



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 17, 2019
7:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Cass Community Health Foundation Presentation**
 - B. Duane Gerke 20 year Service Award**
 - C. Art Carver 25 year Service Award**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jun 3, 2019 7:00 PM**
 - B. Board of Aldermen - Work Session - Jun 3, 2019 5:30 PM**
 - C. Executive Session Minutes June 3, 2019**
- 5. Agenda Items**
 - A. Council Bill 38: Resolution for FIREWORKS IN THE PARK 7-4-2019**
 - B. Council Bill 39: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH MISSOURI VOCATIONAL ENTERPRISES FOR THE PURCHASE OF EQUIPMENT STORAGE LOCKERS FOR THE HARRISONVILLE POLICE DEPARTMENT, AND ESTABLISHING AN EFFECTIVE DATE THEREOF.**
 - C. Council Bill 40: A RESOLUTION APPROVING AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF HARRISONVILLE AND THE HARRISONVILLE CASS R-IX SCHOOL DISTRICT, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT, AND ESTABLISHING AN EFFECTIVE DATE.**
 - D. County Request Waive Building Fees**

- E. Council Bill 41: AN ORDINANCE TO ENACT AND PLACE A MORATORIUM ON THE ALLOWABLE SIZE OF SPECIAL SIGNS UNDER CHAPTER 405 OF THE HARRISONVILLE MUNICIPAL CODE OF ORDINANCES AND COMING WITHIN THE PURVIEW OF PENDING LEGISLATION REGARDING AND CONCERNING ONE OR MORE AMENDMENTS TO SECTION 435.125 SPECIAL SIGNS OF THE HARRISONVILLE MUNICIPAL CODE AS IT PERTAINS TO SPECIAL SIGN SIZE REGULATION AND ESTABLISHING AN EFFECTIVE DATE THEREOF.**
 - F. Amendment 2 Public Hearing**
 - G. Council Bill 37: An Ordinance Amending Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Harrisonville, Cass County, Missouri implementing Article XVI of the Constitution of the State of Missouri regarding Medical Marijuana.**
- 6. Aldermen and Committee Reports**
- 7. Report from the City Administrator**
 - A. May 2019 Monthly Municipal Court Report**
- 8. Questions from the Media**
- 9. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 13th day of June, 2019

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



TO: Board of Aldermen
FROM: Randy Jones, City Clerk
DATE: May 17, 2019
SUBJECT: Cass Community Health Foundation Presentation

Type of Item: *Presentation*

Former mayor, Kevin Wood will make a presentation.

A. Action Item (ID # 3225)

Cass Community Health Foundation Presentation



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 3, 2019
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
Brad Bockelman	Harrisonville	Board Member	Absent	
Dave Doerhoff	Harrisonville	Board Member	Excused	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Clint Miller	Harrisonville	Board Member	Present	
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 Attorney Steve Mauer, City Administrator Happy Welch, Police Chief John Hofer, HES Chief Eric Myler, 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

A. Chiodini Proclamation

State Representative Donna Pfautsch presented a proclamation to Briana Chiodini in recognition of being accepted into the United States Naval Academy. Mayor Bowman also presented a proclamation to Briana Chiodini on behalf of the City of Harrisonville.

B. Presentation of MoPEP Power Infrastructure Modernization Grant – Connie Ford, MPUA

Minutes Acceptance: Minutes of Jun 3, 2019 7:00 PM (Approval of Minutes)

Connie Ford with MoPEP presented a grant check to Mayor Bowman in the amount of \$8,237.00 which goes for improvements made towards electric poles needed after the January 2019 storms.

3. Public Participation

Ed Roberts, 1302 S. Edgevale Drive, addressed the Mayor and Board regarding the Traveling Vietnam Wall that will be coming to Harrisonville on June 27th. He expressed appreciation to Steve Tiedman for his efforts with this event. He also thanked a variety of community leaders for their involvement and assistance.

4. Approval of Minutes

A. Executive Session May 6, 2019

A motion was made by Alderman Milner to approve the May 6, 2019 Executive Session minutes. Second was made by Alderman Davidson. Motion carried with all ayes.

B. Board of Aldermen - Work Session - May 20, 2019 5:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gary Davidson, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT:	Brad Bockelman
EXCUSED:	Dave Doerhoff

C. Board of Aldermen - Regular Meeting - May 20, 2019 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Clint Miller, Board Member
AYES:	Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT:	Brad Bockelman
EXCUSED:	Dave Doerhoff

5. Agenda Items

A. Park Board Appointments

City Administrator Happy Welch stated that Mayor Bowman would like to reappoint Ed Roberts and Brent Caruthers to the Park Board.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Clint Miller, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT:	Brad Bockelman
EXCUSED:	Dave Doerhoff

Minutes Acceptance: Minutes of Jun 3, 2019 7:00 PM (Approval of Minutes)

B. Harrisonville Public School Foundation 5K

Staff report Police Chief John Hofer.

RESULT: APPROVED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Gary Davidson, Board Member
AYES: Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT: Brad Bockelman
EXCUSED: Dave Doerhoff

C. Purchase of New Pumper/Rescue to replace Engine 20 Pumper/Tanker

Staff report presented by HES Chief Eric Myler. Upon passage, Mayor Bowman designated it to be Resolution 2019-025.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Clint Miller, Board Member
AYES: Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT: Brad Bockelman
EXCUSED: Dave Doerhoff

D. Video Conferencing Ordinance Council Bill # Ordinance #

Presented by Mayor Bowman. Council Bill #32 was read for the first time by title only. A motion to suspend the rules and move Council Bill #032-19 to its second reading by Alderman Milner with a second by Alderman Turner. Motion carried. Roll call vote was taken: Alderman Bockelman absent, Alderman Doerhoff excused, Alderman Milner aye, Alderman Reece aye, Alderman Miller aye, Alderman Dickerson aye, Alderman Davidson aye, Alderman Turner aye. Having been read in title only twice upon passage, Mayor Bowman designated it to be Ordinance #3465.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Matt Turner, Board Member
AYES: Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT: Brad Bockelman
EXCUSED: Dave Doerhoff

E. Revised Final Plat, Harrisonville Gateway Subdivision (Aldi)

Presented by City Planner Roger Kroh. Council Bill #33 was read for the first time by title only. A motion to suspend the rules and move Council Bill #033-19 to its second reading by Alderman Dickerson with a second by Alderman Miller. Motion carried. Roll call vote was taken: Alderman Bockelman absent, Alderman Doerhoff excused, Alderman Milner aye, Alderman Reece aye, Alderman Miller aye, Alderman Dickerson aye, Alderman Davidson aye, Alderman Turner aye. Having been read in title only twice upon passage, Mayor Bowman designated it to be Ordinance #3466.

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

ABSENT: Brad Bockelman
EXCUSED: Dave Doerhoff

F. 3170 : Renner Zoning Public Hearing

RESULT: TABLED [UNANIMOUS]

Next: 7/1/2019 7:00 PM

AYES: Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT: Brad Bockelman
EXCUSED: Dave Doerhoff

G. Rezoning to C-2 for Brian Renner, 1600 W. Mechanic St.

RESULT: CONTINUE

Next: 7/1/2019 7:00 PM

H. Preliminary Plat for Brian Renner, 1600 W. Mechanic St.

RESULT: CONTINUE

Next: 7/1/2019 7:00 PM

I. Joshua House Public Hearing

Staff report presented by City Planner Roger Kroh. Jeff Parham of Joshua House addressed the Mayor and Board and asked them to consider approving. Police Chief John Hofer asked Mr. Parham about the the homeless problem and Mr. Parham stated he could not guarantee if this will help or hinder the problem. Alderman Dickerson asked if they allowed women in the shelter and the answer was no. Alderman Milner asked where most of the participants come from and the answer was mostly Cass County and through the Drug Court. Judge William Collins addressed the Mayor and Board and spoke of the success of Joshua House. Alderman Davidson asked what the minimum age is and the answer was of legal age.

J. An Ordinance of the City of Harrisonville, Cass County, Missouri Granting a 10- Year Special Use Permit to Donal J. Parham and Two Rules Ministries, LLC. to Operate Joshua House, a Group Boarding Home for Men at 2000 Anaconda Road

Council Bill #36 was read for the first time by title only. A motion to suspend the rules and move Council Bill #036-19 to its second reading by Alderman Dickerson with a second by Alderman Miller. Motion carried. Roll call vote was taken: Alderman Bockelman absent, Alderman Doerhoff excused, Alderman Milner aye, Alderman Reece aye, Alderman Miller aye, Alderman Dickerson aye, Alderman Davidson aye, Alderman Turner aye. Having been read in title only twice upon passage, Mayor Bowman designated it to be Ordinance #3467.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Clint Miller, Board Member
AYES: Milner, Reece, Miller, Dickerson, Davidson, Turner
ABSENT: Brad Bockelman
EXCUSED: Dave Doerhoff

K. Amendment 2 Public Hearing

Staff report presented by City Planner Roger Kroh. Leanne Dickerson, 2820 E. Rockhaven Road gave information in regards to pharmacies and their role regarding this issue. The hearing will be continued to the June 17, 2019 regular meeting.

RESULT: PRESENTED

L. An Ordinance Amending Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Harrisonville, Cass County, Missouri implementing Article XVI of the Constitution of the State of Missouri regarding Medical Marijuana.

Staff report presented by City Planner Roger Kroh. After discussion by the Mayor and Board, some amendments will be made before presenting for passage. It will be placed on the agenda for the June 17, 2019 regular meeting.

RESULT: CONTINUE

Next: 6/17/2019 7:00 PM

6. Aldermen and Committee Reports**7. Report from the City Administrator**

City Administrator Happy Welch presented written report to the Mayor and Aldermen.

8. Questions from the Media

Dennis Minich with the South Cass Tribune asked to have a copy of the city administrator's report.

9. Adjourn to Executive Session pursuant to RSMo 610.021 (1) Legal actions, causes of action or litigation (2) Lease, purchase or sale of real estate

A motion as made by Alderman Milner to enter into executive session pursuant to RSMo 610.021 (1) Legal actions, causes of action or litigation (2) Lease purchase or sale of real estate with a second by Alderman Reece. Roll call vote: Alderman Bockelman absent, Alderman Doerhoff excused, Alderman Milner aye, Alderman Reece aye, Alderman Miller aye, Alderman Dickerson aye, Alderman Davidson aye, Alderman Turner aye. Motion carried.

10. Adjourn From Regular Session

A motion was made by Alderman Milner to adjourn from regular session with a second by Alderman Miller. Motion carried with all ayes. Meeting adjourned at 8:45 p.m.

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

Minutes Acceptance: Minutes of Jun 3, 2019 7:00 PM (Approval of Minutes)

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jun 3, 2019 7:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
JUNE 3, 2019
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
Brad Bockelman	Harrisonville	Board Member	Absent	
Dave Doerhoff	Harrisonville	Board Member	Excused	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Clint Miller	Harrisonville		Present	
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 Happy Welch, Public Works Director Eric Patterson, HES Chief Eric Myler, City Planner Roger Kroh, Finance Director Marcella McCoy and City Clerk Randall Jones Recording.

3. Discussion Items

A. Airport-Potential Federal Funding

Public works Director Eric Patterson spoke with Amy Ludwig at Missouri Department of Transportation about possible potential federal funding. There are two different possibilities. Alderman Milner stated that the city should go forward and find out the final dollar amounts. Alderman Reece asked what all the full funding would cover. Alderman Milner and Alderman Dickerson both would like to see a cost analysis on the airport. Mayor Bowman stated that the consensus was to apply for the runway paving option only. Later during the meeting, Eric Patterson received an email that the City's only option was for the full funding. He stated he would let Amy know the City was unable to proceed at this time.

B. Final Plat for Brian Renner, 1600 W. Mechanic St.**RESULT: TABLED [UNANIMOUS]****Next: 7/1/2019 5:30 PM****AYES:** Milner, Reece, Miller, Dickerson, Davidson, Turner**ABSENT:** Brad Bockelman**EXCUSED:** Dave Doerhoff**C. Burning Changes Review**

Staff report presented by City Administrator Happy Welch. Discussion on yard waste not vegetative waste and also the limiting of burning tree stumps. There would need to be a size limit defined in the ordinance.

D. Med Marijuana Work Session

Staff report presented by City Planner Roger Kroh. He presented a powerpoint overview on medical marijuana. He stated that licenses will be limited per congressional district. Alderman Dickerson asked if there were any restrictions regarding distance to a residence. Alderman Turner asked about the 1,000 feet definition and also asked about barbed wire fencing. Alderman Davidson asked about the 1,000 feet being from real property line with the exception of churches that are located within another facility holding other tenants. The consensus of the board was to amend proposed ordinance to reflect 1,000 feet from real property line.

4. General Discussion

Motion to adjourn as made by Alderman Turner with a second by Alderman Davidson. Motion carried. Meeting adjourned at 6:15 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jun 3, 2019 5:30 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Myler, Fire Chief
DATE: June 11, 2019
SUBJECT: Resolution for Fireworks in the Park July 4, 2019

Type of Item: *Approval*

Staff Report:

Wald Co, LLC has provided the fireworks display for quite a few years for the City and has always put on a good display and has done it safely. Attached is all the required documentation including everything they will display and the quantities. Greg Price is the pyrotechnician in charge and he has done this for several years and always coordinates with the fire department in the event of a misfire.

Council Bill No.

Resolution No.

Resolution for FIREWORKS IN THE PARK 7-4-2019

Whereas, the City of Harrisonville, Missouri presents a fireworks display for the general public each year on July the 4th,

NOW THEREFORE BE IT RESOLVED

Section 1: That the fireworks display planned in the Harrisonville City Park on July 4th, 2019 is hereby approved,

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 17th day of June, 2019

Judy Bowman, Mayor and Ex-Officio

Chairman of the Board of Alderman

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 17th day of June, 2019

Mailed 6

5.A.a

Wald & CO., Inc. and All American Display Fireworks

Since 1924

PO Box 319, Greenwood, Missouri 64034

Phone: 816-537-7400 Fax: 816-537-7270

Email: sales@waldfireworks.com Website: www.waldfireworks.com

June 4, 2019

Harrisonville Emergency Services
Attn: Eric Myler
900 South Commercial
Harrisonville, MO 64701

Enclosed is the application for approval for the July 4, 2019 display program for the City of Harrisonville. If you have any questions or need additional information, please do not hesitate to contact Steven Whitt or myself at 816-537-7400.

Thank you for your attention to this request and I look forward to your response.

Respectfully,



Sonja Wald
Wald & CO., Inc.
816-537-7400
Fax: 816-537-7270
Email: swald@waldfireworks.com

Attachment: 2019 Fireworks Permit Documentation-Wald Fireworks (Resolution for Fireworks in the Park July 4, 2019)

APPLICATION FOR EVENT PERMIT

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

1. Organization: City of Harrisonville, Missouri
2. Name of Applicant: Wald Co, Inc. d/bk All American Display Fireworks
Address: PO Box 319, Greenwood, Missouri 64034
Phone: 816-537-7400 Fax: 816-537-7270
3. Purpose of Event: Fireworks Display
4. Proposed date (s) and times of Event: July 4, 2019
9:15-9:45 PM
5. Location(s) where event will be held: Camp Reeder on
Lexington Street located north of Harrisonville
City Park at 706 Ash Street, Harrisonville, MO
6. Anticipated crowd size: —
7. Any additional information: Missouri Licensed Pyrotechnician -
Greg Price
Attachments: MO Operators License, Distributor
License and Insurance Certificate

APPROVED this _____ day of _____, 20____.

Material Listing:

3" (140)
4" (110)
5" (90)
6" (40)
8" (5)

Finales

2.5" 12-Shot (4)
3" 12-Shot (7)
4" 5-Shot (4)
5" 5-Shot (3)

Aerial Cakes

Assorted (16)

Chief of Police

City Clerk

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 955511

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000004090-24

NAMED INSURED Wald and Company, Inc.
d/b/a All American Display Fireworks
P.O. Box 319
Greenwood, Missouri 64034

POLICY TERM April 15, 2019 to April 15, 2020; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$6,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

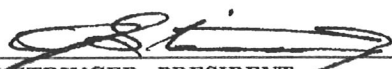
**NAME(S) OF
ADDITIONAL INSURED(S)**
City of Harrisonville, Missouri
Harrisonville Fire Department, Missouri

DISPLAY LOCATION
Camp Reeder, Harrisonville, Missouri

DISPLAY DATE(S)
7-4-19

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.


A.J. STRINGER, PRESIDENT

6-3-19

DATE OF ISSUE



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License

Outdoor Fireworks (NFPA Standard 1123)

Dear Operator

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.

	Missouri Department of Public Safety Missouri Division of Fire Safety PO Box 844 * Jefferson City, MO 65102
Licensed Fireworks Display Operator	
Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123.	
Name: Gregory R. Price	
License Number: 43	
Expires: 9 / 8 / 2019	
Acting State Fire Marshal:	



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (6JUB-7H79324-A-18)

RENEWAL OF (6JUB-7H79324-A-17)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:

WALD & CO., INC DBA ALL
AMERICAN DISPLAY FIREWORKS
PO BOX 319
GREENWOOD MO 64034

PRODUCER:

MICHAEL PIETILA INS AGCY
500 S. STEPHENSON AVE
IRON MOUNTAIN MI 49801

Insured Is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 09-27-18 to 09-27-19 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

MO

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$	1000000	Each Accident
Bodily Injury by Disease: \$	1000000	Policy Limit
Bodily Injury by Disease: \$	1000000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

COVERAGE EXCLUDED - REFER TO MO LIMITED

OTHER STATES BENEFIT ENDORSEMENT WC 99 03 87 A

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 09-14-18 CM

OFFICE: ST LOUIS/MO

714

PRODUCER: MICHAEL PIETILA INS AGCY

ST ASSIGN: MO

78FXR

City of Harrisonville 4th of July

Safety Distance Show: 600' Radius

Legend

5.A.a



MISSOURI DIVISION OF FIRE SAFETY**2019 FIREWORKS PERMIT****Distributor****COMPANY NUMBER:** 9750**FEE:** \$775.00**EXPIRATION DATE:** 12/31/2019

Wald & Company, Inc.
16004 S State Highway 291
Lake Winnebago, MO 64034

**MUST BE DISPLAYED WHEN PURCHASING OR SELLING FIREWORKS IN THE
STATE OF MISSOURI AS DEFINED BY STATE STATUTE 320.126 RSMo, AND CODE
OF STATE REGULATIONS 11 CSR 40-3.010.**

Sandra K. Karsten

DIRECTOR OF PUBLIC SAFETY

J. Tim Bean

STATE FIRE MARSHAL

LICENSE NOT TRANSFERABLE

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-MO-095-24-0D-00316

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

April 1, 2020

Name
ALL AMERICAN DISPLAY FIREWORKS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**16004 SOUTH STATE 291 HIGHWAY
GREENWOOD, MO 64034-**

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**WALD & CO INC
ALL AMERICAN DISPLAY FIREWORKS
PO BOX 319
GREENWOOD, MO 64034-0319**

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

WALD & CO INC 16004 SOUTH STATE 291 HIGHWAY 64034-0319 5-MO-095-24-0D-00316 April 1, 2020 24-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
14 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse, child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

Not Here X

(Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **WALD & CO INC**

Business Name: **ALL AMERICAN DISPLAY FIREWORKS**

License/Permit Number: **5-MO-095-24-0D-00316**

License/Permit Type: **24-IMPORTER OF EXPLOSIVES**

Expiration: **April 1, 2020**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 7, 2019
SUBJECT: Resolution to purchase HPD Lockers

Type of Item: *Purchase*

The 2019 City of Harrisonville annual budgets has \$20,000 in line item 01-6-0311-0504 to complete a shower/changing room in the police department. Earlier this year we opened bids for this project through the sealed bid process and the bids received were considerable over budget and the board of alderman rejected those bids at the May 20, 2019 meeting. I was then directed to investigate the possibility of purchasing the lockers, or phase 2 of the project with these funds?

On May 24, 2019 the multipurpose storage /wardrobe locker (see attached) was posted for bid in the South Cass Tribune with a bid opening date of June 3, 2019. Additionally, I emailed the bid package to the following locker manufacturing companies:

- Steelcase - Scott Rice
- Spacesaver
- Southwest Solutions Group
- Fasco Security
- School Lockers
- Penco Products
- Lockers.com
- Lightening Lockers
- Missouri Vocational Enterprises (MVE)
- Hertz Furniture

On June 3, 2019 at 2:00 pm City Clerk Randy Jones opened the multi-purpose storage / wardrobe locker bids. A total of two bids were received from the following companies:

- MVE Development Department, Jefferson City, MO,
 - \$775.00 if 20 or more are purchased
- Southwest Solutions, Lenexa Ks,
 - \$3,301.28 each

The purchase of 26 lockers will provide lockers for current staffing levels with some room for growth in the future and/or use by reserve officers.

Staff recommends approval to purchase 26 multipurpose storage / wardrobe lockers from MVE for \$775 each or a total of \$20,150.00. The \$150 overage will be absorbed within the current department budget.

B. Action Item (ID # 3242)

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH MISSOURI VOCATIONAL ENTERPRISES FOR THE PURCHASE OF EQUIPMENT STORAGE LOCKERS FOR THE HARRISONVILLE POLICE DEPARTMENT, AND ESTABLISHING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Harrisonville (“City”) budgeted \$20,000 for improvements to the shower room areas of the police department facility;

WHEREAS, the Board of Aldermen (“Board”) approved purchasing lockers instead of the shower room improvements due to the cost of the remodel being over the 2019 budgeted amount;

WHEREAS, a public notice was published and bids were accepted and opened on June 3, 2019;

WHEREAS, two bids were submitted with the lowest bid submitted by Missouri Vocational Enterprises (“MVE”);

WHEREAS, staff reviewed the bids and believe the MVE bid is the lowest and best bid;

WHEREAS, staff recommends the Board approve the low bid of \$775 for 26 lockers at a total cost of \$20,150.00;

WHEREAS, the Board of Aldermen believe it is in the best interest of the City and its residents to purchase 26 lockers from MVE for the police department at a cost of \$20,150.

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 by the Board of Aldermen on behalf of the City of Harrisonville, Missouri, to enter into a purchase agreement with Missouri Vocational Enterprises in Jefferson City, Missouri to purchase 26 multipurpose storage lockers for the Harrisonville Police Department at a cost of \$20,150.00.

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 17th day of June 2019.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 17th day of June 2019

Attachments:

RFP PD Lockers 2019 (PDF)

Bid Notice

Sealed proposals will be received by the City Clerk at Harrisonville City Hall, 300 E. Pearl St., Harrisonville, Missouri, until 2:00 PM on Monday, June 3, 2019, at which time proposals for:

POLICE STATION: PATROL OFFICER LOCKERS

Will be publicly opened and read aloud in the Council Chambers of city hall. Address your sealed packages to the attention of the city clerk and mark on the outside of the envelope "Police Station: Patrol Officer Lockers." Specifications are available at www.harrisonville.com or by contact the Harrisonville Police Dept.

The City reserves the right to accept or reject any or all bids and to waive any technicalities, irregularities, or informalities therein; and to determine which is the lowest, responsive, responsible and best bid to accept. Bid may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening.



REQUEST FOR PROPOSAL

Police Department

City of Harrisonville, Missouri

Multi-purpose storage/wardrobe Locker

The City of Harrisonville, Missouri invites interested firms to submit a proposal for services as described herein.

Proposals must be received by Randy Jones, City Clerk, 300 East Pearl, P.O. Box 367, Harrisonville, Missouri, 64701, marked “PD – Multi-purpose Locker”. Proposal must be received no later than: 2:00 P.M., on Monday, June 3, 2019.

All work is to be warrantied for one year from the date of acceptance by the City and all manufacturer's warranties on materials and/or equipment shall be applied in the City's name if applicable. All contractors are to be properly licensed in the City of Harrisonville.

For information contact: John J. Hofer, Chief of Police, at (816) 380-8929, jhofer@harrisonville.com or FAX Number: (816) 380-8935

SUMMARY OF REQUEST

Project Description

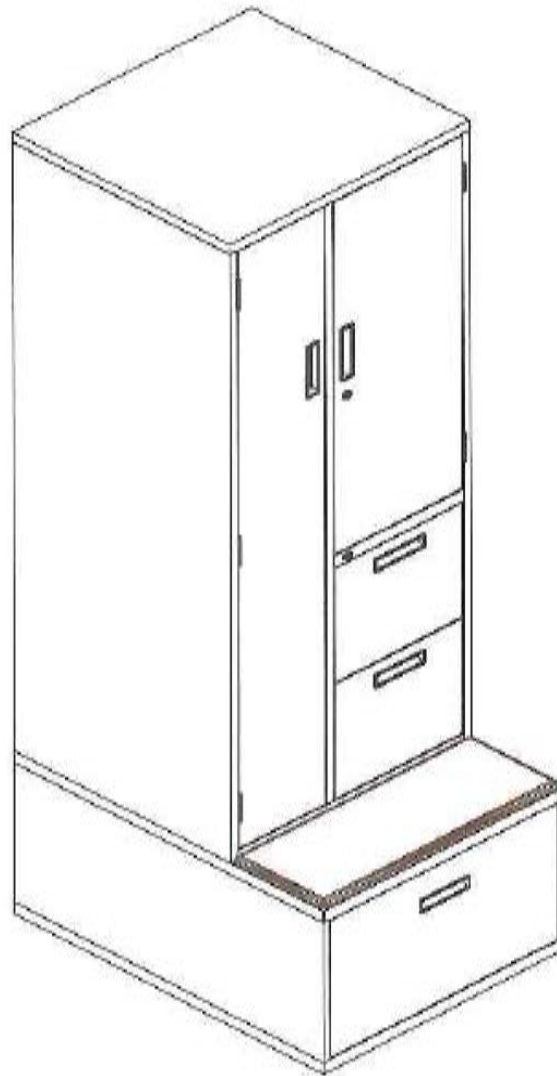
The Project consists of a qualified contractor to supply the specifically designed locker (shown below), to include shipping, to the Harrisonville Police Department. Installation will be the responsibility of the City of Harrisonville. The City anticipates purchasing a minimum of 20 lockers, bid needs to be the price per locker.

The City reserves the right to accept or reject any or all bids and to waive any technicalities, irregularities, or informalities therein; and to determine which is the lowest, responsive, and best bid to accept. Bid may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening.

Locker Description

26" Wide multipurpose storage/wardrobe Locker shall be constructed of heavy duty 18 ga. sheet steel for long life and durability. Lockers are a minimum of 81 ½" high, 26 inches wide, the top storage areas are 23 1/2" deep and the base is 33 1/2" deep.

One cam lock to secure both doors and drawers for each locker and each locker has a different key set. Only one drawer can be opened at one time to prevent accidental tipping. Left section has a hanging bar for garments. Right upper section comes with an adjustable shelf to include all installation hardware. Locker will be finished in black baked enamel finish. The locker needs to have a finished wood stool/step attached on top of the base as shown.

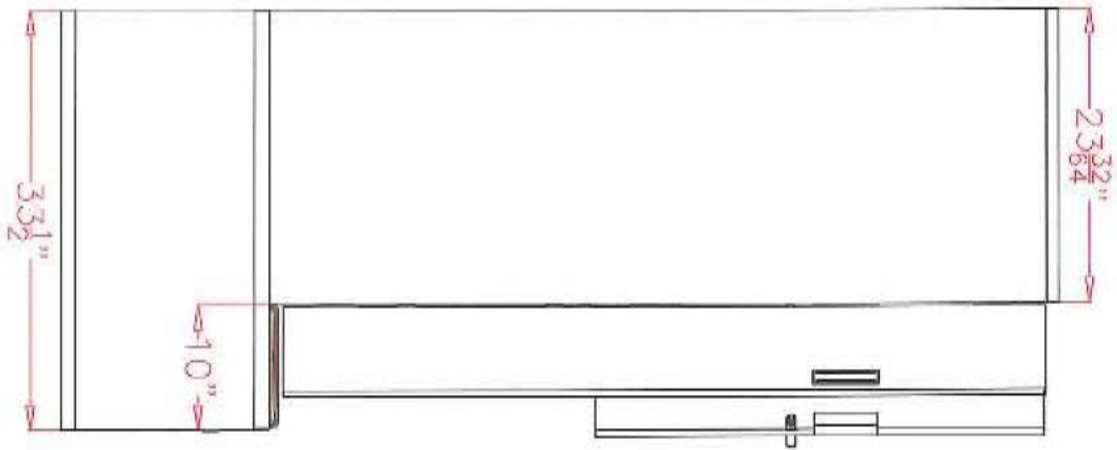


Not to Scale

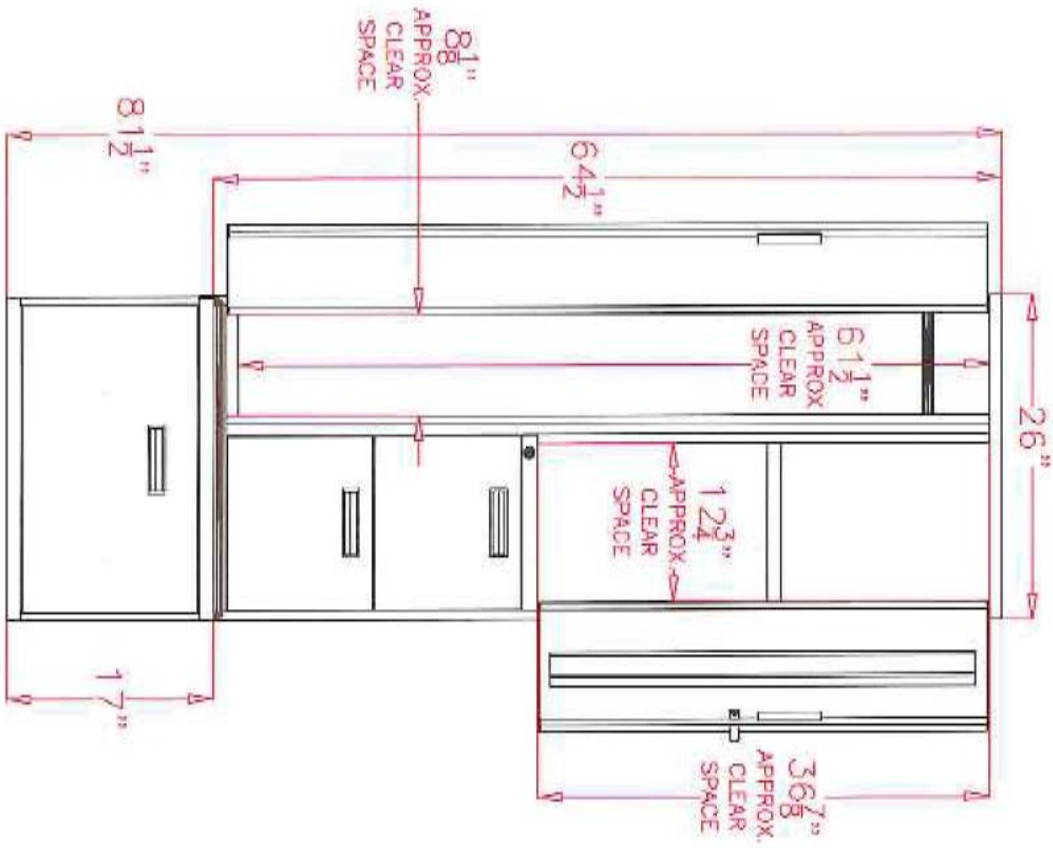


Attachment: RFP PD Lockers 2019 (Resolution to purchase HPD Lockers)

SIDE VIEW



FRONT VIEW





STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 30, 2019
SUBJECT: Resolution for SRO Contract for 2019-20 School Year

Type of Item: *Approval*

Issue:

School Resource Officer agreement with Harrisonville Cass R-IX School District.

Background:

The City provides two SROs to the school district during the school year. They work in the middle and high schools. The school contracts with the City to provide POST certified and DARE trained officers and pays \$30 per hour (\$45 when it is overtime) for the officer. The officers remain under the control of the Police Chief and are there to enforce federal/state/local laws, investigate crimes, and act a liaison with the schools and students.

This is a yearly contract that must be renewed for the City to provide the service.

Recommendation:

Approve the contract for the 2019-2020 school year that starts in August.

C. Action Item (ID # 3233)

A RESOLUTION APPROVING AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF HARRISONVILLE AND THE HARRISONVILLE CASS R-IX SCHOOL DISTRICT, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT, AND ESTABLISING AN EFFECTIVE DATE.

WHEREAS, the City of Harrisonville (“City”) proposes to renew the Agreement to provide School Resource Officers (SROs) at the Middle School and High School of the Harrisonville Cass R-IX School District (“School District”) pursuant to a proposed Agreement, which is attached hereto, for Police Services (“Agreement”);

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

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

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

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

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

WHEREAS, the proposed Agreement has been negotiated between the City and the School District, and City staff recommends approval; and

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

NOW, THEREFORE, BE IT 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 by the Board of Aldermen on behalf of the City of Harrisonville, Missouri, to enter into the attached Agreement with the Harrisonville Cass R-IX School District to provide 2 School Resource Officers (SROs) to the School District under the terms specified in the Agreement.

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 17th day of June 2019.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 17th day of June 2019

Attachments:

5-28-2019 SRO Contract (PDF)

AGREEMENT FOR POLICE SERVICES

(School Resource Officer: High School and Middle School)

2019-2020 School Year

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**"), made and entered into as of this _____ day of June 2019, by and between the **City** of Harrisonville, Missouri, ("**City**") and the Harrisonville Cass R-IX **School District** ("**School District**").

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

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

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

1. Definitions.

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

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

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

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

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

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

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

Attachment: 5-28-2019 SRO Contract (Resolution for SRO Contract for 2019-20 School Year)

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

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

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

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

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

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

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

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

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

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

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

2. **Scope of Services.**

2.1. **General Purpose.**

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

2.2. **SRO Responsibilities:**

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

2.3. Scope of Services; additional.

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

3. Term.

The effective term of this **Agreement** shall be from August 7, 2019 until the end of the 2019-2020 school year according to the **School District’s** calendar, provided the term may be mutually extended by the parties, in writing, as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that the Schools are not in session, the **SRO(s)** shall perform regular police duties at a duty station as determined by the **Chief of Police**.

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

4.1. City and City Staff Are Independent Contractors.

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

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

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

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

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

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

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

5. Waiver of Claims; Indemnification.

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

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

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

6. Termination.

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

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

7. School District agrees to:

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

- 7.1. Pay the **City** an amount equal to the cost of each **SRO's** hourly rate, not to exceed \$30.00 per hour for the first eight (8) hours of the School Day the SRO works, and a rate not to exceed \$45.00 per hour for the one (1) hour of the School Day thereafter, which shall include the **SRO's** actual wages, benefits and overhead, multiplied by the number of hours the **SRO** actually dedicates to the School Resource Officer duties. The Harrisonville **School District** will provide payment or an objection to the **City** within thirty (30) days of its receipt of a detailed invoice showing the dates of service, description of services provided, and charge for those

services. This funding structure shall be followed as long as the Agreement remains in force.

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

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

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

- 8.1. Provide the **SRO(s)** to the **School District** during normal school hours while the **School is in Session**, which are anticipated to be from 7:00 a.m. to 4:00 p.m., for a minimum of 185 days, except as otherwise provided herein, ("Minimum Days"), or such other time agreed to in writing by the parties. The maximum number of hours that a **SRO** will provide in a calendar month shall be 189 hours, and the minimum shall be 48 hours per week ("Minimum Hours"). The parties hereto understand that number of **Minimum Days** and/or **Minimum Hours** may be reduced by the circumstances described in Section 4.3., 8.2., 10., or other terms in this **Agreement**. The **School District** may exclude any individual **SRO** from performance under this **Agreement**. If the **School District** excludes an individual **SRO**, the **City** will provide a different individual **SRO** to complete performance of this Agreement.
- 8.2. The **City** will endeavor to have SRO(s) available for duty at their assigned **Schools** each day that **School is in Session** during the **Regular School Year**. The **City** is not required to furnish substitute **SRO(s)** on days when regularly assigned **SRO(s)** are absent due to illness or police department requirements.
- 8.3. The **City** agrees to provide and pay the **SRO(s)**' salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the **City**, including, but not necessarily limited to: sick leave, annual leave, retirement compensation, life insurance, dental insurance, and medical/hospitalization insurance.
- 8.4. The **City** agrees to provide the **School District** the results of a criminal background check on each SRO who performs duties under this Agreement that includes a search of the Federal Bureau of Investigation's (FBI) criminal history files; the Missouri State Highway Patrol's (MSHP) criminal the Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Children's Division (CD) of the Missouri Department of Social Services before the SRO performs services under this Agreement.

9. Basic Qualifications for a SRO.

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

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

10. SRO Responsibilities on School Property.

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

- 10.1. Protect lives and property for the citizens and public-school students of the **School District**.
- 10.2. Enforce Federal, State, and Local criminal laws and ordinances.
- 10.3. Investigate criminal or suspicious activity committed on or adjacent to **School Property**, taking the appropriate steps consistent with federal and state laws. Provided, however, the **SRO** shall not have the responsibility to arrest or detain any person unless a crime was committed in the presence of the **SRO**, or with probable cause, or pursuant to the instructions of the **Chief of Police**.
- 10.4. Inform and alert other emergency personnel about potentially dangerous and/or hazardous situations.
- 10.5. Gather information regarding potential problems such as criminal activity, gang activity and student unrest and attempt to identify particular individuals who may be a disruptive influence to the **School** and/or **School** students.
- 10.6. Work with the principal or his/her designee to develop crisis procedures and protocols.
- 10.7. Act as a communication liaison with law enforcement agencies: providing basic information concerning **School District** students on **School Property** served by the

SRO without breaching student confidentiality as outlined in the Section 18. entitled, "Access to School District Student Records."

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

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

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

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

- 11.1. The **SRO** may visit the home of a **School District** student, accompanied by an **Authorized School Official**, or their designee, as the result of an investigation authorized by an **Authorized School Official** as a result of **School Related Student Problems**.
- 11.2. If an **Authorized School Official** requests an **SRO's** participation at School related **Off-Campus** activities, the **SRO** may participate when such participation is approved by the supervising Harrisonville Police Lieutenant or **Chief of Police**.

- 11.3. When the **SRO** is attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a **SRO**, or duties as a Harrisonville Police Officer.
- 11.4. Provided, however, that nothing in this **Agreement** shall prevent any **SRO** from performing their duties as a police officer for the **City**.

12. Transporting Students.

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

- 12.1. In response to **Off-Campus**, but **School Related**, criminal activity.
- 12.2. In response to emergency police activities when the student is a victim of a crime, or some other **School Emergency Circumstances** exist. Provided, however, the **SRO** or **City** Police may always transport a student, with or without **School Personnel**, if the student is under arrest with respect to a crime.
- 12.3. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's Parent has refused or is unable to pick up the student within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence **On-Campus** to be a threat to the safety and welfare of other students and **School Personnel**, as determined by the **SRO** or his/her supervisor and an **Authorized School Official**.
- 12.4. The student is to be transported from home to school or school to home at the request of an **Authorized School Official** with approval from the **Parents**.
- 12.5. If the student to be transported **Off Campus** is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the **SRO** may accompany the **School Personnel** in transporting the student, if requested and authorized by an **Authorized School Official**.
- 12.6. A student shall not be transported to any location unless it is determined that the student's Parent is at the destination to which the student is being transported.
- 12.7. The **SRO** shall notify the **School** Principal or an **Authorized School Official** before removing a student from **School Property**.

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

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

14. Investigation of Crimes Committed Off-Campus.

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

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

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

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

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

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

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

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

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

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

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

15. SRO Detention of School District Student or Employee.

15.1. Student Victim or Witness.

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

15.2. School District Employee.

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

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

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

17. Controlled Substances.

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

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

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

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

18. Access to School District Student Records.

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

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

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

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

18.4. If confidential student record information is needed, but no emergency situation exists, the student record information may be released only upon the issuance of a search warrant or subpoena to produce the records. Pursuant to 34 C.F.R. 99.31, a reasonable effort shall be made to notify the **Parents** or eligible student of the warrant or subpoena in advance of compliance, so that the **Parents** or eligible student may seek protective action unless the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed. Pursuant to 34 C.F.R. 99.38, the **SRO** or other authorities to whom the records are disclosed shall certify in writing to the **School District** that

the information will not be disclosed to any other party, except as provided under State law, without the prior written consent of the **Parents** of the student.

19. NOTICE:

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

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

Superintendent of Schools
503 South Lexington, Harrisonville, Missouri, 64701
Phone number: 816-380-2727
Email Recipient: Paul Mensching
Email: paul.mensching@harrisonvilleschools.org

19.2. And if to the City to:

Harrisonville City Administrator
300 E. Pearl St., Harrisonville, MO 64701
Phone number: 816-380-8919
Email Recipient: Happy Welch
Email: hwelch@harrisonville.com

20. Authority to Sign.

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

20. Sovereign Immunity.

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

21. Miscellaneous.

21.1. Cooperate to Accomplish Purpose:

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

21.2. Headings; Construction.

The headings that have been used throughout this **Agreement** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this

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

21.3. Invalidity or Severability.

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

21.4. Waiver.

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

21.5. Governing Law.

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

21.6. Binding Effect.

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

21.7. Time of Essence.

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

21.8. Entire Agreement, Amendment and Modification.

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

21.9. Counterparts.

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

21.12 Assault Reporting

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

IN WITNESS WHEREOF, the Cass R-IX **School District** has caused this agreement to be executed by its President of the Board of Education and attested by its Secretary of the Board of Education. The **City** of Harrisonville has caused this instrument to be executed by its Mayor and attested by its **City** Clerk being duly authorized by its Board of Alderman by ordinance adopted on the _____ day September 2019.

Cass R-IX **School District**:

City of Harrisonville,
a Missouri municipal corporation

By: Tina Graef
President Board of Education

By: Happy Welch,
City Administrator

Date: _____

Date: _____

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

ATTEST:
City of Harrisonville,
a Missouri municipal corporation

By: Susan M. Brooker
Secretary of the Board of Education

By: Randall Jones
City Clerk

Date: _____

Date: _____

Attachment: 5-28-2019 SRO Contract (Resolution for SRO Contract for 2019-20 School Year)

Assault Reporting Agreement

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

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

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

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

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

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

Cass R-IX **School District**:

City of Harrisonville,
a Missouri municipal corporation

By: _____
President Board of Education

By: Happy Welch,
City Administrator

Date: _____

Date: _____

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

ATTEST:
City of Harrisonville,
a Missouri municipal corporation

By: _____
Secretary of the Board of Education

By: _____
Randall Jones
City Clerk

Date: _____

Date: _____

Attachment: 5-28-2019 SRO Contract (Resolution for SRO Contract for 2019-20 School Year)



TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 4, 2019
SUBJECT: County Request Waive Building Fees

Type of Item: *Approval*

Cass County is requesting that the City waive or reduce our plan review and building permit fees for the County Jail Renovation project. Our estimated fees for the plan review and building permit are \$7,893.00.

D. Action Item (ID # 3237)

County Request Waive Building Fees

Attachments:

5-31-19 Mayor Bowman waive fees for jail project (DOC)



Cass County Commission

102 East Wall • Harrisonville, Missouri 64701

MONTY KISNER

ASSOCIATE COMMISSIONER • DISTRICT 1

E-MAIL: montyk@casscounty.com

PHONE: 816/380-8158

JAN CANTRELL

ADMINISTRATIVE ASSISTANT

E-Mail: janc@casscounty.com

Phone: 816/380-8155

BOB HUSTON

PRESIDING COMMISSIONER

E-MAIL: bhuston@casscounty.com

PHONE: 816/380-8160

JIMMY ODOM

ASSOCIATE COMMISSIONER • DISTRICT 2

E-MAIL: jimmyo@casscounty.com

PHONE: 816/380-8159

HOLLY BRASWELL

H. R. DIRECTOR

E-Mail: hollyb@casscounty.com

Phone: 816/380-8103 Fax: 816/380-8113

May 31, 2019

To: Judy Bowman
Mayor of Harrisonville

Re: Building Permit Fees

Dear Mayor Bowman:

The Cass County Commission would like to make a request to see if the City of Harrisonville would please consider waiving or reducing the fees for the County Jail Renovation project coming up this summer. If you have the time and or have any questions, please contact us and we will try and answer them for you.

Sincerely,

Bob Huston
Presiding Commissioner

Monty Kisner
Associate Commissioner
District 1

Jimmy Odom
Associate Commissioner
District 2

Attachment: 5-31-19 Mayor Bowman waive fees for jail project (County Request Waive Building Fees)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 12, 2019
SUBJECT: Sign Moratorium Allowance Ordinance

Type of Item: *Approval*

Issue:

Size limits for Special Signs (which includes banners) limited to 6 square feet.

Background:

When the City adopted the new sign ordinance it restricted the size of banners, sandwich boards, and T-Post type signs to 6 square feet. The Board discussed on May 6 increasing the allowable limit to 32 square feet for those with banners that are normally 3 or 4 by 6 or 8 feet.

Staff is working with our attorneys to bring the change to the code, but there are publication and public hearing requirements that will delay adoption.

The Board can enact a moratorium to allow larger Special Signs until an ordinance is reviewed by the Planning and Zoning Commission and approved by the Board of Aldermen with the proper publication and notices posted.

Recommendation:

Approve the moratorium to allow larger Special Signs.

Council Bill No.

Ordinance No.

AN ORDINANCE TO ENACT AND PLACE A MORATORIUM ON THE ALLOWABLE SIZE OF SPECIAL SIGNS UNDER CHAPTER 405 OF THE HARRISONVILLE MUNICIPAL CODE OF ORDINANCES AND COMING WITHIN THE PURVIEW OF PENDING LEGISLATION REGARDING AND CONCERNING ONE OR MORE AMENDMENTS TO SECTION 435.125 SPECIAL SIGNS OF THE HARRISONVILLE MUNICIPAL CODE AS IT PERTAINS TO SPECIAL SIGN SIZE REGULATION AND ESTABLISHING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Harrisonville (“City”) adopted a new sign code on January 7, 2019 due to a lawsuit brought by resident Kelly Street with assistance from the ACLU;

WHEREAS, the new sign code regulates temporary and special signs based on size, not content;

WHEREAS, applicants for a banner type sign find that the size limitation of 6 square feet too restrictive to impart important messages;

WHEREAS, the Board of Aldermen (“Board”) reviewed the issue at a work session on May 6, 2019 and determined that an increase in the size allowance to 32 square feet would benefit all groups wishing to utilize banner type signs;

WHEREAS, the Board wishes to allow larger banner signs temporarily until the increase can be properly advertised and reviewed by the Planning and Zoning Commission and Board;

WHEREAS, the Board deems it in the best interests of the City to declare a moratorium on the enforcement of the size limit of 6 square feet on special signs to allow larger signs in the interim pending new legislation.

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

Section 1. The Board of Aldermen of the City of Harrisonville, Missouri do hereby place a moratorium on the enforcement of the six (6) square foot limit in Appendix A of Chapter 435 and specifically as it relates to Section 435.125 Special Signs of the Municipal Code of the City of Harrisonville, and direct staff to allow Special Signs up to and including thirty-two (32) square feet, pending new legislation to that effect.

Section 2. Upon passage, this ordinance shall take effect immediately.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**READ TWO TIMES BY TITLE ONLY ON JUNE 17, 2019 AND PASSED BY THE
BOARD OF ALDERMEN THIS 17TH DAY OF JUNE, 2019.**

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 17th day of June, 2019



TO: Board of Aldermen
FROM: Randy Jones, City Clerk
DATE: June 13, 2019
SUBJECT: Amendment 2 Public Hearing

Type of Item: *Public Hearing*

- F. Discussion Item (ID # 3247)**
Amendment 2 Public Hearing



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: April 22, 2019
SUBJECT: Medical Marijuana Regulations

Type of Item: Amendment

TO: Board of Aldermen
FROM: Roger Kroh, Community Development Planner
DATE: June 17, 2019
SUBJECT: Medical Marijuana

Type of Item: Approval

Issue:

This ordinance makes changes to the zoning ordinance of the City needed to implement Constitutional Amendment No. 2 approved by voters in the State of Missouri in November 2018 that legalizes medical marijuana.

Background:

At the June 3, 2019 Board of Aldermen Meeting, staff was directed to amend the ordinance regarding medical marijuana as follows:

1. Change ordinance to state that the 1000 ft. separation is to be measured between property lines instead of between exterior walls, and
2. look for a better way of measuring the 1000 feet if MMJ facilities, churches, schools or day cares are part of a larger structure such as an office building or strip mall.

Discussion:

In researching these changes, staff found that the Missouri Department of Health and Senior Services has posted for comments the regulations describing how the 1000 ft. is to be calculated. The language is in line with the changes the Board has requested and works as follows:

For freestanding facilities

Measure from

To

If church, school or day care

Property line of church,

External wall of MMJ

are freestanding daycare or school facility

If MMJ facility freestanding External wall of MMJ facility closest to church, school, or daycare Closest property line of church, daycare or school

For facilities that are part of larger structure such as a strip center or office building

If MMJ facility part of larger structure Property line of daycare, church, or school MMJ facility entrance or exit closest to church, daycare or school

If church, school or daycare part of a larger structure Entrance or exit of church, day care or school closest to MMJ facility External wall of MMJ facility closest to church, daycare or school

The State regulation also spells out that measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot. The State settled on the traveled-by-foot approach because of a belief that an MMJ facility on one side of an interstate would not negatively impact a church, school or day care on the opposite side of an interstate even if a direct line between the two was less than 1000 feet.

The changes are on the fifth page of the ordinance and are nearly identical to the administrative regulations regarding medical marijuana (Section 19 CSR 30-95.040) recently issued by the Department of Health and Senior Services.

Alternatives:

1. Approve ordinance as amended by BOA
2. Return ordinance to the P& Z Commission for reconsideration
3. Deny ordinance

Recommendation:

Approve ordinance as amended by BOA

Attachment:

Ordinance

P&Z Minutes

Council Bill No. 37

Ordinance No.

An Ordinance Amending Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Harrisonville, Cass County, Missouri implementing Article XVI of the Constitution of the State of Missouri regarding Medical Marijuana.

WHEREAS, the City of Harrisonville, Missouri (the "City") is a body corporate, a fourth class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, Chapter 405 of the Code of Ordinances of the City of Harrisonville, Missouri (the "City Code"), otherwise known as the Harrisonville Zoning Ordinance (the "Zoning Ordinance"), was adopted for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

WHEREAS, on November 6, 2018, Missouri voters approved Constitutional Amendment No. 2 which amended the Missouri Constitution to establish a Right to Access Medical Marijuana and allow for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

WHEREAS, the voters of the City of Harrisonville approved Constitutional Amendment No. 2 with a vote of 2,343 in favor and 908 against; and

WHEREAS, the City now desires to amend the Zoning Ordinance to establish regulations regarding medical marijuana in accordance with the Missouri Constitution; and

WHEREAS, the City desires to protect the health and safety of the public by establishing reasonable regulations on Medical Marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns; and

WHEREAS, in accordance with procedures established in the Zoning Ordinance and Chapter 89 of the Missouri Revised State Statutes, proceedings were initiated to amend the Zoning Ordinance as hereinafter set forth; and

WHEREAS, a legal notice was published in *The Cass County Democrat* on April 26, 2019, a newspaper having a general circulation in the City of Harrisonville, Missouri, that public hearings would take place on May 16, 2019 at 6:00 p.m. at the Planning and Zoning Commission (the "Planning Commission") meeting, and on June 3, 2019 at 7:00 p.m. at the Board of Aldermen meeting, at which meetings the hereinafter amendments would be considered; and

WHEREAS, on May 16, 2019, at 6:00 p.m., the Planning Commission did conduct said public hearing, and after evaluating the proposed amendments to the Harrisonville Zoning Ordinance, did recommend to the Board of Aldermen that the hereinafter described amendments to The Harrisonville Zoning Ordinance should be approved; and

WHEREAS, on June 3, 2019, at 6:00 p.m., the Board of Aldermen did conduct said public hearing, and did evaluate the proposed amendments to the Harrisonville Zoning Ordinance.

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

Section 1. Section 405.030, "Definitions and Rules of Construction," of the Zoning Ordinance is hereby amended by adding the following definitions as subparts, which subparts shall hereafter read as follows:

“Daycare” means a child-care facility, as defined by Section 210.201, RSMo. that is licensed by the state of Missouri.

"Church(es)/ place(s) of worship" means a building(s) primarily used for public religious worship and associated religious functions (education, fellowship, etc.), including synagogues and temples.

“Marijuana or Marihuana” means Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

“Marijuana-Infused Products” means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

"Medical Marijuana Cultivation Facility" means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility.

"Medical Marijuana Dispensary Facility" means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

"Medical Marijuana Infused Products Manufacturing Facility" means a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

"Medical Marijuana Testing Facility" means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

“Medical Marijuana Use” means a "Medical Marijuana Cultivation Facility", a "Medical Marijuana Dispensary Facility", a "Medical Marijuana Infused Products

Manufacturing Facility," and a "Medical Marijuana Testing Facility" as defined in Section 405.030.

"Qualifying Patient" means a Missouri resident diagnosed with at least one qualifying medical Condition.

