



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
NOVEMBER 17, 2014
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Proclamation Honoring Donna Pfautsch for Her Service to the City and Cass County**
 - B. A Proclamation Designating November 29, 2014 as Small Business Saturday in Harrisonville**
 - C. Appointment of Julie Zorn and Re-Appointments of Walter Bruens and Chris Chiodini to the Harrisonville Planning & Zoning Commission**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Nov 3, 2014 7:00 PM**
- 6. Agenda Items**

- A. B A Y Ventures, LLC d/b/a Jimmy Johns Sales Tax Revocation
 - B. Billy R Lile d/b/a Mainstream Automotive & Performance
 - C. Special Event Permit for Christmas on the Square
 - D. Racin for Rett 5K Run Event Permit
 - E. Council Bill 090: An Ordinance Declaring the Results of the November 4, 2014 Election
 - F. Council Bill 058, Second Reading: AN ORDINANCE TO AMEND ORDINANCE NO. 3015 AND TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460, SECTION 700.470 AND SECTION 700.480 BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES, BULK WATER RATES AND SEWER SERVICES. (To be tabled until Nov. 17, 2014)
 - G. Council Bill 091: AN ORDINANCE OF THE CITY OF HARRISONVILLE ESTABLISHING A NEW RATE FOR RESIDENTIAL SOLID WASTE COLLECTION
 - H. Council Bill 092: A Resolution to Authorize the City Administrator of Harrisonville, MO to Reimburse the Partners in Progress Transportation Development District in an Amount Not to Exceed \$28,472.42 for Relocation of the Rock Haven Sewer Line.
 - I. Council Bill 093: A Resolution Authorizing the City Administrator of the City of Harrisonville, MO to enter into an agreement with Burns and McDonnell to Complete an Hydraulic Analysis in an Amount Not to Exceed \$59,937.
 - J. Council Bill 094: A Resolution Authorizing the City Administrator of Harrisonville, Missouri to Execute a Memorandum of Understanding with Cass County Professional Firefighters, Local 3112
 - K. Council Bill 095: A Resolution Authorizing the City Administrator of Harrisonville, MO to accept a One Time Payment of \$121,000 from Siemens Industry to Compensate the City for an Overstatement of Energy Savings Promised in 2011
- 7. Aldermen and Committee Reports
 - 8. Report from the City Administrator
 - 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 13th day of November 2014

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



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: November 10, 2014
SUBJECT: Proclamation for Donna Pfautsch

Type of Item: *Proclamation*

A. Action Item (ID # 1647)

A Proclamation Honoring Donna Pfautsch for Her Service to the City and Cass County

Attachments:

Donna Pfautsch (PDF)



CERTIFICATE OF APPRECIATION & GRATITUDE

DONNA PFAUTSCH

WHEREAS, Donna Pfautsch is a lifelong resident of Cass County, Missouri who has demonstrated her commitment to her community, time and time again; and

WHEREAS, Donna was a Harrisonville school teacher for many years; and

WHEREAS, Donna also served on the Harrisonville Board of Aldermen, and

WHEREAS, Donna was elected to the Missouri House of Representatives District 33 in 2012, where she has extended her service to all the constituents of her district, and

WHEREAS, Donna took a leadership role in guiding legislation through the Missouri General Assembly in 2014 that allowed a mutually beneficial agreement to be crafted between the City of Harrisonville and Central Cass County Fire Protection District,

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville, I, Mayor Kevin Wood, would like to express our deepest appreciation and gratitude to DONNA PFAUTSCH in recognition for her service that enhances the delivery of fire and emergency medical services to the Citizens and Businesses of Harrisonville and encourages the continued economic development of the community.

Kevin W. Wood, Mayor



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: November 10, 2014
SUBJECT: Proclamation - Small Business Saturday

Type of Item: *Proclamation*

B. Action Item (ID # 1648)

A Proclamation Designating November 29, 2014 as Small Business Saturday in Harrisonville

Attachments:

Small Business Saturday (PDF)



PROCLAMATION

SMALL BUSINESS SATURDAY, NOVEMBER 29, 2014

Whereas, Small Business Saturday is celebrated annually on the Saturday following Thanksgiving, and

Whereas, in only five years, Small Business Saturday has become a powerful movement, and more people are taking part than ever before, and

Whereas, Small Business Saturday is a way to celebrate the uniqueness, charm and economic impact that small businesses bring to their communities, and

Whereas, Harrisonville is home to a number of small businesses who are primed and ready to help their customers kick start the holiday shopping season,

NOW, THEREFORE, I, KEVIN WOOD, MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI do hereby proclaim Saturday, November 29, 2014, as **Small Business Saturday** in our city and encourage all residents to support their local businesses and Shop Small on this very special day.

Kevin W. Wood, Mayor



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: November 6, 2014
SUBJECT: Appointment, Reappointments to P&Z

Type of Item: *Appointment*

Mayor Wood has announced his intention to appoint Julie Zorn and to re-appoint Walter Bruens and Chris Chiodini to four-year terms on the Planning and Zoning Commission.

C. Action Item (ID # 1634)

Appointment of Julie Zorn and Re-Appointments of Walter Bruens and Chris Chiodini to the Harrisonville Planning & Zoning Commission

Attachments:

Chris Chiodini, Planning & Zoning Commission (DOCX)

Walter Bruens, Planning & Zoning Commission (DOCX)

Julie Zorn, Planning & Zoning Commission (DOCX)

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

Chris Chiodini TO THE OFFICE OF THE Planning & Zoning Commission
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 Planning & Zoning Commission.

For and during the term of 4 years ending November 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 17th day of November 2014.

Mayor

ATTEST:

City Clerk

Attachment: Chris Chiodini, Planning & Zoning Commission (1634 : Appointment, Reappointments to P&Z)

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Planning & Zoning Commission

for

Chris Chiodini

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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

Walter Bruens TO THE OFFICE OF THE Planning & Zoning Commission
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 Planning & Zoning Commission.

For and during the term of 4 years ending November 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 17th day of November 2014.

Mayor

ATTEST:

City Clerk

Attachment: Walter Bruens, Planning & Zoning Commission (1634 : Appointment, Reappointments to P&Z)

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Planning & Zoning Commission

for

Walter Bruens

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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

Julie Zorn TO THE OFFICE OF THE **Planning & Zoning 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 **Planning & Zoning Commission**.

For and during the term of 4 years ending November 2018 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 17th day of November 2014.

Mayor

ATTEST:

City Clerk

Attachment: Julie Zorn, Planning & Zoning Commission (1634 : Appointment, Reappointments to P&Z)

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Planning & Zoning Commission

for

Julie Zorn

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DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
NOVEMBER 3, 2014
7:00 PM

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

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

Others present: City Administrator Keith Moody, City Attorney Steve Mauer, Finance Director Mike Tholen, Community Development Director Rick DeLuca, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, EMS Director Larry Francis, Public Works Director Jerry Gibbs and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**

- A. **A Proclamation Designating Harrisonville as a Purple Heart City**

Mayor Wood recognized members of the Military Order of the Purple Heart and asked them to join him while he read the Purple Heart City Proclamation. Those in attendance were John Dismar, Everett Kelly and Paul Weeks. Mr. Kelly presented a plaque to the Mayor and Mr. Dismar shared what the Order of the Purple Heart represented.

4. **Public Participation**

- A. **Public Participation**

None.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Oct 20, 2014 7:00 PM

Minutes approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bret Reece, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

6. Agenda Items

A. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS

City Attorney Mauer read Council Bill 081 by title only. Mr. Moody reported there had been two prior extensions while working out a new agreement. Mr. Moody stated this extension will cover through November and allow time for operating procedures to be put in place prior to the new agreement going into effect the first of December. Mr. Moody stated approval of the new agreement was next on the agenda.

Council Bill 081 became Resolution 056.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Doug Meyer, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

B. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS

City Attorney Mauer read Council Bill 082 by title only. Mr. Moody reported CBIZ conducted a review determining the fair market value for the services that the Emergency Services Department will provide to Cass Regional Medical Center. The review was at the request of CMC and the cost was shared by both entities. CBIZ reported the City's approach determining the cost of \$164,000 was reasonable and represented fair market value. Alderman Coburn asked Director Francis if the contract was do-able and Director Francis stated it was.

Council Bill 082 became Resolution 057.

Minutes Acceptance: Minutes of Nov 3, 2014 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Morris Coburn, Board Member
SECONDER: Ivan Stull, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

C. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI EXPRESSING SUPPORT FOR THE FIVE (5) YEAR EXTENSION OF THE 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT

City Attorney Mauer read Council Bill 083 by title only. Mr. Moody reviewed that the Transportation Development District (TDD) is a separate government entity and to extend their term from twenty (20) to twenty-five (25) years they must file a petition with the circuit court. Mr. Moody explained the resolution provides the court with the City's supportive opinion on the extension. Mr. Moody explained the extension would allow for more time to accumulate the needed funding for Phase II of the project which is widening of 291 from the signal light by Wal-Mart to Waters Road. Mr. Moody also explained the TDD has been successful in securing cost share funds, District 4 Funds and STP funds and the funding needs to be used by 2018 or the money will be lost and the TDD will need to resubmit for funding consideration. There was discussion regarding new businesses coming into the district and becoming part of the TDD automatically.

Council Bill 083 became Resolution 058.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Stacey Dahlman, Board Member
SECONDER: Ivan Stull, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

D. A RESOLUTION BY THE HARRISONVILLE BOARD OF ALDERMEN SHOWING SUPPORT FOR THE CONTINUED ADDING OF FLUORIDE TO CITY WATER

City Attorney Mauer read Council Bill 084 by title only. Mr. Patterson reported the City has applied for a \$25,000 grant from the Missouri Department of Health and Senior Services and that a positive vote of the governing body is needed to be eligible for the grant. Mr. Patterson shared he contacted all dentists in town and they are all in favor on continuing to add fluoride to the drinking water. Council Bill 084 became Resolution 059.

Minutes Acceptance: Minutes of Nov 3, 2014 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marcia Milner, Board Member
SECONDER: Bret Brown, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

E. A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND MORE.NET TO PROVIDE SPACE ON THE CITY WATER TOWER FOR WIRELESS BROADBAND SERVICE

Mayor Wood asked for a motion to table this item to allow for attorneys to review the agreement.

RESULT: TABLED [UNANIMOUS]
Next: 11/17/2014 7:00 PM
MOVER: Bret Reece, Board Member
SECONDER: Doug Meyer, Board Member
AYES: Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

F. Public Hearing for RZ1406 Rezoning Application of Dr. Rebecca Morrison for Pet Vet Animal Hospital, located at 2404 E. Rock Haven Road, from A to C-2

Mayor Wood opened the public hearing and when no one came forward to speak, the public hearing was closed.

G. AN ORDINANCE TO APPROVE REZONING OF PROPERTY GENERALLY LOCATED AT 2404 E. ROCKHAVEN ROAD FROM "A" AGRICULTURE DISTRICT TO "C-2" SERVICE BUSINESS DISTRICT.

Council Bill 086 was read by City Attorney Mauer by title only. Director DeLuca reviewed the rezoning request from A to C-2 and explained this would allow for the operation of an indoor dog kennel. Mr. DeLuca also reviewed the plat and reported that staff and P & Z had positive recommendations for the rezoning and the plat. Alderman Dickerson inquired if the property was sold in the future would the buyer be able to re-plat and re-zone to which Mr. DeLuca stated they would be able to.

Alderman Meyer made the motion to suspend the rules and move Council Bill 086 to it's second reading. Alderman Milner seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dickerson, Dahlman, Stull, Brown, Meyer, Reece, Milner, and Coburn.

Nays: None

Absent: None

Abstain: None

City Attorney Mauer read Council Bill 086 for a second time by title only.

Council Bill 086 became Ordinance 3288.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

H. AN ORDINANCE TO ACCEPT THE FINAL PLAT OF PET PARADISE, A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Council Bill 087 was read by title only by City Attorney Mauer. This item was reviewed under Council Bill 086.

Alderman Dahlman made the motion to suspend the rules and move Council Bill 087 to its second reading. Alderman Meyer seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dahlman, Stull, Meyer, Coburn, Milner, Dickerson, Reece and Brown.

Nays: None.

Absent: None.

Abstain: None

Council Bill 087 was read by title only for a second time by City Attorney Mauer.

Council Bill 087 became Ordinance 3289.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

I. Public Hearing for SUP1405, Special Use Permit for Sporting Supply

Mayor Wood opened up the public hearing and with no one coming forward to speak Mayor Wood closed the hearing.

J. AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF ESTABLISHING AN INDOOR SHOOTING RANGE LOCATED AT 1700 W. MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Mauer read Council Bill 088 by title only. Mr. DeLuca reviewed the special use permit and reported this is the last item to be taken care of for the indoor shooting range. Alderman Dickerson inquired about the insurance for the business and the business owner stated it was through Stafford & Stafford.

Alderman Reece made the motion to move Council Bill 088 to its second reading. Alderman Dickerson seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Stull, Coburn, Reece, Dickerson, Dahlman, Meyer, Milner and Brown.

Nays: None

Absent: None

Abstain: None.

Council Bill 088 was read for a second time by title only by City Attorney Mauer.

Council bill 088 became Ordinance 3290

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

K. Public Hearing for SUP1408 Special Use Permit of Russell & Lynne Calvin for Rusty's Upholstery, located at 1007 W. Washington

Mayor Wood opened the public hearing, with no one coming forward to speak the public hearing was closed.

L. AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT FOR THE PURPOSE OF ESTABLISHING AN UPHOLSTERY BUSINESS LOCATED AT 1007 W. WASHINGTON IN HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Mauer read Council Bill 089 by title only. Director DeLuca reported this is to reissue the special use permit and the time limit has been removed.

Alderman Dickerson moved to suspend the rules and move Council Bill 089 to its second reading. Alderman Reece seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Brown, Coburn, Meyer, Reece, Dahlman, Stull, Dickerson and Milner.

Nays: None

Absent: None

Abstain: None

Council Bill 089 was read by title only for a second time by City Attorney Mauer.

Council Bill 089 became Ordinance 3291.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

7. Aldermen and Committee Reports

There were no reports given. All of the Aldermen encouraged everyone to get out and vote tomorrow.

8. Report from the City Administrator

Mr. Moody reported he would be updating the Board on end of the year objectives and budget.

9. Report from the Mayor

Mayor Wood reported he attended the Chamber of Commerce open house and how exciting it is to have them on the square. Mayor Wood also noted he has heard many good comments regarding the Trunk-r-Treat event. It was also reported that the Mayor's Christmas Tree Lighting is scheduled for December 6 on the courthouse lawn.

10. Questions from the Media

No questions.

11. Adjourn to Executive Session

Alderman Meyer moved to adjourn to executive session for the purpose of section 610.021 (3), Personnel Actions. Alderman Reece seconded the motion, and it was approved by the following roll call vote:

Ayes: Aldermen Meyer, Dahlman, Coburn, Milner, Dickerson, Reece, Stull, and Brown

Nays: None

Absent: None.

Abstain: None

Adjourned to executive session at 7:36p.m.

Reconvened to regular session at 8:05 p.m.

12. Adjourn From Regular Session

Alderman Coburn moved to adjourn. Alderman Dahlman seconded the motion and it was approved by all with a voice vote. The meeting adjourned at 8:05 PM.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Nov 3, 2014 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: November 13, 2014
SUBJECT: B A Y Ventures, LLC d/b/a Jimmy Johns Sales Tax Revocation

Type of Item: *Approval*

Background: A sales tax revocation notice has been received from the State of Missouri for B A Y Ventures, LLC d/b/a Jimmy Johns. The Board of Aldermen approved Ordinance 3258 to amend the City's revocation process and allow the opportunity for a business who is delinquent in their sales tax to remain open. The ordinance sets forth that the hearing is set by the City and the business owner shall be given, in writing, the date, time and place. A copy of Ordinance 3258 is attached.

