City of Harrisonville est. 1836

AMENDED AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 20, 2017
7:00 PM

1. **Call to Order/Pledge of Allegiance**

2. **Roll Call**

   A. **Roll Call**

3. **Ceremonial Matters**

4. **Public Participation**

5. **Approval of Minutes**

   A. **Board of Aldermen - Regular Meeting - Mar 6, 2017 7:00 PM**

6. **Agenda Items**

   A. **Approval of a Revised Hangar Lease for Lawrence Smith Memorial Airport**

   B. **Approval of an Update to the Emergency Services Director Job Description**

   C. **Council Bill 018: A Resolution of the Harrisonville Board of Aldermen Rescinding Resolution 07-17 and Authorizing the City Administrator to Enter into an Agreement with Feld Fire to Purchase a New Type 1 Ambulance for the Harrisonville Emergency Services Department in an Amount Not to Exceed $207,999.00**

   D. **Council Bill 019: A Resolution Authorizing the City Administrator to Execute an Agreement with Golden Valley Tractor, Inc. For The Purpose of Purchasing a New Skag "Cheetah" Mower in an Amount Not to Exceed $10,413.00.**

   E. **Council Bill 020: A Resolution of the City of Harrisonville, Missouri, Repealing City Incentives but Retaining the Authority to Enforce Criteria within the Harrisonville Enhance Enterprise Zone**

F. Council Bill 021: ORDINANCE AUTHORIZING FILING OF APPLICATIONS WITH THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) BY THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION (MJMEUC) ON BEHALF OF THE CITY OF HARRISONVILLE, MISSOURI, A MEMBER CITY OF MJMEUC, FOR WAIVERS UNDER THE PUBLIC UTILITY REGULATORY POLICIES ACT OF 1978 (PURPA) FOR FACILITIES GREATER THAN 20MW AND EXEMPTING CITY FROM PURCHASE REQUIREMENTS REGARDING QUALIFYING FACILITIES AND ADOPTING RULES FOR COMPLIANCE WITH FERC'S PURPA REGULATIONS

G. Discussion re: Harrisonville Senior Living Center, LLC and Chapter 353 Agreement

7. Aldermen and Committee Reports

8. Report from the City Administrator

A. City Administrator's Report

9. Report from the Mayor

10. Adjourn From Regular Session

Posted on City Hall Bulletin Board this 17th day of March 2017

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Sheryl Stanley, Deputy 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

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 6, 2017
7:00 PM

1. Call to Order/Pledge of Allegiance

The meeting was called to order at 7:01 p.m. by Mayor Hasek.

2. Roll Call

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Absent	
Josh Stafford	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Also present: City Attorney John Fairfield, City Administrator Happy Welch, Finance Director Marcella McCoy, Police Chief John Hofer, EMS Director Eric Myler, Director of Public Works Eric Patterson, Street Superintendent Rodney Jacobs, Director of Parks and Recreation Chris Deal, Public Information Officer/Deputy City Clerk Sheryl Stanley, recording.

3. Ceremonial Matters

A. A Service Award Honoring Chris Osterberg for 15 Years of Loyal Service to the City of Harrisonville, MO

Mayor Hasek presented a service award to Lieutenant Chris Osterberg, Harrisonville Police Department, for 15 years of service to the city.

4. Public Participation

There were no public comments made during public participation.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Feb 21, 2017 7:00 PM

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

6. Agenda Items

A. A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for a 2017 Ford F250 Pickup Truck for the Street Department with Max Ford, Harrisonville, in an Amount not to exceed $27,445

Street Superintendent presented the request for the purchase and there were no questions from the aldermen. Following its passage, 7-0, Council Bill 015 was designated Resolution 006.

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

B. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE FOR THE PURCHASE OF ONE (1) 2017 FORD F450 TYPE - 1 AMBULANCE FOR THE HARRISONVILLE EMERGENCY SERVICES NOT TO EXCEED $189,779.00

Interim EMS Director Eric Myler presented the request for the ambulance purchase. He said the specified model was similar to the one purchased in 2016, but it does include the power lift for cots, which staff thought was necessary considering the patients who are transported and the heavy medical equipment which sometimes must accompany them.

Alderman Bowman asked about the value of the van that was being traded in. Mr. Myler said it is difficult to assign a value to such vehicles because of their unique role in the fleet, but reminded the aldermen that each bidder had included a trade in allowance for the van.

Mr. Welch said, although the ambulance bid is over budget, he felt the needed funds could be found.

Following its 7-0 passage Mayor Hasek designated Council Bill 016 as Resolution 007.

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

C. An Ordinance Approving the Lease Agreement for the Trap & Skeet Range at North Park Lake in Harrisonville, MO

Parks and Recreation Director Chris Deal presented the proposed lease document. He said there had been only one bidder but that prospect had met all the specifications of the proposal. He also told aldermen that City Attorney Fairfield had reviewed the lease document and made appropriate changes. Alderman Dickerson moved that the bill receive a second reading and Alderman Bowman seconded his motion. This passed on a roll call vote, 7 ayes, 0 nays, 1 absent, 0 abstain. Following its second reading and passage as indicated in the vote record below, Council Bill 017 was designated Ordinance 3401.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Bowman, Stafford, Dickerson, Turner, Milner, Reece, Bockelman
ABSENT:	Clint Long

7. Aldermen and Committee Reports

Alderman Bowman asked about the money budgeted in the Fire/EMS budget for write-offs. She asked what other cities do to collect these funds and offered to help in any way in this effort. City Administrator Welch said he would do some research to determine how other cities handle this. Alderman Bowman thanked the police and EMS for their service. She also mentioned she had attended the drama presentation of "Peter Pan" at the middle school and felt the performance was excellent.

8. Report from the City Administrator

A. City Administrator Report

City Administrator Welch recapped the current status of staffing efforts, noting the number of applications received for the various openings. He also reminded aldermen about the statewide tornado drill that would be held Tuesday, March 7, 10:00 a.m.

9. Report from the Mayor

Mayor Hasek noted he was excited about the opening of the Brick House Eatery on the square and congratulated the high school girls' basketball team for winning the district championship.

10. Adjourn to Executive Session: RSMo. 610.021(1) - Legal; RSMo. 610.021 (3) Personnel

Alderman Dickerson moved the aldermen go into Executive Session to receive an update on legal matters from City Attorney Fairfield and to discuss personnel issues with City Administrator Welch. Marcy Milner seconded his motion. Roll Call Vote: 7 ayes, 0 nays, 1 absent, 0 abstain.

Meeting adjourned to Executive Session at 7:19 p.m.

11. Adjourn From Regular Session

The meeting returned to regular session at 7:37 p.m. Judy Bowman moved the meeting be adjourned, Marcy Milner seconded. Motion carried on a 7-0 voice vote. Meeting adjourned at 7:38 p.m.

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

ATTEST:

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Kim Hubbard, City Clerk

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **March 13, 2017**

SUBJECT: **Hangar Lease Revised**

Type of Item: *Agreement*

With Mr. Fairfield and Airport Manager James Green, we have revised and updated the hangar lease contract for Hangar 6 at the airport. This will be the template we will use for future hangar leases.

A. Action Item (ID # 2468)

Approval of a Revised Hangar Lease for Lawrence Smith Memorial Airport

Attachments:

2-28-2017 Harrisonville Hangar Lease - FINAL (PDF)

HANGAR LEASE AGREEMENT
CITY OF HARRISONVILLE
LAWRENCE SMITH MEMORIAL AIRPORT

HANGAR LEASE AGREEMENT
CITY OF HARRISONVILLE
LAWRENCE SMITH MEMORIAL AIRPORT

THIS LEASE is entered into effective the **1st day of February, 2017**, between the City **of Harrisonville, Missouri**, (hereinafter "**City**") a municipal corporation of the State of Missouri, and **Havis Wright**, an individual of Pleasant Hill, Missouri (hereinafter "**Lessee**").

IT IS AGREED BETWEEN CITY AND LESSEE AS FOLLOWS:

1. PREMISES.

City hereby leases to **Lessee**, upon the terms and conditions herein set forth, in its present "as is" condition Hangar No. 6 located at the Lawrence Smith Memorial Airport, 27503 State Route 7 South, Harrisonville, MO 64701 ("**Premises**").

2. TERM.

The term of this **Lease** shall begin the **1st day of February, 2017**, for a term of one month and continuing on a month to month basis until such time as written notice of termination is provided by either party.

The **City** or **Lessee** may terminate this lease, with or without cause, by delivering written notice of termination not less than thirty (30) days prior to the effective date of termination. If termination is effective on or before the fifteenth (15th) of the calendar month, and the **Basic Rent** and all other payments due by **Lessee** are current and paid, **Lessee** shall be entitled to a refund of one-half month's rent. If termination is effective after the fifteenth (15th) of the calendar month, **Lessee** shall not be entitled to any refund of that month's **Basic Rent**.

3. RENT.

The base rent shall be the sum of **$120.00** dollars per month ("**Base Rent**"), due and payable in advance. The first monthly **Base Rent** payment is due and payable on the first day of ________________________, 2017, without any prior demand therefore and without any deduction or setoff whatsoever, with like payments of **Base Rent** due on the 1st day of each month thereafter during the term hereof. The address for all payments hereunder is:

City of Harrisonville
Attn: Accounts Receivable
P.O. Box 367
300 East Pearl Street
Harrisonville, MO 64701

or such other address as the City may notify **Lessee** of in writing.

3.1. Initial Late Fee.

For any payment not received by **City** by the close of business, 5:00 p.m. C.S.T., on the fifth of the month, **Lessee** will be charged a late fee of **$25** dollars, and an additional $25 per month for any said payment that is not actually received by the **City** by the 1st day of the second and third month.

3.2. Additional Penalty.

Lessee shall be charged an additional penalty of $50 per month for any said payment that is not actually received by the **City** by the 1st day of the fourth month and for each succeeding month thereafter, until such delinquent payment is paid in full.

3.3. Electric Usage.

All electricity usage is to be paid by the City unless the monthly amount exceeds 70 kwh whereby the City will then issue a bill for which the **Lessee** will be responsible for as additional rent ("Electric Bill"). Said Electric Bill shall be due and payable by **Lessee** within ten (10) days of the date of said Electric Bill or such due date as stated on the Electric Bill.

3.4. Additional Rent.

Any monetary obligation of **Lessee** to **City**, other than **Basic Rent,** under the term of this lease shall be deemed to be additional rent.

3.5. City May Amend Monthly Basic Rent.

The **City** from time to time may amend the monthly **Basic Rent** recited above by providing **Lessee** with at least thirty (30) days written notice of the amended **Basic Rent** rate.

4. SECURITY DEPOSIT.

Lessee hereby deposits with the **City** and the **City** acknowledges receipt of the sum equal to one (1) month's rent as a security deposit for the Premises which shall be retained by **City** as security ("**Deposit**") for the faithful performance by **Lessee** of all of the provisions, conditions and covenants of this Lease.

4.1. At no time during the Term shall **Lessee** construe the **Deposit** to be rent or elect to apply the same to any other sums due and payable by **Lessee** hereunder.

4.2. In the event of a default of any kind or nature by **Lessee** under this Lease, **City** may elect to retain the **Deposit** as liquidated, stipulated and agreed upon damages, offset the same against the actual loss or damage sustained, or expend so much thereof as my be necessary to cure any such default, but in the latter two instances, the liability of **Lessee** shall only be discharged proportionately should the **Deposit** be insufficient to satisfy the debts due or damages incurred by **City**.

4.3. If at any time during the term **City** should use the **Deposit** as aforementioned, then **Lessee** agrees to promptly replace the sum expended upon demand by **City**.

4.4. Nothing contained in this **Lease** shall require or be deemed to require **City** to resort to the **Deposit** prior to exhausting any and all other rights and remedies available against **Lessee** nor shall anything contained herein be construed to deprive **City** of any other remedy whether at law, in equity, or reserved under this Lease should **City** resort to the **Deposit** pursuant to this Section 4.

4.5. **City** shall not pay **Lessee** any interest on the **Deposit** nor be required to maintain the same separately from other funds of **City**.

4.6. **City** shall return the **Deposit** or so much to **Lessee** thereof as has not heretofore been applied by **City** for the purposes stated herein, without interest or other increment, within thirty (30) days after the expiration of this Lease, the vacation of the **Premises** by **Lessee**, and the performance by **Lessee** of all the other provisions and conditions contained herein without default of any nature whatsoever. Should **Lessee** return the **Premises** in a condition unacceptable to the **City**, the **City** reserves the right to deduct from said **Deposit** the amount required to restore the **Premises** to the condition prior to this **Lease**, except for usual wear and tear, or to credit said **Deposit** against any delinquent payments.

5. USE AND USE RESTRICTIONS.

5.1. Permitted Uses of Premises and Airport Public Areas.

5.1.1. Occupancy of the P**remises** is subject to a business license or other required approval by local, State or Federal governments.

5.1.2. The **Premises** are leased to the **Lessee** only for the storage and housing of aircraft, and such other personal property permitted in writing by the Airport Manager; and **Lessee** shall not use the Premises for any other commercial business, enterprise or activity without express written consent of the **City**.

5.1.3. **Lessee** shall have the right to use all public areas of the airport, including runways, taxi-ways, and related airport facilities customarily used by the air traveling public.

5.2. Lessee Shall Not.

5.2.1. Use the Premises or permit the use thereof in such manner as to make void or increase the rate on insurance thereon;

5.2.2. Store flammable liquids, bases or flares within the rented **Premises**; however, **Lessee** may store aviation oil in a sealed container;

5.2.3. Paint, dope or spray paint aircraft or any other items within the **Premises**;

5.2.4. Fuel or defuel aircraft within the rented **Premises**;

5.2.5. Store personal property not directly associated with operation or maintenance of the **Lessee**'s aircraft, within the **Premises** without the written consent of the City or Airport Manager; however, **Lessee** may temporarily park operable motor vehicles in designated areas while the aircraft is being used;

5.2.6. Store aircraft within the Premises that exceed the 12,500 pound weight bearing capacity of the Premises;

5.2.7. Operate or allow the operation of electric heaters, appliances or similar electrical devices within the rented Premises unless the **Lessee** or **Lessee**'s agent, servant or employee is present during the operation of such devices; or

5.2.8. Use the Premises for any commercial or business purposes not expressly authorized in writing by the City.

6. CONDITION OF PREMISES.

6.1. Lessee Accepts Premises "AS IS".

Lessee accepts the **Premises** in the present "AS IS" condition thereof, agrees to keep and maintain the Premises in as good condition as present, and free from debris, danger of fire or any nuisance; to commit no acts of destruction, or other acts tending to injure or deface the **Premises**, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this lease will deliver the Premises in as good condition as when **Lessee** received the Premises, loss by fire (not caused by **Lessee**'s, or **Lessee**'s customers, guests or agent's intentional act), unavoidable accident and ordinary wear excepted. **Lessee**'s entry into possession of the Premises shall be conclusive evidence that the Premises and appurtenance then were in good order and repair.

6.2. No Representation As To Condition.

Lessee acknowledges and agrees that no representations as to the condition or repair of the **Premises** or any sidewalks, driveway, grounds, offices, garages, or steps, if any, nor any promise to clean, decorate, alter, repair, or improve the **Premises** has been made by the **City** except as herein set forth.

7. REPAIRS AND MAINTENANCE.

7.1. City Responsibility.

7.1.1. City agrees to maintain the Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this lease. Provided, however, **Lessee** shall have the duty to take such reasonable actions necessary to mitigate any damage to the **Premises** until **City** is able to protect the Premises from further damage and then repair the **Premises**.

7.1.2. City agrees to provide adequate trash collection service to the Premises for normal operations.

7.2. Lessee Responsibility.

7.2.1. **Lessee** shall be responsible for disposal of all hazardous materials.

7.2.2. **Lessee** shall, in addition to other responsibilities specified herein, keep the **Premises** in clean and sanitary condition.

8. ENTRY AND INSPECTIONS.

Lessee agrees to permit the **City's** agents to have, at any reasonable time, the full and unrestricted right to enter the **Premises** for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this lease, and, to make such repairs, alterations, and improvements to the Premises as **City** may deem necessary. **City** shall not be liable for any inconvenience caused to **Lessee** by any such work, nor shall any entry or activity incident thereto be construed as an eviction of **Lessee** or have any effect upon this Lease or upon the obligations of **Lessee** hereunder. If entry into the **Premises** shall be necessary on account of an emergency or permissible under the terms of this Lease and **Lessee** shall not be present to open the **Premises**, **City** or **City**'s authorized agents, may enter by use of a master key or may forcibly enter, and neither **City** nor **City**'s authorized agents, shall incur liability therefore, except through gross negligence, and such entry shall have no effect on the obligations of **Lessee** under this **Lease**; provided, however, the foregoing shall impose no duty on **City** to enter the **Premises**.

9. INSURANCE.

9.1. Lessee to Maintain General Liability Insurance.

Lessee shall procure and maintain in force, without cost or expense to **City**, on or before the commencement date of the **Lease** and throughout the **Lease** term or as long as **Lessee** remains in possession of the leased Premises, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the leased Premises with liability limits of not less than $1,000,000, per occurrence. **City** shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without thirty (30) days prior written notice to **City**. **Lessee** shall provide **City** with a certificate or certificates of such insurance within ten (10) days of the execution of this **Lease**.

9.2. Lessee to Maintain Insurance to Protect Its Interests.

Lessee, at its sole cost and expense, shall obtain and maintain such insurance as **Lessee** deems necessary in order to protect its interest in connection with **Lessee's** use of the **Premise**. The **City** shall have no responsibility or obligation whatsoever to provide **Lessee** with any insurance or policies of indemnity in connection with **Lessee's** use of the **Premises**.

10. LESSEE TO INDEMNIFY CITY.

Lessee shall indemnify and hold harmless the **City**, its agents, officers, representatives, public officials and employees from all loss, and against all claims, demands, causes of action, suits, judgments or liability of any nature including, but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising directly or indirectly out of with the use, activities, and occupancy of the leased **Premises** by **Lessee**, its agents, servants, employees, guests, business visitors or invitees (collectively "**Lessee's Agents**"), under this lease or by reason of any negligence, act or omission of **Lessee** or **Lessee's Agents**.

11. ALTERATIONS/MECHANICS LIENS.

11.1. **Lessee** shall not make or suffer to be made any alterations of said **Premises** or any part thereof without the written consent of the **City**. Any such alterations must meet the **City's** code requirements in effect at the time of such proposed alterations, including any requirement to obtain permits unless otherwise provided in a separate written agreement between the parties hereto. **Lessee** shall be responsible for the cost of any alteration. **Lessee** shall be liable to the **City** for all costs incurred by the **City** as a result of an alteration made without the **City's** consent or not in compliance with all applicable City codes.

11.2. Any permitted alterations to the **Premises** except removable furniture and trade fixtures, shall become at once part of realty and belong to the **City**. Should consent be given to any alteration, **Lessee** shall keep the **Premises** free of any claim of lien arising out of any work performed or material furnished or obligations incurred by **Lessee**.

12. LESSEE SHALL NOT HOLD CITY AND AGENTS LIABLE.

Lessee agrees that it will not hold the **City**, its agents, officers, representatives, or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other cause except by the intentional or willful act of the **City**, whether that cause be loss to any airplane, automobile, personal property or any part thereof that may be located or stored in the hangar, aprons, field or any other location at the Lawrence Smith Memorial Airport ("**Airport**"). **Lessee** further agrees that the airplane(s) and its contents are parked on the **Premises** at **Lessee's** risk.

13. WAR OR NATIONAL EMERGENCY.

During time of war or national emergency, the **City** shall have the right to enter into any agreement with the United States government for military use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the **Airport**. If any such agreement is executed, the provisions of this Lease insofar as they are inconsistent therewith shall be suspended.

14. UNRESTRICTED RIGHT TO AIR SPACE.

There is hereby reserved to the **City** for the use and benefit of the public, a free and unrestricted right of flight of the public and free and unrestricted right of flight for the passage of aircraft in the air space above the **Premises** herein described together with the right to cause in said air space such noise as may be inherent to the operation of aircraft.

15. LESSEE SHALL NOTIFY CITY OF NAME CHANGE.

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

16. UTILITIES.

To the extent that any utilities, including water, gas, heat, light, power, telephone or cable are separately metered exclusively to the **Premises**, then **Lessee** shall arrange for same and pay the full cost thereof, together with any taxes or assessments thereon.

17. TAXES.

17.1. Personal property Taxes.

Lessee shall be solely responsible for the payment of any and all personal property taxes on all of its personal property located on the **Premises**. Further, **Lessee** shall be responsible for any and all taxes on its business operations.

17.2. Real Estate Taxes.

City shall pay all real estate taxes and assessments, general or special, imposed, charged or levied against the **Premises**, if any.

18. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION/NON-DISCRIMINATION.

18.1. Equal Employment Opportunity.

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

18.2. Non-Discrimination.

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

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

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

19. RESERVATIONS.

19.1. The **City** reserves exclusive rights to all gas, oil and minerals in and under the soil provided that exploitation of such gas, oil or minerals by the **City** shall not unreasonably or materially interfere with the **Lessee's** use of the leased **Premises**, and provided further that such reservation of rights shall not result in cost or expense to the **Lessee**.

19.2. The **City** reserves the right to grant utility rights-of-way to itself and others over, under, through, across or on the leased **Premises** provided that such use will not unreasonably or materially interfere with the **Lessee's** use of the leased **Premises**, and provided further, that such reservation or grant of rights shall not result in cost or expenses to the **Lessee**.

20. TERMINATION.

20.1. Premises Are Destroyed.

If during the term of this lease, the **Premises** are destroyed or so damaged by fire or other unavoidable casualty as to become unusable, either party may terminate the lease by giving written notice of the intention to do so within five (5) days after such casualty.

20.2. Lessee Fails to Comply with Lease Terms.

Lessee agrees that in the event of failure to comply with the terms and conditions of this **Lease Lessee** shall be considered in default and this **Lease**, at the option of the **City**, shall terminate. If the **Lessee** is declared to be in default, the **City** may take immediate possession of the **Premises** and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said default, all rights of **Lessee** shall be forfeited, provided, however, the **City** shall have and reserve all of its available remedies at law as a result of said breach of this **Lease**. Failure of the **City** to declare this **Lease** terminated upon default of **Lessee** for any of the reasons set out shall not operate to bar, destroy, or waive the right of the **City** to terminate this **Lease** by reason of any subsequent violation of the terms hereof.

20.3. Termination of Lease.

Upon any termination of this lease, whether by lapse of time or otherwise, the **Lessee** shall peaceably surrender possession and vacate the **Premises** immediately, and deliver possession thereof to the **City** any improvements thereon, excluding **Lessee's** equipment, in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and **Lessee** hereby grants to the **City** full and free license to take immediate possession of the Premises by forcible entry, detainer suit or otherwise, remove all persons therefrom, and place any property of **Lessee** situated in or on the Premises in storage at the expense of and for the account of **Lessee**, all without further demand or notice to **Lessee** and without being liable to prosecution or any claim for damages with or without due process of law. The **Lessee** will remove all personal property and equipment by the last day of the term or upon any termination of the **Lease**.

21. DEFAULT BY LESSEE – REMEDIES OF CITY.

All rights and remedies of the City herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this lease provided, the City shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this lease.

21.1. Default.

The occurrence of any of the following circumstances shall constitute a material default and breach of this **Lease** by **Lessee**:

21.1.1. Failure to pay any rental installments or other sums of money required of **Lessee** as and when due hereunder;

21.1.2. Failure to perform or observe any provision, condition or covenant of **Lessee** (other than the payment of money) as set forth in this **Lease** for a period of ten (10) days following mailing of written notice addressed to the **Premises** thereof setting forth the factual circumstances of the alleged default: provided, however, that if the nature of the particular default is such that it cannot be reasonably cured within the said period, then, only upon failure of **Lessee** to have commenced its cure within the said period and thereafter continue in a commercially diligent manner towards the correction thereof;

21.1.3. Abandonment of the Premises (abandonment shall mean moving from the premises and failure to pay rents promptly when due);

21.1.4. The filing by or against **Lessee** of a petition to be adjudged bankrupt, or if the leasehold interest of the Tenant is levied upon under execution or be attached by process of the law;

21.1.5. The filing by **Lessee** of a petition for reorganization, arrangement, or other relief under any law relating to bankruptcy or the taking advantage of any insolvency law; or,

21.1.6. The appointment of a receiver or trustee to take possession of substantially all of the assets of **Lessee** situated on the Premises.

21.2. Remedies.

Upon the occurrence of any of the circumstances of default as set forth in this Section and for so long as the same shall continue to exist, **City** may hold and/or declare **Lessee** in breach of this **Lease** by giving written notice thereof: whereupon, **City** shall have, in addition and without prejudice to those rights of recovery which may be available through other actions or procedures at law or in equity, the option to pursue any one or more of the remedies hereinafter set forth:

21.2.1. Request **Lessee** to immediately surrender the Premises; and, upon the failure of **Lessee** to do so, take immediate possession of the Premises by forcible entry, detainer suit or otherwise, remove all persons therefrom, and place any property of **Lessee** situated in or on the Premises in storage at the expense of and for the account of **Lessee**, all without further demand or notice to **Lessee** and without being liable to prosecution or any claim for damages; and,

21.2.2. If City should re-enter and take possession of the Premises as aforesaid and elect not to terminate this Lease, then City may construe all rentals reserved for the balance of the Term, if any, as accelerated and immediately due and payable; elect to recover all rental and other costs to be paid by Lessee hereunder; and,

21.2.3. Relet all or any part of the Premises upon such provisions, conditions, and for such rental as shall be satisfactory to City, holding Lessee responsible for any expenses incurred by City in conjunction with or under the reletting transaction which are not to be realized or recaptured therefrom including, but not limited to, the cost of repairs, alternations, and/or additions to the Premises that may be required or convenient, commissions, and legal fees and expenses. All sums accruing under this subsection shall be paid by Lessee to City within ten (10) days after demand therefore and, upon the failure of Lessee to timely pay the same, City may file suit to recover such sums or expenses from time to time, no prior suit for or recovery of any sum or expenses previously due City hereunder being of any defense to subsequent action brought for any amount still not reduced to judgment in favor of City; and

21.2.4. If City should re-enter and take possession of the Premises as aforesaid and elect to terminate this Lease, then City may recover from Lessee the cost of obtaining possession of the Premises; (a) the worth (including interest on the amount due at the maximum rate permitted by law) at the time of termination, of all rent and other sums then in arrears; and, (b) any other expenses or costs of whatever nature incurred by City enforcing the provisions, conditions and covenants of this Lease; and

21.2.5. Terminate this Lease at any time.

21.3. City's Legal Act No Waiver of Rent and Performance.

The liability and/or responsibility of **Lessee** for the payment of rent and other monies due and payable, and the performance of the compliance with the **Lease** shall not be waived, released, discharged, or terminated by service of any notice or demand upon **Lessee**, the institution of legal proceedings, or any other legal act by **City** which may result in the termination of the right of possession of **Lessee** to the **Premises** unless specifically stipulated in writing by **City** to the contrary or decreed by a court of competent jurisdiction.

22. HOLDOVER BY LESSEE.

If the **Lessee** remains in possession without the written consent of the **City** at the expiration of the lease or upon termination of the **Lease** by **City**, **Lessee** may, at **City's** option, be deemed to be a month-to-month tenant, and the **City** may recover, in addition to the rights described herein, **<u>monthly rental of twice the amount</u>** specified in this **Lessee** or the actual damages sustained by **City**, whichever is greater, plus the **City**'s costs of recovering said amounts and possession, including a reasonable attorney fee as specified hereunder. Provided, however, nothing contained herein shall be construed as authorizing **Lessee** to holdover upon expiration of the term, without the written agreement signed by **City**.

23. ABANDONMENT AND DISPOSAL OF PERSONAL PROPERTY BY CITY.

If **City's** right of re-entry is exercised following abandonment of the Premises by **Lessee**, then, after six (6) months, **City** may consider any personal property belonging to **Lessee** and left on the Premises to also have been abandoned, in which case **City** may dispose of all such personal property in any manner **City** shall deem proper and **City** is hereby relieved of all liability for doing so. Any property of **Lessee** sold at public or private sale or retained by **City** shall be applied by **City** against (1) the expenses of **City** for removal, storage, or sale of said property, (2) the arrears of rent, future rent, or any payments payable by **Lessee** to **City** under this lease, and (3) any other damages to which **City** may be entitled under this Agreement. The balance of such amounts received, if any, shall be sent to **Lessee**, at **Lessee's** last known address.

Except as stated in this **Section 23.**, nothing contained herein shall be deemed to permit the **City** to confiscate or otherwise possess any aircraft located on the **Premises** for the purpose of permanent ownership of such aircraft by the **City**. It is agreed to and acknowledged by the parties hereto that the City's remedies set forth above, which include removal of property of the Tenant in the event of a default by Tenant hereunder, shall be for the purpose of permitting the

City to use the Premises for such other purposes as it deems necessary, but not for the purpose of obtaining ownership of Tenant's aircraft.

24. NOTICES.

All notices to be given to either party under this lease shall be given by personal delivery or, except as herein otherwise expressly provided, shall be in writing and shall be sent by certified mail, return receipt requested, to the proper business address of both parties. The effective date of service of any such notice shall be the date such notice is deposited with the United States Postal Service as first class mail to **Lessee** or to the **City**.

24.1. City:

Notice to **City** shall be properly addressed to:

City of Harrisonville
Attn: Accounts Receivable
P.O. Box 367
300 East Pearl Street
Harrisonville, MO 64701,

or such other address as **Owner** may designate in writing to **Lessee**.

24.2. Lessee:

Notice to **Lessee** shall be properly addressed to:

Havis Wright
18711 S. Parrott Farm Road
Pleasant Hill, Missouri, 64080,

or such other address as **Lessee** may designate in writing to **Owner**.

25. MISCELLANEOUS.

25.1. Assignment and Modification.

Lessee shall not assign, transfer, exchange or encumber this **Lease** or the **Premises**, or any part thereof, and shall not sublet any part of the **Premises** without the express written consent of the **City**. This **Lease** shall not be modified or amended in any way, except if done in writing, and signed by both **City** and **Lessee**.

25.2. Cooperate to Accomplish Purpose:

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

25.3. Compliance with Laws.

Lessee shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the **Premises** and save harmless the **City** for or on account of all charges or damages for non-observance thereof.

25.4. Quiet Enjoyment.

City hereby covenants and warrants that, subject to any mortgage now of record or hereafter placed on record, it is the owner of the demised **Premises** and that **Lessee**, on payment of rents herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the Premises during the term hereof without any interruption or disturbance.

25.5. Subrogation of Lease.

This Lease and **Lessee**'s interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances not or hereafter placed on the **Premises** by **City**, all advances made under any such mortgages, liens or encumbrances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

25.6. Condemnation.

That if the whole or any part of the **Premises** shall be taken by any public authority under power of eminent domain, then the term of this Lease may cease, at the option of **City**, on the date possession thereof is taken. All damages awarded for such taking shall belong to and be the property of the **City**, and **Lessee** shall not have the right to share in such award.

25.7. Lessee's Bankruptcy.

If **Lessee** shall be adjudged bankrupt or file any proceedings under any bankruptcy law or become insolvent; then **City**, or **City**'s authorized agent, may, at their option, re-enter and take possession of the Premises, and the **Lessee** will quit and surrender to the **City** or their agents peaceful possession thereof, and **City**, or **City**'s authorized agent, shall not be liable for damages by reason of such re-entry and **City** may at their option lease the Premises for the remainder of the term or for a shorter or longer period to any other person or party. Notwithstanding such re-entry by **City**, **Lessee** shall nevertheless remain liable to **City** for the rental stipulated herein, plus any other payments required to be made by **Lessee**, plus any and all expenses that may be incurred by **City** to re-let the same, less the net rental that may be received by **City** for what would have been the remaining portion of the term of this Lease from other parties for the use of the Premises. This lease shall not, nor shall any interest therein, be assignable as to the interest of the **Lessee** by operation of the law, nor included as an asset in **Lessee**'s bankrupt estate.

25.8. Attorney's Fees.

Should it become necessary for the **City** to employ an attorney or any form of local law enforcement to enforce any of the conditions herein, including the collection of rents or gaining possession of the Premises, **Lessee** agrees to pay all expenses so incurred, including all reasonable attorney fees, court costs and enforcement expenses.

25.9. Headings; Construction.

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

25.10. Invalidity or Severability.

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

25.11. Waiver.

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

25.12. Governing Law.

This Agreement shall be governed by and construed under the Laws of the State of Missouri.

25.13. Binding Effect.

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

25.14. Time of Essence.

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

25.15. Entire Agreement.

This Agreement contains the entire agreement between the parties. All promises, representation, understandings, agreements and prior agreements are merged herein and superseded hereby. No amendment or modification of this Agreement shall be valid or binding unless reduced to writing and signed by the parties hereto.

25.16. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Lease on the date and year first above written.

Lessor: City of Harrisonville,
a Missouri municipal corporation

____

By: ________________________________
Happy Welch-City Administrator
Date: ________________________________

____

City Clerk

____

By: ________________________________
Date: ________________________________

Lessee: Havis Wright, an individual, and resident of the State of Missouri

____

By: ________________________________

Date: ________________________________

<u>Lessee Billing Data:</u>
18711 S. Parrott Farm Rd.
Pleasant Hill, MO 64080
Home phone: 816-322-6673
Cell Phone: 816-729-3128
Email: ebwmwflyer@hotmail.com

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **March 11, 2017**

SUBJECT: **Job Description Update**

Type of Item: *Approval*

We have a job description to update, the Emergency Services Director position. I have added the option of the requirement for a 4 year college degree or equivalent experience and certifications, clarified responsibilities for fire, EMS, and Emergency Management departments, and fixed spelling and punctuation errors.

B. Action Item (ID # 2467)

Approval of an Update to the Emergency Services Director Job Description

Attachments:

Emergency Services Dir 3-2017 (PDF)

CITY OF HARRISONVILLE, MISSOURI
JOB DESCRIPTION

Job Title:	Emergency Services Director	FLSA Status: Exempt
Department:	Emergency Services Fire Suppression, Emergency Medical, and Emergency Management	
Reports to:	City Administrator	Page 1 of 4

SUMMARY

Manage all activities within the Fire, EMS, and Emergency Management Departments assuring smooth day-to-day operation. Responsible for budgeting, long range planning, establishing department policy and correct management of fire and disaster emergencies. Supervise all staff; career, part-time, and volunteer.

RESPONSIBILITIES

1. **SUPERVISE -** Manage day-to-day operations including department staffing, budget, accounting, and services.

   Performance is acceptable when:
   a. Supervision results in good employee relations to the greatest extent practicable.
   b. Supervision results in consistent functional organization.
   c. Personnel are deployed and assigned duties as necessary to conduct the mission of the departments.

2. **MANAGE EMERGENCY OPERATIONS -** Ensure emergency operations are followed per accepted principles of emergency situational control.

   Performance is acceptable when:
   a. Adequate plans for handling emergencies are in place regardless of the frequency of occurrence.
   b. Each emergency is handled in response to the circumstances recognizing the need for safety of personnel and property.
   c. Appropriate procedures are known to the personnel and accepted principles are followed.

3. **MANAGE BUDGET -** Plan, develop and manage budget for the fire, EMS, and Emergency Management departments.

   Performance is acceptable when:
   a. Budget is analyzed in terms of need and a budget request is developed for submission to the administration and Board of Aldermen.
   b. Adopted budget is followed with monthly reports available to respond to questions from administration and the Board of Aldermen with sound explanation for any variance that occurs.

4. **CONDUCT LONG RANGE PLANNING -** Including projection of personnel

requirements, capital needs and operating cost requirements.

Performance is acceptable when:

a. A plan is in place which accurately reflects the requirements and recognizes the City parameters for the department.
b. The plan is developed strategically and meets expectations for concurrence.
c. Adopted plan is communicated and known by all personnel with updates annually.

5. **ESTABLISH DEPARTMENTAL OPERATIONAL POLICY.** In addition to citywide personnel policy, develop and approve a Standard Operating Procedure manual for the department for guidance and direction of personnel.

Performance is acceptable when:

a. Policies are in place to cover operational guidelines as required.
b. Policies provide clear and concise direction to the operation of the department.
c. Policies are codified for ease in use and location.

6. **UPDATE CITY'S EMERGENCY OPERATION PLAN –** Must be in written form and updated annually.

Performance is acceptable when:

a. The Emergency Operations Plan is adopted by the Board of Aldermen.
b. The Emergency Operations Plan is updated annually and distributed to all department heads.
c. Coordinates in establishing and maintaining an Emergency Operations Center.

7. **MAINTAIN COMMUNICATIONS AND RELATIONSHIPS –** Ensure open communications with the State Emergency Management Agency and the Federal Emergency Management Agency, and develop relationships with key individuals that are sustained and beneficial.

Performance is acceptable when:

a. Keeps City Administration and Board of Aldermen informed of relevant information and requirements from these agencies.
b. Key individuals can be called upon to respond in emergency situations.

8. **COORDINATE AND MANAGE CITY'S EMERGENCY WARNING SYSTEMS.**

Performance is acceptable when:

CITY OF HARRISONVILLE, MISSOURI
JOB DESCRIPTION

a. Storm sirens are properly serviced and operate as designed.
b. Propose new storm sirens as needed.
c. Administration and the Board of Aldermen can be assured that warning systems function satisfactorily and provide adequate warning to the residents of the City.

9. **ENSURE ALL EMS, FIRE, & EMERGENCY MANAGEMENT PERSONNEL ARE TRAINED APPROPRIATELY.**

Performance is acceptable when:
a. EMS/Fire personnel are trained to adequately provide for their safety and the safety of the community.
b. Emergency Management personnel are trained to adequately serve the residents of the City, predominantly in the area of weather spotting and traffic direction.
c. City staff is trained to implement and use the City's Emergency Operations Plan.

The responsibilities described above represent the primary responsibilities of the job. Other responsibilities may be assigned by the supervisor as warranted by business needs. The incumbent is expected to do all assigned responsibilities.

KNOWLEDGE/SKILLS/LICENSURE/CERTIFICATION

4-year college degree or equivalent supervisory experience with a similar sized or larger department required. High School diploma or GED and completion of Firefighter I & II Certification required. Missouri Licensed Paramedic. Comprehensive knowledge of rescue, fire attack, water supply, fire ground safety, hazardous materials, incident management, incident command systems, and emergency management principles required. Knowledge of fire apparatus, storm sirens, and equipment characteristics required. Ability to work calmly in tense situations and convey this sense to fire and emergency personnel required. Ability to use computer software required.

EXPERIENCE:

Ten years fire and emergency medical experience including supervisory responsibility required. EMT and/or Fire Instructor I & II preferred. Advance Life Support training preferred.

CITY OF HARRISONVILLE, MISSOURI
JOB DESCRIPTION

ROUTINE CONTACTS

Department personnel including assistant chiefs, captains and lieutenants, fire fighters, Paramedics/EMT's, Emergency Management volunteers, and administrative personnel. Appropriate State and Federal persons and agencies. Also Board of Aldermen, City administration and other City personnel, plus the General public.

PHYSICAL AND MENTAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EQUIPMENT OPERATED

The employee will operate firefighting equipment to include: nozzles, hoses, self-contained breathing apparatus, power saws and generators. The employee will also operate a computer, telephone, copier, and various other types of office equipment.

WORKING CONDITIONS

All firefighting, emergency medical and emergency operations must be performed during all kinds of weather conditions and exposure hazards. The employee is exposed to extreme heat, cold, smoke, hazardous chemicals, and falling materials. Frequent exposure to negative situations such as accident scenes and death. General physical and working conditions are such that minor cuts, abrasions, bruises or burns may occur with various tasks. Regular hours of 8:00 a.m. to 5:00 p.m. but on call 24 hours a day 7 days a week to oversee operations in an emergency.

PHYSICAL DEMANDS

Physically able to wear complete set of protective clothing and self-contained breathing apparatus that consists of approximately 100 lbs. Performs extreme strenuous and physical labor under unfavorable conditions. Performs duties requiring sitting at a desk, standing, bending, crouching, stooping, climbing and crawling in buildings or close quarters that may be filled with smoke. Ability to climb ladders and work at heights of 65 ft or greater. Ability to operate power equipment.

RESIDENCY

Required.

CITY OF HARRISONVILLE, MISSOURI
JOB DESCRIPTION

Job Title:	Emergency Services Director	FLSA Status: Exempt
Department:	Emergency Services	
	Fire Suppression, Emergency Medical, and Emergency Management	
Reports to:	City Administrator	Page 5 of 4

REQUIRED SIGNATURES/APPROVALS

____
City Administrator Date

Adopted 3/20/2017

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **March 8, 2017**

SUBJECT: **Ambulance Re-Resolution**

Type of Item: *Purchase*

A resolution to rescind resolution 007 and approve the purchase of a new ambulance from Feld Fire for $207,999 (not to exceed). The original resolution had a not to exceed amount of 189,799.

The previous resolution took into account a trade in value, but we will have to sell the Type 2 ambulance for $20,000 (or more) to offset the cost of the new ambulance. This is the actual contract price as some items were eliminated from the original submission after board approval.

Council Bill No. 018

Resolution No.

A Resolution of the Harrisonville Board of Aldermen Rescinding Resolution 07-17 and Authorizing the City Administrator to Enter into an Agreement withh Feld Fire to Purchase a New Type 1 Ambulance for the Harrisonville Emergency Services Department in an Amount Not to Exceed $207.999.00

WHEREAS, Resolution 07-17, passed by the Board of Aldermen on March 6, 2017, did not accurately reflect the full price of a new ambulance for the Harrisonville Emergency Services Department.

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

Section 1: That Resolution 007-17 is hereby rescinded.

Section 2: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Feld Fire for the purchase of one (1) Type - 1 Ambulance for the Harrisonville Emergency Services Department in an amount not to exceed $207,999.00.

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

PASSED AND RESOLVED by the Board of Alderman and ***APPROVED*** by the Mayor of the City of Harrisonville, Missouri this 20th day of March, 2017.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

WITNESS my hand and seal this 16th day of January, 2017

WE'VE GOT YOU COVERED

SALES CONTRACT

This agreement made by and between Ed M. Feld Equipment Co., Inc. (Company) and

City of Harrisonville
(Legal Name of Buyer)

300 E. Pearl	**Harrisonville**	**MO**	**64701**
(Address)	(City)	(State)	(Zip)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the Ambulance and equipment as described in the specifications hereto attached and made part of this contract, in accordance with the terms and conditions listed on contract pages A, B, C, and Exhibits A.

2. **DELIVERY:** Time is of the essence for Buyer in order to safely serve its residents, and therefore, in the event that Seller, for any reason, regardless of any other term of this Sales Contract, fails to deliver said Ambulance within 90 days of dating of contract then, in such event, Seller shall have the sole option to terminate this Sales Contract or to renegotiate with Seller an alternate drop-dead delivery date, and further Buyer shall not be charged a cancellation fee or be liable to Seller for any other expense, cost, or loss of any kind .

   The Company cannot be held liable for penalties and/or delays due to strikes, failures to obtain materials, fires, accidents, force majeure or any other causes beyond the Company's control.

   If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written Change Order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. Any or all Change Orders may extend the completion and delivery of the apparatus.

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached Wheeled Coach specifications.

5. **WARRANTY:** Shall be as proposed in the attached Wheeled Coach specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the ambulance and specified loose equipment, the sum of $207,999.00 (Two Hundred Seven Thousand, Nine Hundred Ninety Nine Dollars).

   All prices are less any applicable local, state or federal taxes which may be applied to the ambulance. Payment shall be made to Ed M. Feld Equipment Co., Inc. of 113 N. Griffith Rd Carroll, IA 51401.

7. **TERMS OF PAYMENT:**
   a) Contract payment of One Hundred Percent (100%) shall be paid upon delivery and acceptance at the Harrisonville, MO.

   b) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

8. **Ed M. Feld Equipment Co., Inc.** requires, and the customer agrees, that the unit shall be inspected and/or delivered within seven (7) days of notice that the unit has been received at Feld Fire, Inc.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

10. **CITY IMMUNITY:** By execution and performance of the Contract, Owner does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of itself, its officers, directors, employees, agents, servants, successors or assigns, as a result of the execution of the Contract and performance of the functions or obligations described herein to the extent permitted by law.

11. **INDEMNIFICATION:** The Company shall indemnify and hold harmless the Owner and Owner's agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, except to the extent that such claims, damages or losses are caused by the negligent act or omission of the Owner. In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

B

WE'VE GOT YOU COVERED

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this 20th day of March, 2017.

COMPANY	BUYER
Ed M. Feld Equipment Co., Inc. **113 N. Griffith Rd** **Carroll, IA 51401**	**City of Harrisonville, Missouri** **300 E. Pearl St.** **Harrisonville, MO 64701**
BY:____________________	BY:____________________
NAME: Rick Dye	NAME: ____________________
TITLE: Sales Representative	TITLE: ____________________
DATE:____________________	DATE: ____________________
	WITNESSED:____________________
	NAME:____________________
	TITLE:____________________
	DATE:____________________

C

WE'VE GOT YOU COVERED

Ed M. Feld Equipment Co., Inc.

EXHIBIT "A" TO CONTRACT

Customer Information Sheet

To assist in processing your order, please furnish the following information with the contract.

City of Harrisonville

(CUSTOMER NAME)

Owner Information (For Apparatus Title - MSO)

Name of Owner:	City of Harrisonville
Address:	300 E. Pearl
City/State/Zip:	Harrisonville, MO, 64701
Contact Name/Title:	Happy Welch, City Administrator
Phone:	816-380-8916

Station Information (For Service - Where Apparatus Will Be Housed)

Name of End User:	Harrisonville Emergency Services
Address:	903 S. Commercial
City/State/Zip:	Harrisonville, MO 64701
Contact Name/Title:	Eric Myler, Interim Emergency Services Director
Phone:	816-380-8925 Fax: 816-380-5630
Email:	emyler@ci.harrisonville.mo.us

Job Coordinator (For Engineering Changes & Approval, Etc.)

Contact Name/Title:	Eric Myler, Interim Emergency Services Director
Address:	903 S. Commercial
City/State/Zip:	Harrisonville, MO 64701
Phone:	816-380-8925 Fax: 816-380-5630
Email:	emyler@ci.harrisonville.mo.us

Wheeled Coach®
REV GROUP

Harrisonville Emergency Services Eric Myler 903 S. Commercial St. Harrisonville, MO 64701 816-380-8952 emylerrrisonville.mo.us	Harrisonville Emergency Services Eric Myler 903 S. Commercial St. Harrisonville, MO 64701 816-380-8952 emylerrrisonville.mo.us

Exp. Date:	01/29/2017	
Quote No:	10036-0001	
T1 - 170:	210160 STD	Model: Type 1 Ford - 170"Module - #1170F
T1 - 170:	0990030STL	Ford, F-450,189"WB,4x4, XLT,170", #1170F
T1 - 170:	200011 STD	Type 1 Ford - 170" Module - #1170F

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QTY	DESCRIPTION
1	**== Ford, F-450,189"WB,4x4, XLT,170", #1170F - 620.034 10/14/16 ==**
1	**CHASSIS:**
1	Ford, 2017 F-450, 4x4, XLT, 6.7L, 170", #1170F 2017-1 DR#2161184F (line 1) - 2017 Ford F450, 2-door, diesel, 193" W/B, 4X4 SOF, OEM aluminum rims, standard Wheeled Coach options New QW Base Price ILOS 189" wheelbase Autothrottle OEM Ford Alternator OEM Ford Mirrors, OEM, Heated/Remote Cab seats OEM Captains chairs(no armrests) Includes Link Air Suspension System
1	Dealer will arrange delivery
1	**CAB TO MODULE MOUNTING:**
1	Bellows, Passthru, Unigrip, F1 2008+, Std With Aluminum cab insert.
1	**CHASSIS ADD-ONS:**
1	Lettering/Graphics, By Outside Vendor SR#216101F (line 1) - Grahics and lettering per customer - Full height Blue Star of Life with Gold/Black trim and snake on each rear corner. "Wavy" American flag on compartment "A" and "F" doors. Custom door decals. Reflective 8" White stripe down each side of unit. 1" Reflective Blue stripe at top of belt line paint break. Lettering on side of unit "Harrisonville" "Paramedic" "Ambulance" above belt-line in Gold reflective with Black background. "Emergency 911" in Gold reflective with Black background across bottom of curbside door and bottom of "E" door. "Harrisonville" in Gold reflective w/Black background to match side lettering across front of module between roof and upper lights.

QTY	DESCRIPTION
	Chevron on rear Red/White w/Blue trim striping (did not choose chevrons in QW as it looks like a printed sheet with the Blue trim printed in the reference photo). Blue Star of Life in each rear window. Text box in White on lower part of rear doors "Harrisonville" top line "M 1" bottom line - Gold reflective with Black background to match other lettering. Series of illustrations from department attached for reference. This will be done by 24/Seven
1	**SUSPENSION:**
1	Rear Suspension - Liquid Spring- 2017 F450, 4x4 Dump Feature activated by the Left rear access door. Override switch to be near right rear entry door Ignition switch Hot, Standard. Per KKK, the rear suspension shall only lower the module when the vehicle is in park and the parking brake is set.
1	Switch, (1), Momentary, Dump to be recessed in basewall cabt, near left rear entry door.
1	Front wheel alignment - after production SR# 2161184F (second line 8) - front end alignment after manufacturing with documentation to be provided to customer upon delivery - IATS This will be done at Carlito's Tire Service
1	Cab Flooring, Black Rubber, 2009+, F350/450, OEM
1	**HEATING/AIR CONDITIONING:**
1	Hoses, Heater, No Max, to Rear, STD
1	Heat/AC, F1, 2011+, Combo, Ducted ILOS (new code) Note: Adding an external condenser is recommended !! with thermostat in action area.
1	Master Control Digial Thermostat CM3000, ILOS Place thermostat in action area standard location
1	**BATTERY SWITCHES:**
1	Battery Sw, 5min Timer, F1, Fig 5B, Batt under Hood Activated thru OEM ignition switch timer function upon ignition "off". Momentary rocker switch, on driver's side of cab console, to function as timer shutoff and also reactivate timer. (2) OEM batteries under hood ONLY Module power is turned on/off. Chassis power is NOT turned off.
1	**CONSOLES:**
1	Console, Center, Pass-thru, Mica Finish, F1, 2008+
1	Console, A/A, Wood, Angled
1	Curbside angled switch console SR# 2161184F (line 8) - Angled cabinet with faceplate on the curbside wall just aft of the curbside entry door. This will be an additional switch panel. Select the appropriate switches and quantities - line #6 & #7. You must also select the thermostat on line #8 IATS
2	Switches, double for curbside angled console SR#2161184F (line 9) - Double Switches (Such as Domes Hi/Lo/Off) Specify function EACH IATS Two (2) switches - dome light left and dome light right

QTY	DESCRIPTION
2	Switches, single for curbside angled console SR# 2161184F (line 10) - Single Switches (Such as On/Off) Specify Function EACH IATS One (1) for exhaust fan on/off One (1) for HVAC on/off
1	**BULKHEAD CABINET:**
1	Bulkhead, Unigrip, Pass Thru,153/170x67, Ford
1	**WHEELCOVERS:**
1	**== Type 1 Ford - 170" Module - #1170F - 620.034 10/14/16 ==**
1	Type 1 - 170" Module - Standard Model Series
1	Type 1 - 170" Module General Body Construction Spec
1	Type 1 - 170" Module Vehicle Body Structure Spec
1	INTERIOR CABINETS -Duralite Construction, Wood
1	**MODULE BODIES:**
1	Aisle Space, 50 inches, STD, Type 1, Std Model Only (49-50" actual) Requires stainless steel wheelwell covers attached to squad bench and basewall cabts that will protrude up to 1.5" into aisleway on each side. Install anti-slip decal with Wheeled Coach logo on curbside and rear stainless steel thresholds, STD
1	Module Skins, 0.125 inch
1	Headroom, 72 in. Type 1 - 170" module, #1170F/D NOTE: HEADROOM INCREASED TO 74" IN 35-10-SR01 ILOS
1	Headroom 74" ILOS SR# 2161184F (line 2) - 74" headroom ILOS ILOS
1	Drop Skirt, 4 inches forward of rear wheels, Both sides
6	Coating, Scorpion X02, Per Compt, (1), Std light gray
1	Coating, Scorpion, Rear Bumper Supports
4	Compartments, Std, Floor 3" Drop Down from Door Opening compts B1,B2,D,& E are STD drop down floor
2	Compartments, Sweepout - Compartments "A" & "F" are standard sweep out
1	Duraseam Doors, with Hidden Jambs - Magnetic door switches, Standard
1	A, Compt, Split Doors, Hoseline,170" Module,72" HR, #1170F/D
1	B1, Compt, Std, 170" Module, 72" HR, #1170F/D
1	B2, Compt, Std, 170" Module, 72"H.R, #1170F/D
1	D, Compt, 3/4, 170" Module, 72" H.R, #1170F/D With Single Doors
1	E, Compt, Std, 170" Module, #1170F/D With Double Doors
1	F, Compt, Std, Full Height, 170" Module, 72" H.R, #1170F/D
1	With Dogleg for Stairchair in Compt "F" Please make dogleg 13.5" wide minimum and 23" depth.
1	**FUEL FILL HOUSING:**
1	Housing, Fuel Fill, Cast, F1/C1/D1/M2
1	**EXTERIOR DIVIDERS:**
1	Divider, Vertical, B2, 3/16" Thick, Recessed Adj Track,Std Model only (divider to be full depth if a shelf is requested) compt "B2", centered.

QTY	DESCRIPTION
1	**SHELF- COMPARTMENT "A"/RF CABINET:**
1	Shelf, Adjustable,(1), RF Cabt Custom (1) RF Compt "A"/cabt "E1" area, centered. (change to cabt "E2" for Pureair 1 cabt)
1	Shelf, Additional, Adjustable, (1), RF Cab Custom RF Compt "A"/cabt "E2" area, centered. (change to cabt "E1" for combo unit cabt)
1	**SHELF- COMPARTMENT "D":**
1	Shelf, Custom, Adj, Cmpt "D", (1), Std Model only at bottom of cabt "H" inside/outside access opening.
1	**SHELF- COMPARTMENT "E":**
1	Shelf, Fixed, Cmpt E, for Electrical storage, w/ Divider Area to right of divider will be used for bio-waste in A/A if selected. If no bio-waste, area to be left open for addt'l customer storage.
1	**COMPARTMENT / SHELF, MISC:**
1	Flatbar, 2", Backboard retainer, Screwed to Door Jamb Flatbar screwed at top of compt:__B2___, just below hold-open device, to keep backboards from falling out.
1	**WINDOWS:**
1	Window,Upper,CS/Slider,Rr/Fixed,Priv Tint,PAN,Std Model only
3	Entry doors, one-way tinted SR# 2161184F (second line 10) - Rear entry doors to be provided with one-way tinted automotive safety plate glass ILOS Window tint will be done by 24/Seven EACH WINDOW
1	**MODULE ENTRY DOOR HANDLES:**
1	Handles, Patient Entry, Trimark Black/Chrome "SafePass" STD
1	**EXTERIOR COMPT DOOR HANDLES:**
6	Handle, Module Compt, Trimark, Black/Chrome, STD
1	Latch, Paddle, Trimark, For Trailing Door compts "D" &/or "E"
1	ELECTRIC DOOR LOCK PACKAGE OPTIONS: Click to add
2	Door Locks,Electric, Trimark, (1)DOOR, Entry Door Module entry doors.
3	Door Locks,Electric, Trimark, (1)DOOR, Compt Door Compartments A1, D and F
1	**ELECTRICAL LOCKS SWITCHING:**
1	Switch,Momentary Rocker,Activate Elect Door Locks (Note: will not lock/unlock Dodge cab doors) Installed on C/S wall at head of S/B. (unless otherwise specified)
1	Switch, Stealth, Cab Doors (not Dodge) In grille on passenger's side.
1	Relay Control Circuit, Electric Locks (Use dropdown menu to pick #3U-60-2950 if keyless entry is required)
1	Circuit, OEM Door Lock to activate Mod Doors(not Dodge)
1	**DOOR HOLD OPENS:**
1	Hold Opens,Rr Doors,Cast,Grabber (2), 5.5", Std Model only - Installed so doors will open as wide as possible - Mount at top of doors. - (relocate to bottom is backup camera is selected)
6	Hold Open, Gas Strut, Ext Compt, 30lb, Std

QTY	DESCRIPTION
1	Hold Open, Gas Strut, RF Compt, 30lb, Std
1	Holdopen, Gas Strut, CS Entry Door, 35# Standard. New Code Per ECN 1823
1	**DOOR PANELS:**
1	Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD - Durasafe Design - Aluminum Center Panels covered: white/red reflective tape
1	Chevrons, 3M Diamond Grade on lower 1/3 of entry door panes SR# 2161184F (second line 9) - Lower 1/3 of each entry door to be provided with Red/Yellow 3M Diamond Grade Chevrons ILOS
1	**FENDER FLARES:**
1	Flare, Fender, Bright Finish, Std Model only
1	**BUMPERS:**
1	Bumper,Rear,w/ Skids & Flip Up,F1/C1,w/LED DOT lts,Std Model w/ Gator Grip on flip up step.
1	**RUNNING BOARDS:**
1	Running Boards, Standard,F450, w/ Gator Grip, #1153F/1170F
1	**SKIRTRAILS**
1	Skirtrails,Extruded Rubber w/Refl Tape,170-175" Module
1	Tape, Reflective, White, For Extruded Rubber Skirtrails
1	**STONE GUARDS (FRONT):**
1	Stone Guard, Front, Dia Plate, 13.38"
1	**KICKPLATES (w/STD. REAR STONEGUARDS):**
1	Kickplate, W/Recess, No Light Holes,Duraseam
1	Holder, License Plate, Cast, C30002, STD - in rear kick plate, centered
1	**SILL PROTECTORS**
1	Sill Protectors, Stainless, All Compts, Std Model only
1	**MODULE STEPWELL:**
1	Stepwell, Double Step, ILOS, Type 1 (new code)
1	**MUD FLAPS:**
1	Mud Flaps, Rear, W/Logo, Std Model only
1	**PAINT/BELTS:**
1	Paint, OEM White Sikkens Crossover Codes Ford white: FA91:YZ
1	Paint Belt, Belt Line Down, 20% Upch Color: ______________________ Sikkens paint code #__________ Send sprayout for approval to: ____________________________ ____________________________ ____________________________ ____________________________ Do Not paint unit until sprayout is approved !!!!
1	**PINSTRIPE: - PER ROLL**
1	Pinstripe, Black, Non-Reflective, 1/4 In
1	**DECAL PACKAGES INSTALLED:**
1	Roof Star, White Border, Installed, Std Model Only
1	**ELECTRICAL SYSTEM: Circuitboard**
1	**COAX CABLES/ANTENNAS:**
1	Coax Cable, RG58/U, (1), Additional, Std Model only - From module roof port number #1 to behind action area wall - with 6' pigtails

QTY	DESCRIPTION
1	Coax Cable, RG58/U, (1) Each, Standard, Terminate: - From module roof port number #3 to behind passenger seat standard - with 6' pigtails
1	Coax Cable, RG58/U, (1) Each, Additional,Terminate: From module roof port number: 4 to terminate in front console Coax to Terminate: - with 6' pigtails
1	**12VDC POWER SOURCES & OUTLETS:**
1	Outlet, Cigar Lighter, STD, (2), A/A - on standard 20-amp ignition hot circuit. ("elect batt sw")
1	Outlet, Cigar Lighter, IATS, (1) Locate in RF cabinet next to 120V outlet
1	Outlet, Dual USB Port, 5VDC, 2.1Amp output, Standard Located on the passenger side of the center console, per Electrical Engineering
1	**POWER SOURCE, 12 VDC**
1	Power Source, 12VDC, 20A, Ignition/Shoreline Hot 20amp 12 volt DC circuit ran to two locations, (1) pre-wire coil and tagged in action area and (1) pre-wire coil and tagged behind driver's seat.
1	Power Source,12 VDC,15 Amp (+-), Std Model only - Ignition hot, terminating in cab console - with 6 foot tails (hot and ground).
1	Power Source,12 VDC,30 Amp (+-), Std Model only - Constant Hot, to terminate behind the passenger seat - with 6 foot tails (hot and ground).
1	**SHORELINE INLETS:**
1	Super Auto Eject,20 amp, ILOS, White, Std Model Only - with white cover; mounted above compartment "E"
1	Label, "Module Power" located above shoreline SR#2161184F (second line 11) - Provide a label above the shoreline inlet labeled "Module Power" IATS This will be provided by 24/Seven
1	**110 VAC OUTLETS:**
1	Outlet, 110 VAC, Duplex, (2), STD - (1) outlet in action area - (1) outlet in the RF Cabinet "E1", wall #2, upper right.
1	Battery Charger, Conditioner, Progressive Dynamics, PD9130 Charger/Conditioner mounted in Comp "E"
1	**INVERTERS:**
1	Inverter/Charger, Vanner 20-1050CUL-DC - Mounted on fixed shelf or ceiling in Compartment "E"
1	**GAUGES/METERS:**
1	Meter, Analog, Volts, F1
1	Alarm, Low Voltage, Audio/Visual Light in cab console and Buzzer in cab.
1	**SIREN SPEAKERS:**
1	Siren Speakers, Cast SAD/P3806-11FSD-1, F1, 2011-16,Std Thru Front Bumper
1	**SIRENS:**
1	Siren, Carson SA-441, Magnum, Fixed Microphone, ILOS

QTY	DESCRIPTION
1	**AIR HORNS:**
1	Airhorn, Buell, 5440 comp, 10 & 12 inch horns mount compressor on fixed shelf in compt "E"
1	**SWITCHING OPTIONS FOR AIR HORNS & SIRENS:**
1	Switch, Siren/Horn Thru Horn Ring
1	Horns, Active, w/ Master Switch On Only
1	Switch, Add, 12VDC Momentary Rocker. On console for air horn
1	**AUDIBLE ALARMS:**
1	Alarm, Back-Up, Auto Reset, Std Model only
1	**VEHICLE EXTERIOR LIGHTING**
1	**WHELEN 45KKK ADVANTAGE PLUS LIGHT BAR**
1	**WHELEN HALOGEN 9E WARNING LIGHTS:**
1	**WHELEN SUPER LED 9L FLASHING LIGHTS T1,3,9:**
1	Light, 9L, Super LED, Whelen,Amber,Clear Lens,ILOS, 90AA5FCR Rear of module upper Center. ****Primary only ****Action scan
1	Light, 9L, Super LED, Whelen, Clear, IATS, 90CC5FCR Front of module upper Center ****Primary only ****Action scan
6	Light, 9L, Super LED, Whelen, R/B,Clear Lens,ILOS, 90RB5FCR Front of module, all upper positions except Center Clear light. ***Primary/Secondary ****Action scan L/R
8	Light, 9L, Super LED, Whelen, R/B,Clear Lens,IATS, 90RB5FCR Both sides of module upper outer positions, rear of module upper outer positions and rear of module mid-position to show through windows when doors open. ****Primary/Secondary ***Action scan L/R
1	**5 SERIES(LIN6) NON-SPLIT LED LIGHTS:**
2	Light,5L LIN6,Whelen,Red,Clear Lens,50R02ZCR,Std, F1/D1 Only (new code) (2) as grille lights (Dodge & Ford) (2) as front intersection lights (Dodge only) wired thru external flasher, std.
2	Light, 5L LIN6 LED, Whelen, Blue LED, Clear Lens SR#2161184F (line 6) - Whelen 5L LIN6 LED, Blue Lens IATS - for additonal grill lights Whelen #50B02ZBR with #5LSMAC EACH IATS
1	**WHELEN 5E FLANGES/HOUSINGS:**
4	Housing, 5L Series, #5LSMAC, (1),Std, F1/D1 Only
1	**INTERSECTION LIGHTS, FORD & Chevy Type 1, WHELEN**
2	Light, Whelen, LINZ6R, LED-Red, Std, Ford & Chevy Type 1 with chrome flanges (2) front intersectors

QTY	DESCRIPTION
1	**CORNER CAP LIGHTS**
1	Corner Cap Lts,Multi-LED,(2)Amber(2)Red w/Flashers,Std Model - High intensity flashers; thru separate switch
1	**CLEARANCE LIGHTS:**
3	Light, Clearance, Amber LED, ILOS
3	Light, Clearance, Red LED, Std Model only - On rear as clearance lights.
1	**SCENE AND LOAD LIGHTS**
4	Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, ILOS, (1) W/ Chrome Flange (new code) (2) each side as scene lights
2	Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, ILOS, (1) W/ Chrome Flange (new code) (2) on rear as load lights
1	Scene Lights, C/S, Activated W/C/S Door
1	Rear Scene Lts Activate W/Rev Gear. Rear load lights wired to reverse standard.
1	**WARNING LIGHT FLASHERS**
1	Flasher, Whelen AFM-560, ILOS Set flash pattern to Comet Flash unless otherwise specified.
1	**HARNESS LAYOUT:**
1	Halogen, " E " Spec, Whelen
1	**STOP/TURN/TAIL LIGHTS:**
1	Light, License Tag, (2), Trucklite #15205 LED, ILOS
1	Tailights, Whelen,LED Stop/Tail,Halogen/Backup, w/ WC logo - Brake- Alert Flash before the steady Burn - Turn Arrow – sequential arrow
1	**MODULE OVERHEAD HEADLINER:**
1	Headliner, Flat, Expanded PVC, 160"+ MAV/Type 1, with (8) HVAC ducts
1	**12VDC INTERIOR LIGHTING:**
1	Lights, Dome, LED, Whelen,White Flng, (4) S/S, (3) C/S, ILOS NOTE: NO VISABLE FASTENERS OR HOLES.
1	Light, Stepwell, LED, Whelen #TOCACCCR, 2in, ILOS
1	Light, Intertek ZY-PIR38 12v, LED, In A/A ILOS
1	**12VDC INTERIOR LIGHTING - FLUORESCENT:**
1	**LIGHTS & MISCELLANEOUS:**
1	Spotlight, Blue Eye, 400,000 CP, Std Model only
6	Light, Compartment, 2" Incandescent, (1) Each
1	Lighting, Compt, LED Hi-Brite Flex, ILOS (new code) both vertical edges near door jambs and across top edge near door jamb, compts "A", "B1", "B2", "D", "E", & "F". Retain 2" O2 light.
1	Timer, Momentary Sw,15 Minute, Constant Hot, Std Model only (must have ECX timed battery switch with this option) Mount switch on C/S wall at the head of the squad bench in the standard location. Switch to allow activation and also deactivation.
1	Light, in Circuit Board Area, for Electrical Troubleshooting - with integral switch; wired constant hot.

QTY	DESCRIPTION
1	**CLOCKS:**
1	Clock, Intellitec, Installed Centered over rear doors
1	**SUCTION PUMPS:**
1	Suction Pump, Standard
1	**INSULATION:**
1	Insulation, Fiberglass, Unfaced
1	Insulation, Severe Weather Package one inch block foam in modular walls and roof covered with reflective insulation. Under Floor to be Spray Foam insulated after the production assembly process is complete by 24/7. All edges of reflective insulation on walls and ceiling must be taped, std.
1	**GRABRAIL(S)/GRABHANDLES:**
1	Grabrail, Overhead, 117 In, Stainless, Handicap Style
1	Grabhandle, Entry Doors & Cabts, 7/8" (1) 12" on C/S entry door (1) 8" on each rear entry door (1) 12" on RF cabinet (1) 12" on streetside wall cabinet by rear doors.
1	**O2 CYLINDER RACKS:**
1	Rack, Multiversal, #QR-MV, W/ Straps (Uni-strut track mounting is not std) Specify cylinder size if rack is not track mounted.
1	Track, Unistrut for Oxygen Rack
1	**O2 SYSTEMS COMPLETE:**
1	O2 Sys, LF, 2-AA Elec,1-VAC Port,1-C/S, 1-Liner ohio style electric switch w/bypass in action area (2) oxygen outlets in action area (1) vacuum port in action area (1) oxygen outlet in liner at head of cot (1) oxygen outlet cs wall at head of squad bench
1	**O2 SYSTEM PARTS:**
1	Oxygen Gauge High Pressure, From Left Front to A/A
1	Regulator, Oxygen Cylinder, Preset 50PSI, Installed (new code)
1	**SUCTION CONTAINERS:**
1	Regulator/Holder, SSCOR 22000, Std Model only
1	**COT MOUNTS:**
1	Stryker Power Load - No Wheel Guide - Change Notice 8- COMPLIANT includes constant hot power supply for battery charging.
1	**IV HOOKS:**
2	IV Hook, Perko, (1), W/Straps, STD curbside and streetside standard locations
1	**MISC. INSTALLED HARDWARE/EQUIPMENT:**
1	Wrench, Oxygen, Tethered, Mods in oxygen compt.
3	Seatbelt, Assy, (6) Point, (1) EA - Change Notice 8 -Compliant (1) for CPR side seat (if Required) (2) for squad bench (Standard

QTY	DESCRIPTION
1	**MODULE INTERIOR**
1	Interior Cabinets - Duralite Construction, Wood
1	**MICA COLOR:**
1	Mica, Light Gray Gloss, Std Model only
1	**SUB FLOORING:**
1	Flooring, Wood, Type 1, Std
1	**FLOORING:**
1	Flooring, Loncoin Grey #181, ILOS
1	**SEAMLESS ATTENDANT SEATS:**
1	Seat, Attendant, EVS, Child,Gunmetal #1880CB, Std Model only Vacuum formed EVS1880CB w/ 3 point seatbelt. Integrated child safety seat. Mounted metal box base.
1	**SEAMLESS UPHOLSTERY:**
1	Uph, Smless, Gunmetal,No Bio,No Post & Wheel
1	**O2 DOOR:**
1	Lexan Flaps, Hinged Left Side, Fixed Right Side, Std
1	**GLOVE HOLDERS:**
1	Cabinet, Glove Box Holder,(3),Above C/S door, Std Model only (narrows cabt "E1" on Pureair 1 w/low headroom)
1	**RIGHT FRONT CABINET:**
1	Cab, RF, W/O Healthguard, AC/Combo
1	**RF CABINET DOORS W/COMBO A/C**
1	Door, Single Wood, Hinged Right, RF Cabt
1	**HARDWARE,LATCHES AND LOCKS:**
1	Handle, C, Pull, Installed,(1) Ea,STD -RF Cabinet(s)
2	Latch, Plunger Roller, Installed -RF Cabinet(s)
1	Latch, Lever, W/Key, STD, Installed
1	Latch, Lever, W/Key, Installed, "L" Cabt Wood Door
1	**SQUAD BENCH:**
1	Squad Bench, Bio-Waste @ Head, 170", Std Model only
1	**LID 170 INCH BOX:**
1	Lid, Squad Bench, Single W/Bio-Waste, 170", Std Model only
1	**HARDWARE:**
1	Handle, Trimark, Squad Bench, STD
1	Strut, Gas, 60 LB, Installed, ILOS, Mods
1	**CURBSIDE SPLINT CABINET 160-170 inch Module**
1	CS Splint,7in Deep,2 Sect, Clear Lexan Flapglass, 170 Module Note: TO meet KKK requirement for space between cushion on squad bench and bottom of splint cabt. Clear Lexan Flap glass with Spring hinge hold open and one plunger latches to hold closed. Call out latches separately if wanted.
1	**CURBSIDE REAR CABINET:**
1	Cabinet,Curbside Rear,Standard,170",72"HR
1	**CABINET H, BASEWALL 170", T1/T3**
1	H, Cabinet, Inside/ Outside Access
1	**CABINET I, BASEWALL 170", T1/T3**
1	I, Cabinet, Deleted
1	**CABINET M, BASEWALL 160" & 170", T1/T9**
1	M, Cabinet, deleted
1	**CABINET O, BASEWALL 160-170", T1/T3**
1	**CABINET CPR, BASEWALL, 149"-170", T1 & T3**
1	CPR, side seat, Std Model only
1	CPR, side seat, flip up lid, Std Model only

QTY	DESCRIPTION
1	**CABINET J, STREETSIDE UPPER 170", T1/T3**
1	J, Cabinet, 72" H.R.
1	**CABINET K, STREETSIDE UPPER 160-170", T1/T3**
1	K, Cabinet, Custom SR #2161184F (line 4) - Full width K cabinet angled to match angled L1 - hinged on left with Clear Lexan door and 2" Southco non-locking latch ILOS ILOS
1	**CABINET L, STREETSIDE UPPER 160-170", T1/T3**
1	L,Cabts,L1 in Angled Area,L2 std,Full F,72"HR,Std Model only
1	CompX 100 series lock installed on angled L1 cabinet
1	**BASEWALL DOORS:**
1	Cab H, Gray Lexan Slider
2	Restocking Feature, (1) cabinet, (2) Gas Strut, 20lbs,ILOS With 2 Perko elbow latches for closure. installed on the following cabinets: J and L2
1	**TELEMETRY AREA WORK SURFACE**
1	Telemetry Tray, Poured, Gray
1	**ACTION AREA WORK SURFACE**
1	A/A Tray, 160"-170",W/O Bio,Poured, Gray, MAV/1170F/1170D (new code) It will be necessary for the right end of poured tray to be cut off. There will be no raised ledge on right end of poured tray. Caulk/sealant to be applied.
1	Telemetry Counter Custom, raised with pull out drawer SR# 2161184F (line 3) - Raise telemetry counter 5" and place a slide out drawer in this area 5" H x as wide as possible x full depth IATS Select the latching hardware separately in QW ILOS
1	**ACTION AREA 165/170 INCH BOX:**
1	Cab,A/A,Without Biowaste, 170" Type 1 (new code)
4	Shelf, Interior, Adj, in Cabinet: J,K,L1,L2
4	Shelf Track, Cabt, #HA24663, Upgrade, Std Model only ("C" channel/exterior shelf style track) **This option may require quantity adjustment**
1	Cab "J" Clear Lexan Slider
1	Cab "K" Clear Lexan Slider
1	Cab "L1" Wood Door L1 to be wood door ILOS hinges on Left and will have a CompX 100 series door lock ILOS
1	Cab "L2" Gray Lexan Slider
1	**SHIP LOOSE ITEMS:**
1	Bracket, Spare Tire Mounting, Ship Loose
1	Ship Loose, W.C. Standard Items
1	Spare Tire, OEM only, Ship Loose
1	**WARRANTIES**
1	Warranty, Conversion, 12 Month
1	Warranty, Paint, 60 month Prorated, Standard
1	Warranty, Structural, 15 Years, Std., Mods
1	Warranty, Limited Electrical
1	Warranty, Cabinet Construction
1	End Of Order

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LIMITED LIFETIME CABINET CONSTRUCTION WARRANTY

Rev Ambulance Group Orlando Inc., (hereinafter Rev) ("Warrantor") warrants to **the original retail purchaser**, upon expiration of the attached twelve (12) months standard conversion vehicle warranty. The following parts or components of the patient compartment cabinets of the Wheeled Coach vehicle will remain free from defects in material and workmanship:

- That the wood or non-wood material used for the construction of the cabinets shall not delaminate.
- That the wooden dowels used for the construction of the cabinets shall not allow the cabinet sections to separate.

This Cabinet Construction Warranty commences upon the expiration of the original Rev twelve (12) months standard conversion vehicle warranty and continues for the lifetime of the vehicle for the original owner on the original chassis. For the purpose of the Limited Lifetime Cabinet Construction Warranty, a lifetime is defined by Rev as; 10 years from the expiration of the original Rev twelve (12) months standard conversion vehicle warranty for only the only original retail purchaser/owner. This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS."

If the owner discovers within this period a defect in the workmanship or material of any of the conditions listed above, it must promptly notify Rev in writing. In no event shall such notification be received by Rev later than one month after the date this Cabinet Construction Warranty expires. Within a reasonable time after such notification, Rev will correct any defect in workmanship or material by repairing or replacing same, at Rev's sole option. Such repair, including both parts and labor is at Rev's expense. All warranty service is subject to Rev's prior examination and written approval and will be performed by Rev or at service centers designated by Rev. All transportation to and from the designated service center will be at the owner's expense and is not included as a cost of repair covered by this warranty. These remedies are the owner's exclusive remedies for breach of warranty.

Warranty Exclusions and Limitations

This Limited Lifetime Cabinet Construction Warranty DOES NOT COVER:

1. Any product, components or parts not manufactured by Rev or covered by the warranty of another manufacturer, whether installed by Rev or parties other than Rev, including but not limited to hinges, cabinet hardware, Lexan sliding or hinged door sections, frames around said door sections, cabinet or door hold open or closed devices, handles and similar equipment or items,
2. Damage caused by use of the vehicle for purposes other than those for which it was designed
3. Damage caused by accident or the negligence of the owner or any third party or by disasters such as fire, flood, wind and lightning,
4. Routine maintenance and maintenance items
5. Damage caused by the owner's failure to provide normal maintenance
6. Damage caused by unauthorized or improper installation of attachments, repairs or modifications 7. Damage during shipment
8. Any other abuse or misuse by the owner.
9. Exported and/or vehicles shipped to an international destination are excluded from this policy.

Limitation on Damages: Rev shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, lost wages, lost vehicle rental expenses, loss of savings, profits, or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in the disclaimer of warranty may not apply.

Warranty Registration: This warranty is conditioned upon receipt by Rev of a completed and signed warranty registration card within two weeks of delivery. It is the obligation of the purchaser to sign the customer registration card and return it to Rev within the two weeks following delivery. The warranty registration card must be on file for any warranty claim to be considered. This warranty is not transferrable.

Warranty Claim Procedure: If the owner discovers, within the limited lifetime warranty period, a defect in material or workmanship, the owner must contact Rev in writing or call Rev's customer service department toll free at 855-661-9232 Monday through Friday from 8:00 to 5:00 pm (Eastern Time) prior to any warranty work being performed. Rev will provide the purchaser with a warranty claim form and further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Rev, PO Box 677339, Orlando, Florida 32867-7339. In the case of products, components or parts covered by the warranty of another manufacturer, Rev will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible. However, purchasers are responsible for checking the original component manufacturer's warranty regarding its coverage. In no event shall such notification be received by Rev later than one month following the expiration of the warranty period. All warranty work is subject to Rev's examination and approval. If authorized by Rev, the obligation of Rev is limited to correcting any defect in material or workmanship, with either new or used replacement parts, at Rev's option, to the original purchaser. If approved, such repair, including both parts and labor, is at Rev's expense. Invoices for approved warranties must be sent within 30 days of approval. The invoices must reference the Advance Factory Authorization (AFA) approval number. If an invoice is received without the AFA number it may be rejected and we will advise you to follow the abovementioned warranty claim procedure.

Third Party Representations: Rev does not authorize any person to create for Rev any other obligations or liability in connection with its custom module, and Rev is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

Warrantor's Rights: Warrantor reserves the unrestricted right to change the parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in the product previously manufactured.

Disclaimer of Warranty: The foregoing warranties are in lieu of all other warranties, express or implied. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

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Warranty Termination: The warranty shall be void, and Rev shall be relieved from any and all obligations hereunder, if:

1. The motor vehicle is sold or any of the components are removed.
2. The chassis is remounted, unless the remount work is performed by Rev or by a service facility approved, in advance and in writing, by Rev.
3. Owner fails to comply with the warranty registration requirements described above.
4. Policy expiration date

Time Limit for requesting Arbitration: Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Orange County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

No Other Warranty: Unless modified in a written statement signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of Rev or any other party is authorized to make any warranty in addition to those made in this agreement.

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Limited Electrical Warranty

Rev Ambulance Group Orlando Inc., (hereinafter Rev) ("Warrantor") warrants to **the original retail purchaser** for a period of twelve (12) months from the date of delivery of the completed new custom module to the end user, regardless of subsequent ownership. This product shall be free of substantial defects in materials and workmanship, which are attributable to the Wheeled Coach brand and which arise during the course of normal use and service. Rev will correct any defect in covered parts or workmanship, with either new or used replacement parts, at Rev's option. Covered parts are limited to custom module electrical systems and components such as electrical harness, harness installation, wires (but only to the extent that wires are broken, chafed, or pinched), electrical connections, terminal blocks, junction posts, and related components. Printed circuit boards are covered for a limited lifetime. A lifetime is defined by Rev Limited Electrical Warranty as; 10 years from the expiration of the original Rev standard conversion warranty which is for an unlimited mileage for a period of twelve (12) months from the date of delivery for only original retail purchaser/owner. All warranty service is subject to Rev prior examination and (written) approval and will be performed by Rev or at service centers designated by Rev. This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS."

Component Manufacturer Warranty

Original component manufacturers may provide their own warranties. Purchasers should check the original component manufacturer's warranty regarding its coverage. Rev may assist the original retailer in submitting claim to the original component manufacturer within original manufacturer term period mentioned below.

❖ ***Weldon (Vehicle Multiplex system)*** (hereinafter VMUX) correctly is warranted against mechanical, electrical and physical defects for the period defined in the table below per module. The period is defined as the date of manufacture from Weldon; each module carries its own date of manufacture. Without (VMUX Certified Supplier) VCS, Weldon offers a 30-day parts-only warranty on all V-MUX hardware. Written notice of a defect must be received by Weldon within four (4) years after initial product shipment; unless an extended warranty is purchased. Note: Extended warranties are offered by purchasing tamper proof stickers from Weldon with the years of the warranty on them. Extended warranties extend the base warranty, a node with a 7 year sticker has an additional 3 years added to the 4 year standard. Damaged or removal of the label will result in no extended warranty. Weldon will correct by repair or replacement, at its option, equipment or parts which fail because of mechanical, electrical or physical defects, provided that the goods have been properly handled and stored prior to installation and properly installed and properly operated after installation. End users requiring warranty repairs on the V-MUX® system should contact the original equipment manufacturer's customer service or other appropriate department for service/warranty repairs. Weldon Repair Parts Labor Period is defined as the labor provided by Weldon's service department to repair/replace the returned device. This does not reflect the labor to remove/replace any such devices from the vehicle, nor indicate Weldon accepts any responsibility for such removal, replacement or troubleshooting of said devices. Please read below warranty exclusions below for items not covered by Weldon. Customer is responsible for verifying manufacturer warranties.

❖ ***Weldon Exclusions and Limitations*** – Weldon excludes and/or limits:

1. Cost to remove defective part, installation of repaired product, labor or consequential damages of any kind, and the exclusive remedy being to require such parts to be furnished.
2. Weldon's liability under no circumstances will exceed the contract price of goods claimed to be defective
3. Any returns under this guarantee are to be on a transportation charges prepaid basis.

Warranty Performance

Owner's exclusive remedy under this warranty shall be repair or replacement of defective parts, free of charge to the Owner. Owner shall bear all expenses arising out of or relating to transporting the product to the appropriate Warranty Service Location.

Warranty Exclusions and Limitations

This Limited Ambulance Warranty **DOES NOT COVER:**

1. Damage to products that have been improperly installed, altered or modified by any party other than Warrantor.
2. Chassis electrical system and related components installed by the chassis supplier.
3. Electrical items which are not manufactured by Rev, but which are installed by Rev personnel. These items include, but are not limited to, the following: battery chargers; siren; inverters; generators; light bars and similar OEM equipment. These excluded items are typically covered by separate warranties supplied by the OEM manufacturer of the component. When necessary Rev personnel may assist the purchaser in pursuing warranty assistance with the OEM manufactures of these excluded-components.
4. The cab and chassis (owner is responsible for verify warranty provided by Cab & Chassis manufacturer.) Any collateral damage from cab and chassis related electrical failure.
5. Replacement of routine maintenance items, such as voltage regulator, flashers, bulbs, batteries, switches, etc.
6. Non Electrical Components and Items not specified hereinabove as covered items.
7. Damage caused by misuse, neglect, negligence or accident. Usage of this product in a manner, which is inconsistent with design intentions or inconsistent with owner's manual directions, will invalidate this warranty in regard to damage caused by or relating to such inconsistent usage.
8. Periodic tightening and cleaning of connection terminals as required by customary routine maintenance.
9. Damage caused by owner's failure to provide normal maintenance. Failure to follow operating instructions.
10. Damage caused by floods, fire, wind, hail, lightning, and/or any natural disaster.
11. Damage caused by replacement or modification of original parts and/or components this includes but is not limited to improper or unauthorized installation of repairs, and/or attachments. Installation of any "aftermarket" devices including ancillary equipment used in emergency service calls or the modification of any existing system or component originally installed by Rev without Rev's express written approval and any problems resulting from such installation or modification.
12. Rev shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, inconvenience, lodging, travel costs (expense of transporting the product to an authorized service center for service, and all expense arising from or relating to such transportation), or lost vehicle rental expenses) that result from breach of written warranty or any implied warranty.
13. Damage to a Rev vehicle that is leased or rented to a second party

Limitation on Damages: Rev shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, lost wages, lost vehicle rental expenses, loss of savings, profits, or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits o n warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in the disclaimer of warranty may not apply.

Warranty Registration: This warranty is conditioned upon receipt by Rev of a completed and signed warranty registration card within two weeks of delivery. It is the obligation of the purchaser to sign the customer registration card and return it to Rev within the two weeks following delivery. The warranty registration card must be on file for any warranty claim to be considered. This warranty is not transferrable.

Warranty Claim Procedure: If the owner discovers within this period a defect in material or workmanship it must promptly notify Rev in writing. In no event shall such notification be received by Rev later than 30 days after said warranty expires. All warranty work is subject to Rev's examination and approval. If authorized by Rev, the obligation of Rev is limited to repairing or replacing, per the warranty schedule, to the original purchaser. The Purchaser must contact Rev in writing or call Rev's customer service department toll free at 855-661-9232 Monday through Friday from 8:00 to 5:00 pm (Eastern Time) prior to any warranty work being performed. Rev will provide the purchaser with a warranty claim form and further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Rev, PO Box 677339, Orlando, Florida 32867-7339. In the case of products, components or parts covered by the warranty of another manufacturer, Rev will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible. All claimed defective parts are to be returned by the original purchaser, transportation expenses for returned parts pre-paid to Rev within 30 days of receipt of the replacement part or parts sent by Rev. If the claimed defective part(s) are not received by Rev within the 30 day grace period, or if the claimed defect cannot be authenticated, the original purchaser will be charged the full value of the replacement parts plus shipping and handling. Invoices for approved warranties must be sent within 30 days of approval. The invoices must reference the Advance Factory Authorization (AFA) approval number. If an invoice is received without the AFA number, it may be rejected and we will advise you to follow the abovementioned warranty claim procedure.

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Third Party Representations: Rev does not authorize any person to create for Rev any other obligations or liability in connection with its custom module, and Rev is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

Warrantor's Rights: Warrantor reserves the unrestricted right to change the parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in the product previously manufactured.

Warranty Termination: The warranty shall be void, and Rev shall be relieved from any and all obligations hereunder, if:

1. The motor vehicle is sold or any of the components are removed.
2. The chassis is remounted, unless the remount work is performed by Rev or by a service facility approved, in advance and in writing, by Rev.
3. Owner fails to comply with the warranty registration requirements described above.
4. Policy expiration date

Time Limit for requesting Arbitration: Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Orange County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

No Other Warranty: Unless modified in a written statement signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of Rev or any other party is authorized to make any warranty in addition to those made in this agreement.

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Modular Structure Limited Lifetime Warranty

Rev Ambulance Group Orlando Inc., (hereinafter Rev) ("Warrantor") warrants to **the original retail purchaser** only, that the Wheeled Coach module structure that is the subject of this sale is structurally sound and free from all structural defects in material and workmanship and further warrants the module structure will remain free of structural damage due to rusting caused by electrolysis. The custom module structure limited warranty is in effect for the lifetime of a new vehicle. For the purpose of the lifetime custom module limited warranty, a lifetime is defined by Rev as; 15 years from the date of original retail owner's purchase/in-service date from Rev or the period of time the ambulance is in continuous front line service with the original retail purchaser. In the event of a module remount this custom module structural warranty shall remain in effect provided the remount work is completed within the defined lifetime period, and remount work is completed by Rev or a facility Rev authorizes. This limited warranty covers repairs or replacement of any part of your new Rev custom module structure (hereinafter Covered Parts) in which a defect in materials or workmanship appears during normal use, maintenance or service within the limited warranty period, subject to the limitations and exclusions. The repair or replacement does not extend the life of the limited warranty except where state or provincial law otherwise provides for an extension during the time that the Covered Part is being repaired or replaced under this limited warranty. Covered Parts are limited to custom module systems and components such as custom module body, exterior doors, and interior aluminum cabinets. Rev will not replace the ambulance or repurchase the ambulance. All warranty service is subject to Rev's prior examination and (written) approval and will be performed by Rev or at service centers designated by Rev. This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS."

Warranty Performance

Owner's exclusive remedy under this warranty shall be repair or replacement of defective parts, free of charge to the Owner. Owner shall bear all expenses arising out of or relating to transporting the product to the appropriate Warranty Service Location.

Warranty Exclusions and Limitations

This Limited Ambulance Warranty **DOES NOT COVER:**

1. All paint, striping, hardware, hinges, latches, moldings, windows, appointments and accessories.
2. Any and all structural defects resulting from any form of accident or operator negligence.
3. Material or parts manufactured by other entities, including but not limited to sealants, hardware, moldings, windows, fenderettes and other appointments and accessories.
4. Damage caused by misuse, neglect, negligence or accident. Usage of this product in a manner, which is inconsistent with design intentions or inconsistent with owner's manual directions, will invalidate this warranty in regard to damage caused by or relating to such inconsistent usage.
5. Damage caused by owner's failure to provide normal maintenance. Failure to follow operating instructions.
6. Damage caused by floods, fire, wind, hail, lightning, any natural disaster, overloading, chemical fallouts, industrial contamination, and/or vandalism.
7. Damage caused by replacement or modification of original parts and/or components this includes but is not limited to improper or unauthorized installation of attachments, repairs, modifications or alterations.
8. Damage caused by replacement of original parts or components with unauthorized substitutes.
9. Damage during shipment.
10. Rev shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, inconvenience, lodging, travel costs, or lost vehicle rental expenses) that result from breach of written warranty or any implied warranty.
11. Damage to a Rev vehicle that is leased or rented to a second party.
12. Damage to products that have been improperly installed, altered or modified by any party other than Warrantor.
13. General tightening, lubrication of latches, catches, and electrical components.
14. Interior cabinets.
15. Fiberglass components
16. Installation of any "aftermarket" devices including ancillary equipment used in emergency service calls or the modification of any existing system or component originally installed by Rev without Rev's prior express written approval and any problems resulting from such installation or modification.
17. Custom module if altered by welding, cutting or splicing, or improper drilling without Rev's prior written approval.
18. Custom module components damaged as a result of corrosion, including, but not limited to, acid rain, blisters, deicing chemicals, road salt additives and/or acidic exposure.

Limitation on Damages: Rev shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, lost wages, lost vehicle rental expenses, loss of savings, profits, or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some States do not allow limits on warranties, or on remedies for breach in certain transactions. In such States, the limits in this paragraph and in the disclaimer of warranty may not apply.

Warranty Registration: This warranty is conditioned upon receipt by Rev of a completed and signed warranty registration card within two weeks of delivery. It is the obligation of the purchaser to sign the customer registration card and return it to Rev within the two weeks following delivery. The warranty registration card must be on file for any warranty claim to be considered. This warranty is not transferrable.

Warranty Claim Procedure: If the owner discovers within this period a defect in material or workmanship, the owner must promptly notify Rev in writing. In no event shall such notification be received by Rev later than 3 months from the expiration of the Modular Structure Limited Lifetime Warranty. All warranty work is subject to Rev's examination and approval. If authorized by Rev, the obligation of Rev is limited to repairing or replacing, per the warranty term period, to the original purchaser. The Purchaser must contact Rev in writing or call Rev's customer service department toll free at 855-661-9232 Monday through Friday from 8:00 to 5:00 pm (Eastern Time) prior to any warranty work being performed. Rev will provide the purchaser with a warranty claim form and further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Rev, PO Box 677339, Orlando, Florida 32867-7339. In the case of products, components or parts covered by the warranty of another manufacturer, Rev will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible. All claimed defective parts are to be returned by the original purchaser, transportation expenses for returned parts pre-paid to Rev within 30 days of receipt of the replacement part or parts sent by Rev. If the claimed defective part(s) are not received by Rev within the 30 day grace period, or if the claimed defect cannot be authenticated, the original purchaser will be charged the full value of the replacement parts plus shipping and handling. Invoices for approved warranties must be sent within 30 days of approval. The invoices must reference the Advance Factory Authorization (AFA) approval number. If an invoice is received without the AFA number it may be rejected and we will advise you to follow the abovementioned warranty claim procedure.

Third Party Representations: Rev does not authorize any person to create for Rev any other obligations or liability in connection with its custom module, and Rev is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

Warrantor's Rights: Warrantor reserves the unrestricted right to change the parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in the product previously manufactured.

Disclaimer of Warranty: The foregoing warranties are in lieu of all other warranties, express or implied. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

Warranty Termination: The warranty shall be void, and Rev shall be relieved from any and all obligations hereunder, if:

1. The motor vehicle is sold or any of the components are removed.
2. The chassis is remounted, unless the remount work is performed by Rev or by a service facility approved, in advance and in writing, by Rev.
3. Owner fails to comply with the warranty registration requirements described above.
4. Policy expiration date

Time Limit for requesting Arbitration: Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

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Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Orange County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

No Other Warranty: Unless modified in a written statement signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of Rev or any other party is authorized to make any warranty in addition to those made in this agreement.

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Modular Warranty Certificate
Body Paint Warranty

Rev Ambulance Group Orlando Inc., (hereinafter Rev) ("Warrantor") warrants to **the original retail purchaser**, under normal use and service, each new Wheeled Coach modular body paint job is free of all material and workmanship defects for a prorated period of five (5) years from the date of delivery. All warranty service is subject to Rev's prior examination and (written) approval. All warranty service will be performed by Rev or at service centers designated by Rev. This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS." The paint applied by Rev is limited to the original user and limited to the exterior painted surface of the module according to this warranty schedule:

0-36 months	100%
37-48 months	50%
49-60 months	25%

The warranty provided herein shall cover and extend to the following properties of the paint system according to the warranty schedule:

- Loss of adhesion of the paint system resulting in rust
- Cracking of paint system
- Fading or loss of gloss

Repair or replacement of covered parts by a Rev Authorized Service Center is the exclusive remedy under this limited warranty. Rev will not replace the ambulance or repurchase the ambulance from you. The repair of a vehicle does not extend the life of the warranty except where state or provincial law otherwise provides for an extension during the time covered repair is under warranty.

Modular Body Paint Warranty Exclusions and Limitations

The following conditions are specifically excluded from the Rev Modular Body Paint Warranty:

- Exterior finish on any fiberglass components, including but not limited to hardware moldings, windows, mirrors, lights and other appointments and accessories
- Hazing, chalking, or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems;
- Paint deterioration caused by abuse, accidents, acid rain, hail, blisters, deicing chemicals, road salt additives, film degradation due to rust or corrosion originating from substrate, chemical fallout or acts of nature;
- Damage resulting from crevice corrosion
- Accidents, scratches, chips, bruises, and gloss reduction due to normal vehicle use and maintenance
- Re-application of custom finishes, custom decals, hand lettering, exotic finishes or any other finish other than standard refinish procedure;
- Scratches, chips, UV Paint fade, or gloss reduction due to normal wear and tear
- All paint hardware, hinges, latches, windows, appointments and accessories
- Gold leaf, decals, graphics, stickers, name plates, or striping except that which is affected by repair
- Paint failures resulting from the improper application of striping, tapes, decals or custom painted designs I numerals
- Repairs done to previously refinished areas unless stripped to bare metal and appropriate substrate
- Any product finishes, component finishes or finishes of parts not manufactured by Rev, including the chassis
- Defects resulting from normal and customary wear as a result of operating the vehicle
- Defects caused by installation of any devices and/or modification of any existing system or component originally installed by Rev without Rev's prior express written approval and any problems resulting from such installation or modification
- Repairs or alterations done over previously refinished areas, unless stripped to bare metal or appropriate substrata
- Paint if altered by welding, cutting or splicing, or improper drilling without Rev's prior written approval.
- Damage that occurs during shipment
- Damage caused by abrasion of external foreign objects
- Claims presented without proper Warranty documentation or pictures
- Rev shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, lodging, travel costs, or lost vehicle rental expenses) that result from breach of written warranty or any implied warranty.

Limitation on Damages: Rev shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, lost wages, lost vehicle rental expenses, loss of savings, profits, or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in the disclaimer of warranty may not apply.

Warranty Registration: This warranty is conditioned upon receipt by Rev of a completed and signed warranty registration card within two weeks of delivery. It is the obligation of the purchaser to sign the customer registration card and return it to Rev within the two weeks following delivery. The warranty registration card must be on file for any warranty claim to be considered. This warranty is not transferrable.

Warranty Claim Procedure: The original purchaser shall notify Rev within thirty (30) days of the first signs of the claimed defect or perforation. All warranty work is subject to Rev's examination and approval. If authorized by Rev, the obligation of Rev is limited to repairing or replacing, per the warranty schedule, to the original purchaser. The Purchaser must contact Rev in writing or call Rev's customer service department toll free at 855-661-9232 Monday through Friday from 8:00 to 5:00 pm (Eastern Time) prior to any warranty work being performed. Rev will provide the purchaser with a warranty claim form and further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Rev, PO Box 677339, Orlando, Florida 32867-7339. In the case of products, components or parts covered by the warranty of another manufacturer, Rev will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible. Invoices for approved warranties must be sent within 30 days of approval. The invoices must reference the Advance Factory Authorization (AFA) approval number. If an invoice is received without the AFA number it may be rejected and we will advise you to follow the abovementioned warranty claim procedure.

Third Party Representations: Rev does not authorize any person to create for Rev any other obligations or liability in connection with its custom module, and Rev is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

Warrantor's Rights: Warrantor reserves the unrestricted right to change the parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in the product previously manufactured.

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Disclaimer of Warranty: The foregoing warranties are in lieu of all other warranties, express or implied. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

Warranty Termination: The warranty shall be void, and Rev shall be relieved from any and all obligations hereunder, if:

1. The motor vehicle is sold or any of the components are removed.
2. The chassis is remounted, unless the remount work is performed by Rev or by a service facility approved, in advance and in writing, by Rev.
3. Owner fails to comply with the warranty registration requirements described above.
4. Policy expiration date

Time Limit for requesting Arbitration: Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Orange County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

No Other Warranty: Unless modified in a written statement signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of Rev or any other party is authorized to make any warranty in addition to those made in this agreement.

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Standard Conversion Warranty

Rev Ambulance Group Orlando Inc., (hereinafter Rev) ("Warrantor") warrants to **the original retail purchaser** for an unlimited mileage for a period of twelve (12) months from the date of delivery. This product shall be free of substantial defects in materials and workmanship, which are attributable to the Wheeled Coach brand and which arise during the course of normal use and service. Rev will correct any defect in material or workmanship, with either new or used replacement parts, at Rev's option. Such repair including both parts and labor, is at Rev's expense. All warranty service is subject to Rev's prior examination and (written) approval and will be performed by Rev or at service centers designated by Rev. This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS."

WARRANTYPERFORMANCE
Owner's exclusive remedy under this warranty shall be repair or replacement of defective parts, free of charge to the Owner. Owner shall bear all expenses arising out of or relating to transporting the product to the appropriate Warranty Service Location.

Warranty Exclusions and Limitations
This Limited Ambulance Warranty **DOES NOT COVER:**

1. Damage to the soft trim and appearance items if such damage is due to normal use, wear and tear, or exposure to elements.
2. Accessories, components, and/or parts not manufactured by Warrantor, which items include (but are not limited to): the chassis and its component parts, tires, tire balancing, aftermarket suspension components, wheel alignment, inverters, sirens, light bulbs, light bars, battery chargers, generator, air conditioners, radios, power converters, batteries, other electronic, sealants, hardware, moldings, windows, fender rings, and/or attachments and accessories. The manufacturers of these products may provide warranties covering the performance of their particular products.
3. Normal maintenance such as lubrication, batteries, tires, filter and oil replacement, belts and hoses, brake lining and adjustment, and vehicle alignments. Normal wear parts such as electrical accessories, voltage regulator, flashers, switches, etc.
4. Scratches or dents on the body, windows, and window shields not reported within 7 days of delivery.
5. Vinyl or painted graphics in any form not originally installed by Rev.
6. Damage to products that have been improperly installed, altered or modified by any party other than Warrantor.
7. Damage caused by misuse, neglect, negligence or accident. Usage of this product in a manner, which is inconsistent with design intentions or inconsistent with owner's manual directions, will invalidate this warranty in regard to damage caused by or relating to such inconsistent usage.
8. Damage caused by owner's failure to provide normal maintenance. Failure to follow operating instructions.
9. Damage caused by floods, fire, wind, hail, lightning, and/or any natural disaster.
10. Damage caused by replacement or modification of original parts and/or components. This includes but is not limited to improper or unauthorized installation of repairs, and/or attachments.
11. Rev shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, inconvenience, lodging, travel costs, or lost vehicle rental expenses) that result from breach of written warranty or any implied warranty.
12. Damage to a Rev vehicle that is leased or rented to a second party
13. Custom module if altered by welding, cutting or splicing, or improper drilling without Rev's prior written approval
14. Custom module systems and components damaged as a result of corrosion, including, but not limited to, salt and/or acidic exposure

Limitation on Damages: Rev shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, lost wages, lost vehicle rental expenses, loss of savings, profits, or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in the disclaimer of warranty may not apply.

Warranty Registration: This warranty is conditioned upon receipt by Rev of a completed and signed warranty registration card within two weeks of delivery. It is the obligation of the purchaser to sign the customer registration card and return it to Rev within the two weeks following delivery. The warranty registration card must be on file for any warranty claim to be considered. This warranty is not transferrable.

Warranty Claim Procedure: If the owner discovers within this period a defect in material or workmanship, the owner must promptly notify Rev in writing. In no event shall such notification be received by Rev later than 13 months from the date of delivery to the original purchaser. All warranty work is subject to Rev's examination and approval. If authorized by Rev, the obligation of Rev is limited to repairing or replacing, per the warranty schedule, to the original purchaser. The Purchaser must contact Rev in writing or call Rev's customer service department toll free at 855-661-9232 Monday through Friday from 8:00 to 5:00 pm (Eastern Time) prior to any warranty work being performed Rev will provide the purchaser with a warranty claim form and further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Rev, PO Box 677339, Orlando, Florida 32867-7339. In the case of products, components or parts covered by the warranty of another manufacturer, Rev will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible. All claimed defective parts are to be returned by the original purchaser, transportation expenses for returned parts pre-paid to Rev within 30 days of receipt of the replacement part or parts sent by Rev. If the claimed defective part(s) are not received by Rev within the 30 day grace period, or if the claimed defect cannot be authenticated, the original purchaser will be charged the full value of the replacement parts plus shipping and handling. Invoices for approved warranties must be sent within 30 days of approval. The invoices must reference the Advance Factory Authorization (AFA) approval number. If an invoice is received without the AFA number it may be rejected and we will advise you to follow the abovementioned warranty claim procedure.

Third Party Representations: Rev does not authorize any person to create for Rev any other obligations or liability in connection with its custom module, and Rev is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

Warrantor's Rights: Warrantor reserves the unrestricted right to change the parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in the product previously manufactured.

Disclaimer of Warranty: The foregoing warranties are in lieu of all other warranties, express or implied. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

Warranty Termination: The warranty shall be void, and Rev shall be relieved from any and all obligations hereunder, if:

1. The motor vehicle is sold or any of the components are removed.
2. The chassis is remounted, unless the remount work is performed by Rev or by a service facility approved, in advance and in writing, by Rev.
3. Owner fails to comply with the warranty registration requirements described above.
4. Policy expiration date

Time Limit for requesting Arbitration: Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Orange County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

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Issue. 7.1.2014
Rev.6.21.2016

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No Other Warranty: Unless modified in a written statement signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of Rev or any other party is authorized to make any warranty in addition to those made in this agreement.

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Issue. 7.1.2014
Rev.6.21.2016

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Eric Patterson, Director**

DATE: **March 15, 2017**

SUBJECT: **Water Treatment Plant Mower Purchase**

Type of Item: *Purchase*

2017 Water treatment Plant Mower

Bids were opened and read aloud on February 28th, 2017 for a new mower for the water treatment plant. There is approximately 11.5 acres to mow at this site. The bids came in as follows:

Dealer:	Mower:	Sun Shade:	Light Kit:	Total:
Golden Valley Tractor, Inc.	$9,950.00	$275.00	$188.00	$10,413.00
Heritage Tractor, Inc.	$11,581.38	$169.00	$247.17	$11,997.55
Outdoor Power Center	$9,588.75	$423.75	$112.50	$10,125.00
Mo Kan Outdoor Power	$9,285.00	$175.00	$80.00	$9,540.00

Recommendation:

Staff recommends purchase of the Skag Cheetah from Golden Valley Tractor for an amount not to exceed $10,413.00 This is the only Harrisonville dealer that sent in a bid. They are also the only one model that is fully greaseable, the other mowers have very minimal grease points and rely on sealed bearings.

Council Bill No. 019

Resolution No.

A Resolution Authorizing the City Administrator to Execute an Agreement with Golden Valley Tractor, Inc. For The Purpose of Purchasing a New Skag "Cheetah" Mower in an Amount Not to Exceed $10,413.00.

WHEREAS, the City of Harrisonville has funds budgeted for a new mower in the 2017 budget, and

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

WHEREAS, Golden Valley Tractor, Inc. was determined to be the low best bidder with a price of $10,413.00

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 Golden Valley Tractor, Inc. for the purpose of purchasing a new Skag "Cheetah" mower in an amount not to exceed $10,413.00.

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

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 20th day of March, 2017.

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Sheryl Stanley, Deputy City Clerk

WITNESS my hand and seal this 20th day of March, 2017

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Sheryl Stanley, Deputy City Clerk**

DATE: **March 16, 2017**

SUBJECT: **Repeal Res 028-10 and Res 044-2013**

Type of Item: *Approval*

Council Bill No. 020

Resolution No.

A Resolution of the City of Harrisonville, Missouri, Repealing City Incentives but Retaining the Authority to Enforce Criteria within the Harrisonville Enhance Enterprise Zone

WHEREAS, the Board of Aldermen of the City of Harrisonville (the "City") approved Council Bill 015, Resolution 028-10 on August 2, 2010, and Council Bill 086, Resolution 045-10 on December 14, 2010, to establish the Harrisonville Enhanced Enterprise Zone and incentives within it; and

WHEREAS, the Board of Aldermen of the City approved Council Bill 78, Resolution 044-2013 on October 21, 2013, to implement the procedure for approving applications for incentives within the Harrisonville Enhanced Enterprise Zone; and

WHEREAS, the Board of Aldermen of the City believes that City incentives are no longer appropriate and should be repealed with respect to the Harrisonville Enhanced Enterprise Zone; and

WHEREAS, the Board of Aldermen of the City does not intend to reduce, limit, restrict or terminate any such incentives approved by the City or Harrisonville Enhanced Enterprise Zone Board prior to the approval of this resolution; and

WHEREAS, the Board of Aldermen of the City does not intend to reduce, limit, restrict or terminate any power or authority of the City to enforce the terms and criteria of the Harrisonville Enhanced Enterprise Zone and previously approved incentives and agreements; and

WHEREAS, the Board of Aldermen of the City does not intend to reduce, limit, restrict or terminate any such incentives, if any, offered in the past, currently, or in the future by the State of Missouri with respect to the Harrisonville Enhanced Enterprise Zone.

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

SECTION 1. *Repeal by the City.* That Resolutions 028-10 and 044-2013, and all procedures and processes established to provide City incentives in the Harrisonville Enhanced Enterprise Zone are hereby repealed and terminated, except as specifically stated in this resolution, and no such incentives shall be approved after the Effective Date of this resolution.

SECTION 2. *No Affect on State of Missouri Incentives.* The approval of this resolution shall not reduce, limit, restrict or terminate any incentives, if any, offered or approved in the past, currently, or in the future by the State of Missouri with respect to the Harrisonville Enhanced Enterprise Zone.

SECTION 3. *Incentives previously approved by the City or the Enhanced Enterprise Zone Board.* The approval of this resolution shall not reduce, limit, restrict or terminate any Harrisonville Enhanced Enterprise Zone incentives or agreements previously approved by the City or the Enhanced Enterprise Zone Board.

SECTION 4. *City Powers and Authority to enforce the criteria are retained.* The approval of this resolution shall not reduce, limit, restrict or terminate any power or authority of the City established under the laws or regulations of the State of Missouri or under resolutions approved by the Board of Alderman of the City to enforce the terms and criteria of the Harrisonville Enhanced Enterprise Zone and previously approved incentives and agreements; and the City Administrator shall continue to be the designated Administrator of the Harrisonville Enhanced Enterprise Zone.

SECTION 5. *Severability*. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. *Effective Date.* That this resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED ON THIS 20th DAY OF MARCH 2017, AND APPROVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI THIS 20TH DAY OF MARCH 2017.

____

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

ATTEST:

____

Sheryl Stanley, Deputy City Clerk

APPROVED by the Mayor this 20th day of March, 2017.

City of Harrisonville est. 1836

STAFF REPORT

TO: Board of Aldermen

FROM: Eric Patterson, Director

DATE: February 6, 2017

SUBJECT: PURPA Implementation Policy

Type of Item: *Approval*

Background

The basic goal of PURPA is to require electric utilities to purchase the output of certain generating facilities (called Qualifying Facilities, or "QF") that may locate in their service territories. Generally utilities are required to purchase a QF's output at either a negotiated rate or at "avoided cost."

The risk is that a QF of 20MW or greater may demand that a MoPEP member city purchase that QF's output which PURPA requires the city to do. One of the primary concerns with this requirement is that it would ultimately lead to higher costs for MoPEP members should a QF connect at the retail distribution level (municipality) instead of the wholesale level (MJMEUC) while conflicting with the full-requirements provisions of our Power Sales Agreements. Fortunately, MJMEUC can help to reduce the chance for higher costs and risks associated with the PURPA requirement.

Precedent & Solution

The good news is that FERC has the authority to grant waivers from this requirement. Utilities do have an option to waive this purchase requirement for QF's of 20MW or greater if there is an organized market available for the QF to sell its output into, such as the Southwest Power Pool (SPP) or the Midcontinent Independent System Operator (MISO).

The Missouri River Energy Services (MRES, a joint action agency with cities in North Dakota, South Dakota, Minnesota, and Iowa) and the Oklahoma Municipal Power Authority (OMPA) each filed for, and were granted, a waiver of the PURPA requirements on behalf of themselves and their member cities from FERC. There are two parts to this filing approach at FERC.

As QFs greater than 20MW in size are eligible to participate in the SPP or MISO market, we can file a waiver request for MJMEUC and its MoPEP cities. MJMEUC, not MoPEP cities, would be required to purchase the output.

For QFs smaller than 20MW requesting PURPA QF status, a separate waiver request would exempt the MoPEP city from having to purchase the output, directing the QF instead to MJMEUC. MJMEUC would be required to enter into an agreement with any such QF facility, which would be at a lower wholesale cost as opposed to the higher avoided cost of the MoPEP member.

What This Doesn't Do

This only applies to those facilities that request protection under the PURPA rules as a QF. For individual homeowners and businesses that wish to install solar panels to continue to buy power from the city while selling excess energy at different times, this can be done pursuant to and in accordance with the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015).

Recommendation

In order to keep power supply costs at the lowest level, Staff recommends the approve the attached ordinance.

Council Bill No. 021

Ordinance No.

ORDINANCE AUTHORIZING FILING OF APPLICATIONS WITH THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) BY THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION (MJMEUC) ON BEHALF OF THE CITY OF HARRISONVILLE, MISSOURI, A MEMBER CITY OF MJMEUC, FOR WAIVERS UNDER THE PUBLIC UTILITY REGULATORY POLICIES ACT OF 1978 (PURPA) FOR FACILITIES GREATER THAN 20MW AND EXEMPTING CITY FROM PURCHASE REQUIREMENTS REGARDING QUALIFYING FACILITIES AND ADOPTING RULES FOR COMPLIANCE WITH FERC'S PURPA REGULATIONS

WHEREAS, PURPA is the Public Utilities Regulatory Policy Act of 1978 and its basic goal is to require electric utilities, which includes MJMEUC and the City of Harrisonville, Missouri, hereinafter referred to as City, to purchase the output of certain generating facilities which may locate in their service territories at a negotiated rate or at "avoided cost"; and

WHEREAS, utilities do have an option to seek a waiver of this purchase requirement if there is an organized market available for the entity to sell its output into, and Harrisonville is supplied wholesale power through the Southwest Power Pool's Integrated Marketplace, and the Southwest Power Pool's Integrated Marketplaces qualify as such markets; and

WHEREAS, FERC has taken the position that facilities of greater than 20MW have the capability, expertise, or resources to participate in such markets; and requests for waivers will be considered but generally not be granted for smaller facilities; and

WHEREAS, for facilities requesting PURPA Qualifying Facilities (QF) status, a separate waiver request would exempt City, a Member City of MJMEUC, from having to purchase the output, directing them instead to MJMEUC which would be required to assume that responsibility; and

WHEREAS, on December 3, 2015, the Board of Directors of MJMEUC passed Resolution No. 07-2015, which authorized the filing of the above referenced applications for waivers on behalf of MJMEUC and any Member City which wished to join therein.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CITY AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference as if fully restated.

Section 2. The filing of said waiver requests with FERC by MJMEUC on behalf of

Harrisonville is hereby approved all at the cost of MJMEUC.

Section 3. Regarding the assumption by MJMEUC of the responsibility to purchase the output of facilities requesting PURPA Qualifying Facilities (QF) status in lieu of those Member Cities that wish to participate in the waiver application, the City Council hereby assigns to MJMEUC the responsibility for such purchases to MJMEUC and approves the assumption of said undertaking by MJMEUC.

Section 4. Attached hereto and incorporated herein by reference as if fully restated are MJMEUC's Rules for Compliance with FERC’s PURPA Regulations which are hereby approved by the Board of Trustees to which City shall abide and provide, for any purchase obligation subject to these waiver requests, that (1) MJMEUC and City shall not avoid or frustrate the purpose of any PURPA-mandated obligation; (2) MJMEUC and City shall permit any facility with PURPA QF status to interconnect with MJMEUC’s and Member Cities’ transmission and distribution systems; (3) MJMEUC and City shall not charge duplicative fees to any facility with PURPA QF status for interconnection or wheeling; (4) MJMEUC shall not subject a facility with PURPA QF status to any duplicative charges or additional fees as a result of MJMEUC’s purchase of power from a QF that would otherwise be purchased by any one of the Member Cities; and (5) the City interconnected with the QF shall sell any capacity and energy to the QF that is required by it.

Section 5. The Mayor and City Clerk of City be and each of them are hereby authorized to execute or accept such further documents and to take or cause to be taken any and all such further action as may be reasonably required on the part of the City to carry out, give effect to and consummate the transactions contemplated hereby.

ADOPTED by the City Council and APPROVED by the Mayor for the City of

Harrisonville this 20th day of March 2017.

BRIAN HASEK, MAYOR

ATTEST:

APPROVED AS TO FORM:

SHERYL STANLEY, DEPUTY CITY CLERK JOHN FAIRFIELD, CITY ATTORNEY

MISSOURI PUBLIC ENERGY POOL #1

PURPA IMPLEMENTATION POLICY

I. Overview of Policy

This PURPA Implementation Policy ("Policy") sets forth the manner in which the Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), as operator of the Missouri Public Energy Pool #1 ("MoPEP"), and the authorizing MoPEP members will implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA") and the rules adopted by the Federal Energy Regulatory Commission ("FERC") thereunder.

The MoPEP Pool Committee has adopted this Policy to be applicable to all MoPEP members that have provided to MJMEUC their written authorization to participate in this Policy (each such member being referred to herein as an "authorizing Member"). Appendix I to this Policy is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

MJMEUC and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. MJMEUC is a non-jurisdictional joint action agency and a body corporate and politic of the State of Missouri authorized by legislation to construct, operate and maintain facilities for the production and transmission of electric power for its members, to purchase and sell wholesale electric power and energy, and to enter into agreements with any person for transmission of electric power. It is organized on a statewide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the power and energy requirements of municipal utilities in the state.

MoPEP is a power pool operated by MJMEUC pursuant to the Amended and Restated Missouri Public Energy Pool #1 Agreement. MoPEP currently has 34 municipal electric utility members. MJMEUC, as administrator of MoPEP, is the full-requirements supplier for the MoPEP members, and meets their wholesale capacity and energy requirements through certain resources contributed by the pool members, and through generating and purchased-power resources owned or otherwise arranged for by MJMEUC. The MoPEP members are municipal electric utilities serving retail customers in their service territories.

This Policy is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of MJMEUC and the authorizing Members, to sell electric energy and capacity to MJMEUC, and to purchase retail electric service from the authorizing Members.

Under this Policy,

- MJMEUC will purchase all energy and capacity offered by QFs to MJMEUC or any of the authorizing Members, (unless such energy is net metered in accordance with Missouri law[1]);
- The authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories; and
- If a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request, MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

MJMEUC will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with MJMEUC or an authorizing Member. The standard purchase rate will be determined by MJMEUC based on its "avoided cost," *i.e.*, the costs to MJMEUC of the electric energy that MJMEUC would otherwise

[1] This Policy is not applicable to energy provided by any QF that is also a "qualified electric energy generation unit" that has requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015). Arrangements between such QFs and the applicable authorizing Member shall be made in accordance with the Missouri net metering law.

generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include MJMEUC's delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, MJMEUC's (or Southwest Power Pool's) ability to dispatch the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF's scheduled outages can be usefully coordinated with those of MJMEUC's other generating resources, the usefulness of the QF's energy and capacity during system emergencies and the QF's ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, and/or the smaller capacity increments and shorter lead times available with additions of capacity from QFs. MJMEUC reserves the right to analyze each QF's cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member's retail service territory, the authorizing Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members' other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

Implementation of the purchase and sale requirements in this manner will provide QFs with a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.

This Policy does not include a form of the contract to be entered into between MJMEUC and a QF for the purchase of the QF's output. Nor does this Policy include a form of the contract to be entered into between an authorizing Member and a QF for the interconnection of the QF to the authorizing Member's municipal electric system and/or the provision of retail electric service to the QF. The terms and conditions of such contracts are expected to vary depending on the nature of the QFs. However, MJMEUC and the authorizing Members intend to require such contracts be executed by each QF. Such contracts will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

MJMEUC intends to file with FERC, on behalf of itself and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC's Regulations[2] to permit this Policy to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to MJMEUC, and place the must-sell obligation on the authorizing Members. Additionally, MJMEUC intends to file with FERC one or more applications seeking waiver of MJMEUC's must-purchase obligation for QFs greater than 20 MW pursuant to Section 292.309(a) of FERC's Regulations.[3]

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.[4] This Policy is similar to policies adopted by other joint action agencies and cooperatives and their members. FERC has also granted waivers of must-purchase obligations with respect to QFs greater than 20 MW pursuant to Section 292.309(a) in the

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[2] 18 CFR §§ 292.303(a) and (b) (2014).

[3] 18 CFR § 292.309(a).

[4] *See Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part,* 35 FERC ¶ 61,069 (1986), *aff'd sub nom. Greensboro Lumber Co. v. FERC,* 825 F.2d 518 (D.C. Cir. 1987); *Seminole Electric Cooperative, Inc.*, 39 FERC ¶ 61,354 (1987); *Missouri Basin Municipal Power Agency,* 69 FERC ¶ 62,250 (1994); *Com Belt Cooperative,* 68 FERC ¶ 62,249 (1994); *Southern Illinois Power Cooperative,* 66 FERC ¶ 62,010 (1994); *Northwest Iowa Power Cooperative,* 57 FERC ¶ 62,079 (1991); *Soyland Power Cooperative, lnc.*, 50 FERC ¶ 62,072 (1990); *Western Farmers Electric Cooperative,* 115 FERC ¶ 61,323 (2006); *Missouri Basin Municipal Power Agency*, Docket No. EL09-13-000, Letter Order (Feb. 6, 2009); *Arkansas Public Service Comm'n, et al.*, Docket No. EL09-37-000, Letter Order (April 30, 2009); *Missouri River Energy Servs.*, 145 FERC ¶ 62,022 (2013).

Southwest Power Pool[5] and for joint action agencies in other Regional Transmission Organizations.[6] If the requested waivers are not granted, MJMEUC and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

MJMEUC and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, MJMEUC and the authorizing Members believe the proposed approach will facilitate the development of QFs.

II. Introduction

A. Intent of Policy

This Policy is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with MJMEUC and authorizing Members' electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

B. Utilities Subject to Policy

MJMEUC and all authorizing Members, as listed in Appendix I, are subject to this Policy. This Policy addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by MJMEUC or any authorizing Member, except for QFs that are also "qualified electric energy generation units" that have requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act.

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[5] *E.g.*, *Xcel Energy Servs., Inc.*, 122 FERC ¶ 61,048 (2008), *reh'g denied,* 124 FERC ¶ 61,073 (2008).

[6] *E.g.*, *Missouri River Energy Servs.*, 145 FERC ¶ 62,023 (2013) (approving a joint action agency's request to waive the must-purchase obligation for resources greater than 20 MW in Midcontinent Independent System Operator, Inc.).

III. Statement of Policy

A. The Policy

It is the policy of MJMEUC and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of MJMEUC or any authorizing Member; (ii) to permit any QF (unless the energy provided by the QF is net metered in accordance with Missouri law), to sell energy and capacity to MJMEUC at rates equal to MJMEUC's avoided costs or at a negotiated rate; and (iii) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this Policy, MJMEUC and the authorizing Members expressly undertake the following obligations: (a) MJMEUC will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to MJMEUC across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of MJMEUC's purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with MJMEUC and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities had the QF purchased such power from MJMEUC. MJMEUC and the authorizing Members' undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of this Policy and the other requirements imposed by law.

Because this Policy outlines the basic approach that MJMEUC and the authorizing Members intend to use to fulfill their separate obligations under PURPA, MJMEUC and/or a given authorizing Member may depart from this Policy to the extent authorized by law if they mutually determine that the departure is reasonably necessary in connection with a particular QF. In addition, the Pool Committee shall amend this Policy from time to time as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over MJMEUC and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, MJMEUC and/or the authorizing Members.

This Policy reflects an integrated approach to implementing MJMEUC's and the authorizing Members' obligations under PURPA and the FERC Rules. This approach recognizes the function of MJMEUC as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and (where the QF is connected to an authorizing Member) a source of any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303(a) of FERC's Regulations,[7] an electric utility is obligated to purchase only the energy and capacity which is "made available" from a QF. Section 292.304(d) of FERC's Regulations[8] clarifies that each QF shall have the option to determine the amount of energy or capacity "available" for purchase. Accordingly, this Policy does not require a QF to sell all of its energy and capacity to MJMEUC, but rather just the amount the QF wishes to make "available" for such purchases.

No QF will be permitted to interconnect and operate in parallel with the electric system of MJMEUC or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an

[7] 18 CFR §292.303(a).
[8] 18 CFR §292.304(d).

authorizing Member and selling to MJMEUC will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (*i.e.*, beyond the authorizing Member's facilities) are necessitated by MJMEUC's purchases of the QF's power (rather than the authorizing Member's purchases), such costs will be borne by MJMEUC (rather than the QF). This Policy does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than MJMEUC.

Where a QF is interconnected to transmission or distribution facilities owned by MJMEUC or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member's applicable rates, rules, and regulations governing retail service. The terms of the arrangements between MJMEUC, the authorizing Member, and the QF shall be consistent with the authorizing Member's tariff or consistent with rates to the authorizing Member's other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. MJMEUC makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

B. Metering Requirements

MJMEUC and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in MJMEUC's monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by MJMEUC shall not normally be netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over MJMEUC and the authorizing Members.

MJMEUC shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. MJMEUC shall make such policies and procedures available to QFs for review.

C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under this Policy:

(i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to MJMEUC's or the authorizing Member's system, including such automatic relaying and system protection which MJMEUC or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch. MJMEUC and the authorizing Members have the right to refuse to interconnect or to discontinue the QF's connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.

(ii) MJMEUC or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into MJMEUC's monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that MJMEUC or the authorizing Members may install and maintain such metering equipment. MJMEUC or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.

(iii) Neither MJMEUC nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.

(iv) MJMEUC and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. MJMEUC shall make such policies and procedures available to QFs for review.

IV. Request for Waiver

The FERC Rules require each wholesale electric utility, such as MJMEUC, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. Through this Policy, MJMEUC and the authorizing Members will have adopted an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) MJMEUC will purchase energy and capacity from QFs (unless such energy is net metered in accordance with Missouri law), and the authorizing Members will provide retail service to QFs located within their retail service territories, and (2) upon request, MJMEUC will assist any QF that is connected to MJMEUC-owned transmission facilities that are not located within an authorized Members' retail service territory in finding a retail power supplier.

MJMEUC and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow MJMEUC and the authorizing Members to implement this Policy. Specifically, MJMEUC will request, on behalf of the authorizing Members, a waiver of the authorizing Members' must-purchase obligation and, on behalf of itself, a waiver of its must-sell obligation. MJMEUC and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and MJMEUC to sell to QFs is not necessary to facilitate cogeneration and small power production. MJMEUC and the authorizing Members have determined that purchases by MJMEUC on behalf of the authorizing Members will adequately facilitate cogeneration and small power production in part because each authorizing Member's avoided costs should be equal to MJMEUC's avoided costs. Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member. In addition, MJMEUC intends to request a waiver of the mandatory purchase requirement with respect to QFs of greater than 20 MW that have access to centralized markets.

This Policy is premised on the waivers previously described. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small power production, MJMEUC and the authorizing Members intend to operate under this Policy during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Policy will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable.

Persons desiring information about this waiver request, including a copy of the waiver request filed by MJMEUC and the authorizing Members with FERC, may contact:

Chief Operating Officer
MJMEUC
1808 SW I-70 Drive
Columbia, MO 65203

IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with MJMEUC or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact the following:

Chief Operating Officer
MJMEUC
1808 SW I-70 Drive
Columbia, MO 65203

APPENDIX I

AUTHORIZING MEMBERS

[TO BE ADDED AS MEMBERS AUTHORIZE THE RULES]

MPUA
Missouri Public Utility Alliance

Memo

To: MoPEP Member Cities

From: Terry Jarrett

Date: February 2, 2017

Re: Request to make FERC PURPA filing

At its December 3, 2015 meeting, the MJMEUC Board of Directors authorized staff to file at FERC (Federal Energy Regulatory Commission) a request for an exemption from certain PURPA requirements. PURPA is the Public Utilities Regulatory Policy Act of 1978 (which has been since amended). Attached is a copy of the MoPEP Implementation Policy.

Recommendation

In order to keep power supply costs at the lowest level, MJMEUC recommends your city council authorize the filing of the PURPA waiver request at FERC by MJMEUC on behalf of MJMEUC and its MoPEP cities. We have attached a draft ordinance developed to meet the requirements of this filing. Please use this form.

FERC rules also require us to provide public notice regarding this waiver request, which we will do in local newspapers. This notice is for potential QFs in your area.

Background

The basic goal of PURPA is to require electric utilities to purchase the output of certain generating facilities (called Qualifying Facilities, or "QF") that may locate in their service territories. Generally utilities are required to purchase a QF's output at either a negotiated rate or at "avoided cost."

The risk is that a QF of 20MW or greater may demand that a MoPEP member city purchase that QF's output which PURPA requires the city to do. One of the primary concerns with this requirement is that it would ultimately lead to higher costs for MoPEP members should a QF connect at the retail distribution level (municipality) instead of the wholesale level (MJMEUC) while conflicting with the full-requirements provisions of our Power Sales Agreements. Fortunately, MJMEUC can help to reduce the chance for higher costs and risks associated with the PURPA requirement.

Precedent & Solution

The good news is that FERC has the authority to grant waivers from this requirement. Utilities do have an option to waive this purchase requirement for QF's of 20MW or greater if there is an organized market available for the QF to sell its output into, such as the Southwest Power Pool (SPP) or the Midcontinent Independent System Operator (MISO).

The Missouri River Energy Services (MRES, a joint action agency with cities in North Dakota, South Dakota, Minnesota, and Iowa) and the Oklahoma Municipal Power Authority (OMPA) each filed for, and were granted, a waiver of the PURPA requirements on behalf of themselves and their member cities from FERC. There are two parts to this filing approach at FERC.

As QFs greater than 20MW in size are eligible to participate in the SPP or MISO market, we can file a waiver request for MJMEUC and its MoPEP cities. MJMEUC, not MoPEP cities, would be required to purchase the output.

For QFs smaller than 20MW requesting PURPA QF status, a separate waiver request would exempt the MoPEP city from having to purchase the output, directing the QF instead to MJMEUC. MJMEUC would be required to enter into an agreement with any such QF facility, which would be at a lower wholesale cost as opposed to the higher avoided cost of the MoPEP member.

What This Doesn't Do

This only applies to those facilities that request protection under the PURPA rules as a QF. For individual homeowners and businesses that wish to install solar panels to continue to buy power from the city while selling excess energy at different times, this can be done pursuant to and in accordance with the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015).

If you have questions regarding this request, please feel free to contact me at 573-415-8379.

Attachments:

MoPEP Implementation Policy
Draft Ordinance Form

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **March 7, 2017**

SUBJECT: **Senior Living Chapter 353**

Type of Item: *Discussion*

This is an evaluation and consideration of the Chapter 353 agreement with Harrisonville Senior Living Center, LLC and the City of Harrisonville.

Springsted has completed their review into the proposed Harrisonville Senior Living Center, LLC, and their request to partner with the city.

We will have oral reports at the meeting from our attorney, Springsted, and the developer then the board can vote yea or nay whether to continue to the agreement drafting stage of the process.

G. Action Item (ID # 2463)

Discussion re: Harrisonville Senior Living Center, LLC and Chapter 353 Agreement

Attachments:

Harrisonville Senior Care Center Review V2 022817 (PDF)

Sr Village Impacts 2016-08-23 (PDF)

Springsted Incorporated
9229 Ward Parkway, Suite 104
Kansas City, MO 64114-3311

Tel: 816-333-7200
Fax: 816-333-6899
Email: advisors@springsted.com
www.springsted.com

MEMORANDUM

TO: Jim Clarke, Community/Economic Development Director
City of Harrisonville, Missouri

FROM: Tom Denaway, Assistant Vice President/Consultant

DATE: February 28, 2017

SUBJECT: Harrisonville Senior Living Center LLC – Developer Review

Springsted has reviewed the following materials with regard to the above referenced project:

- Interstate Underground Warehouse and Industrial Park, Inc. – Market Values and Historical Values – Financial Statements for the Year Ended May 31, 2015
- Interstate Underground Warehouse and Industrial Park, Inc. – Market Values and Historical Values – Financial Statements for the Year Ended May 31, 2014
- Construction and Term Loan Commitment – February 7, 2017

For this project, Harrisonville Senior Care Center LLC is proposing the development of a multi-phase Senior Living Village, anticipated to include approximately 312 new units of senior housing spread amongst potentially seven buildings. For the purpose of this review we are focusing on the Developer's undertaking of Phase One of the project which includes the rehabilitation of a former hospital into an approximately 68-unit, market rate, age restricted, independent living facility. The Developer is seeking tax abatement assistance through the Chapter 353 program resulting in a 100% property tax abatement period of 10-years, followed by a 50% abatement period for an additional 15-years.

The Development entity undertaking the project is Harrisonville Senior Care Center LLC, which is wholly owned by Interstate Underground Warehouse & Industrial Park Inc. The Officers of Interstate Underground Warehouse are Sammy Jo Reeder - President; Dennis Speer – Vice President, and Amanda Plotner – Secretary.

Developer Review

The purpose of our financial capacity review was to determine if the Developer, Harrisonville Senior Care Center LLC, has the financial capacity necessary to complete Phase 1 of the project. In performing this review we evaluated prior year financial information for Interstate Underground Warehouse & Industrial Park Inc., along with a signed construction/term loan commitment to fund the project provided by Great Western Bank. The signed construction/term loan commitment provided by the Developer's lender indicates they have secured the necessary debt and equity to fund the first phase of the project, which they are currently undertaking.

It should be noted that this review is based on the assumption that the Developer remains in compliance with all terms of the lending commitment, and that the loan is closed on within the schedule outlined in the loan commitment.

As part of our review the City of Harrisonville requested that we inquire with Harrisonville Senior Care Center LLC as to the role, if any, that Mr. Wayne Reeder was involved with the LLC and the proposed development; additionally, we asked that Mr. Reeder provide written responses to our standard disclosure questions. A transcript of our inquiry and the response of Mr. Reeder is copied below:

> **Springsted Question:** *Also, while Wayne Reeder may not be an owner of the project, we do feel that he falls under the heading of an "affiliated party" to the project, and as a result would like for a written description to be provided that outlines his involvement with the project. Additionally, we would like a written response and explanation from Mr. Reeder to the disclosure questions that were included in the non-disclosure agreement.*
>
> **RESPONSE:** Based upon the facts, Mr. Reeder is not an owner and is not an officer, employee or affiliated party to the project. Mr. Reeder has no ownership interest whatsoever in Interstate Underground Warehouse & Industrial Park, Inc. or Harrisonville Senior Care Center LLC. All of his former interest in the Company has been transferred to the next generation or his former wife. Rather, Mr. Reeder is an 84 year old retired real estate developer and investor who currently does real estate consulting work. Mr. Reeder's sole connection to the project is that of an unpaid consultant to Underground Warehouse & Industrial Park and Harrisonville Senior Care LLC and receives no compensation of any kind for his services. If you would like an Affidavit to this effect, please advise.
>
> Wayne Reeder's individual disclosure answers:
>
> Description of development co, ownership, affiliated/partner companies:
> **RESPONSE:** See response provided by Interstate Underground Warehouse & Industrial Park.
>
> Current balance sheets and income statements:
> **RESPONSE:** See response provided by Interstate Underground Warehouse & Industrial Park.
>
> Past 3 years financials/historical info:
> **RESPONSE:** See response provided by Interstate Underground Warehouse & Industrial Park.
>
> Current financial info for personal guarantors:
> **RESPONSE:** Not applicable – no personal guarantors
>
> Disclosures regarding the following:
> **RESPONSE:** Mr. Reeder states that to his best knowledge and belief:
>
> Developer has never defaulted on a real estate obligation.
> Developer has never been involved in any legal suit or action.

Developer has never declared bankruptcy.
Developer has had no judgments recorded against it.

Again, Mr. Reeder is not an affiliate of the Project.

If you need further information, please feel free to contact us.

Springsted Incorporated
9229 Ward Parkway, Suite 104
Kansas City, MO 64114-3311
Tel: 816-333-7200
Fax: 816-333-6899
www.springsted.com

MEMORANDUM

TO:	Rick DeLuca, Director of Community Development, City of Harrisonville
FROM:	Tom Kaleko, Springsted Incorporated Matt Stark, Springsted Incorporated
DATE:	August 23, 2016
SUBJECT:	Fiscal Impact Analysis of Senior Living Village

Springsted was retained by the City of Harrisonville to examine the proposed Senior Living Village development project and to estimate the relative costs and benefits related to the project. This memo provides a summary of our efforts and the findings derived from our analysis.

Introduction

The applicant has proposed to construct a residential community for seniors, which will house approximately 312 people upon completion. The project is expected to be built in phases, with construction continuing through 2022. Total project costs are estimated at approximately $41 million.

To make this development feasible, the developer is seeking assistance for the project in the form of property tax abatement for 100% of property value for ten years, and 50% of property value for an additional fifteen years.