"School" means any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.

"Then existing" means any school, child day-care center, or church with a written building permit from the city to be constructed, or under construction, or completed and in use at the time the Medical Marijuana Dispensary first applies for either zoning or a building permit, whichever comes first.

Other than as specifically set forth hereinabove, all other definitions and subparts of Section 405.030 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

Section 2. The following Sections of the Zoning Ordinance are hereby amended by adding "Medical Marijuana Dispensary Facility" to the list of Permitted Uses in the following Sections:

Section 405.215, "Permitted Uses," in Article XI "C-0 Non-Retail Business District" subject to Section 405.575, "Standards for Medical Marijuana Uses."

Section 405.245, "Permitted Uses," in Article XII "C-1 Local Business District" subject to Section 405.575, "Standards for Medical Marijuana Uses."

Section 405.315, "Permitted Uses," in Article XV "C-2 Service Business District" subject to Section 405.575, "Standards for Medical Marijuana Uses."

Other than as specifically set forth hereinabove, all other Permitted Uses and subparts of Section 405.215, Section 405.245 and Section 405.315 of the Zoning Ordinance shall be unaffected by this amendment and shall remain in full force and effect.

Section 3. The following Sections of the Zoning Ordinance are hereby amended by adding "Medical Marijuana Cultivation Facility" to the list of Permitted Uses in the following Sections:

Section 405.110, "Permitted Uses," in Article IV "A Agriculture District" subject to Section 405.575, "Standards for Medical Marijuana Uses."

Section 405.485, "Permitted Uses," in Article XVII "M-1 Light Industrial District" subject to Section 405.575, "Standards for Medical Marijuana Uses."

Section 405.505, "Permitted Uses," in Article XVIII "M-2 General Industrial District" subject to Section 405.575, "Standards for Medical Marijuana Uses."

Other than as specifically set forth hereinabove, all other Permitted Uses and subparts of Section 405.110, 405.485, and 405.505 of the Zoning Ordinance shall be unaffected by this amendment and shall remain in full force and effect.

Section 4. The following Sections of the Zoning Ordinance are hereby amended by adding “Medical Marijuana Infused Products Manufacturing Facility to the list of Permitted Uses in the following Sections:

Section 405.485, "Permitted Uses," in Article XVII “M-1 Light Industrial District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Section 405.505, "Permitted Uses," in Article XVIII “M-2 General Industrial District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Other than as specifically set forth hereinabove, all other Permitted Uses and subparts of Section 405.485 and Section 405.505 of the Zoning Ordinance shall be unaffected by this amendment and shall remain in full force and effect.

Section 5. The following Sections of the Zoning Ordinance are hereby amended by adding “Medical Marijuana Testing Facility” to the list of Permitted Uses in the following Sections:

Section 405.215, "Permitted Uses," in Article XI “C-0 Non-Retail Business District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Section 405.245, "Permitted Uses," in Article XII “C-1 Local Business District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Section 405.315, "Permitted Uses," in Article XV “C-2 Service Business District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Section 405.485, "Permitted Uses," in Article XVII “M-1 Light Industrial District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Section 405.505, "Permitted Uses," in Article XVIII “M-2 General Industrial District” subject to Section 405.575, “Standards for Medical Marijuana Uses.”

Other than as specifically set forth hereinabove, all other Permitted Uses and subparts of Section 405.215, Section 405.245, Section 405.315, Section 405.485 and Section 405.505 of the Zoning Ordinance shall be unaffected by this amendment and shall remain in full force and effect.

Section 6. Article XX Supplementary Regulations in the Zoning Ordinance is hereby amended by the addition of new Section 405.575, "Standards for Medical Marijuana Uses", which subsection shall hereafter read as follows:

Section 405.575 Standards for Medical Marijuana Uses

No building shall be constructed, altered, or used for a Medical Marijuana Use without complying with the following regulations.

A. Buffer Requirement. ~~No Medical Marijuana Use shall be located within 1,000 feet of a then-existing elementary or secondary school, licensed child day-care center, or church, except when the aforementioned uses establish themselves within the prohibited distance, the Medical Marijuana facilities~~

~~may remain. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school, child care center, or church, to the nearest exterior building wall of the building containing the Medical Marijuana business or the property line of an outdoor “Medical Marijuana Cultivation Facility.”~~

No new cultivation, infused products manufacturing, dispensary, or testing facility shall be sited, at the time of application for license or for local zoning approval, whichever is earlier, within one thousand (1,000) feet of any then existing elementary or secondary school, daycare, or church.

1. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the property line of an external cultivation facility or external wall of the all other facility structures closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

2. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility’s entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

3. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

- B. Outdoor Operations or Storage Prohibited. Exception. Except for outdoor Medical Marijuana Cultivation Facilities, the operations and all storage of materials, products, or equipment for all other Medical Marijuana businesses shall be within a fully enclosed building.
- C. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Medical Marijuana Use.
- D. Hours of Operation. All Medical Marijuana Use shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m.
- E. Display of Licenses Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

- F. Residential Dwelling Units Prohibited. No Medical Marijuana business shall be located in a building that contains a residence.
- G. Ventilation Required. All medical marijuana uses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business and place of home cultivation. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility or place of home cultivation is located.
- H. Site Plan Review Required. A site plan shall be submitted for review and approval by the Community Development Department. The site plan shall show distances between the Medical Marijuana business and the nearest school, church or licensed child day-care facility, as set forth in Section 405.575 (A).
- I. Construction Permits Required. All new work, remodeling, alterations, additions and any mechanical, electrical or plumbing work requires a building permit to be applied for as required under Chapter 500 of the Municipal Code.

Section 7. 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 8. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri, Cass County, and the City of Harrisonville and administrative regulations regarding Medical Marijuana established by the Missouri Department of Health and Senior Services.

Section 9. 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 FOR THE FIRST TIME BY TITLE ONLY ON THE ____ DAY OF JUNE 2019

AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE ____ DAY OF JUNE 2019 AND PASSED BY THE BOARD OF ALDERMEN THIS ____ DAY OF JUNE 2019.

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 June 2019



DRAFT
MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
CITY HALL
MAY 16, 2019
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Vice Chair Dorothy Young

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Absent	
Scott Milner	Harrisonville		Present	
Matt Turner	Harrisonville	Alderman Liaison	Present	
Jim Proctor	Harrisonville		Present	
Virgil Butler	Harrisonville		Present	
Dorothy Young	Harrisonville	Vice Chair	Present	
Cheryl Bush	Harrisonville		Absent	
Barrett Welton	Harrisonville		Present	
Judy Bowman	Harrisonville	Mayor	Present	

Also present were Roger Kroh, Community Development Planner; Matt Turner, Aldermen Liaison; Happy Welch, City Administrator; Taylor Hastings, COO Joshua House; Donal (Jeff) Parham, Applicant Joshua Hosue; Ryan Stemmons, Director of Real Estate for Aldi; Sam Malinowsky, Engineer; Judge William Collins, 17th Circuit Court; Judge Mike Rumley, 17th Circuit Court; Mike Vogt, Business Owner; Larry Kalwei, Business Owner; John Foster, Resident; Dennis Minich, South Cass Tribune; and Jamie Martin, Recording Secretary

2. Approval of Minutes

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

Dorothy Young said that she would like the January 3, 2019 minutes to read as follows: "Brian Hasek made a motion to recommend the changes to the sign ordinance as presented to the Board of Aldermen with a recommendation that current businesses will not be required to comply with this ordinance at the time it becomes effective but will need to do so when they change ownership or when their signs are otherwise updated."

Jim Proctor made a motion to approve as amended. Scott Milner seconded the motion. Matt Turner and Judy Bowman abstained from voting.

RESULT:	APPROVED [5 TO 0]
AYES:	Milner, Proctor, Butler, Young, Welton
ABSTAIN:	Judy Bowman
ABSENT:	Chris Chiodini, Cheryl Bush

B. Planning & Zoning Commission - Regular Meeting - Feb 21, 2019 6:00 PM

Dorothy Young said that she would like the February 21, 2019 minutes to read as follows: "Dorothy Young made a motion to amend the minutes of the January 3, 2019, meeting by including specific language regarding this Board's recommendation on how the city will handle non-conforming signs."

Scott Milner made a motion to approve as amended. Jim Proctor seconded the motion. Matt Turner and Judy Bowman abstained from voting.

RESULT:	ACCEPTED [5 TO 0]
AYES:	Milner, Proctor, Butler, Young, Welton
ABSTAIN:	Judy Bowman
ABSENT:	Chris Chiodini, Cheryl Bush

C. Planning & Zoning Commission - Regular Meeting - Mar 21, 2019 6:00 PM

Virgil made a motion to approve as amended. Scott Milner seconded. Matt Turner and Judy Bowman abstained from voting.

