERS AT 1701 VINE STREET SUBJECT TO CERTAIN CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application from ACCI Specialty Containers for a special use permit (SUP) to keep two (2) Conex storage containers at 1701 Vine St. for up to five (5) years;

WHEREAS, on February 20, 2020, the Planning and Zoning Commission did conduct a public hearing, and after evaluating the application for a SUP, did recommend that the Board of Aldermen approve the SUP subject to certain conditions;

WHEREAS, on March 2, 2020, the Board of Aldermen did consider a staff report and recommendation from the Planning and Zoning Commission, conducted a public hearing and discussed the application for a SUP.

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

Section 1. A special use permit is hereby approved for ACCI Specialty Containers at 1701 W. Vine Street to maintain a maximum of 2 Conex storage containers behind the southwest corner of their building subject to the following conditions:

1. There will be no storage of chemicals, in-process materials, or waste storage of any kind.
2. The storage containers shall not be located in the drives required for fire truck access.
3. Time Limit - 5 years. Applicant may reapply for renewal of SUP.

Section 2. Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**READ TWO TIMES BY TITLE ONLY ON MARCH 2, 2020 AND PASSED BY THE
BOARD OF ALDERMEN THIS 2ND DAY OF MARCH 2020.**

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 2nd day of March 2020

APPROVED by the Mayor this 2nd day of March 2020

Attachments:

022020 PZ Minutes (PDF)



DRAFT
MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
CITY HALL
FEBRUARY 20, 2020
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	
Judy Bowman	Harrisonville	Mayor	Present	
Virgil Butler	Harrisonville		Present	
Dorothy Young	Harrisonville	Vice Chair	Present	
Cheryl Bush	Harrisonville		Present	
Barrett Welton	Harrisonville		Present	
Wilbert Crawford	Harrisonville		Present	

Also in attendance were Vincent Mancini, ACCI Plant Manager; Matt Turner, Alderman Liaison; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Jan 16, 2020 6:00 PM

With no additions or corrections, the minutes from the January 16, 2020, meeting were unanimously accepted.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Scott Milner
AYES:	Chiodini, Milner, Bowman, Butler, Young, Bush, Welton, Crawford

3. Agenda Items

A. ACCI Specialty Products SUP for Storage Containers

Roger Kroh presented his staff report for ACCI Specialty Products. They currently have customer owned equipment that needs to be stored until it is in use for production. They are requesting a 5 year Special Use Permit for a maximum of 2 Conex storage containers to house this equipment. Staff recommends approval.

Vincent Mancini, ACCI Plant Manager, stated that this equipment is used to make a specialty epoxy, used mostly for aircraft. He is expecting to use the equipment in the 3rd quarter. If production goes as planned they should have a decision this time next year as to whether they convert floor space and install the equipment for manufacturing permanently. Virgil Butler asked if everything is transported by forklift. Mr. Mancini said that everything is stored in crates and moved by forklift. Barrett Welton asked if the customer would be leasing the floor space where the equipment would be installed. Mr. Mancini stated that they would. Dorothy Young asked if they were adding floor space for this customer? Mr. Mancini stated that they would not be adding floor space they would be reconfiguring the bays that they already have, switching out products they are manufacturing as necessary. Chris Chiodini asked if the owner of the property has given permission for this application. Mr. Mancini stated that he has. Mr. Chiodini asked how much square footage there was under the roof of the building? Mr. Mancini stated that the building was 22000 square feet. Mr. Chiodini asked if there was any room in the building to store the equipment? Mr. Mancini stated that everything was stored in crates and there isn't anywhere in the building to store them that wouldn't interfere with production. Virgil Butler asked who was paying for the Conex containers? Mr. Mancini stated that the customer that the equipment belongs to is paying for them.

Dorothy Young asked that the Staff Report be amended to show 2 maximum Conex Storage Containers be allowed.

Virgil Butler made a motion to for approval of SUP 20-001 application of ACCI Specialty Materials for the use of a maximum of 2 Conex storage containers at 1701 Vine Street. Dorothy Young seconded the motion. The motion passed unanimously. Roger Kroh stated that it will be on the BOA Agenda for March, 2, 2020.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Virgil Butler
SECONDER:	Dorothy Young, Vice Chair
AYES:	Chiodini, Milner, Bowman, Butler, Young, Bush, Welton, Crawford

4. Discussion Items

None

5. Adjourn

With nothing further to come before The Commission, Mayor Bowman made a motion to adjourn. Wilbert Crawford seconded. The Commission voted unanimously. The meeting was adjourned at 6:26 PM.

Chris Chiodini,
Chairperson of the Planning & Zoning Commission

Respectfully Submitted,

Jamie Martin, Recording Secretary



STAFF REPORT

TO: Board of Aldermen
FROM: Brad Ratliff, City Administrator
DATE: February 26, 2020
SUBJECT: Board of Aldermen Meeting Time Change

Type of Item: *Approval*

To: Board of Aldermen

From: Brad Ratliff, City Administrator

Date: March 02, 2020

Re: Time Change of Board of Aldermen Meetings

GENERAL INFORMATION

Applicant: City Administrator

Requested Actions: Approve Change to Ordinance

Date of Application: 03/02/20

PROPOSAL:

To be sensitive to the Board's time, staff time and the public, we would like to change the meeting times of the Board of Aldermen to 6pm. Following the Board of Aldermen meeting will be any Work Session items for discussion. If there are no Work Session items then we are all free to go home or to go home after the last work session item. This will additionally save the City money in overtime pay and contractual service pay.

PREVIOUS ACTIONS

There are no previous actions.

KEY ISSUES

- 6pm Board Aldermen Meeting
- Meetings are still the first and third Monday of the month, except when Monday is a Holiday.
- Putting Work Session after the Meeting will save money on personnel and contracted services.
- This will make both the meeting and work session more efficient and effective.
- This will be in effect March 18, 2020-If approved

STAFF COMMENTS AND SUGGESTIONS

The City Attorney has reviewed the ordinance and sees no issues legally with this time change.

STAFF RECOMMENDATION

Staff Recommends to suspend the rules and move the council bill to its second reading for approval.

ATTACHMENTS

1) Ordinance outlining the change from 7pm to 6pm.

STAFF CONTACT: Brad Ratliff (816) 380-8919

bratliff@harrisonville.com

E. Action Item (ID # 3460)

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, AMENDING SECTION 110.180 OF THE HARRISONVILLE CITY CODE OF ORDINANCES TO CHANGE THE REGULAR MEETING TIME THE BOARD OF ALDERMEN MEETS FROM 7:00 P.M. TO 6:00 P.M. AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City desires to begin the regular meetings of the Board of Aldermen prior to the Board of Aldermen work sessions, and,

WHEREAS, the City desires to change the time of regular meetings of the Board of Aldermen from 7:00 P.M. to 6:00 P.M.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, THAT SECTION 110.180 SHALL BE AMENDED TO READ AS FOLLOWS:

The regular meeting night of the Board of Aldermen shall be the first and third Mondays of each month at 6:00 P.M, provided that when the day fixed for any regular meeting of the Board falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday, unless otherwise provided by the Board.

**READ FOR THE FIRST TIME BY TITLE ONLY ON THE ____ DAY OF MARCH 2020
AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE ____ DAY OF
MARCH 2020 AND PASSED BY THE BOARD OF ALDERMEN THIS ____ DAY OF
MARCH 2020.**

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this _____ day of March 2020

ATTEST:

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney