



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 20, 2013
7:00 PM**

- 1. Call to Order**
 - A. Roll Call**
- 2. Pledge of Allegiance**
- 3. Ceremonial Matters**
 - 1. Service Awards to Dee Shelton, 30 Years, and Gabe Dalton, 15 Years**
 - 2. Appointments to Boards and Commissions**
- 4. Public Participation**
- 5. Approval of Minutes**
 - 1. Board of Aldermen - Regular Meeting - May 6, 2013 7:00 PM**
- 6. Agenda Items**

1. **Commercial & State Route 291**
2. **Council Bill 030: A Resolution Authorizing the City Administrator to Execute an Agreement with Jedd Beasley for the Purpose of Abatement of Health and Environmental Violations 2013-2014**
3. **Council Bill 031: A Resolution Authorizing the City Administrator to Execute an Agreement with Drake-Scruggs Equipment for the Purpose of Purchasing a New 60' Tree Trimming Bucket Device in an Amount Not to Exceed \$124,150.**
4. **Council Bill 032: A Resolution Amending Lease Agreement of Trap and Skeet Range at North Lake**
5. **Council Bill 033: A Resolution Authorizing the City Administrator to Execute an Agreement with Wald Company to Provide a Fireworks Display on July 4, 2013 at a Cost Not to Exceed \$11,000**
6. **Council Bill 034: A Resolution Authorizing the City Administrator to Execute an Agreement with Redzone to Provide Closed-Circuit Televised Inspection of the City Sewer System at a Cost No to Exceed \$91,872.**
7. **Council Bill 035: A Resolution Establishing a New Policy Governing Long-Term Parking on City-Owned Lots.**
8. **Council Bill 036: An Ordinance Amending Chapter 310 Enforcement and Obedience to Traffic Regulations Sections 310.060 and 310.070**
7. **Aldermen and Committee Reports**
8. **Report from the City Administrator**
 1. **Presentation of 2013 Single Family Cost of Living Comparison**
9. **Report from the Mayor**
10. **Questions from the Media**
11. **Adjourn to Executive Session**
12. **Adjourn From Regular Session**

Posted on City Hall Bulletin Board this day of

Kim Hubbard, City Clerk

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

Presented by the Mayor and the Harrisonville Board of Aldermen to

Dee Shelton

In Grateful Appreciation for

30 Years

Of Dedicated Service to



May 20, 2013

KEVIN WOOD, MAYOR

Presented by the Mayor and the Harrisonville Board of Aldermen to

Gabe Dalton

In Grateful Appreciation for

15 Years

Of Dedicated Service to



May 20, 2013

KEVIN WOOD, MAYOR

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Don Allen TO THE OFFICE OF THE **Park Board**
And he is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto him the said **Park Board**.

For and during the term of 1 year ending June 2014 or until his successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 20th day of May 2013.

Mayor

ATTEST:

City Clerk

Attachment: Don Allen, Park Board (1043 : Appointments to Boards and Commissions)

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Park Board

for

Don Allen

=====

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Carol Bohl TO THE OFFICE OF THE **Historic Preservation Commission**
And she is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto her the said **Historic Preservation Commission**.

For and during the term of **3** years ending May 2016 or until her successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 20th day of May 2013.

Mayor

ATTEST:

City Clerk

Attachment: Carol Bohl-HPC (1043 : Appointments to Boards and Commissions)

Historic Preservation Commission

for
Carol Bohl

=====

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Megan Rudell TO THE OFFICE OF THE **Historic Preservation Commission**
And she is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto her the said **Historic Preservation Commission**

For and during the term of 3 years ending May 2016 or until her successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 20th day of May 2013.

Mayor

ATTEST:

City Clerk

=====

Historic Preservation Commission

for

Megan Rudell

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COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Jeff Cryderman TO THE OFFICE OF THE Board of Building and Engineering Appeals
And he is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto him the said Board of Building and Engineering Appeals.

For and during the term of 5 years ending March 2018 or until his successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 20th day of May 2013.

Mayor

ATTEST:

City Clerk

Attachment: Jeff Cryderman, BBEA (1043 : Appointments to Boards and Commissions)

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Board of Building & Engineering Appeals

for

Jeff Cryderman

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**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 6, 2013
7:00 PM**

1. Call to Order

The meeting was called to order at 7:00 PM by Mayor Kevin Wood

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

2. Pledge of Allegiance

3. Ceremonial Matters

1. Presentation of Service Award to Steve Kagarice and Dennis Culpepper

Mayor Wood and Street Superintendent Rodney Jacobs recognized Steve Kagarice, Street Department of his forty (40) years of service to the City. Dennis Culpepper, Waste Water Plant employee was not present for his recognition for twenty-five years of service. City Administrator Moody will present the Certificate to Mr. Culpepper at a later date.

2. National Police Week Proclamation

Mayor Wood read the Proclamation for National Police Week and was joined by Police Chief Hofer and other Police Officers.

4. Public Participation

Minutes Acceptance: Minutes of May 6, 2013 8:00 PM (Approval of Minutes)

Carrie Eidson, 1005 Mission Rd., asked to speak regarding the Chicken Permit which was on the agenda. Mayor Wood stated this was an item on the agenda and that Ms. Eidson could speak at that time.

Walter Cook, 604 E. Pearl, inquired as to why the health and environmental agencies had not been involved regarding the Turkey Vulture problem at the water tower.

Mr. Cook then reported he was under the impression after attending a Cass County meeting regarding the Hospital Interchange TDD agreement that the City would be responsible for costs to the County.

Brian Hasek, 1300 E. Pine, thanked the Police Department for their help in resolving an issue in his neighborhood.

Mr. Hasek then noted that he was there representing Jennifer Butler, who was present but was not comfortable speaking, regarding a past due electric bill and the administrative fee and additional deposit that she was required to pay so that her utilities would remain on.

There was discussion regarding a new policy which had been put in place increasing deposits for those that are on the shut-off list to off-set the amount if the City was left with an unpaid bill. Mayor Wood explained the process and that the administrative fee is to offset the costs of the time the staff has to spend on delinquent and unpaid bills. Mayor Wood also noted that the Board had reduced the administrative fee from \$100 to \$50 recently. Ms. Butler then spoke from the audience stating her concerns for others in the community that are hit with these additional costs and are unable to pay them when they are already having trouble paying the current bill. There was also discussion regarding placing the \$50 administrative fee on the next bill. There were questions on what was the City's cost. City Attorney Mauer stated the fee is distributed among everyone, the cost is for the entire process so it is applied equally to everyone.

This item was directed to go to the Finance Committee for further discussion.

Jack Cotton, 802 Eastwood, spoke to the Board regarding handicap parking and asked for a letter from City Attorney Mauer regarding who is allowed to park in a space designated as handicap van accessible.

Mr. Cotton then addressed Industrial Boulevard and that he had spoken with Laurence Smith and wanted to know if there was anything else that the City could do. Mr. Cotton wanted to know if the City could have a bulldozer level the road, or why can't the City grade the road and then chip and seal. Mr. Cotton was informed that this is not a dedicated street. Mr. Cotton was told the city would speak to Mr. Smith regarding the available options.

Mr. Cotton then talked about the Noise Ordinance and asked why this doesn't apply to motorcycles and diesel trucks. Mr. Cotton was informed that staff would need to be present to be able to do something.

5. Approval of Minutes

1. Board of Aldermen - Regular Meeting - Apr 15, 2013 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Mollenhour, Reece, Dickerson, Meyer, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull
EXCUSED:	Kevin Wood

6. Agenda Items

1. 5K Run—Stacy Cox Memorial

Chief Hofer reviewed the request and reported he has spoke with Parks & Recreation Director Deal and that he had no concerns with the event and that the Rotary would provide the Certificate of Insurance. Chief Hofer stated staff recommended approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Morris Coburn, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mollenhour, Reece, Dickerson, Meyer, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull
EXCUSED:	Kevin Wood

2. Request from Jim and Penny Rush (902 Outlook) to Keep 3 Chickens in Their Back Yard.

Mayor Wood noted that he and the Board were familiar with the request. Mrs. Rush, 902 Outlook, distributed pictures of where the chickens would be kept and reported that chickens would assist her in taking care of her garden with weed and pest control. She stated she could also have someone trim the chickens' feathers and that they have had a 6 foot privacy fence installed. Mrs. Rush said she hoped that the Board would at least allow her a few months to see what the chickens could do for her garden.

Mayor Wood stated this has been well visited and asked for those in the audience to stand that were opposed to the chickens in their neighborhood. There were four who stood.

Carrie Eidson, 1005 Mission Rd., spoke, stating that she and her husband have lived in the Twin Oaks neighborhood for three (3) years and commented that she thought Mrs. Rush had a beautiful yard. Ms. Eidson went on to report that they have had issues with the apartments across the street, that there is a foreclosed home next door to them, their license plates were recently stolen off their vehicles, and by allowing chickens in the neighborhood she felt that this would devalue the homes even more. Ms. Eidson said that chickens are not clean animals and asked the Board to vote no and to put some kind of ban on individuals having chickens in the City.

Darold Shelton, 900 Outlook, spoke next and stated he and his wife were neighbors of the Rush's and were downhill from their yard, which was a concern. Mr. Shelton also noted that he did not feel the City was the place for chickens, that they belonged on a farm, and if he wanted to live on a farm, then that's where they would've chosen to live.

Alderman Reece stated he was impressed with the information that Mrs. Rush had brought forth to the Board and stated he thought Mrs. Rush would do a great job with taking care of the chickens. Further, if the Board could count on others to care for the birds as they should, the decision would be easier. However, he didn't know if that was possible, and he didn't want to require Animal Control to monitor everyone.

This item was defeated with the following vote.

RESULT:	DEFEATED [0 TO 6]
MOVER:	Doug Meyer, Board Member
SECONDER:	Bill Mollenhour, Board Member
NAYS:	Mollenhour, Reece, Meyer, Milner, Coburn, Dahlman
ABSTAIN:	David Dickerson
ABSENT:	Ivan Stull
EXCUSED:	Kevin Wood

3. Tabled from the 3-18-2013 Meeting-An Ordinance Approving a Cooperative Agreement Between the City of Harrisonville, Missouri, and the Hospital Interchange Transportation Development District and Authorizing the Mayor to Execute the Agreement on Behalf of the City

City Attorney Mauer read Council Bill 024 for a second time. City Attorney Mauer noted the changes which had been made which were in sections 3.7, 3.10 and 3.11.

Alderman Dickerson voiced his concern of the length of the TDD which was 50 years and that he felt we shouldn't be taking care of this that long. There was also discussion regarding who was responsible for paying if there was a state audit and it was noted the responsibility would be the County's.

Alderman Coburn commented that after attending a County meeting he was under the impression the City would be responsible for costs incurred by the TDD if the funds were not available. It was noted that the only cost to the City was the small additional amount for the City's audit.

Alderman Reece asked if there was any real risk and City Attorney Mauer stated the risk was minimal, that there is the cost of staff's time and the additional cost to the City's audit.

It was noted staff was not in favor. Director Tholen noted there were unknown questions since the city was not involved with the formation of the TDD and that we have not had the opportunity to see the books so we do not know what revenue is coming in and what dollars are going out.

City Attorney Mauer also stated this version of the agreement has to go back to the County for their approval.

Council Bill 024 became Ordinance 3233 with the following vote:

RESULT: ADOPTED [5 TO 2]
AYES: Mollenhour, Reece, Meyer, Milner, Dahlman
NAYS: David Dickerson, Morris Coburn
ABSENT: Ivan Stull
EXCUSED: Kevin Wood

4. A Resolution to Amend the Residency Requirements for Employees of the City of Harrisonville as Set Forth in Section VII, Article D of the Harrisonville Personnel Policy Manual

City Attorney Mauer read Council Bill 028 by title only. City Administrator Moody reviewed this amendment to the policy which would allow those in the Police and Emergency Services to be exempt from a thirty (30) minute response time in the case of an emergency. Mr. Moody explained both of these departments have shifts so there is always someone on duty. Mr. Moody went on to say that the other department directors would designate who their first responders would be and those people would need to meet a thirty (30) minute response time.

Alderman Reece asked how this would help the Police Department and Emergency Services to which Mr. Moody stated it would help them in recruiting new employees and that the City has mutual aid agreements with neighboring jurisdictions.

Alderman Coburn asked Mr. Moody what the status was on the employee survey asking why they would or would not want to live in Harrisonville. Mr. Moody reported the survey is being developed.

Council Bill 028 became Resolution 018.

RESULT: ADOPTED [6 TO 1]
MOVER: Doug Meyer, Board Member
SECONDER: Stacey Dahlman, Board Member
AYES: Mollenhour, Reece, Dickerson, Meyer, Milner, Dahlman
NAYS: Morris Coburn
ABSENT: Ivan Stull
EXCUSED: Kevin Wood

5. A Resolution Amending Language in the Trekk Agreement and Authorizing the City Administrator to Execute Change Order #1 Mechanic Street Project-To Trekk in an Amount Not to Exceed \$43,106

City Attorney Mauer read Council Bill 029 by title only.

Director Gibbs reviewed the request for the amendment to the Trekk Agreement to meet MoDOT's specifications and explained the needed change order. Director Gibbs also reported the change order amount of \$43,016 would be reimbursed to the City 100% by MoDOT.

Council Bill 029 became Resolution 019.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Doug Meyer, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Mollenhour, Reece, Dickerson, Meyer, Milner, Dahlman
NAYS:	Morris Coburn
ABSENT:	Ivan Stull
EXCUSED:	Kevin Wood

7. Aldermen and Committee Reports

Alderman Coburn noted that the vultures at the water tower are getting more notoriety. Alderman Coburn also stated there are vultures at the courthouse clock tower and wondered if there was a problem with dead animals not being picked up as they should be, since that is what draws vultures.

Alderman Mollenhour reported he has been in contact with the Federal Wildlife officials regarding the City's vulture problem. Alderman Mollenhour stated he had learned vultures can detect odors up to 20 miles away and the water and the clock tower are prime areas for them to nest due to their height. Alderman Mollenhour also reported he has submitted paperwork to receive two (2) real effigies and once we receive them and put them in place, within the first twenty-four (24) hours there will be more vultures, but then they would disperse. This effort has been very successful in other places.

8. Report from the City Administrator

City Administrator Moody reported the City would not limit its approach to getting rid of the vultures, and we will continue to make efforts on getting rid of them. Mr. Moody expressed his appreciation to Alderman Mollenhour for his efforts in finding other possible methods. Mr. Moody noted this can become a health concern and if the City's efforts are not successful, there is a permit that can be obtained to take more extreme methods in getting rid of them.

9. Report from the Mayor

Mayor Wood extended an invitation to the Board of Aldermen and the public to attend a reception for long time Park Board member, Norm Geyer, as he had resigned his position on the Park Board. Mayor Wood noted this was to acknowledge Mr. Geyer, not just for his time on the Park Board, but for all he has done for the Harrisonville Community.

10. Questions from the Media

There were no questions.

11. Adjourn to Executive Session

1. Motion

The Board of Aldermen adjourned to Executive Session at 8:20 PM for the purpose of section 610.021 (1), legal actions.

The Board of Aldermen reconvened back to regular session at 8:34 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bret Reece, Board Member
SECONDER:	Doug Meyer, Board Member
AYES:	Mollenhour, Reece, Dickerson, Meyer, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull
EXCUSED:	Kevin Wood

12. Adjourn From Regular Session

The regular session adjourned at 8:35 PM

Item 13 on the agenda was an error in preparing the agenda. There was no discussion of this item.

13. Ordinances



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: May 15, 2013
SUBJECT: Commercial & State Route 291

Type of Item: *Presentation*

The Harrisonville Community Development office developed a plan to improve the traffic flow around 291 and Commercial. The Development Review Team was involved in the review process and, ultimately, the recommendation being made by City Staff was embraced by the TDD and MoDOT. Staff will be making a presentation regarding the plan and the opportunities that the City has in this area.

- 1. Discussion Item (ID # 1041)**
Commercial & State Route 291

City of
Harrisonville
STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: May 15, 2013
SUBJECT: Abatement of Health and Enviromental Violations 2013-2014

Type of Item: *Contract*

This item is for the award of the Abatement of Health & Environmental Notices at various locations in town.

Issue:

To provide a way for the City to address nuisance violations at various locations throughout the City of Harrisonville on an annual basis.

Background:

Section 220.020, Enumeration, declares and defines a wide variety of nuisances. Although the variety of nuisances declared is not deemed exclusive, it does not specifically address many of the items declared in the proposed ordinance amendment. Staff has identified many of the proposed nuisances over the years, and would generally include them in paragraph #5 which states, "all articles or things whatsoever caused, kept, maintained or permitted by any person to the injury, inconvenience, danger, detriment or annoyance of the public health, safety or welfare." While the "reasonable person" standard may be implied as to what is or what is not considered a danger, detriment or annoyance to the public, specifically identifying the proposed nuisances in the body of the ordinance will assist staff in promoting a cleaner and healthier community.

On May 02, 2013, the following 4 bids were received:

- Jedd Beasley \$30/hr (mowing)
- Excalibur Contracting \$33.50/hr (mowing)
- Resource Service Solutions \$55/hr (mowing)

- Jay Love's \$32.50/hr (mowing)

Jedd Beasley has done our Nuisance Abatement Program in the past; they did a good job with no major problems.

Recommendations:

Based on these bids, staff request the Board of Alderman approve a contract with Jedd Beasley for \$30/hr (mowing).

Council Bill No. 030**Resolution No.****A Resolution Authorizing the City Administrator to Execute an Agreement with
Jedd Beasley for the Purpose of Abatement of Health and Environmental Violations
2013-2014**

WHEREAS, The City of Harrisonville contracts annually during the summer for someone to address nuisance violations (i.e. mowing) at various locations, and

WHEREAS, a notice for bids was posted and bids were accepted to perform the work, and

WHEREAS, Jedd Beasley was the low bidder for this job, with a bid of \$30 per hour for mowing,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Jedd Beasley to provide mowing services for a fee of \$30 per hour.

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 20th day of May, 2013.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 20th day of May 2013

City of
Harrisonville
est. 1836
STAFF REPORT

TO: Board of Aldermen
FROM: Keith Thomas, Director
DATE: May 6, 2013
SUBJECT: 60' Tree Trimming Bucket

Type of Item: *Purchase*

Issue:

A new 60' articulating over-center hydraulic aerial lift device for the tree crew was approved in the 2013 budget to replace a 2000 Ford 750 Versalift, originally purchased from Drake-Scruggs. The existing 2000 Ford will be sold through Ebay for \$10,000 to \$20,000.

Background:

Specifications were sent to the following tree trimming boom manufacturers with the quoted prices as shown:

Drake-Scruggs Equipment Inc, Grandview, MO \$124,150.00

Altec, St. Joseph, MO \$130,532.00

Loaner trucks were provided from both suppliers to field test their units. The Tree Crew preferred the operation of the Drake-Scruggs unit over the Altec.

Options:

Both bids were under the approved 2013 budgeted amount of \$140,000.00. Our current tree trimming bucket is also a Drake-Scruggs with a Versalift boom.

Recommendation:

The approved 2013 budgeted amount for the vehicle is \$140,000.00. We recommend award of the bid to Drake-Scruggs for \$124,150.00.

Council Bill No. 031**Resolution No.****A Resolution Authorizing the City Administrator to Execute an Agreement with Drake-Scruggs Equipment for the Purpose of Purchasing a New 60' Tree Trimming Bucket Device in an Amount Not to Exceed \$124,150.**

WHEREAS, the City of Harrisonville has funds budgeted for a new tree trimming bucket device in the 2013 budget, and

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

WHEREAS, Drake-Scruggs Equipment of Grandview, Missouri was the low bidder with a price of \$124,150

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Drake-Scruggs Equipment to purchase a new 60' tree trimming bucket in an amount not to exceed \$124,150.

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 20th day of May, 2013.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of May, 2013



STAFF REPORT

TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: May 13, 2013
SUBJECT: Trap & Skeet Lease Agreement

Type of Item: *Agreement*

The Harrisonville Parks and Recreation Department operates the Trap and Skeet Shooting Range on Jefferson Parkway through a lease agreement, currently with Heartland Trap and Wobble Skeet, Inc. The owners of the Heartland Trap and Wobble Skeet organization have provided excellent services to the public, which has included expanded hours and substantial upgrades to the trap and skeet facility.

As established in the lease agreement, the lessee provides a monthly report to the Director of Parks and Recreation along with the monthly payment as established in the lease agreement. The rental fee is one hundred ten dollars (\$110) a month. This amount increases by 3% annually. In addition, there are provisions to review and revise this lease if deemed necessary by City staff. This lease may be terminated upon sixty (60) days notice following the provisions of the lease.

The current lease is up for renewal and because of the excellent services and personal investments provided by the current lessee (Heartland Trap and Wobble Skeet) the Park Board and Parks and Recreation Director recommend the lease be extended for a period of 10 years. Staff will answer any questions regarding this recommendation. Thank you.

Council Bill No. 032**Resolution No.****A Resolution Amending Lease Agreement of Trap and Skeet Range at North Lake**

WHEREAS, the City of Harrisonville operates the Trap and Skeet Shooting Range through a lease agreement with Heartland Trap and Wobble Skeet, Inc., and

WHEREAS, Heartland Trap and Wobble Skeet has provided excellent customer service throughout the lease period, and

WHEREAS, the lease is currently up for renewal,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to extend the lease of Heartland Trap and Wobble Skeet for operation of the Trap and Skeet Range at its current rental fee of \$110 per month, increasing 3% annually.

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 20th day of May, 2013.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of May 2013

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**“SECOND AMENDED” LEASE AGREEMENT OF
TRAP AND SKEET RANGE AT NORTH LAKE**

THIS LEASEHOLD AGREEMENT, hereinafter referred to as “Agreement”, made and entered into this 20TH day of May, 2013, by and between the **City of Harrisonville**, a municipal corporation of the state of Missouri, hereinafter referred to as the “City”, and **Heartland Trap and Wobble Skeet, Inc.** an organization existing under and by virtue of the laws of the State of Missouri, hereinafter referred to as the “Lessee”.

WITNESSETH:

WHEREAS, the City of Harrisonville owns and maintains a range known as “North Lake Shooting Range”, located in Cass County, Missouri, hereinafter called the “Range”; and

WHEREAS, the Lessee wishes to conduct, for its exclusive purpose, a trap and skeet business, including skeet shooting, trap shooting and directly related activities only; and

WHEREAS, the Lessee wishes to occupy grounds and buildings at the Range and the City agrees to lease the grounds and buildings to the Lessee as described in Exhibit A;

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree for themselves, their successors and assigns as follows:

**ARTICLE I
PREMISES AND FACILITIES**

SECTION 101. LEASED PREMISES. The Lessee shall be assigned the following premises and facilities on the Range in “Good Condition”, as described in Exhibit B, for the exclusive purpose of operating as a trap and skeet business to include skeet shooting, trap shooting and those directly related activities only.

The City grants to the Lessee the right and privilege of occupying for its use, the premises located at North Lake.

**ARTICLE II
TERMS OF AGREEMENT**

SECTION 201. TERMS. This Agreement shall be effective for a period of ten (10) year(s) (the “Initial Term”). The City has the right to enforce the rent increase as described in Section 301(A) hereof, and such intent to renew shall occur no later than 60 days prior to the expiration of the initial period (the “Extension Term”).

SECTION 202. SURRENDER OF POSSESSION. The Lessee covenants and agrees that at the expiration date of the term of this Agreement or at the earlier termination thereof, it will peaceably surrender possession of the Leased Premises and any improvements thereon

Excluding Lessee's equipment, in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Leased Premises with or without due process of law. All Lessee-installed improvements, excluding equipment such as new clay throwing traps not purchased by City, and repair become property of the City of Harrisonville. The Lessee will remove all personal property and equipment by the last day of the term. Any personal property not removed by the last day of the Agreement will be deemed abandoned and shall become the property of the City unless otherwise agreed upon in writing between the parties.

SECTION 203. EARLY TERMINATION. This Agreement may be terminated by the City if the Lessee fails to pay its lease payments when due or if Lessee fails to perform any other obligation required of it by this Agreement, or if the Lessee conduct is contrary to the provisions of this Agreement. A sixty (60) day notice will be given to the lessee in this instance. In addition, the City may terminate this lease if it is determined that another use for this city owned property is in the best interest of the City. A sixty (60) day notice will be given to the lessee in this instance. The City will send the Lessee a letter stating the reason for early termination. If the default is not corrected or action taken within thirty (30) days of the date of the termination letter, with a reasonable time to cure, the City may re-enter and take possession of the demised premises without process of law and this Agreement will terminate. If the Lessee decides to terminate the agreement early, a sixty (60) day written notice will be given to the Director of Parks and Recreation.

ARTICLE III FINANCIAL CONSIDERATION

SECTION 301. RENTS, FEES AND CHARGES. In consideration of the rights and privileges granted herein to the Lessee by the City, the Lessee shall pay to the City as compensation therefore, during each year of the Agreement,

- A. Payments. The Lessee hereby agrees to pay the City of Harrisonville rent in the following amounts:
 - a. During the Initial Term, rent shall be due in the amount of \$ 110.00 per month on the last business day of each month.
 - b. During the Initial Term, rent shall be adjusted (increased) annually by 3% per year on the approved date of this lease agreement and payments made on the last business day of each month.
- B. Remittance of Payments. All remittances shall be made payable to the "City of Harrisonville", P.O. Box 367, Harrisonville, MO 64701.
- C. Interest, Penalties and Late Charges. All unpaid rent and fee payments due the City hereunder shall bear a service charge of one and one-half percent (1-1/2 %) per annum if same is not paid and received by the City on or before the anniversary date of this contract. Lessee agrees that it shall pay and discharge all costs and expenses including

attorneys fees incurred or expended by the City in collection of said delinquent amounts due, including service charges.

- D. Utility Payments. The Lessee agrees that all utility services required by it during the term hereof for the Lessee's Premises and Facilities must be obtained and paid for by the Lessee.
- E. Right to Audit. The City reserves the right to audit the records of the Lessee (as described in Exhibit C), relating to the Lessee's use of the demised premises and facilities or the performance of the Lessee's obligations, duties and responsibilities under the terms and conditions of this Agreement. The Lessee agrees to submit an approved audit sheet monthly.

SECTION 302. ADDITIONAL RENTS, FEES AND CHARGES. Lessee agrees to pay as rent, in addition to the annual lease payment, any and all sums which may become due by reason of failure of Lessee to comply with all of the covenants of this Agreement and any and all damages, costs and failure on its part to comply with the covenants of this Agreement, and each of them and also any and all damages to the Leased Premises caused by any act or neglect of Lessee. The Lessee shall further pay additional rents, fees and charges under the following conditions:

- A. If the City has paid any sum or sums or has incurred any obligation or expense which the Lessee has agreed to pay or reimburse the City for; or
- B. If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of the Lessee to perform or fulfill any of the conditions of this Agreement.

Such payments shall include all interest, costs, damages, and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies, as if it were originally a part of the lease as set forth herein.

For all purposes of this section and in any suit, action or proceeding of any kind between the parties hereto involving the payment of any sum or sums by the City or for any work done or material furnished, prima face evidence against the Lessee that in the amount considered necessary and reasonable.

SECTION 303. PROMPT PAYMENT. Lessee covenants and agrees to pay promptly all lawful general taxes excluding property taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation of the Range, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Range, and further

covenants and agrees not to permit any of said taxes, assessments, excises, fees or charges to become delinquent.

SECTION 304. NET AGREEMENT. This Agreement in every sense shall be without cost to the City. The City agrees in every sense to perform proper maintenance and keep in good working condition, as determined by the City in its reasonable discretion, all facilities that are deemed City property, but only to the extent City has received approval of the necessary appropriations by the Board of Aldermen of the City. This shall include, but not limited to, furnace, air conditioning, plumbing, septic, roads, driveway, paved surfaces and equipment that will not be retained by Lessee at the termination of this agreement.

ARTICLE IV CONDITION AND USE OF LEASED PREMISES

SECTION 401. CONDITION OF PREMISES. Lessee and representative from Harrisonville Parks and Recreation will perform a walkthrough of the premises to ensure the range and associated facilities are in Good Condition as outlined in Exhibit b.

Lessee shall not make any additional connection onto any electrical or water service other than those services already provided by City without the advance written approval of the City. Lessee shall not make any alterations, additions or improvements or engage in any construction of the premises without the prior written consent of the City. Lessee further agrees that any alterations, additions, and improvements made to the premises, during the term thereof, with City consent, shall not be removed and shall remain on said premises, upon the expiration of the term thereof, with the exception of Lessee equipment which the Lessee will retain. Lessee shall be responsible for securing all applicable permits required for the organization, including skeet shooting, trap shooting and directly related activities only, on the Leased Premises, and Lessee shall furnish to City, copies of all such permits.

SECTION 402. USE OF LEASED PREMISES. Lessee shall use the demised premises and the building and existing improvements located thereon for the exclusive purpose of conducting a gun club, including skeet shooting, trap shooting, and directly related activities only. Lessee is responsible to obtain any required state, county, or city permits.

SECTION 403. UNACCEPTABLE USE OF LEASED PREMISES. The Lessee shall not use the Leased Premises or permit them to be used in any manner that results in waste of the premises or constitutes a nuisance. Lessee shall not use the Leased Premises or permit them to be used for any illegal purpose. Lessee at its own expense (not to exceed \$1000 per year, (the "Compliance Cap"), will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, rules or regulations or any other requirement of any duly constituted public authority having jurisdiction over the Leased Premises or the use of the premises, including, without limitation, the Americans With Disabilities Act ("Compliance Requirements"). If the

costs and expenses necessary in order meet the Compliance Requirements are in excess of the Compliance Cap, then Lessee may cancel this Agreement by providing thirty (30) days prior written notice to City, together with copies of estimates of the work necessary to meet the Compliance Requirements. City shall not be obligated to make any repairs or changes to the Leased Premises in order to make the Leased Premises comply with the Compliance Requirements.

The Lessee further agrees that it will permit no major repair or maintenance of vehicles or other machinery to be performed on the Leased Premises. The Lessee further agrees that the parking of automobiles will be restricted to the approved areas only, on the Leased Premises.

SECTION 404. RULES AND REGULATIONS. The Lessee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, county, city, local and other governmental authorities, now or hereafter applicable to the Leased Premises or to any adjoining public ways, as to the manner of use or the condition of the Leased Premises and Lessee's Improvements thereon or of adjoining public ways.

Lessee agrees to the following:

- A. Lessee agrees to be open to the public a minimum of five-hundred (500) hours per year.
- B. Lessee agrees to be open a minimum of one weekday and one weekend day per week for public access, and, up to 7 days a week within City noise ordinance hours at the discretion of Lessee and weather permitting.
- C. Lessee reserves the right to designate a minimum of two (3) days per week for group rentals and private events.
- D. Lessee agrees that a public access schedule will be posted on the bulletin board at the Premises.
- E. Lessee agrees to maintain a telephone with a message recorded stating hours of operation and fees.
- F. Lessee agrees to post and maintain "shooting area" signs around the facility boundaries.
- G. Obscene materials will not be permitted on the grounds.

SECTION 405. SIGNAGE. The Lessee agrees that no signs, advertising displays, or exterior decorations shall be painted on or erected in any manner upon the Leased Premises without the prior written approval of the City and receipt of a sign permit, if required, and that such items shall conform to the reasonable standards established by the

City and all applicable ordinances as adopted by the City with respect to wording, type, size, design, color and location. The Lessee shall be allowed to display sponsor signage that is in conformance with the City's sign ordinances which are in effect at the time Lessee applies for the respective sign permit, subject to prior written approval of the City.

ARTICLE V MAINTENANCE OF LEASED PREMISES

SECTION 501. REPAIRS AND MAINTENANCE. The cost of maintenance and repair of the Leased Premises and Lessee's Improvements thereon shall be borne by the Lessee. If, during the term hereof, it shall become necessary to perform maintenance on any part of Leased premises affecting roads, streets or areas affecting other tenants, or the public, Lessee shall first obtain the written consent of City and shall, without cost or expense to City, restore the affected area to the satisfaction of City. During the occupancy of the Leased Premises, the Lessee covenants and agrees without cost or expense to the City during the term hereof:

- A. Good Condition. To keep all improvements in good and safe order and condition, normal wear and tear excepted.
- B. Housekeeping of Premises. To provide for complete, proper and adequate sanitary handling and disposal, away from the Range, of all trash, garbage, and other refuse caused as a result of the Lessee's operation; to provide and use suitable, covered receptacles, for all garbage, trash, and other refuse on or about the Leased Premises; and not to pile boxes, cartons, crates, drums or the like on the outside of any building, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises. Lessee shall contract all rubbish and waste material and maintain shrubbery and landscaping, mow all grass and weeds and maintain a lawn. Lessee shall further ensure the cleaning and maintenance of all leased areas in a neat and orderly fashion as prescribed by the City.

Lessee shall further keep the Leased Premises clean and free from all ashes, dirt and other refuse matter, replace all glass windows and doors; keep all waste and drain pipes open; repair all damage to plumbing and to the Leased Premises in general; keep the same in good order and repair or as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted.

Prior to the beginning of the initial lease period the City shall make all repairs, but only to the extent City has received approval of the necessary appropriations by the Board of Aldermen of City, that may be needed to the mechanical, HVAC, electrical, exterior lights, driveway/road, parking lot, paved surfaces, clay throwing machines, and plumbing systems in servicing the Leased Premises. In the event that any repair is required by reason of the negligence or abuse of Lessee or its employees, agents, invitees or any other person using the Leased Premises with Lessee's consent, express or implied, the Lessee

shall make the repairs, or City may make such repair and add the cost thereof to the first installment of rent which will thereafter become due, unless City shall have actually recovered or has the right to recover such costs through insurance proceeds.

- C. Maintenance of Equipment. Lessee will be responsible for reasonable repair and maintenance of all trap and skeet machines and associated equipment.
- D. Drainage Facilities. To establish a system of periodic inspection, cleaning, and maintenance to keep watercourses, catch basins and other drainage structures functioning at full design capacity. City assistance will be provided on needed improvements, if budget finances are available. The Lessee shall see that special care is taken to pile removed snow in a location that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Leased Premises.
- E. Environmental Responsibilities. The Lessee shall not use, generate, store, treat, dispose of or otherwise introduce into, or on or about the Leased Premises or the Building(s) any Hazardous Substances other than those ordinarily and customarily used or generated in the normal course of skeet and trap shooting, as hereinafter defined, nor shall the Lessee cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous water, hazardous substance, pollutant, contaminant or solid waste and defined in any local, county, federal or state ordinances, and any other applicable laws and in the rules and regulations repulsions thereunder, as may be amended, supplemented or superseded from time to time, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. Upon request, the Lessee shall cooperate with the City in furnishing to a governmental authority any information, at no cost to the Lessee, which may be required regarding environmental matters. The provisions of this paragraph regarding environmental matters shall survive the expiration or sooner termination of this Lease.
- F. Lead shot. Lessee will not be held liable for introduction of lead shot into the range area which occurred prior to the term of this Agreement. Lessee shall be held liable for introduction of lead shot into the range area which occurs during the term of this Agreement. Lessee has requested that City indemnify Lessee for items contained in this Subsection F. City makes no representation regarding the validity of an indemnification made by a municipality and disagrees that such an indemnification by the City is valid under the laws of the State of Missouri, but to the extent allowed by law, the City shall indemnify Lessee and its owners, officers, and agents, against all such claims, liabilities, suits, threats, or cause of action arising from any environmental clean-up, damage, or other similar liability of any kind which arises due to the condition of the Leased Premises which exists prior to the date of the Agreement and indemnification shall survive expiration and/or termination of the Agreement.

- G. Other material. Lessee will not be held liable for introduction of any normal material associated with range operations into the range area which occurred prior to the term of this Agreement. Lessee shall be held liable for introduction of any normal material associated with range operations into the range area which occurs during the term of this Agreement. Lessee has requested that City indemnify Lessee for items contained in this Subsection G. City makes no representation regarding the validity of an indemnification made by a municipality and disagrees that such an indemnification by the City is valid under the laws of the State of Missouri, but to the extent allowed by law, the City shall indemnify Lessee and its owners, officers, and agents, against all such claims, liabilities, suits, threats, or cause of action arising from any environmental clean-up, damage, or other similar liability of any kind which arises due to the condition of the Leased Premises which exists prior to the date of the Agreement and indemnification shall survive expiration and/or termination of the agreement.

SECTION 502. UTILITIES. All heat, air conditioning, electricity, water, septic, telephone and other utility charges assessed or imposed upon the Leased Premises shall be the sole responsibility of the Lessee who shall arrange at its sole expense the hook up and provision of same. Lessee shall also be responsible to maintain the entire premises and keep the same in good order, condition and repair, and upon termination of this Agreement will deliver up the said premises to the City in good order, condition and repair, reasonable wear and tear excepted.

The City reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled when necessary, by reason or accident or emergency or for repairs, alterations or improvements that City, including, without limitation, mechanical failure and governmental restrictions. The work of such repairs, alterations or improvements shall be made with reasonable diligence. City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility services to Lessee or for any limitation of supply resulting from governmental orders or directives. Lessee shall claim no diminution or abatement of rent, nor damages, by reason of such interruption, curtailment or suspension, nor shall this lease or any of Lessee's obligations be reduced or affected.

SECTION 503. INGRESS AND EGRESS BY THE CITY. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right at such times as may be reasonable under the circumstances and with as little interruption of the Lessee's operations as is during the term hereof for the purposes of examination, inspection, maintenance or repair of the premises as follows:

- A. Examination and Inspection. To examine and inspect such premises to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement.
- B. Maintenance and Repair. To perform maintenance and make repairs in any case where the Lessee is obligated, but has failed to do so, after the City has given the Lessee

reasonable notice to do so, in which event the Lessee shall reimburse the City for the reasonable cost thereof promptly upon demand.

ARTICLE VI IMPROVEMENTS TO LEASED PREMISES

SECTION 601. IMPROVEMENTS, ALTERATIONS OR ADDITIONS. Lessee shall have the following rights in regard to making and maintaining leasehold improvements:

The right, at Lessee's sole expense, to erect upon the Leased Premises, such fixtures, additions and improvements, including equipment such as new clay throwing traps not purchased by City, as may be required in connection with the operation of Lessee's use hereunder, as Lessee may deem necessary or desirable, provided, however, that no such fixtures, equipment, additions or improvements shall be made or installed by Lessee without prior written consent of City, and Lessee covenants and agrees prior to the installation or making of such fixtures, additions and improvements, to submit the general plan, location, design and character thereof to City for approval, which approval by City shall not be unreasonably withheld.

All maintenance projects that will require city funding or assistance will require a written cost estimate including labor and materials, to be provided to the Parks and Recreation Director.

All alterations, additions or improvements made by Lessee shall become the property of the City at the termination of this Lease. If City shall consent to any such proposed alterations, improvements or additions, then Lessee shall make the proposed alteration, improvements or additions, at Lessee's sole cost and expense, provided that:

1. Lessee supplies any necessary permits and certificates of insurance therefore;
2. Lessee shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialmen's lien upon the Leased Premises;
3. The occupants of any adjoining real estate disturbed by reason thereof;
4. Lessee provides City with evidence that each contractor has
 - a. adequate workmen's compensation insurance, and
 - b. limits of at least One Million Dollars (1,000,000.00), single limit, for injury to any one person or injuries in any one occurrence, and property damage of One Million Dollars (1,000,000.00).

SECTION 602. PLANS AND SPECIFICATIONS. The Lessee shall develop detailed drawings, plans and specifications for all improvements proposed on the Leased Premises. Final plans and specifications for the construction of the improvements shall be subject to the written approval of the City, prior to commencement of construction of said improvements.

SECTION 603. LANDSCAPING AND SCREENING. The Lessee may provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the Leased Premises as a part of the construction. All proposed landscaping plans and screening designs shall be submitted to the City for review.

SECTION 604. CONTRACTOR'S LIABILITY INSURANCE. In any construction contract pertaining to improving, altering, or making additions to the Leased Premises, the Lessee shall require the contractor to cause the City and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City and their respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than One Million Dollars (\$1,000,000.00) as to any one person and One Million Dollars (\$1,000,000.00) as to any one occurrence, and with property damage limits of not less than One Million Dollars (\$1,000,000.00) as to any one occurrence. Said insurance shall be in a form agreeable to the City.

SECTION 605. CERTIFICATES OF COMPLETION. Upon the completion of the improvements to the Leased Premises, the Lessee shall submit to the City, a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit, which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by the Lessee.

The Lessee shall deliver to the City, duplicate copies of "as constructed" plans and specifications of its fixed improvements to the Leased Premises within thirty (30) days after the date on which the Lessee has certified completion thereof. The Lessee shall at the same time submit to the City an itemized statement prepared and certified by the architect and engineer for the design and construction of the improvements and certified by an officer of the Lessee, showing the actual cost of such improvements, and shall, if so requested by the City, produce copies of all invoices and other records in connection therewith. Said itemized statement shall, unless disputed in writing by the City within sixty (60) days next following receipt thereof from the Lessee, constitute prima facie evidence of the costs shown therein.

SECTION 606. TITLE TO LEASED PREMISES AND IMPROVEMENTS. Title to the Leased Premises and the improvements thereon shall at all times remain in the City. At the termination of this Agreement, title to the Lessee's leasehold improvements, excepting personal fixtures and any equipment such as new clay throwing traps not purchased by City, shall vest in the City, free and clear of all liens and encumbrances.

SECTION 607. MECHANIC'S AND MATERIALMEN'S LIENS. The Lessee agrees not to permit any mechanic's or materialmen's or any other lien to be foreclosed upon the Leased Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or laborer or material supplier or for any other reason.

SECTION 608. CONSTRUCTION PLANS. Lessee must supply the City with detailed plans of any construction project planned for the range. Said plans must be approved by the City in writing.

SECTION 609. PROOF OF PAYMENT. Upon commencement of work to the range, proof of payment of all invoices must be provided to the City within sixty days of receipt of invoices by Lessee.

SECTION 610. PERFORMANCE AND PAYMENT BONDS. In order to guarantee the completion of all improvements to the Leased Premises undertaken by the Lessee and the payment of all laborers and material suppliers, the Lessee shall ensure that a Performance and Payment Bond or Cash Bond is furnished to the City for work in excess of \$1,000.00 for the full amount of any contract for such work.

SECTION 611. LESSEE'S PROPERTY. Any fixtures, equipment, such as new clay throwing traps not purchased by City, and other property brought, installed or placed by the Lessee in, on or about the Leased Premises shall be and remain the property of the Lessee, except as otherwise provided herein; and the Lessee shall have the right at any time during the term hereof, when not in default hereunder, to remove any or all of its property, subject to the Lessee's obligation to repair all damage, if any, resulting from such removal.

SECTION 612. DISPOSITION OF THE LESSEE'S PROPERTY. All such fixtures, equipment and other property of the Lessee shall be removed by the Lessee from the Leased Premises by the expiration or earlier termination hereof; provided that the Lessee may leave such fixtures and equipment on the Leased Premises for a period of time after the expiration or earlier termination, if the parties mutually agree.

ARTICLE VII INSURANCE AND INDEMNIFICATION

SECTION 701. LIABILITY INSURANCE. Lessee, at its expense, at all times during the term hereof, shall cause the City and Lessee to be insured on an occurrence basis, under policies no more restrictive than the standard form of comprehensive liability policy, against the claims of any and all persons for personal bodily injury, including wrongful death, and property damage occurring on the Leased Premises and Facilities, or the Range incidental to the operations of the Lessee hereunder in a sum not less than One Million Dollars (\$1,000,000.00) Combined Single Limit Comprehensive General Liability comprised of such primary and excess policies of insurance as the Lessee finds most feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to third party for personal injury, death and property damage, the City shall be included as named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction and injury caused by, or resulting from work, acts, operations or omissions of Lessee, its officers, agents, employees and independent contractors on the Range. The City of Harrisonville shall have no liability for any premiums charged for such coverage, and the inclusion of the City as a named insured is not intended to, and shall not make the City a partner or joint venturer with Lessee in its operation on the Range.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall

provide that the policy may not be materially changed, altered or cancelled by the insurer during its term without first giving ten (10) days advance written notice to the City.

Lessee and the City understand and agree that the minimum limits of the insurance herein required may become inadequate, and Lessee agrees that it will increase such minimum limits upon receipt of notice in writing from the City. Such notices to change shall, in general, be issued with no more frequency than every second year of the term hereof; however, the City may, at any time, direct an increase in the minimum limits of the insurance requirements at any time during the term hereof.

SECTION 702. PROPERTY INSURANCE. City shall maintain throughout the term of the Agreement, property insurance to the buildings and other improvements on the premises, including all subsequent alterations, rebuilding, replacements, changes and additions thereto, by reason of fire, wind, smoke, vandalism, malicious mischief, riot, civil commotion and all other hazards and risks included within so-called extended coverage endorsements. The insurance shall be issued in an aggregate amount, which shall not be less than full replacement value, exclusive of paved surfaces, excavations, basements and foundations, of the leased premises. Lessee shall retain property insurance for Lessee's property (building content) and liability insurance. Lessee's insurance policy shall be in such form and content as is reasonably acceptable to the City. The original of each policy or policies, together with copies of receipts evidencing advance payment of the premiums shall be delivered by the Lessee to the City.

SECTION 703. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage required of Lessee in this Article, shall be delivered to the City Clerk in form and content satisfactory to the City prior to commencement of this Agreement.

At least ten (10) days prior to the expiration of any such policy, Lessee shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced, Lessee shall within five (5) days after the date of such written notice from the insurer of such cancellation or reduction on coverage, file with the City Clerk, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

SECTION 704. CONDITIONS OF DEFAULT. If at any time Lessee shall fail to maintain the insurance as required herein, this will be considered a material breach of contract and Lessee will be required to surrender the premise immediately.

SECTION 705. SUBROGATION. City and Lessee hereby mutually waive all right of subrogation against each other from any loss to the premise, the buildings or the facilities thereon or property therein or affixed thereto from perils which can be insured against under the standard form of fire insurance contract with extended coverage endorsement generally available in the State of Missouri at the time, whether or not the party incurring the loss has actually obtained such insurance, unless this clause would result in a loss of Lessee's or City's insurance coverage in which case, this clause shall be of no force and effect. However, the provisions of the insurance stipulations contained in the paragraph above shall always be in effect with regard to any subrogation claim(s).

ARTICLE VIII EQUAL EMPLOYMENT/AFFIRMATIVE ACTION/NON-DISCRIMINATION

SECTION 801. EQUAL EMPLOYMENT OPPORTUNITY. The City of Harrisonville and Lessee will not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or group of persons in any manner.

SECTION 802. NON-DISCRIMINATION. Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person, on the grounds of race, color, sex or national origin, shall be excluded from participation or denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, (2) in the construction of any improvements on, over or under the premises and the furnishing of services thereon, no person shall, on the grounds of race, color, sex or national origin, be excluded from participation therein, denied the benefits thereof or be otherwise subjected to discrimination, (3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Lessee further agrees to furnish all services required by this Agreement on a fair, equal and not unjustly discriminatory basis to all users thereof.

The parties hereto understand and agree that the City may, from time to time, be required by the United States Government or its agencies to adopt additional or amended provisions, including discrimination provisions, concerning the use and operation of the Range and Lessee agrees that it does adopt such requirements as a part of this Agreement.

In the event of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and the facilities thereon, and to hold the same as if said Agreement had never been issued.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Subletting will not be permitted without written approval by City.

ARTICLE X TERMINATION OF AGREEMENT

SECTION 1001. CITY'S RIGHT TO TERMINATE. The City, acting by and through its Chairman, may declare this Agreement terminated in its entirety, in the manner provided in hereon, upon the happening of any one or more of the following events and may exercise all

rights of entry and re-entry, with or without process of law, upon the Leased Premises leased hereby:

- A. Nonpayment. If Lessee fails to pay any installment of rent, additional rents, or any other sum due under this Agreement and the failure continues for a period of thirty (30) days from the billing or due date relative to such payment.
- B. Default. If Lessee fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not attempt to cure the failure within fifteen (15) days after written notice of the failure to Lessee.
- C. Bankruptcy. If Lessee makes an assignment for the benefit of creditors or if Lessee files an answer admitting the material allegations of a petition filed against any said assignee or sublessees in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating the Lessee as bankrupt or insolvent, or approving a petition seeking a reorganization of Agreement, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.
- D. Abandonment. If Lessee deserts or vacates any substantial portion of the Leased Premises for a period of fifteen (15) or more days or removes or manifests an intention to remove any substantial portion of Lessee's goods or property therefrom, other than in the ordinary and usual course of Lessee's business, unless Lessee obtains prior approval from the City.

On the date set forth in the notice of termination the term of this Agreement and all right, title and interest of the Lessee shall expire, except as otherwise provided herein. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of rentals by the City from the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the part of the City to terminate this Agreement for failure by the Lessee to so perform, keep or observe any of said terms, covenants or conditions.

SECTION 1002. LESSEE'S RIGHT TO TERMINATE. Lessee, at its option, may declare this Agreement terminated in its entirety, for the following cause:

- A. Default. If the City shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City.

SECTION 1003. WAIVER OF DEFAULT. No waiver by either party of any default or violation or breach of any of the terms, provisions or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms,

provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default. City's acceptance of rent following an event of default under this Lease shall not be construed as City's waiver of default.

SECTION 1004. SURRENDER OF PREMISES. Nothing done by City or its agents during the Lease term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless in writing and subscribed by City.

ARTICLE XI RESERVATIONS

SECTION 1101. RESERVATIONS. The grant of the Lease hereunder is subject to the following reservations and conditions.

- A. The City reserves exclusive rights to all gas, oil and minerals in and under the soil provided that exploitation of such gas, oil or minerals by the City shall not unreasonably or materially interfere with the Lessee's use of the Leased Premises, and provided further that such reservation of rights shall not result in cost or expense to the Lessee.
- B. The City reserves the right to grant utility rights-of-way to itself and others over, under, through, across or on the Leased Premises provided that such use will not unreasonably or materially interfere with the Lessee's use of the Leased Premises, and provided further, that such reservation or grant of rights shall not result in cost or expenses to the Lessee.

SECTION 1102. ACCESS. Subject to Article V hereof, the Lessee has the right of free access, ingress to and egress from the Leased Premises, for the Lessee's employees, agents, guests, patrons and invitees.

ARTICLE XII ADDITIONAL PROVISIONS

SECTION 1201. QUIET ENJOYMENT. Subject to the provisions hereof, the City covenants that on performing its covenants and other obligations hereunder, Lessee shall have quiet and peaceable possession of the Leased Premises and Facilities.

SECTION 1202. NO PERSONAL LIABILITY. No council member, director, Park Board Member, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

SECTION 1203. GOVERNING LAW. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri.

SECTION 1204. AMENDMENTS. This Agreement may be amended from time to time by written, duly authorized and executed by representatives of all of the parties hereto.

SECTION 1205. INVALID PROVISIONS. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

SECTION 1206. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

SECTION 1207. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. No verbal statement, representation or agreement made by any one or more City or its Councils representatives, its officers, employees, servants, agents or any other representatives of City before or after the execution hereof shall be binding upon City. All improvements must be approved by the Parks and Recreation Director under the authority of the Park Board.

SECTION 1208. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

SECTION 1209. TITLE TO SITE. The Leased Premises and Facilities from the date hereof until the termination of this Agreement shall be owned in fee simple by the City or in such lesser estate as in the opinion of the City Attorney is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

SECTION 1210. NOTICES. Except as herein otherwise expressly provided, all notices required to be given to the City of Harrisonville hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to: City of Harrisonville, P.O. Box 367, Harrisonville, MO 64701.

All notices, demands and requests by the City of Harrisonville to Lessee shall be sent by certified mail, return receipt requested, addressed to: Director of Parks and Recreation, City of Harrisonville, P.O. Box 367, Harrisonville, MO 64701.

The parties, or either of them, may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Lessee or to the City.

SECTION 1211. SEVERABILITY. In the event any provision of this Agreement be determined to be unenforceable, such provision shall be considered separate and severable from the remaining provision of this Agreement which shall remain in force and be binding as though such unenforceable provision had not been included.

SECTION 1212. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations of statement heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Exhibit A.

Definition of the grounds included in the lease. This section identifies the grounds referenced as part of this lease agreement.



Exhibit B.

Condition of the range prior to Lessee taking over operations. The City of Harrisonville Parks and Recreation Department will turn over operation of the range in “Good Condition” as describe in Section 501 of this contract. City shall warranty mechanical systems for 90 days from execution of this agreement.

1. All Skeet machines (2) and all Trap machines (2) are operational and in Good Condition. Each range has operational electronic skeet and trap releases (triggers).
2. All plumbing including septic system and rest room fixtures are in Good Condition
3. All exterior lights for parking lot, club house, and ranges are operational and in Good Condition.
4. All HVAC systems are operational and in Good Condition.
5. Existing water run off meets the conditions of this agreement.
6. All paved areas are in good condition and are safe for use by public
7. All structures are in Good Condition and are safe for use by public and roof systems free from leaks.
8. Parking lots, roads, and driveways have are in Good Condition and not in need of any repair or resurfacing.
9. Trash hauled off grounds.

All equipment and materials present at the range when this contract is executed will be available for operation and maintenance of the range at no cost to the Lessee. This includes any parts for machines, lumber, hardware, lights, targets, TV’s etc..

Exhibit C.

Right to Audit process under this agreement shall include the following processes for review, notice of noncompliance, dispute, and correction.

The Lessee agrees to provide the Director of Parks and Recreation a monthly report within 10 business days of the last calendar of each month. This report will provide a monthly account for number of rounds (combined Trap & Skeet) by customer category. Below is a sample report that meets the minimum requirements for this report under this agreement.

2013 YTD Summary Report							
		Rounds					Total
		Adults		Youth		School	
Date	Customers	Card	Regular	Card	Regular	Team	
Apr-2013	4	25	3	8	1	11	48
May-2013	4	20	3	3	0	3	29
Total	4	45	6	11	1	14	77

Any dispute by the City regarding the audit reporting should be made in writing to the Lessee. The Lessee will be give 30 days from receipt of the notice to respond.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

Approved as to form and legality.

CITY OF HARRISONVILLE

Heartland Trap and Wobble Skeet, Inc.

City Administrator

Steve Sherrer, President

City Clerk

ATTEST: (SEAL)

Attachment: Trap & Skeet Lease Agreement - 2013 (1035 : Trap & Skeet Lease Agreement)



TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: May 13, 2013
SUBJECT: Fire Works Bid - 2013

Type of Item: *Amendment*

As the Board of Aldermen will recall, the Independence Day celebration at City Park includes a fireworks display. Staff solicited bids for this event display which included specific detail of the entire program outline. The program outline (display) is similar to those provided in the past. In addition to the fireworks display, staff is planning other special activities that day, such as jump houses, face painting, music, concessions and more. Staff is currently seeking contributions to cover the cost of the event activities that are in addition to the fireworks.

From the bid request for the fireworks display, staff received one bid from Wald & Company Incorporated for eleven thousand dollars. Since Wald meets all of the bid requests and this is within the budgeted amount for the fireworks display, staff recommends Board of Aldermen approval of the bid provided by Wald & Company Incorporated for eleven thousand dollars. The Park Board unanimously approved this special event expense.

Council Bill No. 033

Resolution No.

A Resolution Authorizing the City Administrator to Execute an Agreement with Wald Company to Provide a Fireworks Display on July 4, 2013 at a Cost Not to Exceed \$11,000

WHEREAS, the City of Harrisonville holds an annual celebration on July 4 in City Park which includes a fireworks display, and

WHEREAS, a notice was posted and bids were received for the fireworks display, and

WHEREAS, Wald & Company, Incorporated was the low bidder with a price of \$11,000,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Wald & Company to provide a fireworks display in City Park on July 4, 2013 in an amount not to exceed \$11,000.

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 20th day of May 2013.

Officio

Kevin W. Wood, Mayor and Ex-

Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of May 2013



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: April 10, 2013
SUBJECT: Sanitary Sewer CCTV Inspection Services

Type of Item: *Contract*

Background

The City of Harrisonville has a sanitary sewer network of approximately 60 miles of sewer pipes of various sizes, six pump stations, and approximately 1385 manholes or access points throughout the 10 square miles of the current City service area. Proposals were accepted from qualified Sanitary Sewer Inspection companies to provide inspection services to defined areas within the existing city limits.

It was anticipated that the contract would begin on or around August 1, 2013 and will extend for two (2) budget years based upon the performance of the selected contractor at the proposed price. The contract could be renewed annually for an additional three (3) years if the work and pricing remained satisfactory. It was estimated the City would clean and inspect approximately 12 miles per year of varying sizes of sanitary sewer lines in areas directed by the Director of Public Works or his/her designee. The pipelines are primarily 8 inches in diameter but may vary up to 15 inches at some locations. Sewer lines are generally located in public rights-of-way and easements.

A prebid meeting was held on 4-16 and proposals were received on 4-23. The proposal also included an alternate to GPS each manhole and integrate all data into our GIS system. The GIS would be enabled to display a map with deficiencies color coded. A pilot project was considered to show a CCTV contractor's capabilities and integration of electronic data into our GIS for us to try.

Four bids were received for the two year contract. RedZone, a robotics CCTV contractor was the lowest at \$119,116.80 or \$59,588.40 per year. The next lowest bid was \$164,400 or \$82,200 year. A bid tabulation is attached. RedZone proposed an alternate called the YES Program to inspection 100% of our system in one year and take 3 years to pay for an additional savings of approximately \$20,000. The advantage of this approach is the cleaning and staff time could be directed to problem areas.

Staffs initial concerns was the robotic camera would not be able to navigate the sewer

pipe without cleaning. RedZone proposed another alternative to satisfy staff's concerns. If the city would contract for the YES Program at the successful conclusion, RedZone would perform their initial inspection after the city had cleaned 12 miles of sewer line and would inspect an additional 8 miles of uncleaned sewer line to demonstrate their ability.

Staff had anticipated the 5 year program to inspect the sewer system would cost \$104,000 annually. Staff is recommending award of the CCTV Inspection contract to RedZone in an amount up to \$91,872 for participation in the 3 year YES Program upon successful completion of the 8 miles of inspection of the uncleaned sewer line. The annual contract amount of \$91,872 would be renewable if approved each budget year. The Public Works Committee was in favor of proceeding with the lowest qualified bidder.

Council Bill No. 034**Resolution No.****A Resolution Authorizing the City Administrator to Execute an Agreement with Redzone to Provide Closed-Circuit Televised Inspection of the City Sewer System at a Cost No to Exceed \$91,872.**

WHEREAS, the City of Harrisonville wishes to have a closed circuit television inspection of its sewer system, and

WHEREAS, RedZone, a robotics CCTV contractor, can provide such a service for \$91,872

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with RedZone for closed circuit television inspection of the sewer lines in an amount not to exceed \$91,872 upon participation for 3 years in the YES program and upon successful completion of inspecting 8 miles of uncleaned sewer line.

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 20th day of May 2013.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of May 2013

CCTV											
Bid Tabulation Summary											
City of Harrisonville, Missouri											
April 29, 2011											
				Bartlett & West /ACE		Red Zone Robotics		Visu Sewer		TREKK	
Item No.	Item Description	Quantity	Unit	Unit Cost	Bid Total	Unit Cost	Bid Total	Unit Cost	Bid Total	Unit Cost	Bid Total
1	CCTV Inspection	126,720	If	\$0.90	\$114,048.00	\$ 0.94	\$ 119,116.80	\$ 0.97	\$ 122,918.40	\$ 1.30	\$ 164,736.00
2	Hydraulic Jetting	12,000	If	\$0.50	\$6,000.00	N/A	\$ -	\$ 1.49	\$ 17,880.00	\$ 0.85	\$ 10,200.00
3	Total				\$120,048.00		\$ 119,116.80		\$ 140,798.40		
4	Bid Alternate - GIS & GPS System for sewer and manholes	126,720	If	\$0.35	\$44,352.00			\$ 0.39	\$ 49,420.80		\$ 16,066.00
5	Pilot Program				\$0.00		\$ 10,000.00		\$ 5,450.00		
6	Work Order Annual Licensing Fee				\$7,000.00		\$ 10,000.00				\$ 4,000.00
7	Award 100% of CCTV over 3 years	316,800	If			\$ 0.87	\$ 275,616.00				
8	Working Days				90		60		120		365
Estimated Annual Cost (5 yr program)				\$82,200.00		\$ 59,558.40		\$ 95,109.60		\$ 90,401.00	
	Estimated Annual Cost (3 yr program)						\$ 91,872.00				
	Survey Grade			yes		no-map grade	Hardware upgrade	yes		yes	
	3 year budget commitment						\$ 91,872.00				

Attachment: 1060.xls (1015 : Sanitary Sewer CCTV Inspection Services)



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: May 16, 2013
SUBJECT: Extended Parking Agreement

Type of Item: *Approval*

The Extended Parking Policy has been recommended for approval by the Public Safety Committee

Council Bill No. 035**Resolution No.****A Resolution Establishing a New Policy Governing Long-Term Parking on City-Owned Lots.**

WHEREAS, the City of Harrisonville wishes to institute a new policy governing long-term parking on city-owned lots; and

WHEREAS, the Public Safety Committee at their May 6th, 2013 recommended the attached agreement to be approved by the Board of Aldermen; and

WHEREAS, the fees for this long-term parking policy will be reviewed on a yearly basis

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

Section 1: 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 20th day of May 2013.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of May 2013

PERMIT # _____

CITY OF HARRISONVILLE
PARKING LOT LICENSE AGREEMENT

WHEREAS, the City of Harrisonville has designated certain parking lots owned by the City for long-term parking use, by permit only, pursuant to this license agreement and subject to certain rules and regulations governing the use of such parking lots; and

WHEREAS, the undersigned seeks the privilege of utilizing such long-term parking and obtaining the necessary permit;

THEREFORE, in exchange for said privilege, the undersigned agrees to pay the stipulated fee and to abide by the rules and regulations set forth herein, specifically:

1. Fees will be established annually by the Board of Alderman, said non-refundable fee for the year beginning July 1, 2013 and ending June 30, 2014 is \$120.00 per year, pro-rated monthly, and shall be payable in advance.
2. Long-term parking permits shall be issued for one (1) year terms from July 1 to June 30. *UNDER NO CIRCUMSTANCES WILL PARKING FEES BE REFUNDED IN THE EVENT THE LICENSEE NO LONGER UTILIZES THE LONG-TERM PARKING LOT.* Permits are non-transferrable.
3. New permits should be obtained fifteen (15) days before the expiration of the current permit. Permits which are not renewed will be *immediately* available for issuance to others.
4. Licensees shall be issued a dated permit, which shall be placed in a vehicle so that it is prominently displayed and easily visible through the front or rear window, whichever window faces the center aisle when the vehicle is parked. Failure to have a permit so displayed will constitute an unauthorized use of the parking lot and the vehicle owner may be subject to cancellation of this agreement, fines and/or towing of the vehicle.
5. Only self-propelled vehicles, which are properly licensed and registered, in operational condition, and under 20,000 pounds, gross vehicle weight, may be parked in the parking lot pursuant to this agreement at any time.
6. Failure to abide by parking regulations will result in cancellation of this agreement, fines and/or towing of the offending vehicle.

7. Parking privileges granted under this agreement are granted only to the extent parking is allowed in municipal lots by other City ordinances or regulations, and it is further provided that the City reserves the right to use said parking lot for special events, and the City further reserves the right to restrict parking on a temporary basis to perform any parking lot and/or City facility maintenance. Written notice will be provided to the last address provided of each licensee at least 48 hours prior, except in the case of an emergency. Failure to comply with such notice will result in the vehicle being towed at the licensee's expense.
8. The City of Harrisonville reserves the right to add to or delete parking spaces available for long-term parking, to change the location of such spaces, to change the regulations affecting long-term parking and to discontinue the program at its own discretion.
9. The City of Harrisonville shall not be liable for any accidents, damages to person, property or vehicles, or any other losses incurred by licensees or vehicle owners. Licensee shall be responsible for insuring any vehicle parked in the parking lot. No bailment, expressed or implied, is created by this agreement. The City of Harrisonville does not guard or assume any liability for licensee's vehicle or vehicle contents. Furthermore, licensee agrees to indemnify and hold the City of Harrisonville, its employees and agents harmless for any and all claims, losses, damages, attorney's fees or other expenses the City may incur arising from this agreement and licensee's use of the parking lot.
10. Each vehicle parked in the parking lot requires a separate permit. Multiple permits may be issued to a single licensee at the discretion of the Chief of Police, in which case such permits shall be subject to separate license agreements and fees.
11. This agreement is intended to create a license, only granting to the licensee the right to use the designated long-term parking lot, and shall not constitute a lease of the real property. Furthermore, no landlord-tenant relationship is intended.
12. This agreement may be terminated by the City of Harrisonville upon a 30-day notice, or immediately if a violation of this agreement occurs.

Signed: _____ Date: _____

Print: _____

Approved: _____ Date: _____

John Hofer, Chief of Police
City of Harrisonville

By signing above, I attest that I have read, understand and agree to abide by all terms and conditions of this agreement.

The City of Harrisonville must be notified in writing within 24 hours if any changes occur in the below information section.

Company Name

Last Name

First Name

M.I.

Address

Home Phone

Work Phone

Cell Phone

Year/Make/Model/Color

License Plate Number

VIN Number



TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: May 16, 2013
SUBJECT: Proposed Move Over Ordinance

Type of Item: *Approval*

The Proposed Move Over Ordinance has been recommended by the Public Safety Committee

Council Bill No. 036

Ordinance No.

**An Ordinance Amending Chapter 310 Enforcement and Obedience to Traffic
Regulations Sections 310.060 and 310.070**

WHEREAS, the Board of Aldermen finds it beneficial for the safety of the City's Police and Emergency Personnel to have the City Code reflect that Missouri State Statutes and it will read as follows:

SECTION 310.060: EMERGENCY VEHICLES--USE OF LIGHTS AND SIRENS--RIGHT-OF-WAY--STATIONARY VEHICLES, PROCEDURE-PENALTY

- A. Upon the immediate approach of an emergency vehicle giving audible signal by siren or while having at least one (1) lighted lamp exhibiting red light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle or a flashing blue light authorized by Section 310.070 of this Chapter, the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as far as possible to the right of, the traveled portion of the highway and thereupon stop and remain in such position until such emergency vehicle has passed, except when otherwise directed by a Police or Traffic Officer.

- B. Upon approaching a stationary emergency vehicle displaying lighted red or red and blue lights, or a stationary vehicle owned by the State Highways and Transportation Commission and operated by an authorized employee of the Department of Transportation displaying lighted amber or amber and white lights, the driver of every motor vehicle shall:
 - 1. Proceed with caution and yield the right-of-way, if possible with due regard to safety and traffic conditions, by making a lane change into a lane not adjacent to that of the stationary vehicle, if on a roadway having at least four (4) lanes with not less than two (2) lanes proceeding in the same direction as the approaching vehicle; or
 - 2. Proceed with due caution and reduce the speed of the vehicle, maintaining a safe speed for road conditions, if changing lanes would be unsafe or impossible.

- C. *Responsibilities Of Driver Of Emergency Vehicle.*
 - 1. The driver of any "emergency vehicle" defined in Section 300.010 of this Code shall not sound the siren thereon or have the front red lights or blue lights on except when such vehicle is responding to an emergency call or when in pursuit of an actual or suspected law violator, or when responding to, but not upon returning from, a fire.
 - 2. The driver of an emergency vehicle may:
 - a. Park or stand irrespective of the provisions of Sections 304.014 to 304.025, RSMo., and the provisions of this Code;
 - b. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;
 - c. Exceed the prima facie speed limit so long as the driver does not endanger life or property;
 - d. Disregard regulations governing direction of movement or turning in specified directions.
 - 3. The exemptions granted to an emergency vehicle pursuant to Subsection (C)(2) of this Section shall apply only when the driver of any such vehicle while in motion sounds audible signal by

bell, siren or exhaust whistle as may be reasonably necessary, and when the vehicle is equipped with at least one (1) lighted lamp displaying a red light or blue light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle.

- D. No person shall purchase an emergency light as described in this Section without furnishing the seller of such light an affidavit stating that the light will be used exclusively for emergency vehicle purposes. (RSMo. §304.022, 2012)

**SECTION 310.070: SIRENS AND FLASHING LIGHTS EMERGENCY USE--PERSONS
AUTHORIZED--VIOLATION-PENALTY**

Motor vehicles and equipment, not otherwise defined in this Title as an authorized emergency vehicle, which are operated by any member of an organized Fire Department, ambulance association or rescue squad, whether paid or volunteer, may be operated on streets and highways in this City as an emergency vehicle under the provisions of Section 310.060 of this Chapter, while responding to a fire call or ambulance call or at the scene of a fire call or ambulance call and while using or sounding a warning siren and using or displaying thereon fixed, flashing or rotating blue lights, but sirens and blue lights shall be used only in bona fide emergencies. Permits for the operation of such vehicles equipped with sirens or blue lights shall be in writing and shall be issued and may be revoked by the Chief of an organized Fire Department, organized ambulance association or rescue squad and no person shall use or display a siren or rotating blue lights on a motor vehicle, fire, ambulance or rescue equipment without a valid permit authorizing the use. Permit to use a siren or lights as heretofore set out does not relieve the operator of the vehicle so equipped with complying with all other traffic laws and regulations. Violation of this Section constitutes an ordinance violation. (RSMo. §307.175, 2004)

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

Section 1. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 2. *Effective Date.* That this ordinance shall become effective immediately upon its passage and approval

Section 3: A redline version of Sections 310.060 and 310.070 is attached.

Section 4: That any violation of this ordinance shall be punishable as provided by the Code of Ordinances, City of Harrisonville, Chapter 310.

Roll Call Vote:

READ TWO TIMES BY TITLE ONLY ON MAY 20, 2013 AND PASSED BY THE BOARD OF ALDERMEN THIS 20TH DAY OF MAY 2013.

APPROVE:

ATTEST:

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

Kim Hubbard, City Clerk

**SECTION 310.060: EMERGENCY VEHICLES--USE OF LIGHTS AND SIRENS--
RIGHT-OF-WAY--STATIONARY VEHICLES, PROCEDURE--
PENALTY**

- A. Upon the immediate approach of an emergency vehicle giving audible signal by siren or while having at least one (1) lighted lamp exhibiting red light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle or a flashing blue light authorized by Section 310.070 of this Chapter, the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as far as possible to the right of, the traveled portion of the highway and thereupon stop and remain in such position until such emergency vehicle has passed, except when otherwise directed by a Police or Traffic Officer.
- B. Upon approaching a stationary emergency vehicle displaying lighted red or red and blue lights, or a stationary vehicle owned by the State Highways and Transportation Commission and operated by an authorized employee of the Department of Transportation displaying lighted amber or amber and white lights, the driver of every motor vehicle shall:
1. Proceed with caution and yield the right-of-way, if possible with due regard to safety and traffic conditions, by making a lane change into a lane not adjacent to that of the stationary vehicle, if on a roadway having at least four (4) lanes with not less than two (2) lanes proceeding in the same direction as the approaching vehicle; or
 2. Proceed with due caution and reduce the speed of the vehicle, maintaining a safe speed for road conditions, if changing lanes would be unsafe or impossible.
- C. Responsibilities Of Driver Of Emergency Vehicle.
1. The driver of any "emergency vehicle" defined in Section 300.010 of this Code shall not sound the siren thereon or have the front red lights or blue lights on except when such vehicle is responding to an emergency call or when in pursuit of an actual or suspected law violator, or when responding to, but not upon returning from, a fire.
 2. The driver of an emergency vehicle may:
 - a. Park or stand irrespective of the provisions of Sections 304.014 to 304.025, RSMo., and the provisions of this Code;
 - b. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;
 - c. Exceed the prima facie speed limit so long as the driver does not endanger life or property;
 - d. Disregard regulations governing direction of movement or turning in specified directions.
 3. The exemptions granted to an emergency vehicle pursuant to Subsection (C)(2) of this Section shall apply only when the driver of any such vehicle while in motion sounds audible signal by bell, siren or exhaust whistle as may be reasonably necessary, and when the vehicle is equipped with at least one (1) lighted lamp displaying a red light or blue light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle.
- D. No person shall purchase an emergency light as described in this Section without furnishing the seller of such light an affidavit stating that the light will be used exclusively for emergency vehicle purposes. (RSMo. §304.022, 2012)

**SECTION 310.070: SIRENS AND FLASHING LIGHTS EMERGENCY USE--PERSONS
AUTHORIZED--VIOLATION--PENALTY**

Motor vehicles and equipment, not otherwise defined in this Title as an authorized emergency vehicle, which are operated by any member of an organized Fire Department, ambulance association or rescue squad, whether paid or volunteer, may be operated on streets and highways in this City as an emergency vehicle under the provisions of Section 310.060 of this Chapter, while responding to a fire call or ambulance call or at the scene of a fire call or ambulance call and while using or sounding a warning siren and using or displaying thereon fixed, flashing or rotating blue lights, but sirens and blue lights shall be used only in bona fide emergencies. Permits for the operation of such vehicles equipped with sirens or blue lights shall be in writing and shall be issued and may be revoked by the Chief of an organized Fire Department, organized ambulance association or rescue squad and no person shall use or display a siren or rotating blue lights on a motor vehicle, fire, ambulance or rescue equipment without a valid permit authorizing the use. Permit to use a siren or lights as heretofore set out does not relieve the operator of the vehicle so equipped with complying with all other traffic laws and regulations. Violation of this Section constitutes an ordinance violation. (RSMo. §307.175, 2004)

AUTHORIZED EMERGENCY VEHICLES — PERMITTED ACTS OF DRIVERS

A.—The driver of an authorized emergency vehicle, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law or when responding to but not upon returning from a fire alarm, may exercise the privileges set forth in this Section, but subject to the conditions herein stated.

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B.—The driver of an authorized emergency vehicle may:

- 1.—Park or stand, irrespective of the provisions of this Title;
- 2.—Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;
- 3.—Exceed the maximum speed limits so long as he/she does not endanger life or property; and
- 4.—Disregard regulations governing direction of movement or turning in specified directions.

C.—The exemptions herein granted to an authorized emergency vehicle shall apply only when the driver of any said vehicle while in motion sounds audible signal by siren or while having at least one (1) lighted lamp exhibiting a red light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle or a flashing blue light authorized by Section 310.080.

D.—The foregoing provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of his/her reckless disregard for the safety of others.

**SECTION 310.070: — OPERATION OF VEHICLES ON APPROACH OF
AUTHORIZED EMERGENCY VEHICLES**

A.—Upon the immediate approach of an authorized emergency vehicle making use of audible and visual signals meeting the requirements of the laws of this State, or of a Police vehicle properly and lawfully making use of an audible signal only, the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the roadway clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle has passed, except when otherwise directed by a Police Officer.

B.—This Section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

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RIGHT-OF-WAY OF AUTHORIZED EMERGENCY VEHICLES

A. Upon the immediate approach of an emergency vehicle giving audible signal by siren or having at least one (1) lighted lamp exhibiting red light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle or a flashing blue light authorized by Section 307.175, RSMo., the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as far as possible to the right of, the traveled portion of the roadway and thereupon stop and remain in such position until such emergency vehicle has passed, except when otherwise directed by a Police or Traffic Officer.

B. Upon approaching a stationary emergency vehicle displaying lighted red or red and blue lights, the driver of every motor vehicle shall:

1. Proceed with caution and yield the right-of-way, if possible, with due regard to safety and traffic conditions, by making a lane change into a lane not adjacent to that of the stationary vehicle, if on a roadway having at least four (4) lanes with not less than two (2) lanes proceeding in the same direction as the approaching vehicle; or
2. Proceed with due caution and reduce the speed of the vehicle, maintaining a safe speed for road conditions, if changing lanes would be unsafe or impossible.

C. An "*emergency vehicle*" is a vehicle of any of the following types:

1. A vehicle operated by a municipal Law Enforcement Officer; an officer of the State Highway Patrol, State Water Patrol or a State Park Ranger; Enforcement Personnel of the Division of Motor Carrier and Railroad Safety of the Missouri Department of Economic Development; a Fire Department, a Sheriff, Constable or Deputy Sheriff; a Federal Law Enforcement Officer authorized to carry firearms and to make arrests for violations of the laws of the United States; a Traffic Officer or Coroner; or a privately owned emergency vehicle company;
2. A vehicle operated as an ambulance or operated commercially for the purpose of transporting emergency medical supplies or organs;
3. Any vehicle qualifying as an emergency vehicle pursuant to Section 307.175, RSMo.;
4. Any wrecker or tow truck or a vehicle owned and operated by a public utility or public service corporation while performing emergency service;
5. Any vehicle transporting equipment designed to extricate human beings from the wreckage of a motor vehicle;

6. Any vehicle designated to perform emergency functions for a civil defense or emergency management agency established pursuant to the provisions of Chapter 44, RSMo.;

7. Any vehicle operated by an authorized employee of the Missouri Department of Corrections who, as part of the employee's official duties, is responding to a riot, disturbance, hostage incident, escape or other critical situation where there is the threat of serious physical injury or death, responding to mutual-aid call from another criminal justice agency or in accompanying an ambulance which is transporting an offender to a medical facility;

8. Any vehicle designated to perform hazardous substance emergency functions established pursuant to the provisions of Sections 260.500 to 260.550, RSMo.

D. The driver of any emergency vehicle referred to in Subsection (C) of this Section shall not sound the siren thereon or have the front red lights or blue lights on except when such vehicle is responding to an emergency call or when in pursuit of an actual or suspected law violator or when responding to, but not upon returning from, a fire.

E. The driver of an emergency vehicle may:

1. Park or stand irrespective of the provisions of Chapter 300 City of Harrisonville Traffic Code as amended;
2. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;
3. Exceed the prima facie speed limit so long as the driver does not endanger life or property;
4. Disregard regulations governing direction of movement or turning in specified directions.

F. The exemptions herein granted to an emergency vehicle shall apply only when the driver of any such vehicle while in motion sounds an audible signal by bell, siren or exhaust whistle as may be reasonably necessary and when the vehicle is equipped with at least one (1) lighted lamp displaying a red light or blue light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle.

G. No person shall purchase an emergency light as described in this Section without furnishing the seller of such light an affidavit stating that the light will be used exclusively for emergency vehicle purposes.

H. Any person violating the provisions of this Section shall be guilty of a misdemeanor.

Missouri Revised Statutes

Chapter 304 Traffic Regulations Section 304.022

August 28, 2012

Emergency vehicle defined--use of lights and sirens--right-of-way--stationary vehicles, procedure--penalty.

304.022. 1. Upon the immediate approach of an emergency vehicle giving audible signal by siren or while having at least one lighted lamp exhibiting red light visible under normal atmospheric conditions from a distance of five hundred feet to the front of such vehicle or a flashing blue light authorized by section 307.175, the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as far as possible to the right of, the traveled portion of the highway and thereupon stop and remain in such position until such emergency vehicle has passed, except when otherwise directed by a police or traffic officer.

2. Upon approaching a stationary emergency vehicle displaying lighted red or red and blue lights, or a stationary vehicle owned by the state highways and transportation commission and operated by an authorized employee of the department of transportation displaying lighted amber or amber and white lights, the driver of every motor vehicle shall:

(1) Proceed with caution and yield the right-of-way, if possible with due regard to safety and traffic conditions, by making a lane change into a lane not adjacent to that of the stationary vehicle, if on a roadway having at least four lanes with not less than two lanes proceeding in the same direction as the approaching vehicle; or

(2) Proceed with due caution and reduce the speed of the vehicle, maintaining a safe speed for road conditions, if changing lanes would be unsafe or impossible.

3. The motorman of every streetcar shall immediately stop such car clear of any intersection and keep it in such position until the emergency vehicle has passed, except as otherwise directed by a police or traffic officer.

4. An "emergency vehicle" is a vehicle of any of the following types:

(1) A vehicle operated by the state highway patrol, the state water patrol*, the Missouri capitol police, a conservation agent, or a state park ranger, those vehicles operated by enforcement personnel of the state highways and transportation commission, police or fire department, sheriff, constable or deputy sheriff, federal law enforcement officer authorized to carry firearms and to make arrests for violations of the laws of the United States, traffic officer or coroner or by a privately owned emergency vehicle company;

(2) A vehicle operated as an ambulance or operated commercially for the purpose of transporting emergency medical supplies or organs;

(3) Any vehicle qualifying as an emergency vehicle pursuant to section 307.175;

(4) Any wrecker, or tow truck or a vehicle owned and operated by a public utility or public service corporation while performing emergency service;

(5) Any vehicle transporting equipment designed to extricate human beings from the wreckage of a motor vehicle;

Attachment: Section 304-022 Emergency vehicle defined--use of light (1047 : Proposed Move Over Ordinance)

(6) Any vehicle designated to perform emergency functions for a civil defense or emergency management agency established pursuant to the provisions of chapter 44;

(7) Any vehicle operated by an authorized employee of the department of corrections who, as part of the employee's official duties, is responding to a riot, disturbance, hostage incident, escape or other critical situation where there is the threat of serious physical injury or death, responding to mutual aid call from another criminal justice agency, or in accompanying an ambulance which is transporting an offender to a medical facility;

(8) Any vehicle designated to perform hazardous substance emergency functions established pursuant to the provisions of sections 260.500 to 260.550; or

(9) Any vehicle owned by the state highways and transportation commission and operated by an authorized employee of the department of transportation that is marked as a department of transportation emergency response or motorist assistance vehicle.

5. (1) The driver of any vehicle referred to in subsection 4 of this section shall not sound the siren thereon or have the front red lights or blue lights on except when such vehicle is responding to an emergency call or when in pursuit of an actual or suspected law violator, or when responding to, but not upon returning from, a fire.

(2) The driver of an emergency vehicle may:

(a) Park or stand irrespective of the provisions of sections 304.014 to 304.025;

(b) Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

(c) Exceed the prima facie speed limit so long as the driver does not endanger life or property;

(d) Disregard regulations governing direction of movement or turning in specified directions.

(3) The exemptions granted to an emergency vehicle pursuant to subdivision (2) of this subsection shall apply only when the driver of any such vehicle while in motion sounds audible signal by bell, siren, or exhaust whistle as may be reasonably necessary, and when the vehicle is equipped with at least one lighted lamp displaying a red light or blue light visible under normal atmospheric conditions from a distance of five hundred feet to the front of such vehicle.

6. No person shall purchase an emergency light as described in this section without furnishing the seller of such light an affidavit stating that the light will be used exclusively for emergency vehicle purposes.

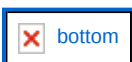
7. Violation of this section shall be deemed a class A misdemeanor.

(L. 1953 p. 587 § 304.020, A.L. 1969 p. 418, A.L. 1971 H.B. 113, A.L. 1981 H.B. 183, A.L. 1986 S.B. 523 merged with H.B. 1428, A.L. 1991 S.B. 265, A.L. 1995 H.B. 424, A.L. 1996 H.B. 1047 merged with H.B. 1369, A.L. 1997 H.B. 244, A.L. 2002 H.B. 1270 and H.B. 2032, A.L. 2004 S.B. 757 merged with S.B. 788, A.L. 2005 H.B. 353 merged with H.B. 487 merged with H.B. 618, A.L. 2006 S.B. 872, et al., A.L. 2007 S.B. 82 merged with S.B. 352, A.L. 2012 S.B. 470 merged with S.B. 568 merged with S.B. 611)

**"State water patrol" changed to "water patrol division" by 306.010, 2010.

(2006) Section does not abolish, abrogate, provide, or in any way modify common law doctrine of official immunity. Davis v. Lambert-St. Louis International Airport, 193 S.W.3d 760 (Mo.banc).

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Missouri General Assembly



TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: May 16, 2013
SUBJECT: Presentation of 2013 Single Family Cost of Living Comparison

Type of Item: *Report*

1. Discussion Item (ID # 1045)

Presentation of 2013 Single Family Cost of Living Comparison

Attachments:

How Much Does it Cost To Live in My Town- 2013(PPTX)

How Much Does it Cost to Live in Our Town?



What drives the Question?

- Ø Comparison shopping has become a part of our daily lives. Who is providing the best deal?
- Ø Citizens compare costs with friends and family living in different cities. These comparisons can create misconceptions because they generally only look at one or two costs.
- Ø Cost is a fundamental measure of performance, i.e. operating efficiency. Therefore if a community's taxes and utility costs are low, it can be argued that service is being delivered efficiently.

Why do people choose to live in a community?

- Affordability- more than just housing expenses; the prices for consumable goods- like groceries, gasoline, utility services including electric , gas and water
- Taxes
- Employment Opportunities
- Real Estate Value
- Crime Rate
- Proximity to Family and Friends
- Healthcare Facilities
- Education System
- Culture
- Commute Time

Source- **Where Should I Live? Important Factors When Deciding the Best Place to Live** by David Quilty

Challenges to Providing an Answer

- Ø The data needed is not easily accessible
- Ø Communities may have a variety of taxing jurisdictions (levies), creating a range of taxes applicable within each community
- Ø Communities may have a variety of utility companies serving parts of their city, creating a range of utility costs applicable within each community
- Ø Collection of sales tax and franchise fees on utility services varies from one city to another and from one utility to another within that city
- Ø Each city has a different median household income and median home value

Performance Goals Set for The Project

- Ø Model shall be dynamic and remain accurate when assumptions are changed for different single family scenarios
- Ø Point in time costs used except where an average of the past 12 months enhanced accuracy (i.e. electric and natural gas cost adjustments)
- Ø Data shall be formatted so that results can be shown graphically and can be updated every 2 years
- Ø Participating communities shall have the opportunity to review and make corrections prior to the information being made public

What we Learned As We Got Started

- Gathering public information that is accurate from cities is time consuming! You have to talk to the right person and know exactly how to ask the question to get a correct answer
- Apparently the reason this had never been done before is because it is so difficult to do
- There is no way short of performing an audit of a family's annual expenses to arrive at that family's cost of living in their city and certainly no way of deriving those same costs in 47 other cities
- A consistent and conservative approach would yield a solid indicator, serving as a new tool in our toolbox

Single Family Cost Comparison by City

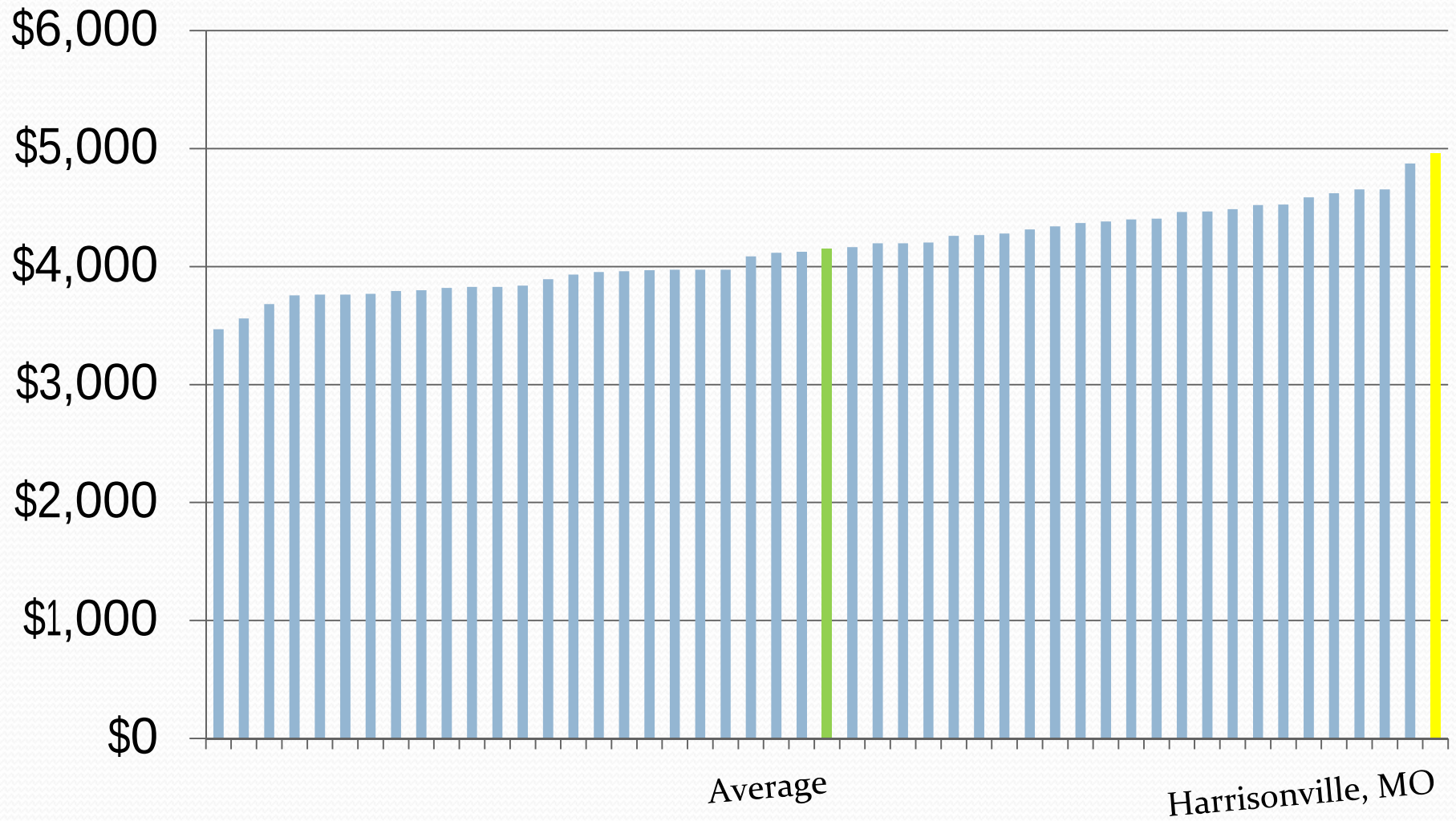
As of January 1, 2013

Cells Highlighted in Green May Be Changed to Run Different Scenarios

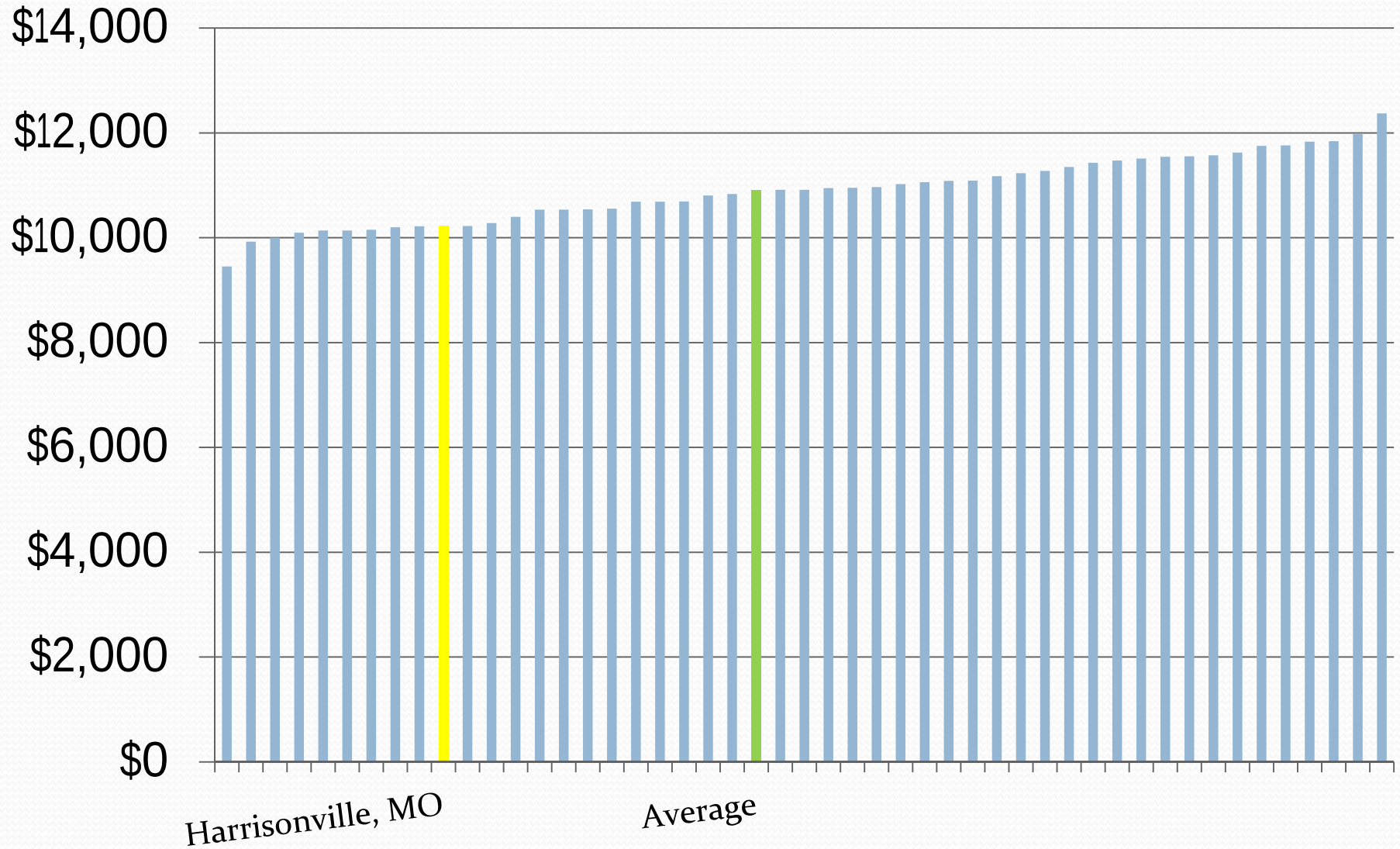
Assumptions:

Single Family Home (Market Value) =			\$	252,000	
Finished Living Space (square footage) =	2,800				
Value Per Square Foot =		90			
Annual Mortgage Payment for the Single Family Home above =					\$15,835.77
Percent of Value Borrowed =		80%			
Repayment Term =	20	years			
Interest Rate =		4.75%			\$9,576.00
Personal Property Owned (Market Value Subject to Property Tax) =				\$50,000.00	
Annual Loan Payments for Personal Property listed above =					\$9,495.86
Percent of Value Borrowed =		80%			
Repayment Term =	5	years			
Interest Rate =		6.00%			\$2,400.00
Gross Single Family Income (Annual) =			\$	100,000	
Savings/Retirement Per Year =	Percent of Gross	10%	\$	10,000	
(Assumes pretax savings plan)					
Adjusted Gross Income			\$	90,000	
(Assumes 10% of income is spent on mortgage interest, 10% goes to pretax savings, and 7% is spent on items that are income tax deductions)					
Federal Income Tax Rate (Effective Tax Rate)					6.5%
Missouri Income Tax Rate = 3.5% up to \$18k, 6% over \$18k					3.50%
MO Deductions: Mortgage Interest+Property Taxes+FICA/Medicare+Married+Children+Fed Income Taxes			\$	34,676.00	
Kansas Income Tax Rate = 3.5% up to \$30k, 6.25% from \$30k to \$60k, 6.45% over \$60k					3.50%
KS Deductions: Mortgage Interest+Property Taxes+Deduction Per Family Member			\$	23,576	
Estimated Portion of gross income spent on taxes, utilities, social security, and medicare = (For Reference Only)			\$	20,273.50	
Amount of Gross Family Income Spent on items Subject to Sales Tax (Assuming 30% of gross income is available for purchases and 75% of the value of those purchases are assumed to be subject to sales tax, with all of those purchases occurring in the City of residence =			\$	22,500.0	
Household Size =				4	
Natural Gas Consumption Per Month (on average) in CCF (or 100 Cubic Feet) = (Assumes .04 CCF per square foot of finished space)					112
* 1 CCF = 100 cubic feet or 1 Therm; 1 MCF= 1,000 cubic feet					
Electric Consumption Per Month (on average) in Kilowatt Hours = (Assumes .5 KWH per square foot of finished space)				1,400	
Water Consumption Per Month (on average) in Gallons = (Assumes 1,500 gallons per person)				6,000	
Sewer Generated Per Month (on average) in Gallons = (Assumes 1,500 gallons per person)				6,000	

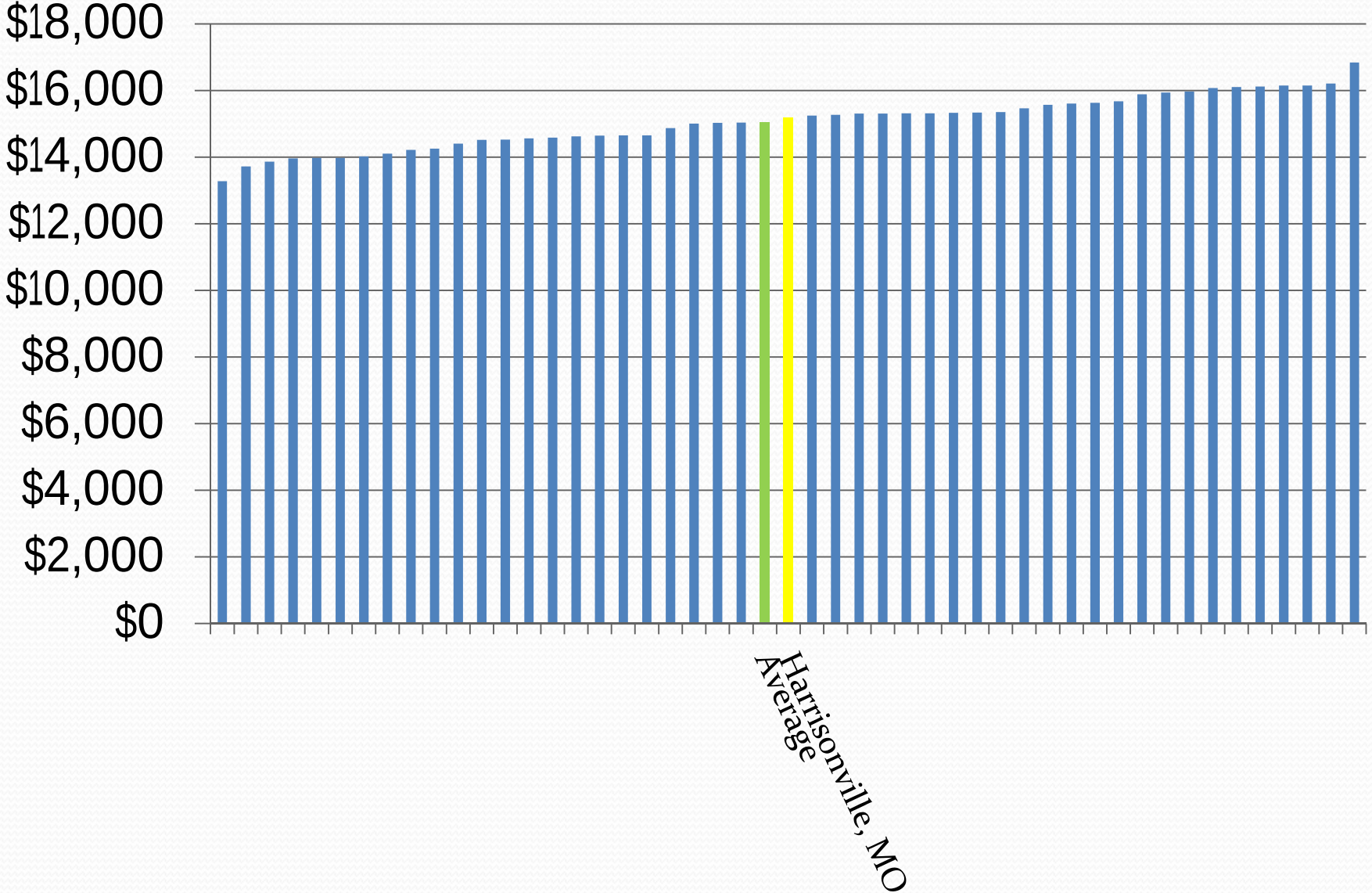
Utilities for a Single Family- 2009



Taxes for a Single Family- 2009



Total Single Family Cost- 2009



What We Learned in 2009

- Taxes make up the majority of a family's costs (72% on average)
- Public perception that our utilities were high was accurate; ours were the highest
- Harrisonville's taxes were among the lowest (lowest 20%)
- The total cost for Harrisonville residents was average
- Communities served by regional water/sewer authorities generally enjoyed lower costs for these services, and Kansas communities enjoyed the lowest gas and electric rates
- The city with the lowest tax obligation had only 7.2% of total taxes supporting City activities (compared to Harrisonville's 8.2%) and the city with the lowest utility costs had 0% of those costs under the control of their city, compared to 66% in Harrisonville

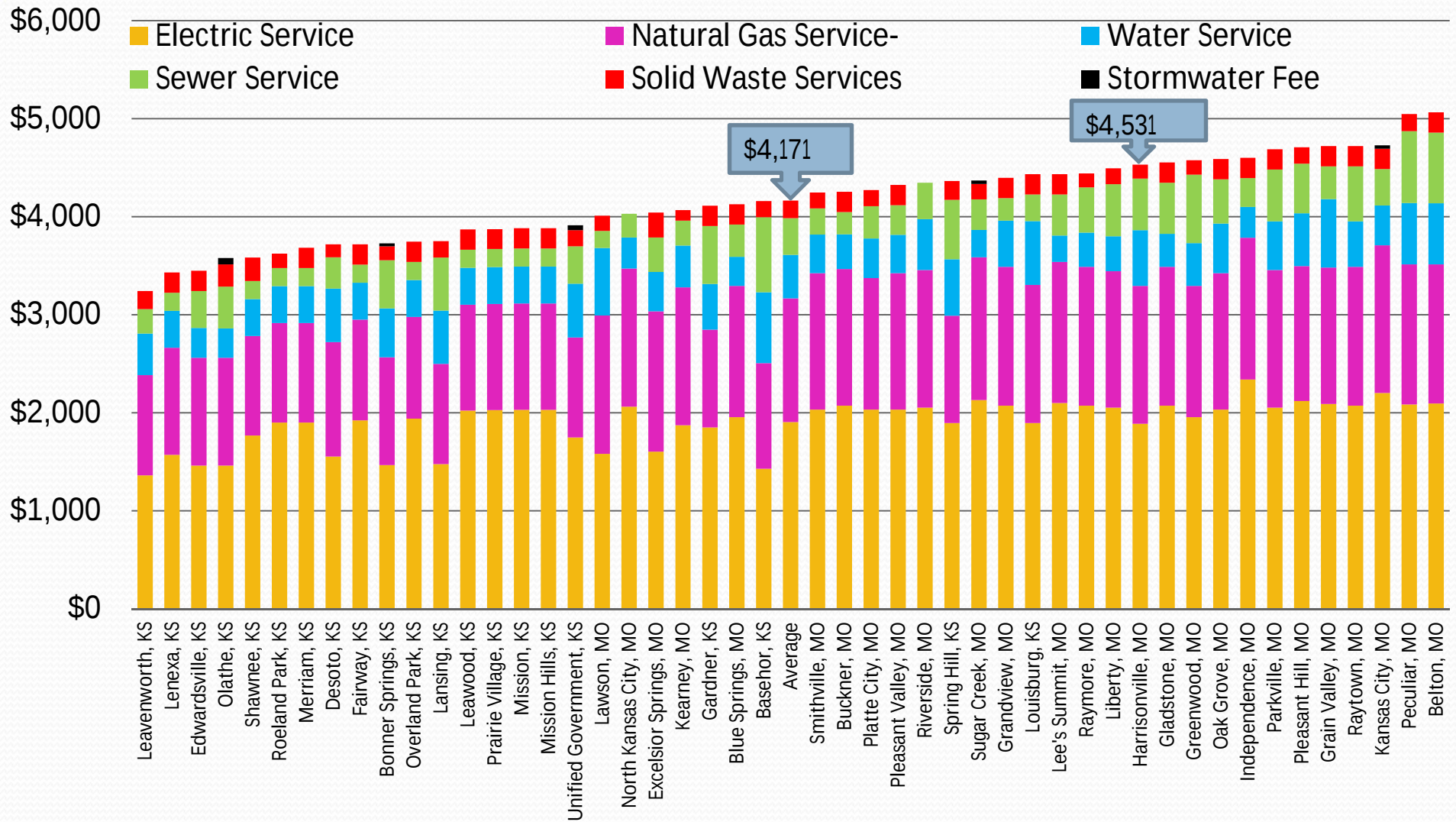
How We Used This Information

- The greatest potential for change lay with our utilities since we manage all but the gas service
- We revisited our Administrative Service Charge, reducing those costs to the water/sewer/electric utilities by roughly 50%
- Energy saving projects were initiated at water/sewer facilities
- Operating efficiencies focused on utilities
- A 2.5% reduction in water/sewer/electric user fees went into effect 1/1/11
- Taxes are artificially low. Raising taxes is the other half of balancing our cost equation

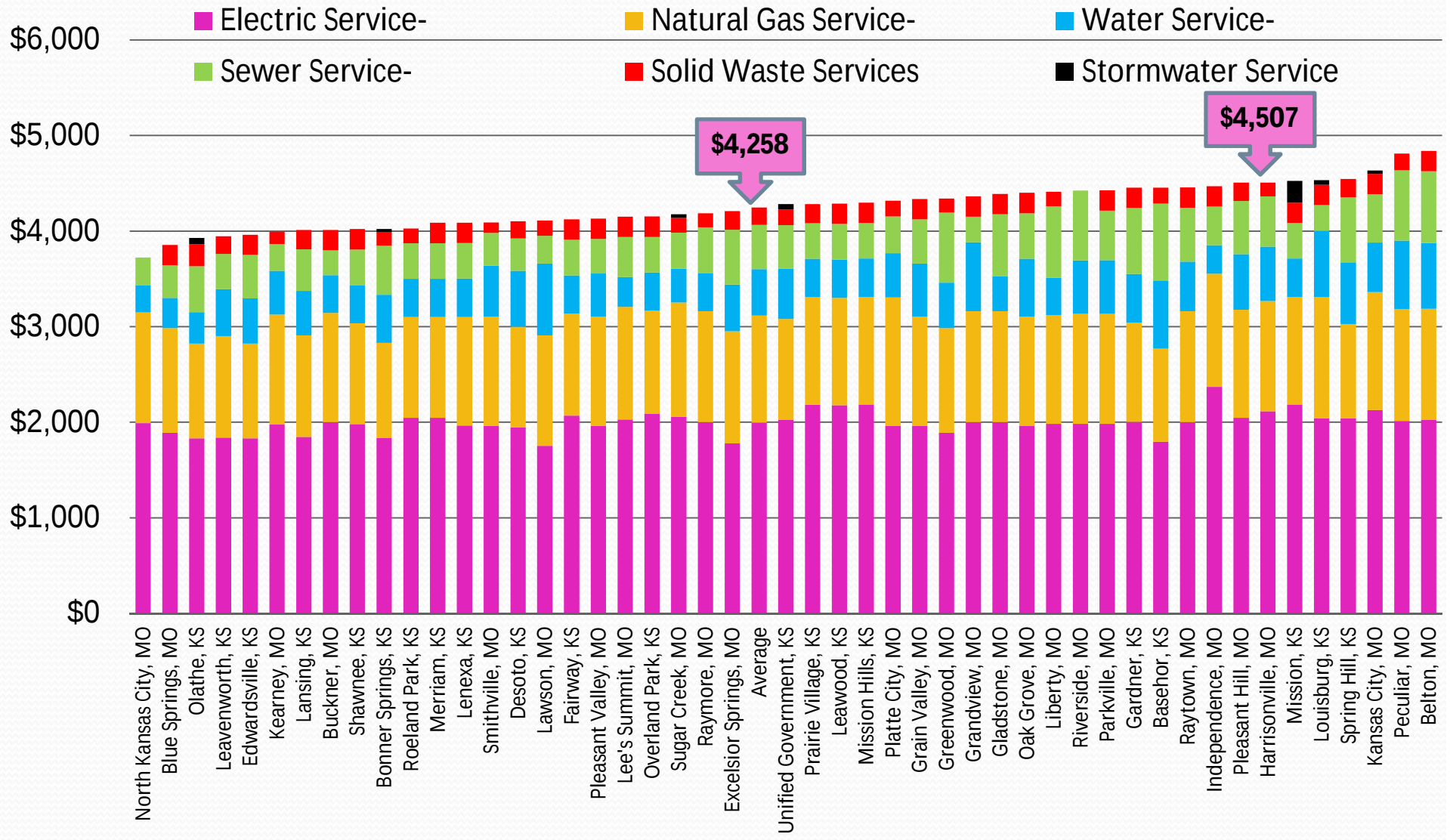
Changes/Observations for 2013

- State Income Tax calculations needed to be more sophisticated, taking into account deductions, the impact of this change was an increase in cost in Kansas and a decrease in cost in Missouri
- An average sales tax rate was used for each community which now includes special district sales taxes (TDD, CID, NID) this accounts for some of the increase in taxes
- Cost increased \$211 on average between 2011 and 2013 (2011 costs were amended to reflect the more sophisticated income tax calculation model developed in 2013)
- On average 71% of the total cost are taxes (29% are utilities)
- Electric and Natural Gas costs went up in Kansas while electric was unchanged and gas went down in Missouri
- Electric fees are almost always the largest part of total utilities (46%) followed by gas (27%), then water (11%), sewer (11%), refuse (4%) and finally storm water (1%)
- Property tax is almost always the largest part of total taxes (51%) followed by income tax (30%), then sales tax (19%)

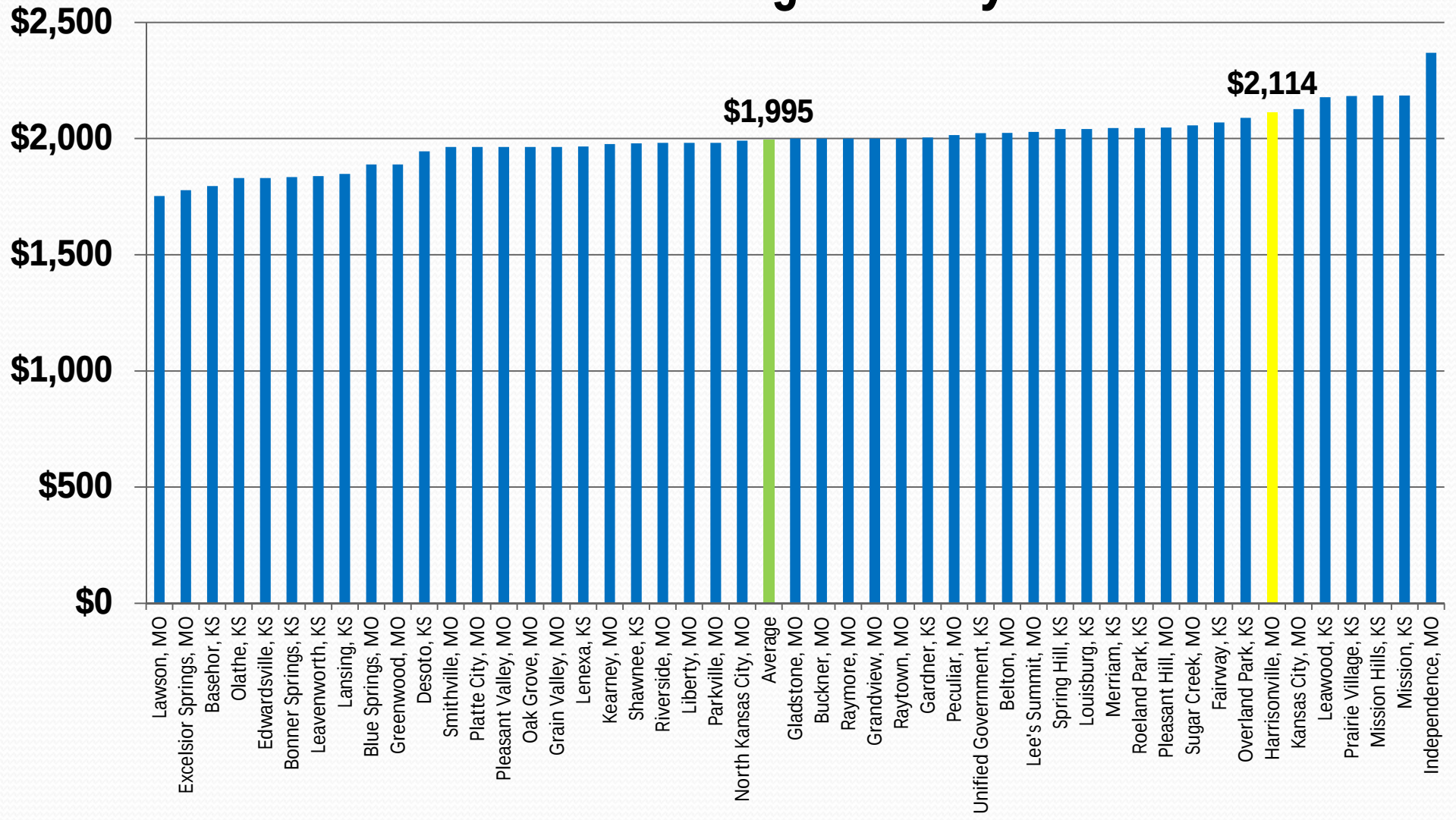
Utilities for a Single Family- 2011



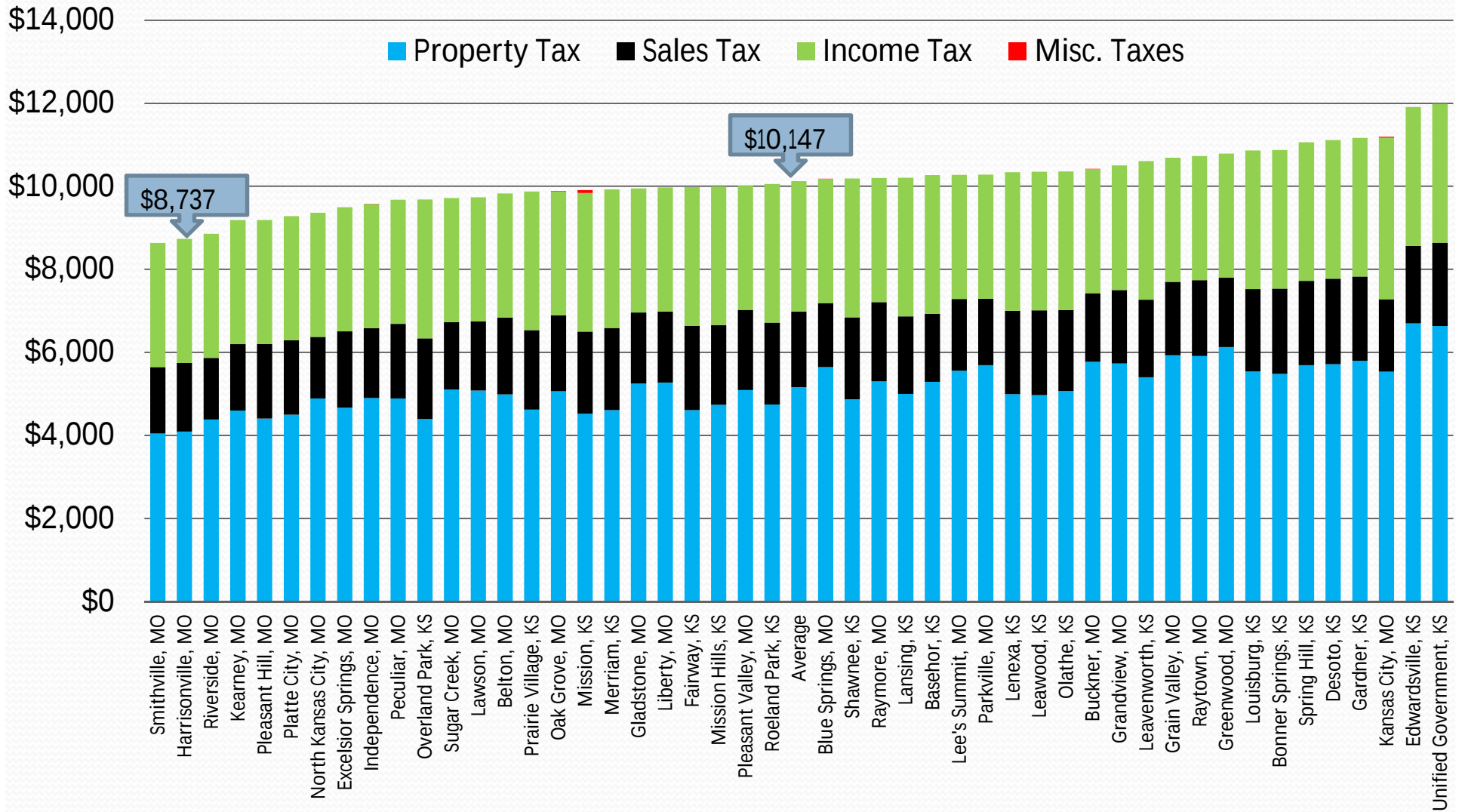
Utilities for a Single Family- 2013



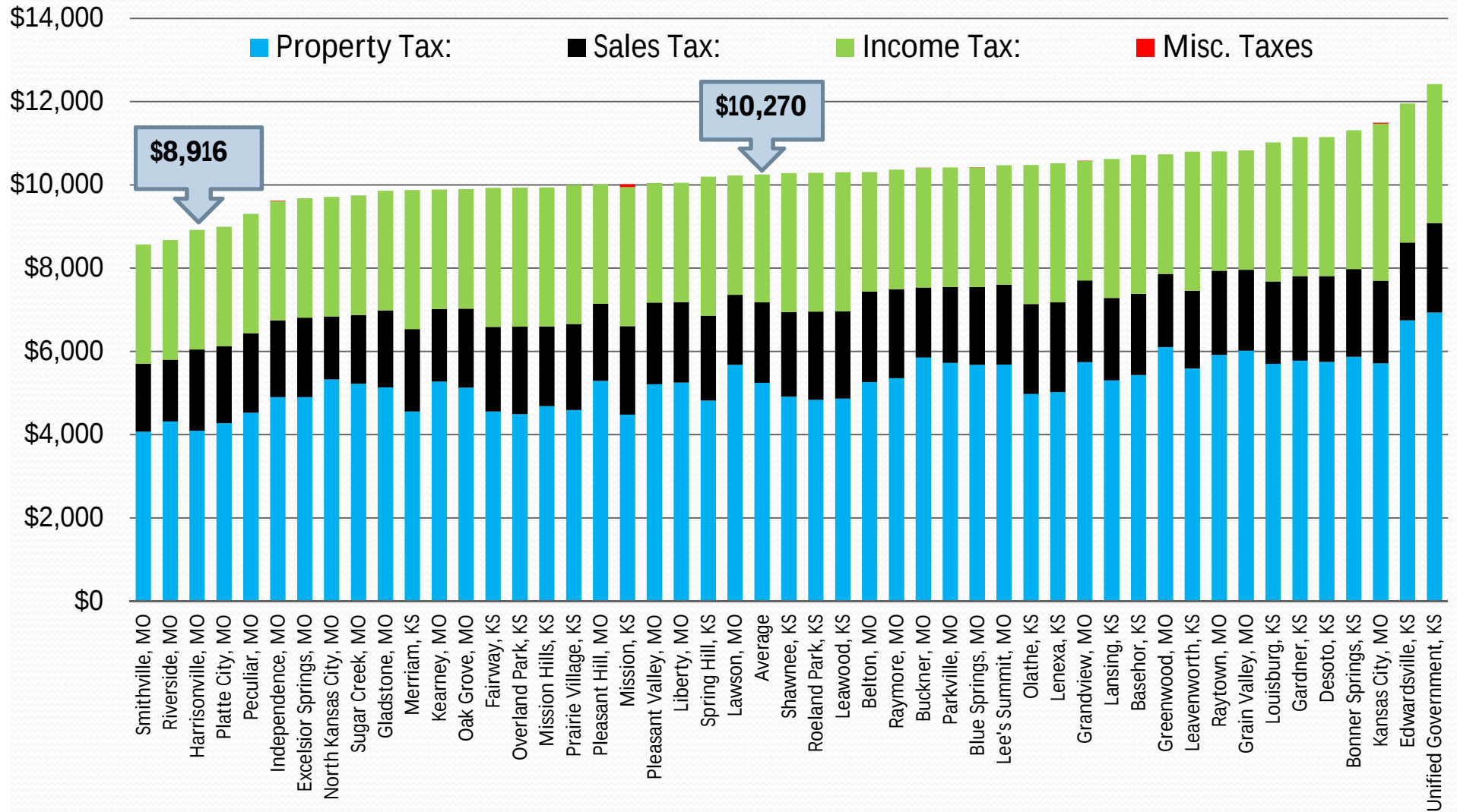
Electric Cost for Single Family 2013



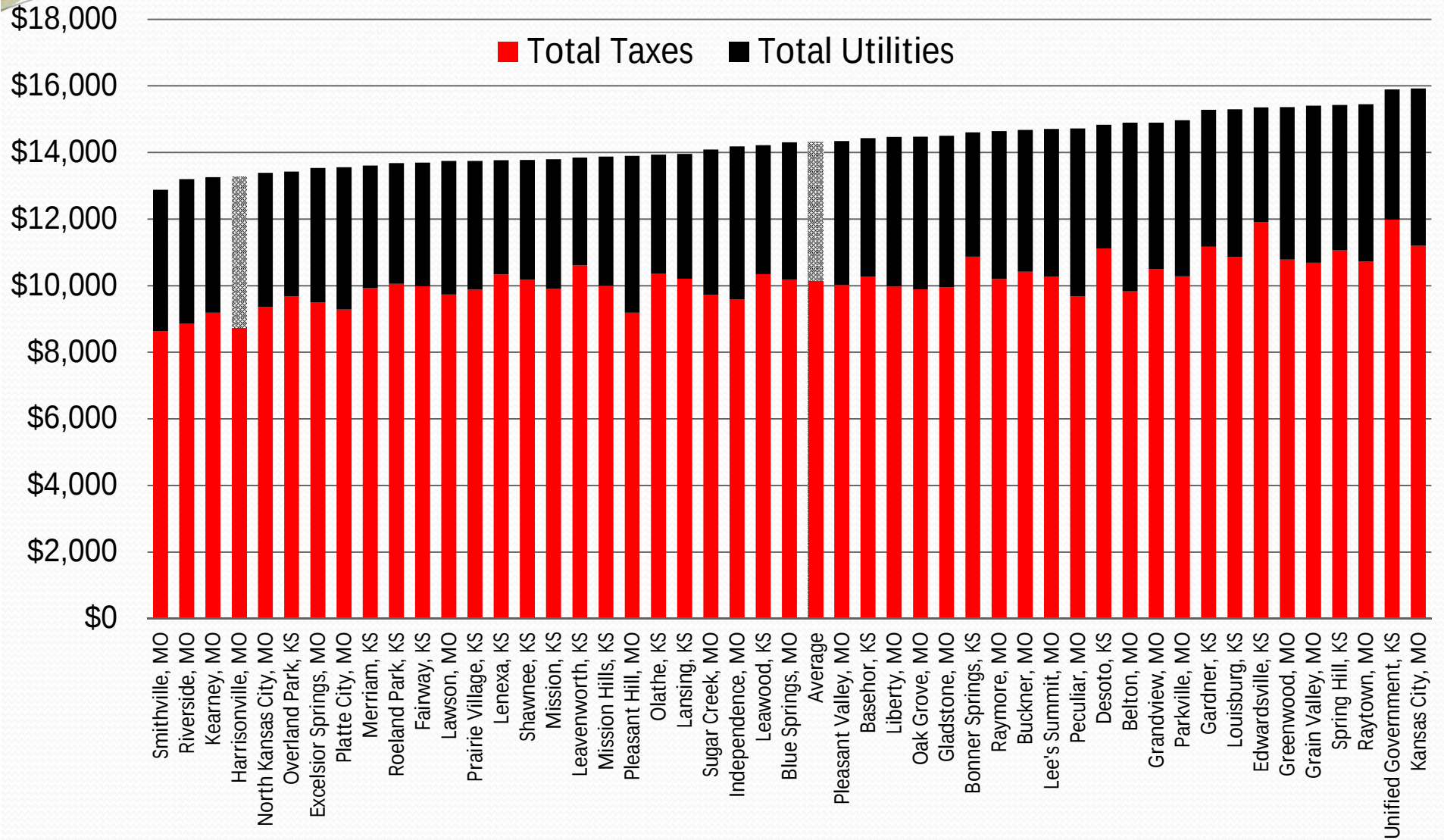
Taxes for a Single Family- 2011



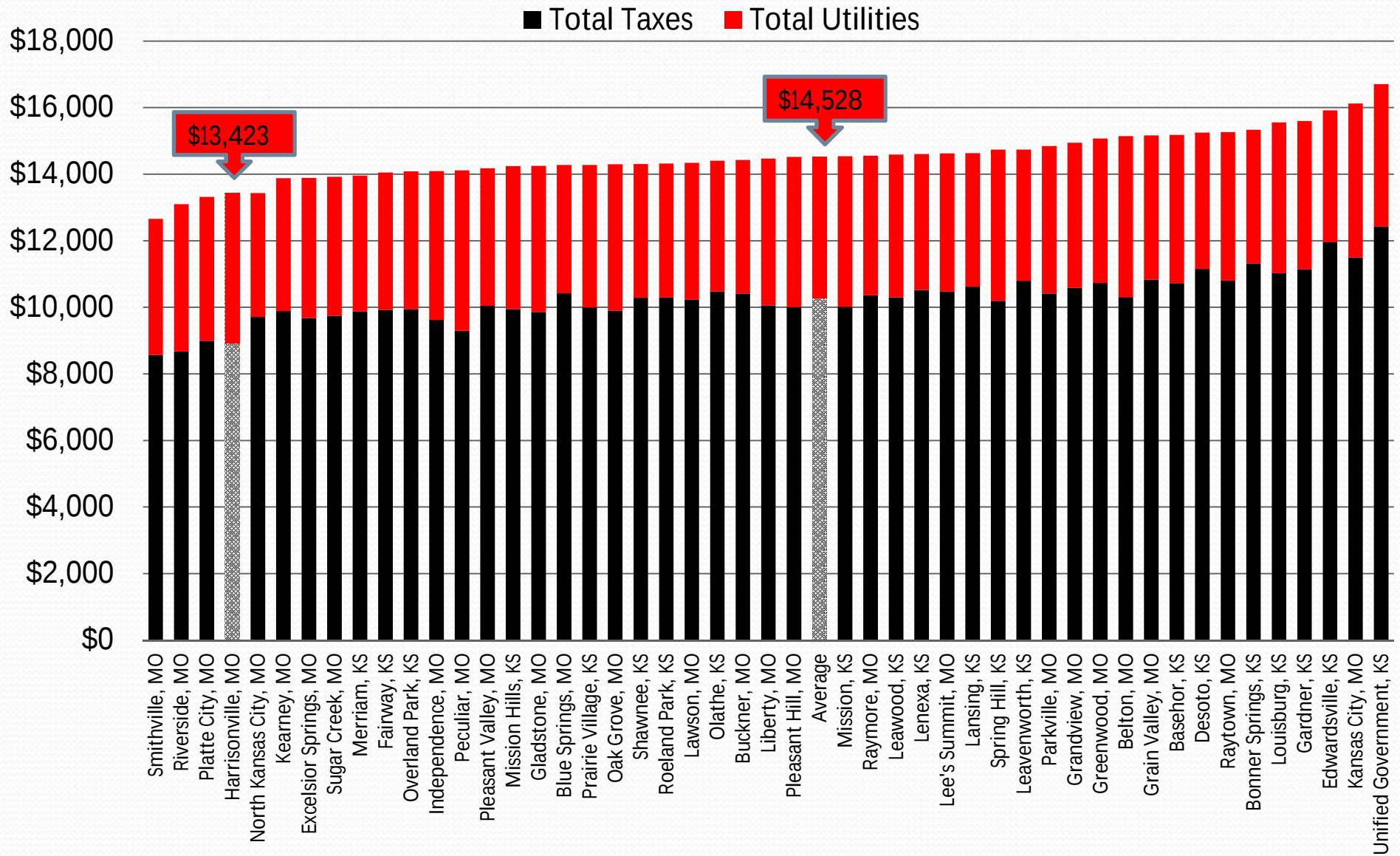
Taxes for a Single Family- 2013



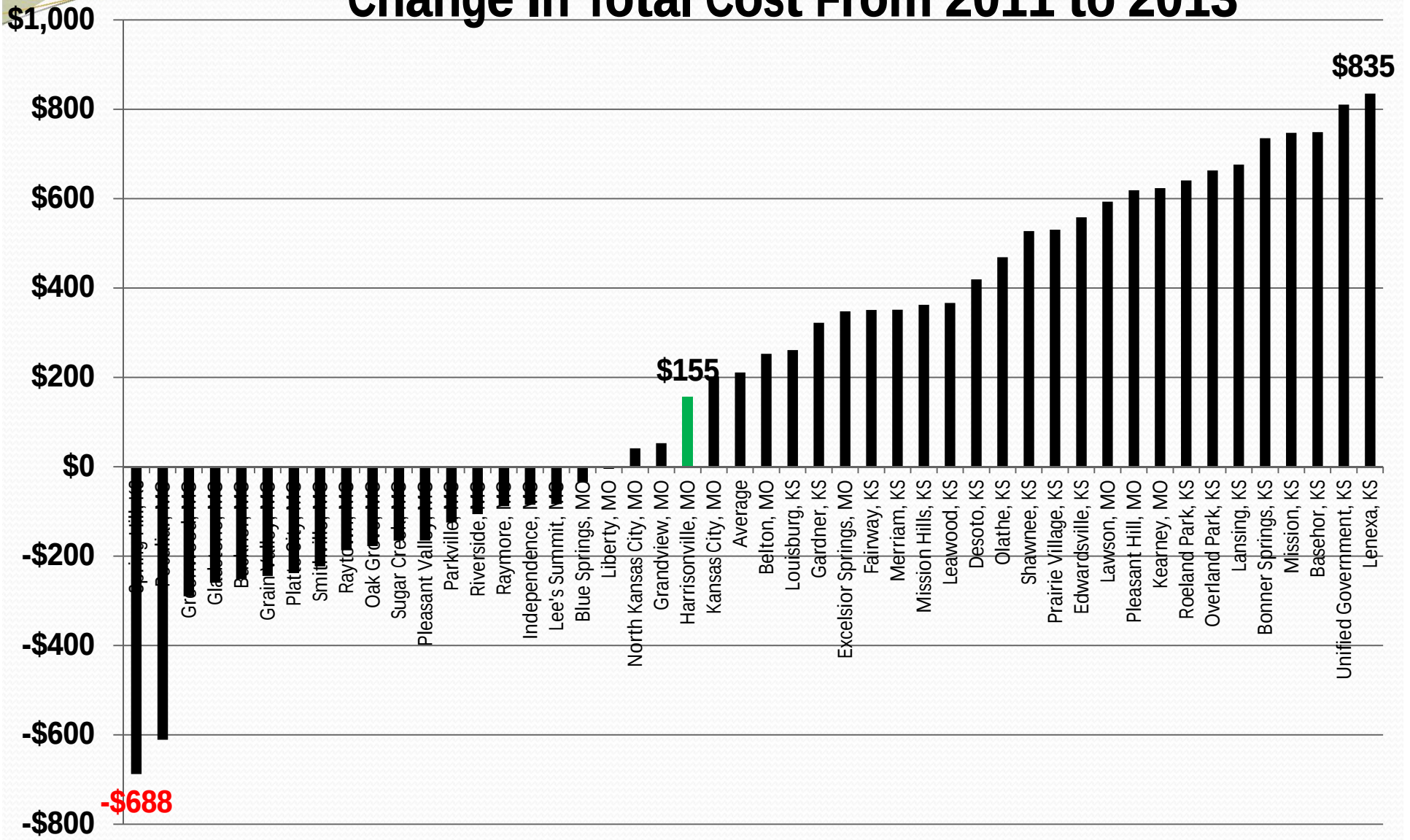
Total Single Family Cost 2011



Total Single Family Cost 2013



Change In Total Cost From 2011 to 2013



2011 to 2013 Comparison

- Harrisonville's position stayed the same for 2013 (4th most affordable out of 48)
- Harrisonville's total cost went from \$1,049 below average to \$1,104 below average (7.6% below average)
- The Metro Average Cost went up \$211 while Harrisonville's increased by only \$154 even with an additional .5% 911 sales tax and adding the 1% TDD sales tax to our total sales tax rate
- 59% (\$123) of the increase in the metro average was due to taxes increasing, Harrisonville taxes increased \$179, utilities decreased \$24
- The range from most expensive to least expensive city increased from \$3,043 to \$4,048, eliminating the top & bottom 5 reduces the range to \$1,458

Summary & Conclusion

- The comparison achieved all four of its goals
- The comparison allows us to provide residents a complete answer to their cost questions
- The comparison is not “THE” measure of performance - it is “A” measure and should be used in conjunction with your other performance measurement tools such as citizen satisfaction surveys (service quality) and productivity and effectiveness measures in developing policy
- Cost totals are very consistent for the metro.



Each City must determine their own cost goal/strategy.

Knowing how you compare to your competition is more valuable than knowing your total.

How did your cost estimate compare?

Questions?



With so much to offer, the perfect hometown is...

HARRISONVILLE!

Why live anywhere else? If you are currently commuting to work in Harrisonville or anywhere in the greater Kansas City area, we invite you to consider making a move to Harrisonville. We have the complete package, so come for a visit and see all we have to offer.



City of
Harrisonville^{est. 1836}
The Perfect Hometown



Great Quality of Life

Harrisonville is the county seat of Cass County and a perfect example of what small town living should be. Our quiet neighborhoods are well maintained and enjoy a low crime rate. The city is home to more than 20 churches and numerous civic clubs and organizations. Residents also have access to 7 parks, 2 golf courses, 4 lakes, 2 public swimming pools, and a state of the art, full service Community Center.

In addition, Harrisonville has a number of great employers, and Interstate 49 offers an easy drive to the metro for those who are employed in the city. If you're spending too much time on the road and too much of your paycheck at the gas pump, living in Harrisonville can save you time and money.

Affordable Living

Harrisonville has a wide variety of housing for every income level. If someone wants to build, more than 250 single family lots are available in five distinct subdivisions. Beyond great housing value, Harrisonville is the most affordable Missouri community in the southeast quadrant of the KC metro, with one of the lowest tax levies (sales and property taxes) and utility rates that are comparable to those paid in the city and suburbs. Shoppers can choose from a great mix of national chain retailers and independent business owners, and gasoline prices are always among the lowest in the area.



First Rate Schools

The Harrisonville school district is fully accredited by the Missouri Department of Elementary and Secondary Education and has been honored for Distinction in Performance for five of the last seven years. Approximately 2,600 students attend school in the district in grades K-12. The ratio of students to classroom teachers is 17:1. Teachers have an average of 10.2 years' experience and over 43% have their Master's Degree or higher.

Harrisonville High School is an A+ School and is accredited by the North Central Association. The graduation rate is 90%, and the Class of 2012 was eligible for \$1.8 million in scholarship monies, including \$320,000 in A+ monies. Students' ACT composite score in 2011-12 was 21.8, earning HHS a position on Ingram's top 10 area school list. High school students enjoy modern amenities, such as a 700-seat performing arts center and 3800-seat stadium with artificial turf.

On the sports side, the Wildcats are highly regarded in both boys and girls sports with a number of state championships to their credit. But, it doesn't end there. From music to theatre to student government, and even to robotics, Harrisonville students distinguish themselves every year, winning individual accolades and team awards.

Cass Career Center provides career and technical education for both high school students and adults. Eleven career and technology programs are offered along with FFA, practical nursing, and community education courses.



Outstanding Medical Care

Physicians, dentists, chiropractors, and others are available to care for you and your family during illness or injury. In addition, the city is home to the new \$59 million Cass Regional Medical Center. As a critical access hospital, CRMC maintains a 21-bed medical/surgical unit, a 4-bed intensive care unit, and a 10-bed behavioral health unit. Services include emergency care, general and specialty surgery, and nationally-recognized cardiac rehabilitation and diabetes education programs. In addition, specialists in over 20 different areas treat patients on the Cass Regional campus in either the medical center or the adjoining Rock Haven Medical Mall. The hospital offers advanced diagnostic capabilities, such as MRI, CT and PET-CT scan, digital mammography, nuclear medicine, and a nationally-accredited sleep study lab. Cass Regional Medical Center also operates a general surgery clinic and an ear, nose and throat clinic in Harrisonville.

Convenient to Everywhere

Harrisonville is located at the junction of Missouri Highways 2, 7, 291 and Interstate 49 (formerly U.S. Highway 71), giving motorists great access to anywhere! Here are some quick travel times in the immediate area:

- Belton/Raymore/Grandview – 15 minutes
- Lee's Summit/Kansas City – 20 minutes
- Johnson County, KS – 25 minutes
- KC Plaza – 35 minutes
- Downtown KC – 45 minutes



In addition, the wonderful lakes and streams of Missouri, as well as larger cities such as St. Louis, Des Moines, Omaha and Tulsa, are all within easy driving distance. If one prefers to travel by air, commercial flights are available at KCI and many types of private aircraft can land, take off and re-fuel at Lawrence Smith Memorial Airport, located south of Harrisonville and adjacent to I-49.

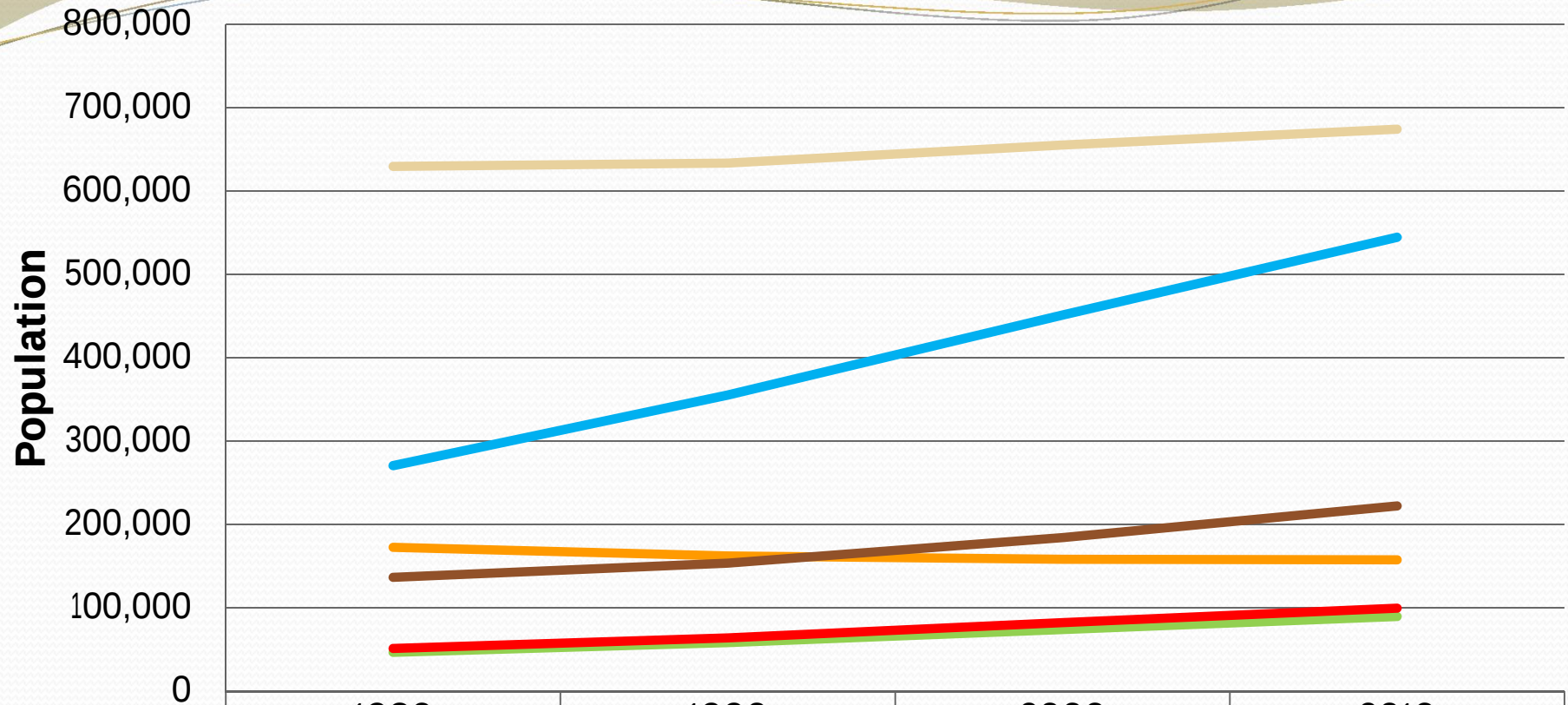
For More Information, Contact
Community Development Department

816-380-8912

Or Visit Our Website

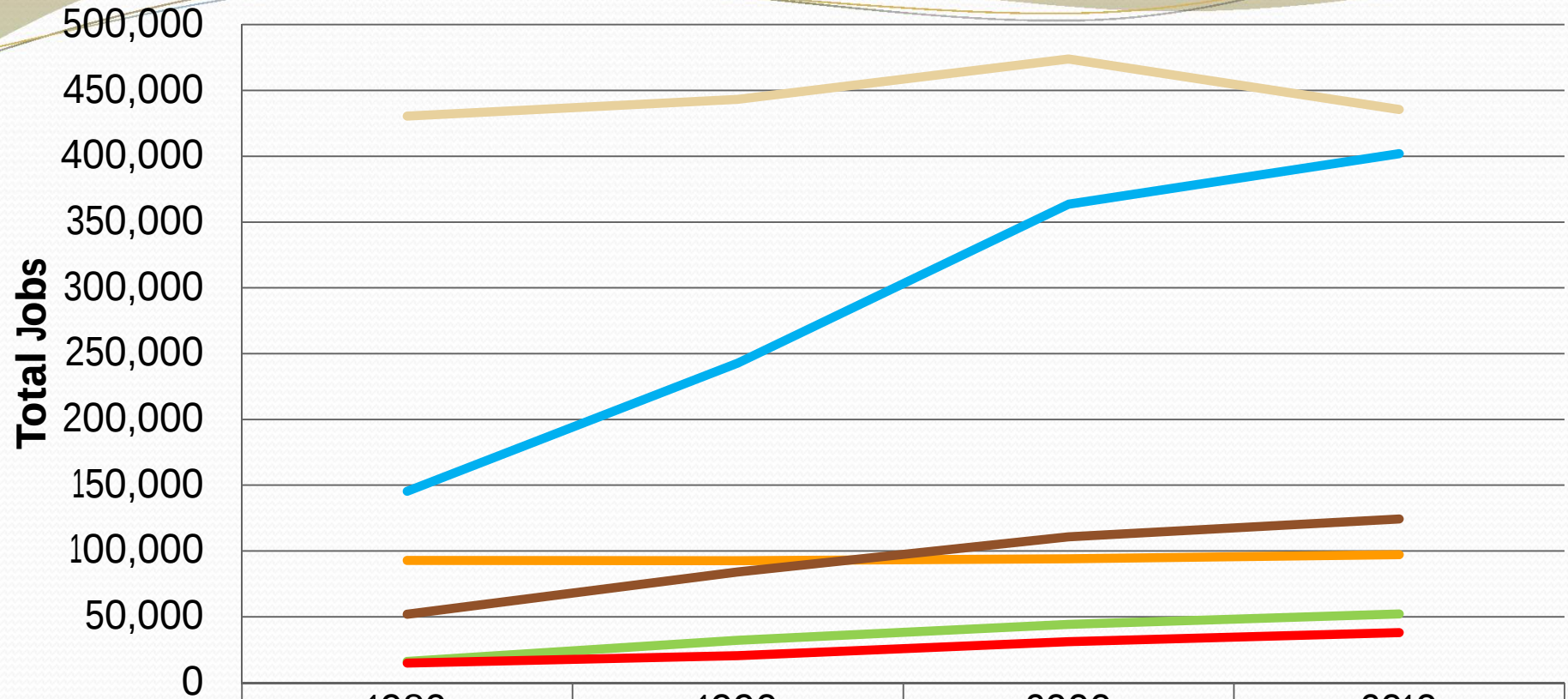
<http://ci.harrisonville.mo.us>

Population Totals by County



	1980	1990	2000	2010
Platte	46,341	57,867	73,781	89,322
Cass	51,029	63,808	82,092	99,478
Wyandotte	172,335	161,993	157,882	157,505
Clay	136,488	153,411	184,006	221,939
Johnson	270,269	355,054	451,086	544,179
Jackson	629,266	633,232	654,880	674,158

Jobs In Each County



	1980	1990	2000	2010
Platte	16,158	32,196	44,144	52,159
Cass	14,774	20,477	31,171	37,945
Wyandotte	92,876	92,567	94,186	97,249
Clay	51,993	84,056	110,779	124,337
Johnson	145,476	242,761	363,616	402,016
Jackson	430,544	443,226	473,886	435,510