RESULT:	ACCEPTED [5 TO 0]
AYES:	Milner, Proctor, Butler, Young, Welton
ABSTAIN:	Judy Bowman
ABSENT:	Chris Chiodini, Cheryl Bush

3. Agenda Items

A. Application FP 19 – 006, Final Plat, Harrisonville Gateway Second Plat, a Replat of Lots 1-4

Roger Kroh presented Packet Pages 12 -23, Harrisonville Gateway Final Plat, a replat of Lots 1-4. Mr. Kroh said that Aldi would like to place a store on the larger lot. He said that the replat merges four lots into 2 lots and meets the City's requirements for a final plat. Mr. Kroh said that the City Staff and Aldi are developing costs for widening Westchester so that an additional lane can be added. This will reduce delays for right-hand turns from Westchester to Mechanic from 25.5 seconds to 15 seconds during the peak PM hour for Aldi traffic. However, the delay for left turns during the peak PM hour will increase from 25.5 seconds to 70 seconds based on worst case assumptions used in the traffic study. But, the rest of the hours Aldi is open, the Aldi traffic will not have a noticeable impact. Staff sees this as a short-term band-aid on the larger congestion problem that pre-exists Aldi. Mr. Kroh said the long-term solution is for MODOT to do a major intersection improvement. The City Engineer has prepared a concept plan and preliminary budget for a major intersection improvement and presented it to the Mid-America Regional Council for the future when funding might be available. Ryan Stemmons, Director of Real Estate for Aldi, stated that they would use the larger lot for the store, and potentially sell the smaller lot to another user.

Judy Bowman made a motion to recommend the Gateway Final Plat as presented. Virgil Butler seconded the motion. The Commission voted unanimously.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
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MOVER: Judy Bowman, Mayor
SECONDER: Virgil Butler
AYES: Milner, Proctor, Butler, Young, Welton, Bowman
ABSENT: Chris Chiodini, Cheryl Bush

B. Renner Place, 1600 Mechanic Street, 6.98 acres at 1600 Mechanic Street. (Brian Renner, Applicant.) Applicant requested a continuance.

Applicant requested a continuance.

Barrett Welton made a motion to continue at the June 13, 2019, meeting. Jim Proctor seconded. The Commission voted unanimously to continue.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Barrett Welton
SECONDER: Jim Proctor
AYES: Milner, Proctor, Butler, Young, Welton, Bowman
ABSENT: Chris Chiodini, Cheryl Bush

C. Application SU 19 – 011, SUP to Operate Joshua House, a Group Boarding Home for Men. (Public Hearing)

Roger Kroh presented Packet Pages 25-49. This is a Special Use Application to operate Joshua House, a group boarding home for adult men, at 2000 Anaconda Road. This property is in an M-1 Light Industrial Zoning District. There is currently a rental house, owned by applicant Donal (Jeff) Parham, that would be used for the Joshua House upon SUP approval. The location for the Joshua House has many benefits including the employment by surrounding businesses and those just outside of the City proper. Staff recommends a 10 year Special Use Permit with the ability to renew at a later date.

Donal Parham stated that he currently has 6-8 men going through this program and the SUP would increase this to 22 young men. Joshua House is run by Two Rules Ministry. It is a 501(C)(3) nonprofit corporation. It is owned privately and self-sustained. He said the location is perfect because there is employment close by that the residents can walk or bike to as most of them do not have transportation. He introduced Taylor Hastings who is Joshua House's Chief Operations Officer.

Jim Proctor asked if this location would have full turn around access for emergency vehicles. Mr. Parham said yes, there is potential for an extension of Precision Drive that would accommodate this. Barrett Welton asked if Joshua House would be for both men and women. Mr. Parham said he did not have plans to include women at this time. Dorothy Young asked what the minimum age for the residents would be. Mr. Parham said that 17 would be the youngest, but most would be over 18 because the residents have to be old enough to legally make decisions for themselves. Dorothy Young asked how many residents this building will house because the staff report stated 22. Mr. Parham said there will be 22 and the 2 case workers that will live on site. Virgil Butler asked where the clients would come from. Mr. Parham stated that the clients would come from the Cass County area. The men that go through the program want to go through the program. They are not sent to Joshua House as a half way house situation. Judy Bowman asked what the general length of time for a typical resident would be. Mr. Parham said the residents usually have fulfilled their obligations to the program within 12 to 18 months. Larry Kalwei told the Commission he fully supports Mr. Parham. Mike Vogt, owner of Staying Home Corporation, said that he is directly across the street from the location. He stated that the business' there all help and support each other. He supports Mr. Parham and the Joshua House 100%. Judge William Collins, 17th Circuit Court, shared his support for this program. Judge Mike Rumley, Division 4 Treatment Court, shared his support and the need for this program in the area.

Virgil Butler made a motion to approve the Special Use Permit for 10 years as presented. Jim Proctor seconded the motion.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Virgil Butler
SECONDER:	Jim Proctor
AYES:	Milner, Proctor, Butler, Young, Welton, Bowman
ABSENT:	Chris Chiodini, Cheryl Bush

D. Application CA 19 – 007, An Ord Amending Ch 405, in the Zoning Regulations, regarding Medical Marijuana

Roger Kroh presented Packet Pages 50-58, a proposed Ordinance amending Chapter 405 in the Zoning Regulation to implement Medical Marijuana which was legalized by Constitutional Amendment No. 2 in November, 2018. The change would cover Medical Marijuana dispensaries, Medical Marijuana cultivation facilities, Medical Marijuana manufacturing facilities, and Medical Marijuana testing facilities. Virgil Butler asked why pharmacies couldn't act as dispensaries. Leanne Dickerson, Gillen Pharmacy, explained that the Medical Marijuana Constitutional Amendment does not allow pharmacies to dispense medical marijuana. It starts with a prescription, then has to be approved by the Department of Health, then the patient is given a medical card to be able to enter. Dorothy Young asked, with the obvious exception of cultivation, where would the primary available locations for these dispensaries be. Roger Kroh stated along Hwy 291 and Commercial Street.

Jim Proctor made a motion to recommend that the Board of Aldermen approve the ordinance amending the Zoning Ordinance to implement Constitutional Amendment No. 2 regarding Medical Marijuana. Barrett Welton seconded the motion. The Commission voted unanimously.

RESULT:	RECOMMENDED FOR BOARD APPROVAL [UNANIMOUS]
MOVER:	Jim Proctor
SECONDER:	Barrett Welton
AYES:	Milner, Proctor, Butler, Young, Welton, Bowman
ABSENT:	Chris Chiodini, Cheryl Bush

4. Discussion Items

The regular scheduled meeting for June 20, 2019, has been rescheduled for June 13, 2019.

5. Adjourn

With nothing further to come before the Commission, Barrett Welton made a motion to adjourn. Scott Milner seconded. The meeting was adjourned at 7:08 PM.

Respectfully Submitted,

Jamie Martin, Recording Secretary



TO: Board of Aldermen
FROM: Randy Jones, City Clerk
DATE: June 6, 2019
SUBJECT: May 2019 Monthly Municipal Court Report

Type of Item: *Approval*

A. Action Item (ID # 3238)

May 2019 Monthly Municipal Court Report

Attachments:

Municipal Court Monthly Report for May 2019 (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of May 2019 and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.

Kevin K. Anderson
Municipal Court Judge

Date

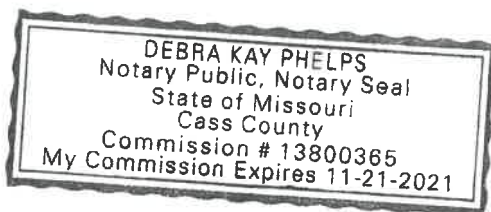
Presented and reviewed as required by Court Operating Rule 4.29.

City Clerk

Date

Subscribed and sworn to before me this 6th day of June, 2019.

Notary



Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Harrisonville Municipal Division

I. COURT INFORMATION

Reporting Period:		
May	2019	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
300 E. Pearl St. Harrisonville, MO 64701	PO Box 367 Harrisonville, MO 64701	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 380-8903		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Michelle Shaffer	michelle.shaffer@courts.mo.gov	Kevin Anderson

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		57	707	853
B. Cases (citations / informations) filed		1	36	39
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	1
	4. plea of GUILTY in court	5	70	36
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	31	0
	6. dismissed by court	1	1	1
	7. nolle prosequi	0	10	5
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	6	112	43
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		52	631	849
E. Trial de Novo and / or appeal applications filed		0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	99	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	189	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	907		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$9,374.00
Clerk Fee – Excess Revenue	\$730.64
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$22.53
Bond forfeitures (paid to city) – Excess Revenue	\$280.00
Total Excess Revenue	\$10,407.17
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$3,906.00
Clerk Fee – Other	\$434.50
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$97.09
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$692.29
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$13.40
Law Enforcement Training (LET) Fund surcharge	\$194.20
Domestic Violence Shelter surcharge	\$194.20
Inmate Prisoner Detainee Security Fund surcharge	\$194.15
Sheriffs' Retirement Fund (SRF) surcharge	\$283.66
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,350.00
Total Other Revenue	\$7,359.49
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DWI Recoupment Fee - Not subject to Excess Revenue	\$316.84
Total Other Disbursements	\$316.84
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$18,083.50
Bond Refunds	\$0.00
Total Disbursements	\$18,083.50