Review: The City has been in contact with the Department of Revenue and due to confidentiality, they are unable to verify how much sales tax is due or how far back the delinquency goes. They are also unable to provide information to us whether B A Y Ventures is making an attempt to resolve the situation. This is the fifth (5th) sales tax license revocation that the City has received for this business in four years. At the May 19, 2014 Board meeting, a sales tax revocation notice was on the agenda but withdrawn as the issue had been resolved. As of this writing, a representative from B A Y Ventures has not been in contact with the City. The item has been scheduled for Board consideration in order that the business has the opportunity to appeal to the Board (per City Code) prior to staff taking action to suspend their business license and cause the business to be closed.

A. Action Item (ID # 1654)

B A Y Ventures, LLC d/b/a Jimmy Johns Sales Tax Revocation

Attachments:

Jimmy Johns Sales Tax License Revocation-2 (PDF)



City of

Harrisonville

est.
1836

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

November 5, 2014

Bay Ventures, LLC
d/b/a Jimmy Johns
301 S Commercial St
Harrisonville, MO 64701

Re: A Suspension Hearing has been set before the Board of Aldermen, due to Revocation Notice from State of Missouri Notice Number: **201400905250561**
Mike Yarbrough.

The City of Harrisonville has received a sales tax license revocation notice from the State of Missouri due to delinquent payment of sales tax collected by (B A Y Ventures, LLC, d/b/a Jimmy Johns, 301 S Commercial St, Harrisonville, MO 64701)

A Business License Suspension hearing has been set for **11/17/2014 at 7:00pm** in council chambers before the Board of Aldermen of the City of Harrisonville, MO at 300 E Pearl St, Harrisonville, MO. **Mike Yarbrough** will need to bring proof showing that he/she is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. If the dispute has been resolved a State of Missouri No Tax Due Letter should be presented.

The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Aldermen (Ordinance 3258 Amend section 605.90 of the Harrisonville, Missouri Code or Ordinances).

You may contact the Department of Revenue in Jefferson City. All questions you may have regarding the delinquent taxes should be directed to them. The phone number for the main office in Jefferson City is 1-573-526-5102.

If you have any questions concerning the hearing you may contact the City Collector at 816-380-8908.

Sincerely,

Donna Crow
City Collector
City of Harrisonville, MO
cc Attached letter

Attachment: Jimmy Johns Sales Tax License Revocation-2 (1654 : B A Y Ventures, LLC d/b/a Jimmy Johns Sales Tax Revocation)



MISSOURI DEPARTMENT OF REVENUE
PO BOX 1646
JEFFERSON CITY MO 65105-1646
(573) 526-5102

6.A.a

FORM P601 (Rev 02-14)	Date OCTOBER 31, 2014
	MO Tax ID Number 20879202

REVOCATION NOTICE

RECEIVED
NOV - 5 2014
CITY OF HARRISONVILLE

CITY CLERK
PO BOX 367
HARRISONVILLE MO 64701

Notice Number: **201400905250561**

PHONE
(573) 526-5102

The Missouri Department of Revenue is hereby notifying you that the Missouri sales tax license, previously issued to the debtor named below, has been revoked. The debtor is delinquent in the payment of tax as required to be paid under Chapters 143, 144, 66, 67, 70, 92, 94, 190, 238, 321, and 644, RSMo.

Name of Debtor(s): **B A Y VENTURES LLC**

Business Name: **JIMMY JOHNS**

Property Location: **301 S COMMERCIAL HARRISONVILLE MO**

Section 144.083.2, RSMo, states:

"The possession of a retail sales license and a statement from the department of revenue that the licensee owes no tax due under sections 144.010 to 144.510 or sections 143.191 to 143.261 shall be a prerequisite to the issuance or renewal of any city or county occupation license or any state license which is required for conducting any business where goods are sold at retail. The date of issuance on the statement that the licensee owes no tax due shall be no more than ninety days before the date of submission for application or renewal of the local license. The revocation of a retailer's license by the director shall render the occupational license or the state license null and void.

Therefore, the Department of Revenue requests that you inform the above individual that his occupational and/or merchants license is null and void, and note this on your records. If your ordinance provides you with authority to close a business that does not have a valid license, we request that you do so.

Attachment: Jimmy Johns Sales Tax License Revocation-2 (1654 : B A Y Ventures, LLC d/b/a Jimmy Johns Sales Tax Revocation)

Council Bill 081- 13

Ordinance 3258

AN ORDINANCE TO AMEND SECTION 605.090 OF THE HARRISONVILLE, MISSOURI MUNICIPAL CODE OF ORDINANCES, REVOCATION OF BUSINESS LICENSE

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri desire to amend Chapter 605.090 regarding the revocation of business licenses.; and

WHEREAS, such revocations have been governed by Chapter 605, Section 605.090; and

WHEREAS, the City desires to establish a procedure for suspending and revoking these licenses; and

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

SECTION ONE: That Section 605.090 shall read as follows:

SECTION 605.090: PENALTIES

- A. Non-Compliance Or Violation A Misdemeanor. In addition to any other penalties prescribed under this Chapter or any related Chapters, any failure to comply with or any violation of any provision of this Chapter shall be a misdemeanor and shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or non-compliance shall continue shall constitute a separate offense.
- B. Suspension Or Revocation. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension or revocation of such license. The suspension or revocation as provided under this Section shall be in addition to any other penalties prescribed under this Chapter.
 1. Suspension.
 - a. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension by the Board of Aldermen.
 - b. Notice of the hearing for suspension of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said suspension. All decisions of the Board of Aldermen following the hearing shall be final.
 - c. The City can toll the suspension of a business license, upon the licensee or

applicant's request and in the event the licensee or applicant makes a good faith showing that he/she is disputing the taxes at issue or is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Alderman.

- d. No suspension shall last for longer than 90 days.

2. Revocation.

- a. After any 60 day consecutive period that a licensee or applicant's business license has been suspended as a result of a violation of this Chapter, may be cause for revocation of such license by the Board of Aldermen.
- b. Any failure to comply with or any violation of any provision of this Chapter may be cause for revocation of such license by the Board of Aldermen upon its own recommendation or the recommendation of the City Administrator for any of the following causes:
 - 1. Fraud, misrepresentation or false statement contained in the application for license;
 - 2. Fraud, misrepresentation or false statement made in the course of carrying on his/her business within the City of Harrisonville;
 - 3. Any violation of this Chapter;
 - 4. Failure to pay sales tax or in any way allowing the sales tax for the business to become delinquent;
 - 4. Conviction of any crime or misdemeanor involving moral turpitude; or
 - 5. Conducting of business in an unlawful manner so as to constitute a breach of the peace or menace to health, safety or general welfare of the public.
- c. Notice of the hearing for revocation of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said revocation. All decisions of the Board of Alderman following the hearing shall be final.

- C. Unlawful Continuation-Further Remedies Authorized. In the event any business, trade, occupation or service occupation which is required to obtain an annual license under this Chapter continues to operate after having received written notice of failure to obtain such license or in the event any business, trade, occupation or service occupation continues to

operate following suspension or revocation of such license pursuant to Subsection 605.090(B) hereof, the City Administrator, the City Clerk, the Board of Aldermen, the Mayor, or any other official authorized to enforce City license ordinances may seek injunctive relief from the Circuit Court or order of the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of an injunction or order by a court of competent jurisdiction, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided for by this Subsection (C) shall be in addition to all other costs and penalties prescribed under this Chapter.

SECTION TWO: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Governing Body would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION THREE: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

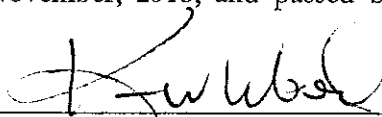
Ayes: Aldermen Meyer, Coburn, Milner, Dickerson, Reese, Stull and Mollenhour

Nays: None

Absent: Alderman Dahlman

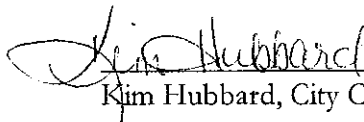
Abstain: None

Read two times by title only on the 4th day of November, 2013, and passed by the Board of Aldermen this 4th day of November, 2013.



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

ATTEST:



Kim Hubbard, City Clerk

APPROVED by the Mayor this 4th day of November, 2013



TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: November 13, 2014
SUBJECT: Billy R Lile d/b/a Mainstream Automotive & Performance

Type of Item: *Approval*

Background: A sales tax revocation notice has been received from the State of Missouri for Billy R Lile d/b/a Mainstream Automotive & Performance. The Board of Aldermen approved Ordinance 3258 to amend the City's revocation process and allow the opportunity for a business who is delinquent in their sales tax to remain open. The ordinance sets forth that the hearing is set by the City and the business owner shall be given, in writing, the date, time and place. A copy of Ordinance 3258 is attached.

Review: Due to confidentiality the Department of Revenue is unable to verify how much sales tax is due or how far back the delinquency goes. They are also unable to provide information to us whether the business is making an attempt to resolve the situation. This item has been scheduled for Board consideration in order that the business has the opportunity to appeal to the Board (per City Code) prior to staff taking action to suspend their business license and cause the business to be closed.

B. Action Item (ID # 1655)

Billy R Lile d/b/a Mainstream Automotive & Performance

Attachments:

Mainstream Automotive (PDF)



300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

November 12, 2014

Billy R Lile
Mainstream Automotive & Performance
1901 N Commercial St Ste A
Harrisonville, MO 647014

Re: A Suspension Hearing has been set before the Board of Aldermen, due to Revocation Notice from State of Missouri Notice Number: 201414905000199
Billy R Lile, Mainstream Automotive & Performance

The City of Harrisonville has received a sales tax license revocation notice from the State of Missouri due to delinquent payment of sales tax collected by Mainstream Automotive & performance.

A Business License Suspension hearing has been set for November 17, 2014 at 7:00pm in council chambers before the Board of Aldermen of the City of Harrisonville, MO at 300 E Pearl St, Harrisonville, MO. Billy R Lile will need to bring proof showing that he/she is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. If the dispute has been resolved a State of Missouri No Tax Due Letter should be presented.

The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Aldermen (Ordinance 3258 Amend section 605.90 of the Harrisonville, Missouri Code or Ordinances).

You may contact the Department of Revenue in Jefferson City. All questions you may have regarding the delinquent taxes should be directed to them. The phone number for the main office in Jefferson City is 1-573-526-5102.

If you have any questions concerning the hearing you may contact the City Collector at 816-380-8908.

Sincerely,

Donna Crow
City Collector
City of Harrisonville, MO
cc Attached copy Revocation Notice

Attachment: Mainstream Automotive (1655 : Billy R Lile d/b/a Mainstream Automotive & Performance)



MISSOURI DEPARTMENT OF REVENUE
PO BOX 1646
JEFFERSON CITY MO 65105-1646
(573) 526-5102

REVOCATION NOTICE

FORM P601 (Rev 02-14)	Date NOVEMBER 07, 2014
	MO Tax ID Number 20989067

Notice Number: **201414905000199**

CITY CLERK
PO BOX 367
HARRISONVILLE MO 64701

RECEIVED
NOV 12 2014
CITY OF HARRISONVILLE

PHONE
(573) 526-5102

573-751-9268 - Not Paid

The Missouri Department of Revenue is hereby notifying you that the Missouri sales tax license, previously issued to the debtor named below, has been revoked. The debtor is delinquent in the payment of tax as required to be paid under Chapters 143, 144, 66, 67, 70, 92, 94, 190, 238, 321, and 644, RSMo.

Name of Debtor(s): **LILE BILLY R**

Business Name: **MAINSTREAM AUTOMOTIVE & PERFORMANCE**

Property Location: **1901 A NORTH COMMERCIAL HARRISONVILLE MO**

Section 144.083.2, RSMo, states:

"The possession of a retail sales license and a statement from the department of revenue that the licensee owes no tax due under sections 144.010 to 144.510 or sections 143.191 to 143.261 shall be a prerequisite to the issuance or renewal of any city or county occupation license or any state license which is required for conducting any business where goods are sold at retail. The date of issuance on the statement that the licensee owes no tax due shall be no more than ninety days before the date of submission for application or renewal of the local license. The revocation of a retailer's license by the director shall render the occupational license or the state license null and void.

Therefore, the Department of Revenue requests that you inform the above individual that his occupational and/or merchants license is null and void, and note this on your records. If your ordinance provides you with authority to close a business that does not have a valid license, we request that you do so.

Attachment: Mainstream Automotive (1655 : Billy R Lile d/b/a Mainstream Automotive & Performance)

Council Bill 081- 13

Ordinance 3258

AN ORDINANCE TO AMEND SECTION 605.090 OF THE HARRISONVILLE, MISSOURI MUNICIPAL CODE OF ORDINANCES, REVOCATION OF BUSINESS LICENSE

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri desire to amend Chapter 605.090 regarding the revocation of business licenses.; and

WHEREAS, such revocations have been governed by Chapter 605, Section 605.090; and

WHEREAS, the City desires to establish a procedure for suspending and revoking these licenses; and

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

SECTION ONE: That Section 605.090 shall read as follows:

SECTION 605.090: PENALTIES

- A. Non-Compliance Or Violation A Misdemeanor. In addition to any other penalties prescribed under this Chapter or any related Chapters, any failure to comply with or any violation of any provision of this Chapter shall be a misdemeanor and shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or non-compliance shall continue shall constitute a separate offense.
- B. Suspension Or Revocation. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension or revocation of such license. The suspension or revocation as provided under this Section shall be in addition to any other penalties prescribed under this Chapter.
 1. Suspension.
 - a. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension by the Board of Aldermen.
 - b. Notice of the hearing for suspension of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said suspension. All decisions of the Board of Aldermen following the hearing shall be final.
 - c. The City can toll the suspension of a business license, upon the licensee or

applicant's request and in the event the licensee or applicant makes a good faith showing that he/she is disputing the taxes at issue or is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Alderman.

- d. No suspension shall last for longer than 90 days.

2. Revocation.

- a. After any 60 day consecutive period that a licensee or applicant's business license has been suspended as a result of a violation of this Chapter, may be cause for revocation of such license by the Board of Aldermen.
- b. Any failure to comply with or any violation of any provision of this Chapter may be cause for revocation of such license by the Board of Aldermen upon its own recommendation or the recommendation of the City Administrator for any of the following causes:
 - 1. Fraud, misrepresentation or false statement contained in the application for license;
 - 2. Fraud, misrepresentation or false statement made in the course of carrying on his/her business within the City of Harrisonville;
 - 3. Any violation of this Chapter;
 - 4. Failure to pay sales tax or in any way allowing the sales tax for the business to become delinquent;
 - 4. Conviction of any crime or misdemeanor involving moral turpitude; or
 - 5. Conducting of business in an unlawful manner so as to constitute a breach of the peace or menace to health, safety or general welfare of the public.
- c. Notice of the hearing for revocation of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said revocation. All decisions of the Board of Alderman following the hearing shall be final.

- C. Unlawful Continuation-Further Remedies Authorized. In the event any business, trade, occupation or service occupation which is required to obtain an annual license under this Chapter continues to operate after having received written notice of failure to obtain such license or in the event any business, trade, occupation or service occupation continues to

operate following suspension or revocation of such license pursuant to Subsection 605.090(B) hereof, the City Administrator, the City Clerk, the Board of Aldermen, the Mayor, or any other official authorized to enforce City license ordinances may seek injunctive relief from the Circuit Court or order of the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of an injunction or order by a court of competent jurisdiction, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided for by this Subsection (C) shall be in addition to all other costs and penalties prescribed under this Chapter.

SECTION TWO: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Governing Body would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION THREE: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

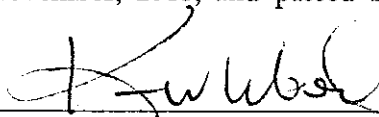
Ayes: Aldermen Meyer, Coburn, Milner, Dickerson, Reese, Stull and Mollenhour

Nays: None

Absent: Alderman Dahlman

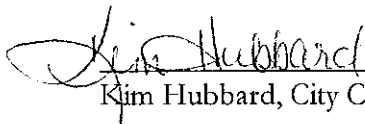
Abstain: None

Read two times by title only on the 4th day of November, 2013, and passed by the Board of Aldermen this 4th day of November, 2013.



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

ATTEST:



Kim Hubbard, City Clerk

APPROVED by the Mayor this 4th day of November, 2013



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: November 13, 2014
SUBJECT: Special Event Permit -- Christmas on the Square

Type of Item: *Approval*

Background: The new Love the Harrisonville Square group is planning to revive the Christmas on the Square event and hold it on Saturday, December 6. They have asked that the Mayor's Christmas Tree Lighting move up to the square where it will serve as the centerpiece of the evening's activities. The county has graciously agreed to host the tree on the courthouse lawn and has indicated they will allow it to be plugged into their electrical receptacles.

In addition to the Mayor's Christmas Tree, the County hopes to light the courthouse again this year, and the Love the Square organization is raising funds to outline the buildings on at least two sides of the square in lights. The city has also purchased decorations for the light poles on the square. So the square will once again have a festive holiday air as the season gets underway.

The timetable for the evening is as follows:

4:30 p.m. - Shops on the square, i.e. Joni's, Royal Relic, Rae's, and Garden Gate, have agreed to be open for business and to greet customers. The Harrisonville Chamber of Commerce will also be open. Organizers currently continue their efforts to convince other professional offices to do the same. Refreshments will be served at each, at the owner's discretion.

5-6:30 p.m. - People may stroll around the square at their leisure and view the decorated windows in the Historical Society's new window decorating contest.

5-7 p.m. - Chili Supper and Silent Auction of Decorated Christmas Trees at the Chamber offices.

5:30 p.m. - Mayor's Christmas Tree Lighting featuring carolers from local churches, a reading of the Christmas story, and a visit from Santa.

6 -8 p.m. - St. Peter's Episcopal Church Holiday Open House, 400 W. Wall

6:15 p.m. - First Christian Church Live Nativity opens in the church parking lot.

6:30 p.m. - Doors Open for Fashion Show, 102 S. Independence, benefiting Bright Futures.

6:45 p.m. - Winners announced for Window Decorating Contest and Christmas Tree Silent Auction

7 p.m.-Fashion Show

The organizers hope to have an audience of 50-100 people at the Christmas Tree Lighting itself.

For the safety of pedestrians and visitors to the area, the group asks that the square be blocked to traffic. In addition, since food and/or drink will be served in several places, they ask that additional trash receptacles be placed at corners.

They also ask that the city cover this event under its liability insurance.

Recommendation: Because this represents another step forward in preserving and restoring the square as a key destination in our city, I ask that you grant their request for this special event permit.

C. Action Item (ID # 1652)

Special Event Permit for Christmas on the Square

Attachments:

2014 CoSq SEP (PDF)

SPECIAL EVENTS APPLICATION

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

1. Organization: LOVE the HARRISONVILLE SQUARE
2. Name of Applicant: Scott Hansen
 Address: 104 S INDEPENDENCE
 Phone: 816-550-6866 Cell: _____
3. Purpose of Event: CHRISTMAS on the SQUARE +
MAYOR'S CHRISTMAS TREE LIGHTING
4. Proposed date(s) and time(s) of Event: _____
DEC. 6, 4-10 p.m.
5. Location(s) where event will be held: Around the Court-
house Sq.
6. Anticipated crowd size: 50-100
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☒ Street or parking lot clean up
8. Any additional information: PLEASE SEE attached
staff report for additional info.

APPROVED this _____ day of _____, 20 _____.

 Chief of Police

 City Clerk

Attachment: 2014 CoSq SEP (1652 : Special Event Permit -- Christmas on the Square)



TO: Board of Aldermen
FROM: John Hofer, Director
DATE: November 12, 2014
SUBJECT: Racin for Rett 5K Run Event Permit

Type of Item: *Approval*

Racin for Rett 5K Run Event Permit
 scheduled for May 30, 2015 from 9:00 am to 10:30 am.

Background: The applicant, Angela Cunningham has requested a special event permit to host a 5K run in Harrisonville. This is the first year for this event however several other similar events are held annually with no noted complaints or concerns. This event will be a fundraiser for Rett Syndrome research. The Police Department will provide a police escort for the event. A marked patrol unit, from on duty personnel, will lead the runners during this event so there is no cost for city services.

The proposed route is as follows: Begin at City Park at the amphitheater, west on Ash, south on Independence, west on Pearl, east on Wall, north on Wirt, east on Pearl, north on Price, west at Elm, north at Halsey, east on Patton, west on Ash north on King, south on Parkridge, west on Ash, north on Sunny Swim back to the amphitheater. There is no cost for the requested City services and the required insurance will be provided once approved.

Recommendation: With no noted complaints or concerns associated with other similar events I would recommend approval for this event as long as all state laws and city ordinances are followed.

D. Action Item (ID # 1651)

Racin for Rett 5K Run Event Permit

Attachments:

Rett (PDF)

SPECIAL EVENTS APPLICATION

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

1. Organization: Racin' For Rett
2. Name of Applicant: Angela Cunningham
Address: 2103 Continental Avenue Harrisonville
Phone: _____ Cell: 816-666-7662
3. Purpose of Event: 5K- Raise money for research for Rett Syndrome
4. Proposed date(s) and time(s) of Event: May 30, 9am - 1030 am
5. Location(s) where event will be held: Begin at City Park, right on ash, left on Independence, right at pearl, left on wall, left at wirt, right at pearl, left at price, left at elm, right on halse, right at patton, left on ash, right on King, left on parkridge.
6. Anticipated crowd size: 150 right at ash, right on su
sw
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: Race will begin at 9am following the proposed route. Requesting traffic control to assist runners/walkers through the route safely.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Rett (1651 : Racin for Rett 5K Run Event Permit)

We will begin our Racin' For Rett Event at the Amphitheater in the City Park with Runners starting at 9am and Walkers starting at 9:15am. We are requesting Traffic Control and Barricades for the safety of the participants. As the runners and walkers go through each area of the course, we will have a volunteer in the back letting the authorities know that it is clear to remove the barricades. We estimate that the whole 5K will last an hour and a half at the most.

Thank you.



TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: November 13, 2014
SUBJECT: Declaring the Results of the November 4 Election

Type of Item: *Approval*

A copy of the vote count from the November 4 election is attached for your review and approval.

Council Bill No. 090**Ordinance No.****An Ordinance Declaring the Results of the November 4, 2014 Election**

WHEREAS, on November 4, 2014, a special election was held within the City of Harrisonville to vote on a question; and

WHEREAS, the results have been certified to the City of Harrisonville by Janet Burlingame, Cass County Clerk/Election Authority;

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

Section 1: That it is hereby found and declared that the vote on Question No. 1,

“Shall the City of Harrisonville, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$7,000,000 for the purpose of extending and improving the combined waterworks and sewerage system of said city, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on the combined waterworks and sewerage system revenue bonds to be payable solely from the revenues derived by said city from the operation of its combined waterworks and sewerage system?”

Yes - 1,255

No - 983

It is hereby declared that Question No. 1 *passed*.

Section 2: That it is hereby found and declared that notice of said election was duly given by publication in the manner provided by law, and that said election was held and conducted in all respects and conformity with the Constitution and laws of the State of Missouri.

Section 3: That this ordinance shall become effective immediately upon its passage and approval.

Roll Call Vote:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on November 17, 2014 and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 17th day of November 2014.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 17th day of November, 2014.

CERTIFICATION OF ELECTION RESULTS-
BY COUNTY CLERK

November 12, 2014
Date:

Kim Hubbard, City Clerk
TO: _____ of the _____ City of Harrisonville

General

The following is an Official Certificate of Election Results of the _____
#11, #12, #13, #14 & Absentees

Election held at Precinct's _____,

Cass County, Missouri, on _____, 20____, November 4, 14

We hereby certify that the:

City of Harrisonville -

Question : (Shall the City issue revenue bonds in the amount of \$7,000,000, etc.?)

Yes _____ Received _____ Votes 1,255

No _____ Received _____ Votes 983

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

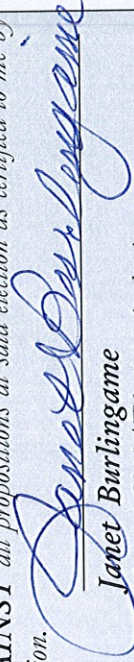
_____ Received _____ Votes

_____ Received _____ Votes

_____ Received _____ Votes

CERTIFICATE OF ELECTION RESULTS

I, Janet Burlingame, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.


Janet Burlingame
County Clerk/Election Authority
Cass County, Missouri



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: August 28, 2014
SUBJECT: Water/Sewer Rates for 2015

Type of Item: *Approval*

Attached is the ordinance to set new water and sewer rates for 2015.

Council Bill No. 058, Second Reading

Ordinance No.

**AN ORDINANCE TO AMEND ORDINANCE NO. 3015 AND TO AMEND THE
CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS:
CHAPTER 700, SECTION 700.460, SECTION 700.470 AND SECTION 700.480
BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES,
BULK WATER RATES AND SEWER SERVICES. (To be tabled until Nov. 17,
2014)**

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

Section 1: That the following described water rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.460 A., Rates Adopted, by the deletion of the old rates and the adoption of the following new rates. All other portions of this Section not set out herein shall remain unchanged.

Section 700.460: Water Rates

1. Commercial.

- a. For the first 1,000 gallons a rate of \$13.40
- b. For all in excess of 1,000 gallons a rate of \$ 0.8550 per 100 gallons or fraction thereof.

2. Residential.

- a. For the first 1,000 gallons a rate of \$13.40.
- b. For all in excess of 1,000 gallons a rate of \$ 0.8550 per 100 gallons or fraction thereof.

Section 2: That the following described sewer rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.480 B, Basic Sewer Service Charge, by the deletion of the old rates and the adoption of the following new rates. All other portions of this Section not set out herein shall remain unchanged.

1. Commercial:

- a. \$10.45 for the first 1,000 gallons
- b. For all in excess of 1,000 gallons \$ 0.680 per 100 gal.

2. Residential:

- a. \$10.45 for the first 1,000 gallons
- b. For all in excess of 1,000 gallons \$ 0.680 per 100 gal.

Section 3: That this ordinance shall become effective for all billings due on or after January 1, 2015.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 2nd day of September 2014. Read for the second time by title only on the 22nd day of September 2014 and tabled until Nov. 17, 2014.

Kevin W. Wood, Mayor & Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

MEMO TO: Mayor and Aldermen

FROM: Keith Moody, City Administrator

DATE: August 11, 2014

SUBJECT: Water-Sewer-Refuse User Fee Analysis for 2015

Water & Sewer Rate Analysis: Attached is the updated rate analysis initially developed by Larkin and Associates for the City in 2010. We update the information each year adding the most recent year actual costs and revenues as well as adding the current year budget and 5 year CIP numbers. The capital planning information is based on issuing \$9.5 million in bonds to fund water improvements in 2015. The rate analysis anticipates implementing the water rate increase necessary to repaying these bonds during 2015 and 2016. The result is a \$6.60/month increase in 2015 for an average monthly water bill (assuming 4,000 gallons of water used) and a \$7.80/month increase in 2016. A minimal increase in the sewer user fee of \$.05 per 1,000 gallons is also reflected. An 11% increase is projected in the water/sewer bill for an average resident in both 2015 and 2016. A \$.05 increase in water and sewer rates continues from 2017 through 2020. This would increase the average residential monthly water/sewer bill \$.40 per month. Planning for these minor increases will allow us to continue our practice of funding capital investment out of reserves vs. barrowing, which is reflected in Table III.2- Capital Improvement Plan.

As we proceed through the design and bidding for the water plant/lake improvements over the next year we will fine tune the assumptions contained in the analysis. This will be reflected in the 2016 analysis/budget.

For 2015 we recommend the following rates:

	Current	Proposed
Sewer Rate for first 1,000 gallons of water	\$10.40	\$10.45
Sewer Rate for Each Additional 1,000 gallons	\$6.75	\$6.80
Water Rate for first 1,000 gallons of water	\$11.15	\$13.40
Water Rate for Each Additional 1,000 gallons	\$7.10	\$8.55

Refuse Rate Analysis: The contract in place with Town and Country disposal remains in place as long as they do not propose a rate increase; we have received confirmation from Town and County that they do not plan to increase rates for 2015. The City has funded the cost of the Citywide Clean Up events held each year out of the General Fund in the past. This is clearly a solid waste service and should be funded through solid waste user fees. The cost of these events is \$10,000 per year. A \$.25 increase in the monthly residential refuse charge would generate \$10,000 annually. Per the 2013 Cost of Living Comparison, Harrisonville's current charge of \$12.25 puts us 7th most affordable and 20% below average. Increasing the fee to \$12.50 would put us 8th most affordable and 18% below average. For 2015 we recommend setting the rate at \$12.50 per month.

Water System Balance Sheet Proposed Rates and Income

Last Updated: 8-6-14 KM

Page 1 of 2

Sewer Rates											
City Sewer Rates per Month	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
First 1,000 gallons	\$10.63	\$10.36	\$10.36	\$10.36	\$10.40	\$10.45	\$10.50	\$10.55	\$10.60	\$10.65	\$10.70
Each Additional 1,000 gallons	\$6.88	\$6.7070	\$6.7070	\$6.7070	\$6.75	\$6.80	\$6.85	\$6.90	\$6.95	\$7.00	\$7.05
Avg. 4,000 gallon monthly bill	\$31.27	\$30.48	\$30.48	\$30.48	\$30.65	\$30.85	\$31.05	\$31.25	\$31.45	\$31.65	\$31.85
4,000 gallon monthly bill, avg. change	0.00%	-2.53%	0.00%	0.00%	0.56%	0.65%	0.65%	0.64%	0.64%	0.64%	0.63%
Increase in monthly bill						\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Water Rates											
City Water Rates per Month	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
First 1,000 gallons	\$11.41	\$11.12	\$11.12	\$11.12	\$11.15	\$13.40	\$16.10	\$16.15	\$16.20	\$16.25	\$16.30
Each Additional 1,000 gallons	\$7.2360	\$7.0550	\$7.0550	\$7.0550	\$7.10	\$8.55	\$10.25	\$10.30	\$10.35	\$10.40	\$10.4500
Bulk Sales	\$0.6482	\$0.7143	\$0.7143	\$0.7143	\$0.7143	\$0.7143	\$0.7143	\$0.7143	\$0.7143	\$0.7143	\$0.7143
Avg. 4,000 gallon monthly bill	\$33.12	\$32.29	\$32.29	\$32.29	\$32.45	\$39.05	\$46.85	\$47.05	\$47.25	\$47.45	\$47.65
4,000 gallon monthly bill, avg. change	0.00%	-2.51%	0.00%	0.00%	0.50%	20.34%	19.97%	0.43%	0.43%	0.42%	0.42%
Wholesale Sales (First 1,000 gallons)	\$11.4100	\$11.12	\$11.12	\$11.12	\$11.15	\$13.40	\$16.10	\$16.15	\$16.20	\$16.25	\$16.30
Wholesale Sales (1,000+ gallons)	\$7.2360	\$7.06	\$7.06	\$7.06	\$7.10	\$8.55	\$10.25	\$10.30	\$10.35	\$10.40	\$10.45
Reconnection Fee	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Increase in monthly bill						\$6.60	\$7.80	\$0.20	\$0.20	\$0.20	\$0.20
		Unaccounted for Water loss:	10.00%			\$6.80	\$8.00				
		Estimated Growth in Water Sales	1.25%	Change in Water/Sewer Bill:		11%	11%				
Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Number of Connections *	3,984	3,966	3,941	3,957	3,996	4,036	4,077	4,117	4,158	4,200	4,242
Total Water Demand (Gallons)	318,070,718	317,704,000	344,026,780	318,713,527	321,900,662	325,119,669	328,370,866	331,654,574	334,971,120	338,320,831	341,704,039
Water Treatment Plant Finished Water	371,798,000	387,973,000	382,519,000	350,814,000	354,322,140	357,865,361	361,444,015	365,058,455	368,709,040	372,396,130	376,120,091
Wholesale Water Sales	0	0	0	0	0	0	0	0	0	0	0
Bulk Water Sales	166,000	166,000	0	0	0	0	0	0	0	0	0
Purchased Water	0	0	0	0	0	0	0	0	0	0	0
Total Water Sales (\$)	\$ 2,503,657	\$ 2,437,783	\$ 2,619,677	\$ 2,441,530	\$ 2,479,712	\$ 3,014,680	\$ 3,651,976	\$ 3,705,078	\$ 3,758,878	\$ 3,813,382	\$ 3,868,601
Commercial and Residential Total Sales (\$)	\$ 2,501,110	\$ 2,434,839	\$ 2,619,347	\$ 2,441,530	\$ 2,479,712	\$ 3,014,680	\$ 3,651,976	\$ 3,705,078	\$ 3,758,878	\$ 3,813,382	\$ 3,868,601
0 to 1,000 gallons	\$ 545,489	\$ 529,156	\$ 525,876	\$ 527,978	\$ 534,696	\$ 649,020	\$ 787,591	\$ 797,937	\$ 808,412	\$ 819,016	\$ 829,751
1,001+ gallons	\$ 1,955,621	\$ 1,905,682	\$ 2,093,471	\$ 1,913,553	\$ 1,945,016	\$ 2,365,659	\$ 2,864,385	\$ 2,907,141	\$ 2,950,466	\$ 2,994,366	\$ 3,038,850
Water Dist. Wholesale Sales (\$)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
First 1000 gallons											
1,000+ gallons											
Bulk Sales (\$)	\$ 2,547	\$ 2,944	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Water Sales	\$2,503,657	\$2,437,783	\$2,619,677	\$2,441,530	\$2,479,712	\$3,014,680	\$3,651,976	\$3,705,078	\$3,758,878	\$3,813,382	\$3,868,601
Actual Water Sales	\$2,559,207	\$2,504,895	\$2,631,258	\$2,424,422							
Total Sewer Fees (\$)	\$ 1,809,672	\$ 1,761,168	\$ 1,883,080	\$ 1,765,307	\$ 1,793,124	\$ 1,823,161	\$ 1,853,619	\$ 1,884,505	\$ 1,915,822	\$ 1,947,578	\$ 1,979,777
0 to 1,000 gallons	\$ 508,276	\$ 492,991	\$ 489,935	\$ 491,893	\$ 498,730	\$ 506,139	\$ 513,646	\$ 521,253	\$ 528,961	\$ 536,770	\$ 544,683
1,001+ gallons (Calculated Assuming 70% of water sold is subject to sewer fee)	\$ 1,301,396	\$ 1,268,177	\$ 1,393,145	\$ 1,273,414	\$ 1,294,394	\$ 1,317,022	\$ 1,339,973	\$ 1,363,252	\$ 1,386,861	\$ 1,410,807	\$ 1,435,093
Other Revenue Sources/Transfers In	\$ -	\$ 448,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental: Grants and Bond Proceeds	\$ 2,017,313	\$ 4,692,552	\$ 892,731	\$ -	\$ -	\$ 6,000,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -
Connection/Reconnection Charge											
Miscellaneous Income	\$60,296	\$80,967	\$88,150	\$59,761	\$73,462	\$74,874	\$76,329	\$77,827	\$79,371	\$80,960	\$82,598
Interest Income	\$221,584	\$216,182	\$204,703	\$134,451	\$208,120	\$206,120	\$204,120	\$204,120	\$204,120	\$204,120	\$204,120
Licenses and Permits	\$4,097	\$5,252	\$5,539	\$5,039	\$5,039	\$5,039	\$5,039	\$5,039	\$5,039	\$5,039	\$5,039
TOTAL INCOME	\$6,616,619	\$9,642,501	\$5,693,879	\$4,406,088	\$4,559,456	\$11,123,874	\$9,291,083	\$5,876,569	\$5,963,229	\$6,051,079	\$6,140,135
Ending Fund Balance from Prior Year	\$6,916,844	\$11,326,593	\$5,408,557	\$3,488,356	\$3,910,691	\$3,355,586	\$3,837,636	\$3,298,223	\$2,219,751	\$1,992,504	\$2,026,763

**Water System Balance Sheet
Proposed Rates and Income**

Last Updated: 8-6-14 KM

**Water System Balance Sheet
Expenses**

EXPENSE	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Year											
Capital Improvement	\$7,166,000	\$100,000	\$182,106	\$1,298,191	\$991,000	\$6,320,000	\$4,865,000	\$1,945,000	\$1,135,000	\$915,000	\$865,000
Wholesale Water Purchase											
WTP O&M	\$745,529	\$588,496	\$606,675	\$634,770	\$721,150	\$686,787	\$699,913	\$713,302	\$726,959	\$740,889	\$755,097
Distribution and Meters O&M	\$621,585	\$640,218	\$615,421	\$560,465	\$831,381	\$737,633	\$751,671	\$765,989	\$780,594	\$795,491	\$810,686
Administrative	\$1,776,011	\$1,797,106	\$1,833,465	\$1,824,128	\$1,911,660	\$2,215,245	\$2,818,424	\$2,821,666	\$2,824,973	\$2,828,346	\$2,831,787
Lake Harrisonville	\$21,637	\$8,947	\$6,346	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Waste Water Treatment	\$695,606	\$589,698	\$529,665	\$510,869	\$659,370	\$682,159	\$695,487	\$709,083	\$722,950	\$737,095	\$751,522
TOTAL EXPENSE	\$11,026,368	\$3,724,465	\$3,773,678	\$4,828,423	\$5,114,561	\$10,641,824	\$9,830,496	\$6,955,041	\$6,190,476	\$6,016,821	\$6,014,092
Surplus or (Deficit) for the Year	-\$4,409,749	\$5,918,036	\$1,920,201	-\$422,335	-\$555,105	\$482,049	-\$539,413	-\$1,078,472	-\$227,247	\$34,259	\$126,043
Ending Fund Balance	\$11,326,593	\$5,408,557	\$3,488,356	\$3,910,691	\$3,355,586	\$3,837,636	\$3,298,223	\$2,219,751	\$1,992,504	\$2,026,763	\$2,152,806
Unrestricted net position 12-31-2013											
Unit Costs (per 1,000 gallons)											
Water Production /w Lake Harrisonville Cost	\$2.06	\$1.54	\$1.60	\$1.81	\$2.04	\$1.92	\$1.94	\$1.95	\$1.97	\$1.99	\$2.01
Distribution and Meter Reading Cost	\$1.67	\$1.65	\$1.61	\$1.60	\$2.35	\$2.06	\$2.08	\$2.10	\$2.12	\$2.14	\$2.16
Administration and Debt Service Cost	\$5.58	\$5.66	\$5.33	\$5.72	\$5.94	\$6.81	\$8.58	\$8.51	\$8.43	\$8.36	\$8.29
Capital Improvements Cost	\$22.53	\$0.31	\$0.53	\$4.07	\$3.08	\$19.44	\$14.82	\$5.86	\$3.39	\$2.70	\$2.53
Waste Water Treatment Cost (Reflects 70% of water sales being subject to sewer charges)	\$3.12	\$2.65	\$2.20	\$2.29	\$2.93	\$3.00	\$3.03	\$3.05	\$3.08	\$3.11	\$3.14
Wholesale Purchase Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Unit Cost	\$29.66	\$9.60	\$9.87	\$13.76	\$14.43	\$29.74	\$27.20	\$19.05	\$16.79	\$16.16	\$15.99



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: November 10, 2014
SUBJECT: Solid Waste Refuse Rates 2015

Type of Item: *Approval*

Refuse Rate Analysis: The contract in place with Town and Country disposal remains in place as long as they do not propose a rate increase; we have received confirmation from Town and County that they do not plan to increase rates for 2015. A \$.24 increase in the monthly residential refuse charge would generate \$10,000 annually. Per the 2013 Cost of Living Comparison, Harrisonville's current charge of \$12.25 puts us 7th most affordable and 20% below average. Increasing the fee to \$12.49 would put us 8th most affordable and 18% below average. For 2015 we recommend setting the rate at \$12.49 per month. The 2015 Refuse Budget anticipates this rate increase, should the Board choose not to increase the rate the only elective expense in the budget that could be eliminated that would cover the reduction in revenue is participating in the House Hold Hazardous Waste program through MARC, this costs a little over \$10,000 annually.

Council Bill No. 091**Ordinance No.****AN ORDINANCE OF THE CITY OF HARRISONVILLE ESTABLISHING A
NEW RATE FOR RESIDENTIAL SOLID WASTE COLLECTION**

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

Section 1: That the following described solid waste collection rate is hereby adopted:

Residential. For each dwelling unit, a charge of \$12.49 per month.

(See Harrisonville City Code, Chapter 240 for applicability and authority.)

Section 2: That this ordinance shall become effective for all billings due on or after
December 1, 2014.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 17th day of November, 2014. Read for the second
time by title only on the 17th day of November, 2014 and passed by the Board of Aldermen on
the 17th day of November 2014.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 17th day of November, 2014.



TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: November 10, 2014
SUBJECT: ROCK HAVEN SEWER LINE RELOCATION

Type of Item: *Agreement*

Background: A new concrete box culvert is being installed east of the Walmart entrance on Rock Haven Road. The sewer line in question runs parallel with the road along the south side of Rock Haven. My initial review of the utility plans in 2013 had the sewer line below the box culvert. It was not included in the 291 utility relocation plans.

Issue: MoDOT began construction staking in the field based on where the contractor was starting. Through this process it was discovered the sewer line would be in the flow line of the box culvert. Two options were reviewed. The option chosen was to relocate the sewer line around the end of the box culvert out of the area of construction. Contractor is anticipating over excavation approximately 3-4 ft of material to support the concrete box.

The Highway 71/291 Partners in Progress Transportation Development District and not the city has a contract with Lehman Brothers. They have committed to \$668,000 in water, \$165,000 in sewer and \$457,700 in electrical improvements out of the \$13.69 M for the J4P1475 Route 49 (291) project contract. The city will reimburse the TDD for this change order estimated to be \$28,472.42. Savings from the Ann Sewer Project 08-6-0932-3050 will be used to pay for the sewer line relocation. The Public Works Committee has reviewed and forwards a positive recommendation to approve the payment to the TDD for the Rock Haven Sewer Relocation.

Council Bill No. 092

Resolution No.

A Resolution to Authorize the City Administrator of Harrisonville, MO to Reimburse the Partners in Progress Transportation Development District in an Amount Not to Exceed \$28,472.42 for Relocation of the Rock Haven Sewer Line.

WHEREAS, the successful completion of the Partners in Progress Transportation Development District Project J4P1475 requires the relocation of the Rock Haven sewer line, and

WHEREAS, such relocation was not anticipated in the original design, and

WHEREAS, Lehman Brothers can perform the relocation for a cost not to exceed \$28,472.42

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 to reimburse the Partners in Progress Transportation Development District in an amount not to exceed \$28,472.42 for relocation of the Rock Haven 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 17th day of November 2014

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 17th day of November 2014

CHANGE ORDER

Date: November 10, 2014
Page 1 of 2

TO 0011540 Lehman Construction, LLC Contractor

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT:

form revised 20110901 cog8

Change Order No. 003
Contract ID 140523-C06
Federal Project No. I-71-4(120)
Route 49
County Cass
Change Order Type Resident Engineer Approval
Federal Oversight Yes

ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

PROJECT NUMBER	LINE ITEM NUMBER	ITEM CODE	CATEGORY NUMBER	DESCRIPTION	UNITS	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT UNDERRUN OR MINUS CONTINGENT
J4P1475	0070	2063000	0001	CLASS 3 EXCAVATION	CUYD	10,727.000	10,944.000	217.000	\$18.00000	\$3,906.00	
	2700	6039922	0051	SEWER 4 FT. DIA. MANHOLE	EA	3.000	6.000	3.000	\$5,811.33000	\$17,433.99	
	2730	6039923	0051	SEWER 10 IN. SEWER	LF	235.000	350.000	115.000	\$44.87000	\$5,160.05	
	5002	6039921	0051	SEWER - UTILITY ITEM	LS	0.000	1.000	1.000	\$1,972.38000	\$1,972.38	
SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:										\$28,472.42	

CONTRACT AMOUNT \$13,686,266.48

OVERRUN THIS ORDER \$28,472.42

OVERRUN PREVIOUS ORDERS \$0.00

TOTAL OVERRUN TO DATE \$28,472.42

TOTAL \$13,714,738.90

Signatures required on first page only.

Approved - Resident Engineer
Jon G. Voss

Date

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO

0011540 Lehman Construction, LLC
CONTRACTOR

By

Date

Print Name

TO THE DIV. ENGR. F.H.W.A., JEFFERSON CITY, MISSOURI
DEAR SIR: WE ARE REQUESTING FEDERAL AID ON THIS CHANGE ORDER
AND MODIFICATION OF THE PROJECT AGREEMENT, IF NECESSARY.
RESPECTFULLY,
MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION
EXAMINED AND APPROVED

Operations Engineer, for Division Engineer

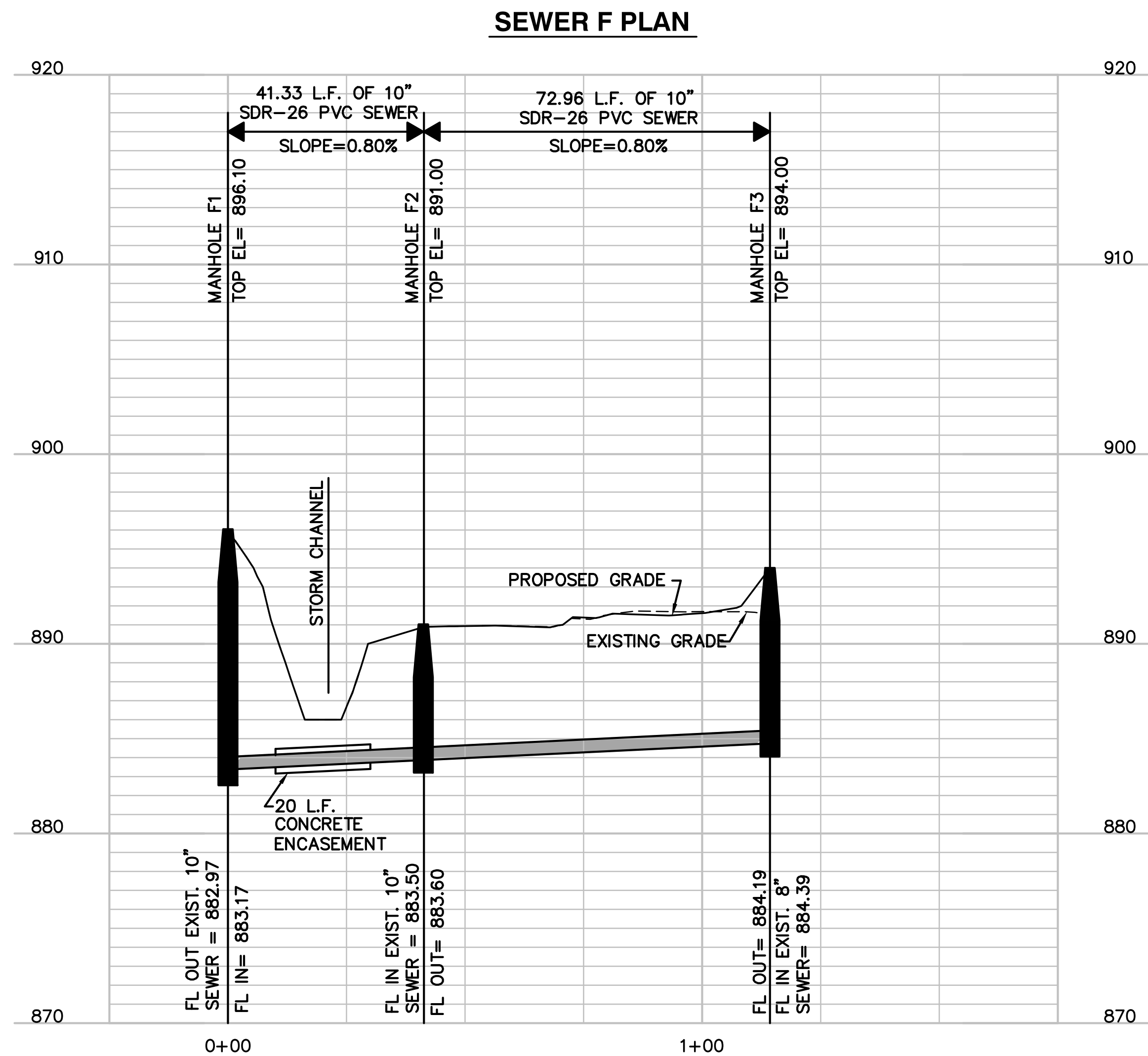
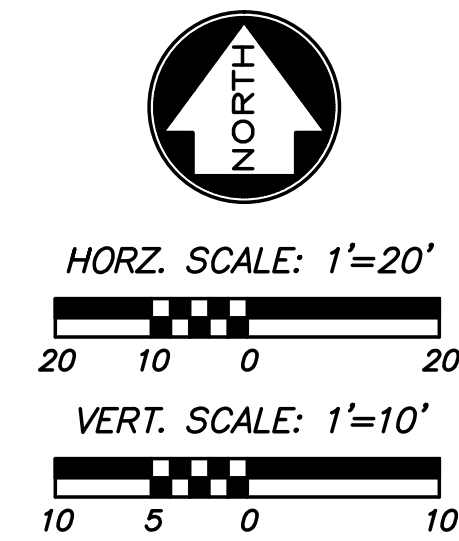
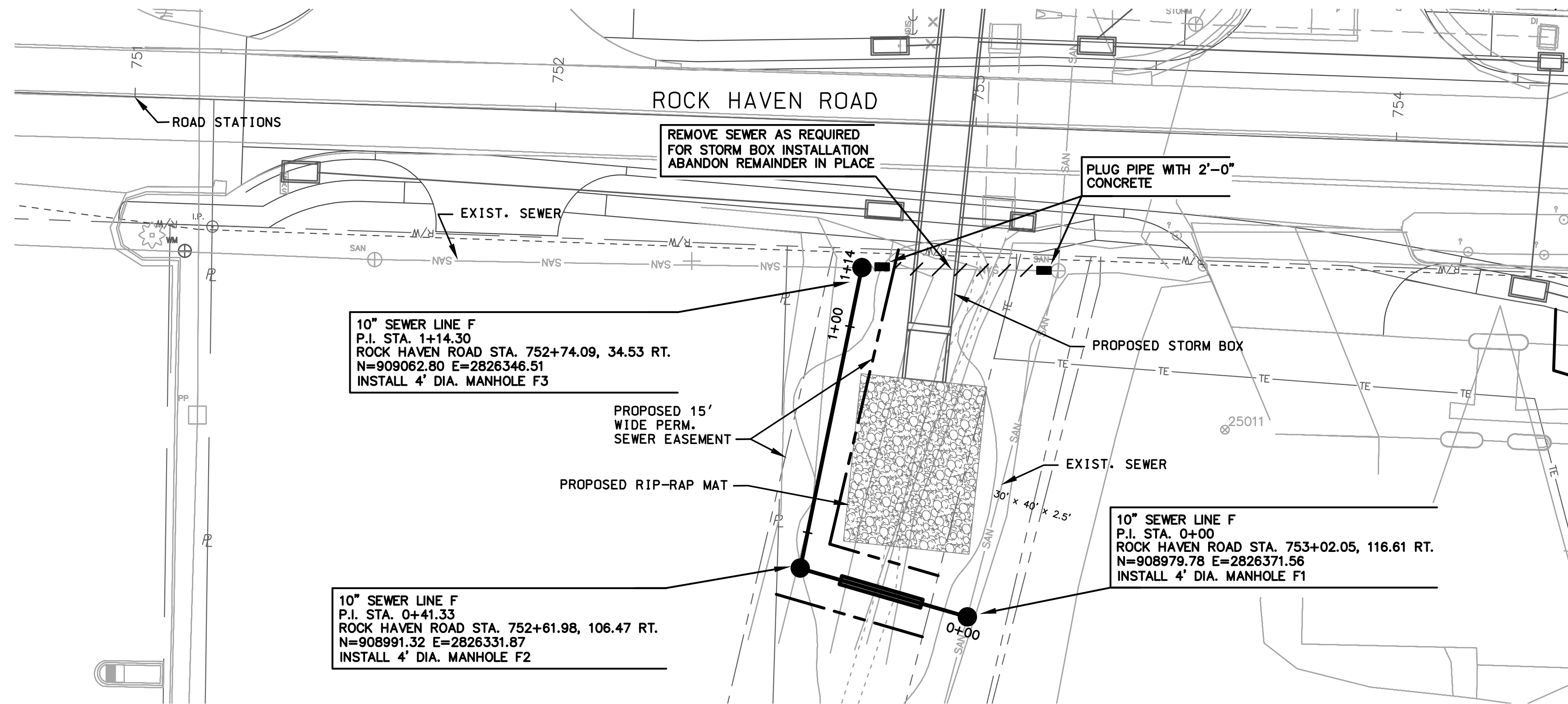
Date

Print Name

FEDERAL HIGHWAY ADMINISTRATION

Change Order Reasons

Line Item Number	Reason Code	Description and Reason for Change
0070	DE	DE - Line No. 0070 - Class 3 Excavation - Overrun: The original design showed the existing 10 inch Sanitary Sewer Line to be used in place that crosses under the Box Culvert that will be constructed at Rockhaven Road at station 752+94. However, after the existing Sanitary Sewer Flow Line was determined it was found to be in conflict of the Flow Line of the new Box Culvert, therefore the City of Harrisonville had the Existing Sanitary Sewer Line redesign to cross downstream of the new box culvert. This change resulted in three additional Sanitary Sewer manholes along with 115 feet of 10 inch Sanitary Sewer line and Class 3 excavation.
2700	DE	DE - Line No. 2700 - Sewer 4 FT. DIA. Manhole - Overrun: Same as Line No. 0070.
2730	DE	DE - Line No. 2730 - Sewer 10 IN. Sewer - Overrun: Same as Line No. 0070.
5002	DE	DE - Line No. 5002 - Sewer Utility Item - Overrun: Settlement of cost based on the agreed price of \$1,972.38/LS as per 2011 Missouri Standard Specification for Highway Construction 109.4.2, which includes all equipment, material, and labor. Redesigning the Sanitary Sewer Line to cross downstream of the new box culvert also required a 20 foot encasement of concrete where the Sanitary Sewer Line crosses under the ditch downstream of the new Box Culvert at Station 752+94. See Line No. 0070.



LINE F
SEWER PLAN & PROFILE
STA. 0+00 TO STA. 1+17.93
SHEET 12B OF 16

STATE OF MISSOURI
STEPHEN T. BAKER
PROFESSIONAL ENGINEER
LICENSE NO. 029494

DATE PREPARED
11/22/13

ROUTE
71/149

DISTRICT
KC

STATE
MO

SHEET NO.

COUNTY
CASS

JOB NO.
J4P1475

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASX-MODOT (1-888-276-6636)

SHAFFER, KLINE & WARREN, INC.
11250 Cornerstone Parkway, Suite 100, KS 66214-1392
913/988-7900 FAX: 913/988-7968

OFFICE LOCATIONS:
Mason, MO
North Kansas City, MO
St. Louis, MO
Columbia, MO
Houston, TX
Dallas, TX
Atlanta, GA
Phoenix, AZ
San Antonio, TX
Tulsa, OK

MISSOURI CERTIFICATE OF AUTHORITY: F00139850

Attachment: SEWER ADD FINAL (1646 : ROCK HAVEN SEWER LINE RELOCATION)

Packet Pg. 56



TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: November 10, 2014
SUBJECT: Water Hydraulic Model

Type of Item: *Agreement*

BACKGROUND - Two firms submitted a Statement of Qualifications (SOQ) to provide water hydraulic modeling services, Burns and McDonnell and Bartlett and West. An interview panel of city staff and Aldermen Dickerson, Coburn and Brown set in on all or part of the interviews on August 13th. Based on the interviews, it was a unanimous choice to select Burns and McDonnell to submit a scope of services and fee to complete the hydraulic analysis of the city's water system.

ISSUE - The Public Works Committee has approved the general scope of services for water modeling based on a 3.0 MGD and the fee \$59,937 for Burns & McDonnell. The Public Works Committee forwards a recommendation for approval.

Council Bill No. 093

Resolution No.

**A Resolution Authorizing the City Administrator of the City of Harrisonville, MO
to enter into an agreement with Burns and McDonnell to Complete an Hydraulic
Analysis in an Amount Not to Exceed \$59,937.**

WHEREAS, the City of Harrisonville must select a contractor to complete an hydraulic analysis of the city's water system, and

WHEREAS, Burns and McDonnell submitted their qualifications and were deemed to be the most qualified, and

WHEREAS, a scope of services to be performed has been drawn up and agreed upon by both parties for an amount not to exceed \$59, 937

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 Burns and McDonnell for the hydraulic analysis in an amount not to exceed \$59,937

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 17th day of November 2014

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 17th day of November 2014

Exhibit B

2014 Water Master Plan Update
Staff Hours & Fee

City of Harrisonville, Missouri

Scope	Hours	Total
1. Prepare and conduct project initiation meeting with City staff to discuss goals, scope, schedule, required data, field test plan, and other pertinent items. Prepare and distribute meeting minutes.		
Project Manager	4	
Water Supply Engineer	8	\$2,449
2. Review and collect available GIS data.		
Water Supply Engineer	2	
GIS Specialist	4	\$1,088
3. Update model with current GIS files. Distribute existing demands based on physical address. Add future demand alternatives for the City service area.		
Water Supply Engineer	4	
GIS Specialist	56	\$10,621
4. Setup pressure recorders for field testing by City staff. Deliver/Develop testing plan with City at the project initiation meeting. Download data and develop diurnal curves.		
Water Supply Engineer	8	\$2,036
5. Confirm model calibration with field testing results (up to 12 scenarios).		
Water Supply Engineer	36	\$6,910
6. Perform hydraulic analysis for the current demands and build out max day demand of 3.0 MGD. Evaluate up to three tank location, I-49 crossing, emergency connections, and up to four vulnerability runs. Determine improvements required to meet projected demands (includes SW Planning Area). Prepare system maps showing flow direction, water age contours, fire flow contours, and pressure contours.		
Water Supply Engineer	96	
GIS Specialist	8	\$19,835
7. Prepare opinion of probable costs and a prioritized implementation schedule (CIP for hydraulic improvements, development, fire flow, and small mains/looping).		
Water Supply Engineer	12	\$2,303
8. Prepare draft report for City staff review and comment, address comments, and finalize/deliver report.		
Project Manager	4	
Water Supply Engineer	36	
GIS Specialist	4	\$9,494
9. Develop presentation and present findings to City Council & Staff (PowerPoint).		
Project Manager	4	
Water Supply Engineer	4	\$1,682
10. Project Management and QA/QC.		
Project Manager	8	
QA/QC Engineer	8	\$3,519
Total	306	\$59,937

Attachment: Exhibit B - FINAL Engineering Fee 102214 (1645 : Water Hydraulic Model)

Harrisonville – 2014 Water Master Plan Update

Scope of Services:

1. Prepare a list of required information for OWNER to provide ENGINEER. Conduct a project initiation meeting with OWNER to include project goals, scope, schedule, required data, field testing plan, piping changes since last model/GIS (see item 2.), and other pertinent items. ENGINEER shall prepare and distribute meeting minutes.
2. Collect and review the most current water system GIS data. Add new data field in the geodatabase for waterlines that are abandoned-in-place. ENGINEER shall prepare hard copy map book based on grid system provided by OWNER via CADD file for distribution system connectivity and status review by OWNER.
3. Transcribe the review comments from OWNER in the geodatabase and update the water model. Geocode the 2013 customer consumption information in the model and add future demands to the water service area (based on discussions with OWNER staff).
4. Prepare a field testing plan with OWNER to include data logger and fire hydrant test locations for execution by OWNER. Deliver hydrant test forms for OWNER to populate field testing information. Download data logger information and prepare diurnal curves.
5. Confirm and/or enhance the existing model calibration with the field testing results.
6. Perform hydraulic analysis of the existing system and buildout system (includes Southwest Planning Area) scenarios under maximum day, minimum hour, peak hour, and maximum day plus fire flow demand conditions; determine improvements required to meet the projected buildout demand. The buildout maximum day demand condition shall be 3.0 MGD unless indicated otherwise after review of recent historical water demand information. Specific modeling tasks shall include the following:
 - a. Evaluate up to three (3) storage tank locations.
 - b. Evaluate the availability of emergency connections to neighboring water suppliers under emergency water use restrictions equivalent to the average day demand.
 - c. Perform a critical mains analysis for the I-49 highway crossings.
 - d. Evaluate up to four (4) vulnerability scenarios to include the items mentioned above and discuss options and capability.
7. Prepare system maps illustrating the following:
 - a. Flow direction under the current average day and maximum day demand conditions.
 - b. Fire flow contours under current and buildout maximum day demand conditions.
 - c. Pressure contours under the current maximum day demand condition.
8. Develop an extended period simulation in the model for water age analysis and provide system map with water age contours under the current average day and maximum day demand conditions.
9. Prepare opinions of probable cost and a prioritized implementation schedule (Capital Improvements Plan) for characterized as hydraulic related improvements, development driven improvements (i.e. Southwest Planning Area), fire flow improvements, small mains replacements, and looping.
10. Prepare draft report for OWNER review and comment and deliver five (5) hard copies of the final report and CD that includes the final report, updated geodatabase, and hydraulic model.
11. Prepare a PowerPoint presentation that includes project findings and deliver to OWNER.
12. Provide project management and quality-assurance/quality-control through the duration of the project.

Responsibilities of OWNER:

1. Provide list of required information including, but not limited to, the 2013 customer water consumption by physical address and attend the project initiation meeting. All data shall be provided in electronic format.
2. Deliver the most current water system GIS geodatabase and grid system via CADD file.
3. Review and provide comments on hard copy map book and indicate approval, any modifications, and/or any additions to the geodatabase for model accuracy and update. The review shall include, but not limited to, the following:
 - a. Connectivity of intersecting and/or adjacent water mains at junctions and/or water mains that are shown as connected in the geodatabase which are not actually connected.
 - b. Valve status generally described as those valves known to be closed and will remain closed.
 - c. Identify water mains that are abandoned-in-place from end point to end point.
4. Execute field testing plan by placing data loggers, to be provided by ENGINEER, in the distribution system and conduct up to twelve (12) fire hydrant tests. Remove data loggers upon completion of the field testing plan.
5. Work with Engineer to develop and approve the buildout maximum day demand projection that future improvements, with respect to pumping, piping/transmission, and system storage shall be based on in the capital improvements plan. Establish the buildout service area including, but not limited to, the Southwest Planning area and anticipated customer type.
6. Review, comment, and issue approval of the draft report after ENGINEER has sufficiently addressed all comments.

City of
Harrisonville
est. 1836
STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: November 10, 2014
SUBJECT: Fire Union Memorandum of Understanding

Type of Item: *Contract*

Background: A management team consisting of Chief Francis, Chief Hofer and Director Tholen met and conferred with three fire union representatives from 12/20/11 through October of 2012. These meetings concentrated on gaining an understanding of the Union's position on each section of the proposed MOU. This also served as the management team's opportunity to explain management's perspective on each of the sections. The City Administrator began participating in these meetings in November of 2012, focusing on 5 primary issues identified by the union team. After options on each of these points were offered with no resolution, each team invited legal counsel to participate in negotiations, which began in July of 2014.

Review: The MOU primarily follows the terms currently spelled out in the City's Personnel Policy, although there are differences. These are summarized below:

Articles 1, 2, 3 and 4: These sections are unique to the MOU but are necessary sections if you are to approve an MOU.

Section 6.02: Allows employees to remotely attend a union meeting during "ready time", which is when they are not scheduled to perform duties and may relax. They still must respond to emergency calls and may not leave the station.

Article 7: Defines the work year and work schedule, which the Personnel Policy does not do. This will limit the City's ability to make changes in the work schedule during the contract if it so desires.

Section 8.03: Establishes how an opening is to be filled. It is in keeping with the process currently followed except that it does not allow the City flexibility in choosing who to call upon in order to avoid putting a part time person in a situation where they must be provided benefits or avoid overtime for a full time person. The lack of flexibility could have substantial negative budgetary implications for the City. The City will be required to follow this process.

Article 9 Mandatory Overtime: The Personnel Policy does not spell out a specific process for requiring a person to work overtime. The language creates the same issues as identified in section 8.03 above.

Section 10.03: The last sentence provides for a forfeit of call back pay if the employee leaves without being released. The Personnel Policy is silent in this regard.

Section 11.04: Provides that an employee attaining a Paramedic license shall be moved into the Paramedic pay grade even if they were hired as an EMT (lower pay grade). This is the current practice of the City though it is not specified in the Personnel Policy.

Section 17.01 and 18.01: These sections provide that Union employees shall receive the same insurance benefits provided to all other employees and the contribution by the City for these benefits shall be the same for Union employees as all other employees.

Article 19: States the City shall provide Professional Malpractice Insurance for Union employees. The City currently does this but it is not expressed in the Personnel Policy.

Article 22: States the City shall provide uniforms and protective equipment, which the City currently does but it is not expressed in the Personnel Policy.

Section 23.03: Describes the method/practice currently employed by the City to review and make changes to the Pay Scale. The language also requires that the Union be provided the information supporting a proposed change for review and recommendation two weeks prior to the presentation to the Personnel/Finance Committee. It also provides them an opportunity to meet with the City Administrator to discuss the changes, though the City is not required to obtain the Union's consent or approval for any changes. The Personnel Policy does not spell out in detail how changes to the Pay Scale will be developed or reviewed, nor does it provide an opportunity for employees to review the information, meet with the City Administrator or make recommendations prior to presentation to the Personnel/Finance Committee. It states merely that it shall be reviewed and a recommendation made for any changes. Of course, all employees are welcome to attend the meeting at which the presentation is made to the Personnel/Finance Committee.

Article 24: Personnel Reductions procedures are more detailed in the MOU than what we have in the Personnel Policy although the approach is similar.

Article 25: Discipline language is similar to the Personnel Policy, except it provides for the Employee to have a Union representative present.

Article 26: Grievance Procedure language is similar to the Personnel Policy, except in Section 26.03 the Employee may appeal a decision by the City Administrator to a newly formed Grievance Committee consisting of the Municipal Judge (fee shared if there is one), a Union Representative, and a City representative.

Article 27: Provides for a Labor-Management Committee specific to the Union. Although the other departments do not have a formal committee, we have had employee-based committees to address topics that are important to the employees.

Article 28: This section addresses “Ready Time,” the time when employees are on duty but not engaged in assigned tasks. Ready Time is not addressed in the Personnel Policy and the time period has had much discussion. The management team has worked to negotiate a consistent period for “ready time” each day, regardless of whether the day is a weekend or holiday. The union has sought a longer period for “ready time” on weekends and holidays. In addition to the differences between the City’s position and the Union’s position on the actual time for “ready time,” the City also is concerned that the language presented by the Union concerning assigned work on weekends and holidays is not clear.

Article 29: Promotion procedures reflect our current practices but are not detailed as such in the Personnel Policy. Section 29.02 establishes requirements for promotion of existing employees which are not spelled out in the Personnel Policy. The Union language presented requires promotion from within vs promoting the best candidate. It also requires an employee to meet certain minimum criteria (such as tenure with the department for a year) before being eligible for promotion. Again, this restricts the City’s ability to hire or promote the best candidate.

Article 30 and 31: These sections create additional parameters under which we must manage. While the language is consistent with current practice or considered to be reasonable by the management team, it is not addressed in the Personnel Policy.

Article 32: Formally states that the City will “attempt to maintain staffing of 7 employees at all times” and spells out a captain and two paramedics shall be included in those 7 positions. This is consistent with what we schedule (1 captain, 3 paramedics and 3 EMTs) each shift. We do not always have seven people or this exact make up due to not being able to fill all absences due in part to not having enough part time and overtime budgets to pay a full time employee OT or part time employees to fill vacancies from sick leave, vacation, comp time, FLSA leave, work comp issues, funeral leave, vacancies due to turn over, and military leave. We attempt to fill the seven positions, but are not always able to do so. This is the case in all of our departments. The negotiated language allows for flexibility in circumstances where the City is unable to staff at 7 employees but it does not allow the City to make an overall policy decision to change the make-up of the staff or the target number without meeting and conferring with the Union.

Articles 33 & 35: Spell out current practice not expressed in the Personnel Policy.

Article 39: Provides for a three year term to the agreement.

Budget Impact: Language in Sections 8 and 9 are the two sections that would increase costs by either adding benefits for part time staff or increasing overtime for full-time staff. The amount of this impact is difficult to determine; in an effort to provide some reference, an increase of \$50,000 to \$75,000 is estimated, which is not reflected in the 2015 budget.

Recommendation: The management team does not recommend approval of the MOU based on the following:

Language in Article 8 and Article 9 does not allow the City flexibility to avoid having to provide benefits to a part time employee or avoid paying unnecessary overtime to full time employees.

Language of Article 28 is not clear and will result in conflicting interpretations and unnecessary grievances.

Language of Article 29 prevents the City from recruiting and hiring the best candidate for a position.

Council Bill No. 094

Resolution No.

**A Resolution Authorizing the City Administrator of Harrisonville, Missouri to
Execute a Memorandum of Understanding with Cass County Professional
Firefighters, Local 3112**

WHEREAS, designated members of the city management team have engaged in a series of meetings with members of Cass County Professional Firefighters Union, Local 3112, to discuss personnel matters, and

WHEREAS, the attached Memorandum of Understanding has been drawn up and reviewed by legal counsel on both sides,

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 this Memorandum of Understanding on behalf of the City of Harrisonville

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 17th day of November 2014

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 17th day of November 2014

AGREEMENT BETWEEN
The City of Harrisonville

&

Cass County Professional
Firefighters
Local 3112

December 2014

Attachment: MOU Redline 10-27-14 (1649 : Fire Union Memorandum of Understanding)

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Agreement Between

The City of Harrisonville

And

Local 3112, I.A.F.F.

We, the undersigned, as representatives of our respective organizations, wish to enter into an Agreement for the common good of the citizens we serve and ourselves. The City of Harrisonville (Employer) and Local 3112 will do everything within our power to uphold and live by the Mission Statement of the City of Harrisonville and Harrisonville Emergency Services.

We will follow and uphold all Agreements, policies, procedures, and practices made between us and/or adopted by the Board of Aldermen of the City of Harrisonville. We will always conduct ourselves as professionals and act in good faith in all of our dealings, with no hidden reservations or intent to mislead, keeping our mission and the citizens we serve as our main concern.

We will not run for office in any election for governing positions in the City of Harrisonville, or with any company or governing body which does business with or has any contract or Agreement with the City of Harrisonville (running for and participating in Local 3112 elections excluded). We find that doing so would constitute unethical behavior. We will not demean or defame the City of Harrisonville nor the Employees, officers, and members of either organization.

Article 1 PREAMBLE

- 1.01** The parties to this Agreement are the City of Harrisonville and Local 3112 of the International Association of Fire Fighters, referred to herein respectively as the Employer and Union/Employees.
- 1.02** It is the purpose of the Agreement to:
- (a) Establish procedures for the resolution of disputes concerning the interpretation or application of the specific terms of this Agreement.
 - (b) Set forth in written form the understanding between the Employer and the Employees concerning salaries and other conditions of employment for the term of this Agreement.
 - (c) Achieve and maintain harmonious relations between the Employer and the Local, to provide for equitable and peaceful adjustments of differences which may arise.

Article 2 RECOGNITION

- 2.01** The Employer recognizes Local 3112 as the sole and exclusive bargaining representative of a bargaining unit consisting of all full-time Captains, firefighter/paramedics and firefighter/EMTs employed by the City's Emergency Services Department.
- 2.02** Employees in some situations, particularly when serving as temporary shift commanders, are acting in a managerial capacity and any actions taken by them in that capacity are not subject to internal Union action.

Article 3 DEFINITIONS

- 3.01** EMPLOYEE: A full-time shift member as represented by the Union.
- 3.02** EMPLOYER: The City of Harrisonville or its lawfully designated representatives.
- 3.03** NORMAL PAY RATE: The Employee's hourly pay rate within the pay plan.
- 3.04** OVERTIME: Work performed at the direction of the Employer in excess of 106 hours in a 14-day cycle or as otherwise defined within ARTICLE 8.01 of this agreement.
- 3.05** SCHEDULED SHIFT: A consecutive work period, which includes meals, breaks, and rest periods, 24 hours in length, starting 0700 hours-ending 0700 hours.
- 3.06** CALLBACK: Return of an Employee to a specific work site to perform assigned duties during an emergency situation at the expressed authorization of the Employer at a time other than an assigned shift.
- 3.07** SENIORITY BY RANK: Length of continuous service within the Employee's present job classification.
- 3.08** DEPARTMENT SENIORITY: Length of the Employee's continuous service within the department.
- 3.09** IMMEDIATE FAMILY: Employee's spouse, children, grandchildren, grandparents, parents, brothers, and sisters, including those by marriage.
- 3.10** PERSONNEL POLICY: The Harrisonville Personnel Policy as it exists as of the date of execution of this Agreement.

Article 4 MANAGEMENT RIGHTS

- 4.01** The Union recognizes that the Employer retains, whether exercised or not, solely and exclusively, all expressed and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's service delivery is conducted, managed, and administered, except insofar as such rights are limited by the Agreement. The Union recognizes the right of the Employer to establish and maintain rules and procedures for the administration of the Harrisonville Emergency Services after consultation with the Employees during the term of the Agreement. In the event of a conflict between City or Departmental rules, policies, or procedures and this Agreement, the Agreement shall prevail. Any amendments to this Agreement must be in writing, signed and adopted by the parties.
- 4.02** It is understood by the parties that every incidental duty connected with operations enumerated in the job descriptions is not always specifically described; nevertheless, it is intended that the Employees shall perform all such duties.
- 4.03** The Employer reserves the right to discipline or terminate Employees for good reason.
- 4.04** The Employer shall determine and establish methods and processes by which duties are performed subject to the express terms of this Agreement.
- 4.05** The Employer shall have the right to transfer Employees within the Department subject to the expressed terms of this Agreement.
- 4.06** The Employer shall notify the Union of any proposed changes in policies regarding working conditions. The Employer will allow a reasonable time to meet and confer with the Union prior to implementing said changes. Both parties will be subject to the duty of good faith and fair dealing that accompanies all agreements.
- 4.07** Management reserves the right to make shift changes and assignments to best serve the organization.

Article 6 UNION BUSINESS

- 6.01** The Union shall elect Local employees from the bargaining unit to act as officers of the Union and shall inform the Employer in writing of such officers, including

periodic changes. Neither officers nor members shall be discriminated against because of participation in Union activities.

- 6.02** **Subject to emergency calls,** Employees who are on duty during Union meetings may participate in such meetings electronically during ready time, utilizing their own computer(s) and the Department's wi-fi connection, once that connection is available.

Article 7 WORK SCHEDULE

- 7.01** The normal work year is two thousand nine hundred twenty (2920) hours; to be comprised of either assigned shifts or authorized leave time.
- 7.02** The normal designated work rotation shall consist of 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty , followed by 96 hours off duty.

Article 8 OVERTIME

- 8.01** Work by non-exempt Employees in excess of their regular hours of work shall be considered overtime. Employees will be paid time and one-half for hours worked in excess of 106 per work period and as otherwise specified in this Agreement.

- 8.02** Overtime shall be calculated to the nearest fifteen (15) minutes unless the Employer implements a time-keeping system that is more accurate.

- 8.03** All open shifts will be filled in the following manner:
- a) The part time employees by position will be notified first of the open position. They will have 30 minutes to respond for the open shift.
 - b) If there is no response to the open shift then the full time employees by position will be notified. They will have 30 minutes to respond for the open shift.
 - c) If there is no response to the open shift then the provisions of Article 9 will take effect.
 - f) Management will make reasonable accommodations for the member to handle personal affairs, if necessary, when a member is drafted for duty.

~~g) — Employer shall have the ability to determine the order in which the part time and full time employees are notified of the open position and may elect not to notify certain employees of the open position if~~

~~such notification will cause an unnecessary impact on the Employer's overtime budget or cause part time employees to exceed thresholds related to the offering of benefits.~~

Article 9 MANDATORY OVERTIME

9.01 If an open shift is not filled by the procedures defined in Article 8, the Employer will attempt to fill the position through mandatory overtime as follows.

9.02 Each shift shall maintain a "Draft List" listing each member of the shift eligible for mandatory overtime and recording the date each time an employee is required to work mandatory overtime.

- a) Lists that exist at the time of this agreement will continue to be used.
- b) If a list is lost or becomes unusable, a new list will be started using department seniority, with the least seniority at the top of the list and eligible for mandatory overtime first.
- c) New department employees will be placed first on the draft list of their assigned shift.
- d) Employees that transfer from one shift to another will have the date of their last mandatory overtime from their old shift entered onto the draft list of their new shift.

9.03 When mandatory overtime is necessary, the employee with the minimum necessary qualifications with the longest time since their last mandatory overtime will be required to work. ~~In the event that requiring an employee to work mandatory overtime will cause a part time employee to exceed thresholds related to the offering of benefits or requiring any employee to work mandatory overtime will have an unnecessary impact on the Employer's overtime budget, the employee with the minimum qualifications and the next longest time since their last mandatory overtime will be required to work.~~ In the event that one employee cannot work the entire overtime due to length of continuous service limits, the employee with the minimum qualifications and the next longest time since their last mandatory overtime will also be required to work. The employee with the greatest department seniority will be allowed to choose which half of the mandatory overtime they will work.

Article 10 CALL BACK

10.01 All Employees who have completed their regular work schedule and left their normal place of work and who are called back to perform unscheduled emergency work, shall be compensated for not less than two (2) hours at a rate of time and one-half. After an Employee has been called back, under the above stipulated guidelines, that Employee shall receive no additional compensation

for any additional call within that stipulated two (2) hour time period beginning with the original call back. All hours worked under the above stipulated Call Back guidelines shall be paid at a rate of time and one-half. Employees who are called to work less than one hour before the beginning of their normal work schedule do not qualify for the minimum two hour (2) payment. Pay for call in begins at the time the Employee arrives at the work site. Only hours actually worked will be counted in determining eligibility for overtime compensation. The City will pay no meal allowance.

- 10.02** If a full-time Employee is held over during an emergency past the designated time for shift change, the additional time will be recorded to the nearest fifteen (15) minutes, unless the Employer implements a more accurate method of time-keeping, and compensated in compliance with FSLA guidelines.
- 10.03** "Premium call-back pay" is pay (pursuant to the two-hour minimum) for time not actually worked, and time and one-half pay that would otherwise not be due because the employee has not worked 106 hours in the pay period. If an Employee who is called back leaves the assigned location without being released by the Department Director or his or her designee, that Employee forfeits Premium call-back pay and may be subject to discipline.

Article 11 PARAMEDIC TRAINING

- 11.01** If the Employer provides paramedic training without charging the cost of tuition to Employees, any Employee who voluntarily choose to take such training shall be required to sign an agreement with the Employer providing that if the Employee leaves the employment of the Employer voluntarily within less than two (2) years after completion of the training, the Employee will be required to repay the tuition at the time of entry which may be deducted from any amounts due by Employer to Employee. Twenty-five percent (25%) of the tuition shall be forgiven for each six (6) months of continuous employment after the training.
- 11.02** The department shall make every attempt to ensure that the student is able to attend classes.
- 11.03** Employer shall attempt to schedule Employees to allow attendance at paramedic class for those Employees to elect to pay tuition for the class themselves and not enter into an agreement with the Employer as provided in section 11.01.

11.04 When the Employee shows proof of passing the class and produces a EMT-P license to the Employer; the Employer shall pay the Employee at the level at which the Employee is licensed, regardless of whether the Employee is in that position at the time of passing the class.

11.05 If the Employee is hired in a Paramedic position without a Paramedic license, then the Employee shall not be paid as a Paramedic until appropriate Paramedic license is on file with the Employer.

Article 12 SENIORITY

12.01 The Employer shall be responsible for compiling a current seniority list, by rank, of all Employees and providing it to the Union upon request.

12.02 Department seniority shall be the determining factor for promotions only when all other job related qualifications are equal.

Article 13 VACATION

13.01 VACATION LEAVE

Employees shall be eligible for and accrue vacation leave credit as follows:

- (a) First full month following hire date to five years of service – 112 hours per year.
- (b) Beginning of year six to end of fifteen years of service – 168 hours per year.
- (c) Over fifteen years of service – 224 hours per year.

13.02 VACATION SCHEDULING

Employees may not take vacation leave until they have earned the vacation leave. Supervisors shall schedule vacation leave with regard for operating requirements, seniority of Employees, and insofar as possible, with the request of the Employee. Deadline for vacation requests shall be fourteen (14) days before scheduled vacation date. Vacation requests can be made within fourteen (14) days of scheduled vacation date with approval from shift commander.

13.03 VACATION CARRYOVER

Vacation leave shall be taken during the year it is accrued or during the year following its accrual. Annual vacation leave accrued for employees shall not exceed the maximum allowed at the end of the fiscal year.

At the end of the City's fiscal year, employees having more than the allowed accrued hours will lose those excess hours, except as stated below.

- 13.04** Pay in lieu of vacation will only be granted when the Department Director affirms that the employee cannot be spared from the job without jeopardizing the City's services.

Article 14 SICK / BEREAVEMENT LEAVE

- 14.01** All full-time employees shall earn sick leave credit on a monthly basis for each calendar month actually worked. Employees shall accrue sick leave at the rate of 5.54 hours per pay period. New employees shall begin accruing sick leave on the first day of the pay period following their employment. The maximum amount of sick leave that may be accrued shall be 1440 hours.

- 14.02** Sick leave may never be taken in advance of earning the time. Use of accrued sick leave may be taken only for illness, disability, or pre-scheduled medical and dental appointments for employee, his/her spouse, children, step-children, parents, or any other person of which Employee may be legal guardian. Sick leave must be called in for verbal approval from the shift commander and written request for such leave must be submitted on the next work day following absence. Absence due to sickness, injury or disability in excess of accrued balance shall be charged against vacation time accrued, personal leave or leave without pay, in that order.

- 14.03** Employees shall notify their shift commander as soon as possible but at least two hours prior to the beginning of the scheduled work shift in order to be eligible for sick leave pay. The exception to this will be under extreme circumstances approved by the shift commander.

- 14.04** _____ Employees shall continue to keep their duly authorized supervisor informed _____ of their condition if the absence is more than one shift in duration.

- 14.05** _____ Employees who are absent without Sick Leave are subject to counseling _____ following Personnel Policy Section V, Paragraph F, subsection 4.

- 14.06** Employees may not engage in other work or activities that would hinder them in recuperation and allow them to return to work in an appropriate time. An

Employee may be contacted by a fire department representative each duty day that he/she is on sick leave. Employees in conflict with this section are subject to counseling following Personnel Policy Section V, Paragraph F, Subsection 4.

14.07

SICK LEAVE DONATION

_____ In the event that an ill or injured full-time Employee has exhausted all sick leave, accrued vacation, accrued holiday and any accumulated compensatory time, he/she may be eligible for a donation from any full-time employee of any department. The donating Employee must have at least one year of full-time service with the City.

Any donated sick leave hour must have been accrued in prior calendar years. The donating Employee's accrued sick leave balance shall not be reduced below 96 hours, and the donating Employee's accrued vacation leave balance shall not be reduced below 120 hours at the time of the donation.

The ailing Employee is eligible to receive sick leave donations until he/she reaches his/her 91st consecutive day of leave or until disability insurance benefits are received. The Employee receiving the donation will be credited with one hour's compensation at the Employer's normal rate for that Employee. Any hour donated will be deducted from the sick leave time available by the donating Employee.

An Employee may not donate sick leave to an ailing Employee who is actively working.

Donated time must be in increments of four (4) hours. Names of individuals donating leave will remain anonymous.

Donated sick leave will be distributed as received. Once sick leave has been donated the hours will be given to the ailing Employee and not returned to the donating Employee.

_____ Sick hours donated shall not be counted as "use of sick leave" as defined in the sick leave conversion policy in Paragraph F, Subsection 2 of the Personnel Policy.

_____ Employees needing to utilize the policy will contact the Human Resource Department to initiate the process. Information will be distributed throughout the organization that the Employee is initiating the policy. Those

Employees that are interested in donating some of their sick leave to this Employee will then contact the Human Resources Department.

14.08

BEREAVEMENT LEAVE

_____ An Employee shall be granted funeral leave with pay for up to twenty four (24) hours

_____ to attend a funeral in the Employee's or Employee's spouse's immediate family

_____ or eight (8) hours for extended family. Additional time, to be deducted

_____ from sick leave, may be granted with the approval of the Department Director _____ where extenuating circumstances exist.

Article 15

EXTENDED / LEAVE OF ABSENCE

15.01

REASONS FOR LEAVE

The following are the reasons for which an employee can take leave under the Family and Medical Leave Policy.

- (1) The birth of the employee's child and in order to care for the child;
- (2) The placement of a child with the employee for adoption or foster care;
- (3) To care for a spouse, child, or parent who has a serious health condition;
- (4) A serious health condition that renders the employee incapable of performing the functions of his or her job according to the employee's job description.
- (5) The entitlement for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement. When both spouses are employed by the same employer, the total amount of leave that they can take, combined, may be limited to twelve (12) weeks (480 hours) for the birth or adoption of a child.

(6) This section will stay in accordance with FMLA.

15.02

OFF-DUTY INJURIES/ILLNESS

Employees who suffer off-the-job illness or injury may be eligible for "Light Duty". The City allows and encourages employees to come back to work, even if they cannot fully perform the essential functions of their position. Light Duty

assignments may not always be available and all decisions determining whether or not Light Duty assignments are available will be made at the discretion of the Department Director. Such Light Duty shall not exceed those limits as defined in Paragraph K, Subsection 10 of the Personnel Policy. Employee may be eligible for FMLA leave as defined in applicable law and Section V.G of the Personnel Policy.

15.03 INJURIES / ILLNESS IN LINE OF DUTY

Employees who suffer on-the-job illness or injury are covered under State Workers' Compensation statutes and regulations for the duration of the illness or injury. All full-time regular or introductory employees will be granted injury leave or light duty status in the event of a bona-fide on-the-job injury.

15.04 ADDITIONAL MEDICAL OPINION

When an Employee desires to return to work from an off duty injury or a line of duty injury for which the Employee was not taking FMLA leave, and the Department does not concur that the Employee is in a physical and/or mental condition which is necessary for reinstatement at the Employee's rank/position as outlined in the job descriptions, a second medical opinion may be requested by the Department. The Employee may be examined by a physician selected and paid for by the Employer. The physician's report shall be used by the Department Director and City Administration to further evaluate the Employee's physical and mental ability to perform at the Employee's rank/position as outlined in the job descriptions along with the original attending physician's report.

15.05 APPLICATION FOR DISABILITY RETIREMENT

Any employee who is finally determined to be permanently disabled and who does not desire and who is not eligible for employment in a different position of the City service, and who formally applies for disability retirement pursuant to the Local Government Employees' Retirement System laws and regulations shall be given a letter signed by the City Administrator formally recommending on behalf of the City, that such retirement be granted.

Article 16 HOLIDAYS

16.01 The Employer shall provide the following as paid holidays to Employees:

_____	New Year's Day	Labor Day
_____	Memorial Day	Good Friday
_____	Independence Day	Thanksgiving
Day		
_____	Christmas Day	President's Day
_____	Christmas Holiday	Day after
Thanksgiving		
_____	Veteran's Day	

16.02 Employees required to work on a Holiday shall be compensated at their regular rate of pay including applicable overtime, plus twelve hours of pay as their holiday benefit.

16.03 All full-time Employees not scheduled to work on the holiday will receive twelve (12) hour's pay at the Employee's regular rate.

Article 17 MEDICAL AND DENTAL INSURANCE

17.01 Regular full-time employees shall be eligible for medical, dental, and other insurance that may be provided by the Employer. The Employer shall contribute to the cost of insurance for Employees in the same amount as other full-time City employees. Dependents shall be eligible for coverage on the same terms as the dependents of other full-time City employees. . For Employees who enroll in these programs, the effective date of coverage shall be the first day of the calendar month following employment unless starting on the first day of the month at which time coverage is immediate. During authorized leave of absence with pay, the coverage shall be continued. Employees will be responsible for paying their own, and their dependents', health and dental insurance while on approved leave of absence without pay in excess of one week unless on approved FMLA or military leave.

17.02 The Union will continue to have a representative on the Employer's benefits committee.

Article 18 SUPPLEMENTAL INSURANCE

18.01 Regular full-time employees shall be eligible for life and other insurance that may be provided by the Employer. The Employer shall contribute to the cost of insurance for the Employee in the same amount as it contributes for other

employees of the City. The Employee is responsible for any coverage he/she elects for his or her dependents. During authorized leave of absence with pay, including workers' compensation leave, the coverage shall be continued. Employees will be responsible for paying their own life, supplemental, and dependent insurance premiums while on approved leave of absence without pay in excess of one week unless on approved FMLA or military leave.

Article 19 PROFESSIONAL MALPRACTICE INSURANCE

19.01 The Employer shall provide professional malpractice insurance for Employees who are required to perform emergency medical services and/or apply lifesaving techniques in the line of duty. Employees so covered must be state licensed or Emergency Medical Technicians or EMT-Paramedic.

Article 20 RETIREMENT

20.01 Upon completion of six (6) month's employment, or based on the Employees eligibility, an Employee shall be enrolled in the Missouri Local Government Employee Retirement System (LAGERS), at the level adopted by the City for its Employees.

Article 21 SEVERANCE

21.01 Employees who are separated from the City service shall be compensated for vacation time accrued up to the date of separation, to the maximum accruals stated in Section V, Paragraph D, Subsection 2 of the Personnel Policy, except for Employees who fail to provide two weeks' written notice of their resignation. This compensation will be at the Employee's pay rate at the time termination. The Employer shall deduct from any ordinary vacation pay any sums which such Employee may owe to the Employer, and such Employee shall be entitled to receive only the amount of such vacation pay, less the amount of such deduction.

Article 22 CLOTHING / PERSONAL PROTECTIVE EQUIPMENT

22.01 The Department shall furnish to all Employees all required protective equipment the Employer shall deem necessary. The protective clothing will meet the current standards for serviceability (NFPA). These items shall be replaced at the Employer's expense when damaged beyond repair during any department

activity unless caused by the negligence of the Employee. If the Employee is determined by the Department Director to have been negligent then the Employee shall pay for the replacement.

- 22.02** The Employer furnishes uniforms to all full-time uniformed Employees. Uniform items damaged during emergency operations or any department activity will be replaced by the Employer. Others damaged outside of emergency operations may be replaced at the discretion of the Department Director. Uniforms shall be kept in a clean and neat order by each Employee and are expected to be worn only while representing the Employer or when going to or from work, including incidental errands.

Article 23 SALARIES

- 23.01** Minimum starting base hourly wage shall be as established by the City of Harrisonville Compensation Structure. Hourly rate will be figured by dividing the minimum annual wage for the Employee's classification by $(2,756 + (164 \times 1.5))$.
- 23.02** Overtime (time and one half) will be paid for all hours in excess of 106 per 14-day work period, for all hours worked in excess of employees' regularly-assigned shifts, and as otherwise provided by this Agreement.
- 23.03** When formulating the base annual pay each year for budgeting purposes, the City Administrator will provide the Union with the comparable cities used and the results of the wage survey. The comparison cities used for bargaining unit positions shall be the same cities used as comparables for other city employees. Search criteria and results will be provided in writing to the Union at least two weeks prior to inclusion in the budget proposal presented to the Personnel and Finance Committee, in order to allow time for the Union to request to meet and confer pursuant to Article 27 prior to finalization of the budget proposal. If meet and confer is requested, the City Administrator will be one of the three Employer representatives.

Article 24 PERSONNEL REDUCTION

- 24.01** When layoffs or reduction in the work force are necessary, they shall be accomplished in the following manner. Employees shall be laid off according to seniority within the department.

_____ When a reduction involves a rank higher than firefighter, Employees so displaced may bump into the next lower rank in which they have previously served. Likewise, those displaced Employees may bump into the next

lower Rank, etc., until Employees of the lowest rank and least seniority with the department shall be laid off.

_____ In the event that two (2) or more Employees in the lowest rank have the same Employment date, then Employees will be laid off in accordance with the seniority list.

_____ Employees selected for layoff shall be provided at least three (3) months' notice of such action.

24.02 Employees laid off shall be recalled in the reverse order of layoff for a period of up to two (2) years, after which Employer shall have no obligation to recall Employees or to recall Employees in any particular order.

24.03 The Employer may rehire Employees who have been placed on a reemployment list subject to the approval of the City Administrator. Employees who are rehired under this provision shall be reinstated and credited for his/her previous employment when computing vacation and other benefits, as provided in these rules except that, if the layoff has been for less than one (1) year, the five (5) continuous years of employment after rehire will be waived with the exception of the Lagers Retirement and that will be based upon the Lager's requirements at the time.

Article 25 DISCIPLINE

25.01 Any action which reflects discredit upon the municipal service or is a direct hindrance to the effective performance of the municipal government functions shall be considered good reason for disciplinary action against any Employee of the Department. Circumstances constituting reason for disciplinary action shall be a matter of record. Disciplinary action may include written reprimand, suspension, demotion, or termination. Some of the major reasons for disciplinary action are listed in the Personnel Policy under Section X, Paragraph E—.

25.02 Any time an Employee is called before a supervisor for the purpose of considering disciplinary action of verbal reprimand or higher, the Employee shall have the right to have Union representation present. It shall be the responsibility of the Employee to inform and arrange for Union representation at a disciplinary meeting. The Employer shall endeavor to give the Employee sufficient advance notice of any such meeting so the Employee may attempt to arrange for Union representation.

Article 26 GRIEVANCE PRODECURE

26.01 The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute arising out of the application of interpretation of the terms of the Agreement or applicable provisions of the Personnel Policy, including alleged unjust discharges of layoffs. Complaints regarding unjust discharges or layoffs must be filed in writing with the Local, and by the Union with Employer, within fifteen (15) calendar days of such discharge or layoff, or the member waives and grievance regarding same. Complaints regarding matters other than alleged unjust discharges of layoffs shall be presented in writing within thirty (30) calendar days of the event(s) giving rise to the grievance. The Employer shall respond to the Local in writing within ten (10) calendar days following the receipt of the grievance. The grievance process will follow the chain of command. This means that the grievance will be presented to the Department Director and then the City Administrator.—

26.02 Notice of a grievance shall be in writing and shall clearly set forth the issues and contentions of the grieved party or parties. The Employee's representatives and the Employer's labor representative shall attempt to adjust grievances so presented.

26.03 If the representatives of the Employees and Employer are unable to adjust and resolve a grievance, the Employee or Union may submit the issue, within ten (10) calendar days of receipt of the City Administrator's response to the grievance, for consideration by a Grievance Review Board for an opinion on the matter. The Grievance Review Board shall be made up one (1) member of the Local, chosen by the Local, one (1) representative of the City (other than the Emergency Services Department Director and the City Administrator), chosen by the City, and the person serving as the City's Municipal Court Judge, who will act as the Chairperson of the Grievance Review Board. In the event the person serving as the City's Municipal Court Judge charges a fee for serving on the Grievance Review Board, the City and the Union shall split the cost equally.

The Grievance Review Board will conduct a hearing at which the City and Union will present evidence and arguments in support of their positions. The Grievance Review Board will consider the matter and render a decision within 14 calendar days of receipt of the grievance, by secret written vote. The Grievance Review Board's decision will be forwarded to the Local and the City Administrator.

26.04 Any of the time limits specified herein may be extended by mutual agreement of the parties.

26.05 There shall be no strikes or lock outs during the term of this Agreement.

Article 27 LABOR-MANAGEMENT COMMITTEE

27.01 There shall be a Labor-Management Committee comprised of no more than three (3) representatives for the Employees and no more than three (3) representatives for the Employer. The purpose of the committee shall be to facilitate improved labor-management relations by providing a forum for the discussion of mutual concerns. This committee shall meet as may be scheduled.

Article 28 READY TIME

28.01 It is understood that the agreed-upon schedule contemplates that some scheduled hours will be designated as "ready time", when routine inspections, training time, and testing will not be scheduled. Ready time is defined as the standby time in which no routine activities will be scheduled. This time will be the hours from 17:00 hours to 06:00 hours unless released earlier by the Captain on duty. To the extent possible, unusual station cleaning and maintenance and other out-of-the ordinary tasks will be assigned during weekdays rather than on weekends or holidays. During the ready time period, equipment will be maintained in a manner that ensures readiness to respond to any emergency situation. Both parties agree that special circumstances may arise which may require that duties be performed during ready time.

Article 29 PROMOTIONS

29.01 The following procedures shall govern all promotions within the bargaining unit of the Fire Department. All examinations shall be impartial and shall relate to those matters, which will fairly test the abilities of the candidate to discharge the duties of the positions to be filled. Eligibility for promotion to the position of Captain or below shall be based on:

- ____(1)-____ Inbox-Written Exercise
- ____(2)-____ Written Examination
- ____(3)-____ Tactical Exercise
- ____(4)-____ Supervisory Exercise
- ____(5)-____ Panel Interview

29.02 Employees must be Firefighter 1 & 2 certified, Missouri EMT-B at a minimum, have three (3) years Fire/EMS experience and have a record free of disciplinary

write-ups, probation or suspension within the prior year to take part in the promotion process. Employer will promote from within the Department unless there are no qualified internal candidates.

- 29.03** Announcements for promotion examinations shall be posted in each fire Station at least twenty-one (21) days prior to the closing date of the application. Applications received after the closing date shall not be considered.
- 29.04** All applicants will be notified of their final score and relative standing within twenty-one (21) days following the announced promotion. This time period may be extended by agreement of the Union and Department Director.
- 29.05** Promotions shall be in order from the top three (3) of the promotional list.
- 29.06** A promoted Employee shall serve a probationary period of six (6) months.

Article 30 EXTREME WEATHER

- 30.01** Employees will be required to respond to all calls from the public for service regardless of weather conditions. Employees will not be required to do outside routine deferrable maintenance, housekeeping, or training when there is a 25-degree wind chill or 95-degree heat index as measured at Fire Headquarters.

Article 31 OPERATIONAL CHANGE

- 31.01** Reasonable notice should be provided to the Employee in order to provide training at a level that is practical prior to the introduction or the implementation of technological change affecting Employees. The Department shall, by the written notice, furnish the Union with full information of the planned change. This notice shall contain relevant information respecting:
- _____ (a)_____ The nature and the degree of the change.
 - (b)_____ The date or dates on which the Department plans to effect the change.
 - _____ (c)_____ The location or locations involved.

Article 32 STAFFING LEVELS

- 32.01** The Employer will utilize Articles 8 and 9 in an attempt to maintain staffing of seven (7) Employees on duty within the Department at all times and available for response to alarms. This staffing will include one (1) Captain or Qualified Captain and two (2) paramedics.

Article 33 E.M.S. LICENSING

33.01 The Department shall provide sufficient training for the Employee to obtain adequate CEUs (Continuing Education Units) as required by the State of Missouri to maintain the EMS licenses of all the EMTs and Paramedics. It is the employee's responsibility to maintain necessary licenses.

33.02 It will be the responsibility of the Employee to ensure that he or she has adequate CEU's to relicense his or her National Registry and/or State EMS licensure.

33.03 It will be the responsibility of the Employees to provide the EMS Education Coordinator the dates that each license (EMT-B, EMT-P, ACLS, PALS/PEPP, ITLS/PHTLS/BTLS) will expire so that adequate time can be made to have these classes scheduled.

Article 34 [Intentionally left blank]~~Need to renumber below.~~

Article 35 WELLNESS PROGRAM

35.01 The Employer may provide time during normal working hours in which personnel may participate in an approved wellness program and regular exercise.

Article 36 ASSIGNED DUTIES

36.01 The Union shall not prohibit or discourage in any way Employees of the Department from fulfilling any duties and/or contracts entered into by the Department and its officers.

Article 37 NEW EMPLOYEES

37.01 All new Employees shall be on probation for a period of twelve (12) months. Under special circumstances the Department Director may extend the employees probationary period.

37.02 During the probationary period, new employees will be considered members of the bargaining unit and may join the Union.

Attachment: MOU Redline 10-27-14 (1649 : Fire Union Memorandum of Understanding)

37.03 Probationary employees who are released during the probationary period pursuant to Section IX of the Personnel Policy shall not have the right to appeal that release through the grievance process.

Article 38 SAVING CLAUSE

38.01 Should any provisions of the Agreement, or the application of such provision be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted state or federal legislation, such provisions shall be automatically terminated, and the remaining provisions of the Agreement shall remain in full force and effect for the term of the Agreement.

Article 39 DURATION OF AGREEMENT

This Agreement shall be effective from December 1, 2014, through November 30, 2017, and shall continue in effect thereafter unless either party notifies the other in writing on or before ~~August~~ September 1, 2017, that it wishes to meet and confer for purpose of modifying the Agreement. The Agreement shall continue in effect during negotiations for a successor agreement.

THE CITY OF HARRISONVILLE

-

_____ Date _____

Keith Moody
City Administrator

_____ INTERNATIONAL ASSOCIATION OF
_____ FIRE FIGHTERS, EMPLOYEE 3112

_____ Date _____

_____ Jason Honderick _____
_____ I.A.F.F. 3112 President

Attachment: MOU Redline 10-27-14 (1649 : Fire Union Memorandum of Understanding)

_____ Date _____

Larry Francis
Fire Chief

_____ Date _____

_____ Henry Scott
_____ Harrisonville Emergency Services

I.A.F.F. 3112 Vice President

Attachment: MOU Redline 10-27-14 (1649 : Fire Union Memorandum of Understanding)

City of
Harrisonville
est. 1836

STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: November 10, 2014
SUBJECT: Siemens Industry Settlement Agreement

Type of Item: *Agreement*

BACKGROUND - Siemens and the City entered into a Performance Contracting Agreement dated August 16, 2011 (the “PCA”) to install energy saving equipment. The program benefit was the value of the energy saved would be more than adequate to pay for the installation and the purchase of the equipment. The payback is much quicker on some equipment. The plan was to blend the savings to achieve an overall project payback in 14 years. The WWTP and Water Treatment Plant was combined with projects in the Community Center for a total project cost of \$770,278 (25% Community Center, 75% Water/Sewer). The anticipated annual savings were \$74,296. Siemens guaranteed the city would achieve these savings each year. The city is required to pay for an annual energy audit to verify the savings, the cost of the audit is \$4,000 each year. This was all stipulated in the PCA.

ISSUE - Because the savings were stipulated in the PCA, the audit was a review of the assumptions and spreadsheet to calculate the savings on each item replaced. Siemens identified an error in the spreadsheet that overstated the annual savings by \$11,182. The annual savings are guaranteed. Siemens has requested the city consider a one time payment in lieu of annual payments for the next 13 years. Staff has negotiated a one time payment of \$121,000.

The Public Works Committee recommends acceptance of the one time payment from Siemens Industries. They further recommend 75% be allocated to the CWSS and 25% to the Community Center Funds

Council Bill No. 095

Resolution No.

A Resolution Authorizing the City Administrator of Harrisonville, MO to accept a One Time Payment of \$121,000 from Siemens Industry to Compensate the City for an Overstatement of Energy Savings Promised in 2011

WHEREAS, the City of Harrisonville entered into an agreement with Siemens Industry in August 2011 to install energy saving equipment, and

WHEREAS, Siemens overstated the amount of savings the city might expect from the new equipment in an amount of \$11,182 for the next 13 years, and

WHEREAS, Siemens Industry has offered a one-time payment of \$121,000 to compensate the city for this overstatement of savings

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 accept the one-time payment from Siemens Industry in an amount of \$121,000

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 17th day of November 2014

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 17th day of November 2014

City of Harrisonville
Year 1 Period Savings
 November 1, 2012 - October 31, 2013

Period Program Savings									
Measure Description	Annual Electrical Savings (kWh)	Annual Electrical Savings \$	Annual Demand Savings (kW)	Annual Electrical Savings \$	Annual Water Savings (Gal.)	Annual Water Savings \$	Period Utility Savings	Monthly Operational	Total Period Savings
WWTP Blower	258,471	\$ 20,574	633.1	\$ 5,913	0	\$ -	\$26,487	\$ -	\$ 26,487
WWTP Lighting	3,597	\$ 286	13.0	\$ 118	0	\$ -	\$404	\$ 22	\$ 426
PWTP Decant Pump	574	\$ 46	2.3	\$ 21	204,000	\$ 1,492	\$1,559	\$ 150	\$ 1,709
PWTP Basin Motor	4,306	\$ 343	17.2	\$ 161	0	\$ -	\$503	\$ 45	\$ 548
PWTP Pump VFD	79,749	\$ 6,348	437.0	\$ 4,082	0	\$ -	\$10,430	\$ 200	\$ 10,630
PWTP Lighting	3,794	\$ 302	15.0	\$ 140	0	\$ -	\$442	\$ 8	\$ 450
CC Lighting	188,209	\$ 14,981	409.0	\$ 3,820	0	\$ -	\$18,801	\$ 381	\$ 19,182
CC Occupancy Lighting	32,812	\$ 2,612	0.0	\$ -	0	\$ -	\$2,612	\$ 66	\$ 2,678
	571,512	\$ 45,492		\$ 14,255		\$ 1,492	\$ 61,239	\$ 872	\$ 62,111

Total Period Savings: \$ 62,111
Total Period Guarantee: \$ 73,293
Variance for Period: \$ (11,182)

Project Savings to Date: \$ 72,463
Savings Guarantee to Date: \$ 73,293
Project Variance to Date: \$ (830)

	kWh	\$	kW	\$	Gals	\$	Operational
Option A Savings	533,820	\$ 42,492	1,507.1	\$ 14,073			
Total		\$ 56,565					
Option E Savings	37,692	\$ 3,000	19.5	\$ 182		\$ 1,492	\$ 872
Total		\$ 3,182					
		\$ 62,111					
Construction + Yr 1 Opt. A - Elect.	578,305	\$ 65,993					
Construction + Yr 1 Opt. E - Elect.	40,833	\$ 3,713					
Construction + Yr 1 Opt. E - Water		\$ 1,740					
Construction + Yr 1 Opt. E - Operational Svgs		\$ 1,017					
		\$ 72,463					

SETTLEMENT AGREEMENT

This settlement agreement is entered into this ____ day of November, 2014 by and between Siemens Industry, Inc. ("Siemens") and the City of Harrisonville, Missouri (the "City").

I. Recitals

WHEREAS Siemens and the City entered into a Performance Contracting Agreement dated August 16, 2011 (the "PCA");

WHEREAS, pursuant to the PCA, Siemens was required to provide waste water treatment plant blower retrofit, lagoon decant pump replacement, basin mixer motor/gear box replacement, raw water pump VFD retrofit and lighting upgrades for the City;

WHEREAS, upon completion of installation and during the first Annual Period that there was Savings Shortfall for Annual Period 1 as those terms are defined in the PCA, which the parties determined would continue for the entirety of the Guarantee Period, and

WHEREAS, the Parties wish to resolve any and all outstanding issues respecting the PCA, Performance Guarantee and any Savings Shortfall

II. Agreement

1. The definitions set forth in the PCA shall have the same meaning herein.
2. The recitals set forth above are hereby incorporated into this Agreement.
3. Siemens Industry Inc. will deliver to the City a check in the amount of \$121,000 within seven (7) calendar days of the City's execution of this Agreement ("Settlement Payment"). The City warrants that it shall, after its receipt of the Settlement Payment, use the Settlement Payment to service the debt owed by the City as incurred to pay for this project.
4. Upon receipt of the Settlement Payment, City shall forever, release and discharge Siemens from any and all claims, demands, causes of action, charges, complaints, suits and liabilities of every kind and character which City has ever had or may now have against Siemens, whether in tort, contract or statute, at law or in equity, known and unknown, asserted or unasserted, suspected or unsuspected in any way related to the PCA, Performance Guarantee and any Savings Shortfall under the PCA.
5. Each party shall bear its own attorneys' fees related to this Agreement.
6. The Parties acknowledge that they have been represented by competent counsel in the negotiations of this Agreement and, being fully advised as to the legal effect of this Agreement, execute this instrument freely and voluntarily.
7. The provisions of this Agreement are severable, and, if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement has been mutually drafted by the Parties. In the event of an ambiguity in its interpretation, the Agreement shall be construed without regard to the drafter.
8. This Agreement shall bind the heirs, successors, representatives and assigns of each Party. The Parties each warrant that they have not assigned their Claims to any other person or entity.
9. This Agreement shall be construed according to the laws of the State of Missouri. The Parties agree that any dispute or action brought pursuant to or to enforce this Agreement shall be brought in state or federal court in Missouri.

Siemens Industry, Inc.

585 Slawin Court
Mount Prospect, IL 60056
USA

Tel: +1 847 803-2700

SIEMENS

Industry

10. This Agreement may be executed in one or more counterparts and by PDF copy or facsimile, each of which shall constitute an original binding agreement.
11. The individuals executing this Agreement below have authority to bind their principals and do bind them by executing this Agreement.
12. City acknowledges that, to the extent legally permissible under applicable law, the terms of this Settlement Agreement shall remain confidential and proprietary to SIEMENS and City shall not undertake voluntary efforts to disclose the terms or existence of this agreement. The Parties acknowledge that such disclosure as is legally required shall be undertaken by the affected Party.

City of Harrisonville

Print _____

Sign _____

Date _____

Title _____

Siemens Industry, Inc.

Print _____

 Sign Paul Hayes 11/3/14

 Date Paul Hayes, Vice President

 Title Siemens Industry, Inc.
Building Technologies Division

Print _____

Sign _____

Date _____

Title _____

Siemens Industry, Inc.

 585 Slawin Court
 Mount Prospect, IL 60056
 USA

Tel: +1 847 803-2700