Assumptions

Our analysis and projections depend on a number of assumptions about the proposed development. Assumptions about the proposed development include the following:

- Construction will occur between 2016 and 2022.
- Operations from the first phase of development will begin in 2018, with additional operations coming online annually through 2024.
- Costs for developing the property will be approximately $41 million, including land acquisition.
- Approximately $1.0 million of total costs represents tangible personal property with a depreciation cycle of 7 years. Another $1.3 million represents assets with a 15-year life cycle.
- The redevelopment will add approximately $5.0 million in assessed value to the property by 2022.
- Property values are projected to appreciate by 2% every other year.
- The project is expected to add 98 new full-time and part-time jobs between 2018 and 2024, with an average annual wage of $28,730 in 2018. Direct payroll is expected to exceed $3.2 million by 2024.
- Based on regional economic multipliers for residential care facilities, indirect economic effects will generate an additional 26 FTEs and additional payroll of $1.1 million by 2024.
- We estimate that the new jobs (direct and indirect) will bring 31 new residents to the City (including family members of new workers).
- Upon completion, the project will house 312 seniors.
- Median household income of Harrisonville residents 65 years of age or older is estimated at approximately $32,500 by the U.S. Census Bureau. Assuming that residents of the Senior Living Village have a similar level of income, these residents will add another $11.4 million in local earnings to the payroll figures above.
- 30% of gross salaries will be spent on taxable goods and services.
- We estimate that 70% of consumer spending will be taxable by the City of Harrisonville, 80% by Cass County and 90% by the State of Missouri.

Incentives

The applicant is seeking assistance in the form of property tax abatement for 100% of the project's assessed value for ten years, followed by 50% abatement for an additional fifteen years. Our analysis assumes that abatement will begin on each phase of development as it is completed, such that each phase will receive the full 25-year term of abatement. For instance, the project phase completed in 2020 would see 100% abatement from 2021 through 2030, and 50% abatement from 2031 through 2045.

Per-capita Costs and Revenues

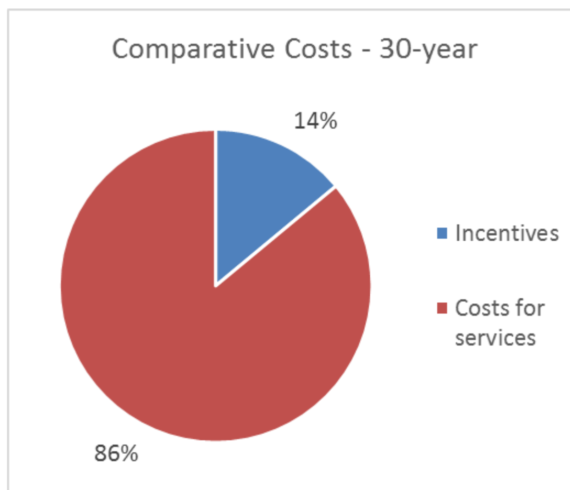
We have reviewed the City's most recent available financial statements and used this information to generate per-capita and per-worker costs and revenues. On the revenue side, we have excluded property and sales taxes in the overall calculation, because these sources are calculated separately based on specific project data. Including them in the per-capita calculations would result in double-counting of these revenues. Other revenue line items (permits, fines, charges for services, etc.) were allocated between residential and commercial sources, from which we derived revenues per capita and per commercial employee.

On the expenditures side, we looked at each financial statement line item for operating expenses and allocated each expense between residential and commercial uses. Similarly, we allocated the City's net capital investment between the two categories. From these, we calculated total costs per capita and per worker.

We multiply the total average calculations by a factor of 30%, to arrive at marginal costs and revenues. This adjustment recognizes that the new development and inflow of new workers and residents may increase demand for municipal services, but is unlikely to require major investments in municipal infrastructure, administrative functions, and similar fixed costs. In essence, our marginal tax calculation acknowledges that the property may demand services from police and fire personnel, building inspectors, and the like, but will not drive enough new demand to warrant the construction of new buildings, nor require significant expansions of the City's back-office functions such as Administration, HR, IT, or Finance.

Findings

Our projections indicate that the City should see modest positive economic impacts annually during the incentive period. Our projections indicate that over the course of 30 years[1], total benefits accruing to the City come to approximately $7.1 million. Over the same time period, the City is projected to pay out approximately $700,000 in incentives, and to incur an additional $3.9 million in costs for services. The net economic benefit to the City, after costs are deducted, comes to $2.5 million over the 30-year period.

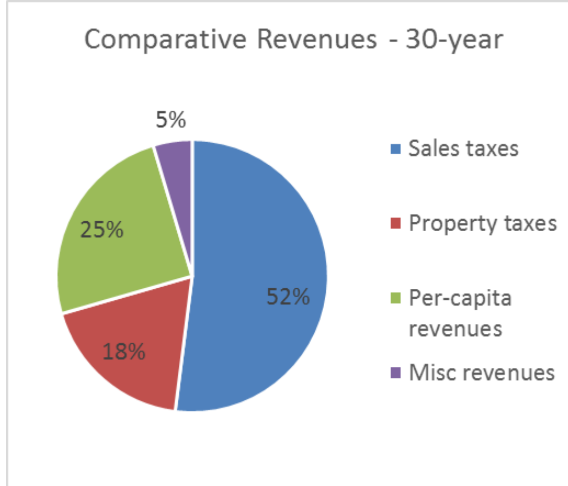


In present value terms, if we use a 4% discount rate for the City, the net economic impact over 30 years is approximately $1.2 million. This discount rate is based on the City's estimated cost of money, which is generally linked to the interest rate it would pay for long-term debt issuance.

Focusing on the near- to medium-term, the net economic benefit to the City over the first ten years of the project is estimated at approximately $450,000, or $350,000 in present value terms.

[1] The total period measured is 31 years, though impacts are limited to construction activities in 2016, and operational impacts are phased in from 2017 through 2024.

Looking at the specific revenue streams, we see that general sales taxes provide 52% of the City's benefit. Property taxes would provide approximately 18% of overall revenues; this does not take into account the abated property value. Calculated per-capita revenues make up 25% of total revenues, and miscellaneous revenues (primarily taxes on utilities) provide just 5% of the overall revenue picture.



A more detailed look at the cost-benefit projections is attached to the end of this memo. It shows the contributions of each revenue and cost component on an annual basis.

Sensitivity Analysis

If the assumptions outlined earlier in this report are changed, these changes will have an effect on our net impact projections. In this section, we will examine a number of assumptions and attempt to quantify the results of changes to these assumptions.

The first variable we look at is the marginal cost estimate used when calculating per-capita impacts from costs for services and miscellaneous revenues. Our baseline assumption used a 30% marginal cost factor across the board. This means that we assume that the addition of each new resident or worker has 30% of the impact of the City's average cost per resident or per worker. For instance, if we calculated that the City's total cost of municipal services came to $100 per resident, we would assume that each new resident would add another $30 to the City's costs, and not the full $100. This is meant to acknowledge the idea that the new residents and workers will increase the demand for municipal services, but not to such a degree that the City would need to invest in new facilities and infrastructure, nor to increase staffing in back-office functions that support the City's front-line operations.

For the purposes of this sensitivity analysis, we assume that the development will have a marginally smaller impact on costs for providing parks and recreation and airport services; for these budget items, we use a 10% marginal cost factor. For emergency services, we assume that the new population will have more of an impact, so we increase the marginal cost factor for this budget area to 70%. To reflect an expected increase in payments for ambulance services, we increase the marginal cost factor for the *Charges for Services* revenue line item to 40%. Looking at the 30-year planning period, these changes increase per-capita revenues by 26%, which increases total revenues by 6%. Per-capita expenditures increase by 24%, which increases total expenditures by 20%. Taken together, these changes reduce the net benefit to the city by 20%.

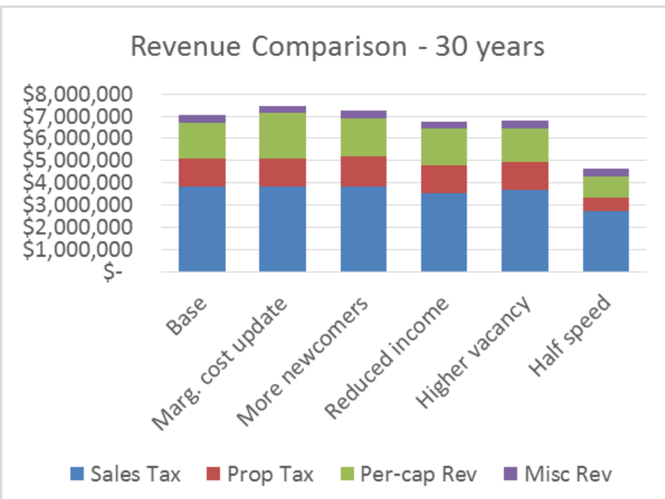
We next look at increasing the number of families moving into the community to fill the direct and indirect jobs created by the development. The baseline projections show 31 new residents, not including the residents of the village itself. This figure assumes that 22 workers move into the community, bringing an additional 9 family members. If we increase this figure to 39 workers and 17 family members, this has an impact on per-capita calculations as well as taxable sales in the community. The construction of 8 additional new homes would also increase the property tax base in the community. These changes would increase net revenues by 2% and net costs by 4%. The net impact would be reduced by 1% over 30 years.

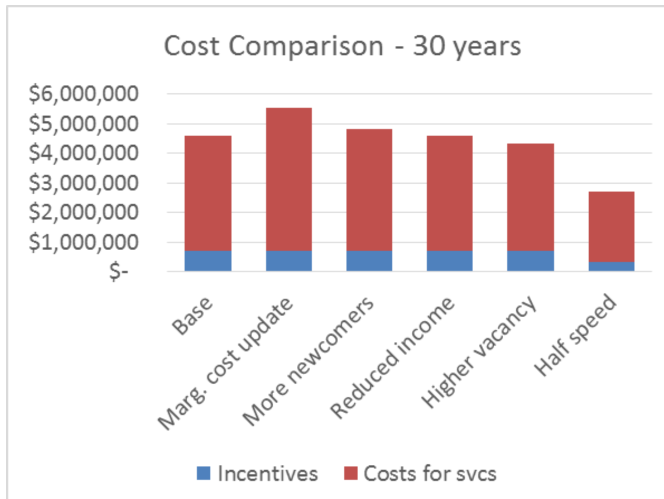
Our next variable is the discretionary spending by the new Village residents. Our baseline projections assume that residents will have the median income for seniors, which is approximately $32,500. If we reduce this by 20%, it reduces the projected sales tax revenues by 7%, which in turn reduces net revenues by 4%. Costs remain unchanged, resulting in the net impact to the City being reduced by 12%.

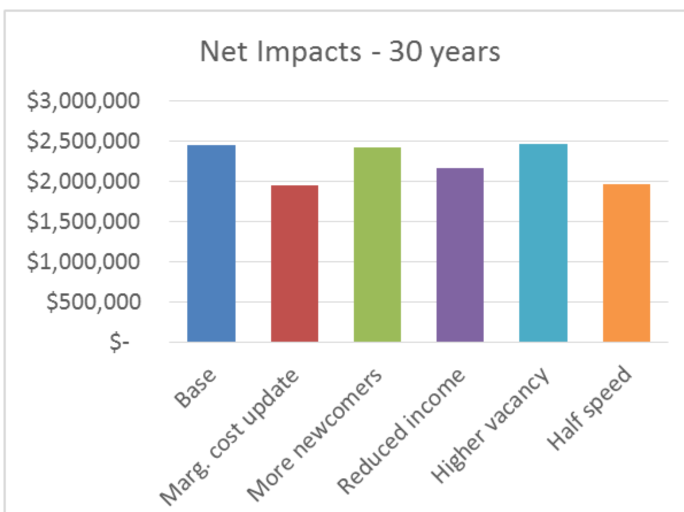
Looking at vacancy rates in the village, we project the impacts of an increase in vacancies from a baseline of 10-12% (exact figure depends on development phase) to a rate of 20%. This reduces sales tax revenues by 4%, and per-capita revenues by 8%, resulting in a 4% reduction in total revenues. Costs for services would drop by 7%, for a 6% drop in overall costs. Taken together, these impacts effectively cancel out, leaving the net impact to the City virtually unchanged.

Finally, we examine the impacts if the scope of the development is reduced. If we assume that development happens at half the rate of the baseline, then Phase 2 would be delayed by a year, and Phase 3 would be delayed by two years. Phases 4 through 6 would not be built. New employees and residents would be reduced proportionally. This scenario results in reductions in property tax revenues of 52%, sales tax revenues of 29%, and per-capita revenues of 40% for a reduction of 34% in total revenues. Developer incentives would be reduced by 52%, and costs of services by 40%, resulting in total costs being reduced by 42%. Net benefits to the City would drop by 20% in this scenario.

A comparison of the revenue, expenditure, and net impacts for each of these scenarios is illustrated in the charts below.







If you have any questions about our assumptions or our analysis, please do not hesitate to contact us. We hope this report provides the City with information of relevance to its decision making and we hope we may be of service again in the future.

Cost-Benefit Analysis

City Benefits

Sales Taxes	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Construction	$ 1,338	$ 11,484	$ 7,731	$ 8,001	$ 8,281	$ 8,571	$ 8,871	$ -	$ -	$ -	$ -
New sales by firm	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New purchases by firm	$ -	$ 2,951	$ 20,649	$ 17,169	$ 22,853	$ 28,864	$ 36,433	$ 46,960	$ 45,205	$ 50,971	$ 49,881
Employee/family retail		$ -	$ 10,052	$ 17,580	$ 25,569	$ 34,047	$ 42,895	$ 52,126	$ 61,899	$ 63,307	$ 64,747
Total Sales Taxes:	$ 1,338	$ 14,435	$ 38,431	$ 42,751	$ 56,704	$ 71,481	$ 88,199	$ 99,086	$ 107,104	$ 114,278	$ 114,628
Property Taxes											
Project buildings		$ -	$ 3,566	$ 9,253	$ 15,368	$ 21,515	$ 28,351	$ 34,989	$ 35,319	$ 35,689	$ 36,025
Project equipment		$ -	$ 343	$ 1,892	$ 2,220	$ 2,517	$ 2,785	$ 3,017	$ 3,214	$ 2,802	$ 2,966
M&M/Replacement taxes		$ -	$ 280	$ 726	$ 1,206	$ 1,689	$ 2,226	$ 2,747	$ 2,773	$ 2,802	$ 2,828
New residences		$ -	$ 52	$ 161	$ 331	$ 568	$ 877	$ 1,204	$ 1,551	$ 1,853	$ 2,106
Total Property Taxes:		$ -	$ 4,240	$ 12,032	$ 19,125	$ 26,289	$ 34,239	$ 41,957	$ 42,857	$ 43,145	$ 43,925
Other Revenues											
Miscellaneous direct payments:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Surplus City PILOTs:	$ -	$ -	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301
Utility taxes:	$ -	$ -	$ 1,394	$ 2,547	$ 3,768	$ 5,060	$ 6,427	$ 7,870	$ 9,395	$ 9,677	$ 9,967
Revenue from new workers:		$ -	$ 1,836	$ 3,125	$ 4,489	$ 5,933	$ 7,459	$ 9,071	$ 10,773	$ 11,096	$ 11,429
Revenue from new residents:		$ -	$ 5,204	$ 9,447	$ 13,939	$ 18,787	$ 23,912	$ 29,328	$ 35,150	$ 36,205	$ 37,291
Total Other Revenues:	$ -	$ -	$ 8,735	$ 15,419	$ 22,497	$ 30,080	$ 38,098	$ 46,570	$ 55,618	$ 57,278	$ 58,987
Total City Benefits	**$ 1,338**	**$ 14,435**	**$ 51,406**	**$ 70,202**	**$ 98,326**	**$ 127,851**	**$ 160,535**	**$ 187,613**	**$ 205,579**	**$ 214,701**	**$ 217,540**

Cost-Benefit Analysis

City Benefits

Sales Taxes	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New sales by firm	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New purchases by firm	$ 52,105	$ 55,883	$ 53,704	$ 55,335	$ 53,672	$ 65,000	$ 73,712	$ 65,042	$ 67,030	$ 69,079	$ 73,089
Employee/family retail	$ 66,222	$ 67,731	$ 69,277	$ 70,859	$ 72,478	$ 74,136	$ 75,833	$ 77,570	$ 79,350	$ 81,171	$ 83,036
Total Sales Taxes:	$ 118,327	$ 123,614	$ 122,981	$ 126,194	$ 126,150	$ 139,136	$ 149,545	$ 142,612	$ 146,379	$ 150,250	$ 156,125
Property Taxes											
Project buildings	$ 36,402	$ 36,746	$ 37,130	$ 37,481	$ 37,873	$ 38,230	$ 38,630	$ 38,995	$ 39,403	$ 39,775	$ 40,191
Project equipment	$ 2,774	$ 2,615	$ 2,539	$ 2,485	$ 2,444	$ 2,158	$ 2,900	$ 4,151	$ 4,332	$ 4,514	$ 4,687
M&M/Replacement taxes	$ 2,858	$ 2,885	$ 2,915	$ 2,942	$ 2,973	$ 3,001	$ 3,033	$ 3,061	$ 3,093	$ 3,123	$ 3,155
New residences	$ 2,304	$ 2,443	$ 2,517	$ 2,592	$ 2,670	$ 2,750	$ 2,832	$ 2,917	$ 3,005	$ 3,095	$ 3,188
Total Property Taxes:	$ 44,338	$ 44,689	$ 45,101	$ 45,501	$ 45,960	$ 46,140	$ 47,395	$ 49,125	$ 49,833	$ 50,507	$ 51,222
Other Revenues											
Miscellaneous direct payments:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Surplus City PILOTs:	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301
Utility taxes:	$ 10,266	$ 10,574	$ 10,891	$ 11,218	$ 11,554	$ 11,901	$ 12,258	$ 12,626	$ 13,005	$ 13,395	$ 13,797
Revenue from new workers:	$ 11,772	$ 12,125	$ 12,489	$ 12,863	$ 13,249	$ 13,647	$ 14,056	$ 14,478	$ 14,912	$ 15,360	$ 15,820
Revenue from new residents:	$ 38,409	$ 39,562	$ 40,749	$ 41,971	$ 43,230	$ 44,527	$ 45,863	$ 47,239	$ 48,656	$ 50,116	$ 51,619
Total Other Revenues:	$ 60,748	$ 62,561	$ 64,429	$ 66,353	$ 68,335	$ 70,376	$ 72,478	$ 74,643	$ 76,873	$ 79,171	$ 81,537
Total City Benefits	**$ 223,413**	**$ 230,864**	**$ 232,511**	**$ 238,047**	**$ 240,444**	**$ 255,652**	**$ 269,418**	**$ 266,380**	**$ 273,086**	**$ 279,927**	**$ 288,883**

Cost-Benefit Analysis

City Benefits

Sales Taxes	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**Total**
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 54,278
New sales by firm	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New purchases by firm	$ 78,400	$ 77,088	$ 75,438	$ 77,734	$ 81,200	$ 87,086	$ 83,693	$ 82,766	$ 93,448	$ 1,742,438
Employee/family retail	$ 84,945	$ 86,900	$ 88,902	$ 90,951	$ 93,050	$ 95,200	$ 97,400	$ 99,654	$ 101,962	$ 2,028,849
Total Sales Taxes:	$ 163,345	$ 163,988	$ 164,340	$ 168,686	$ 174,250	$ 182,286	$ 181,093	$ 182,420	$ 195,410	$ 3,825,565
Property Taxes										
Project buildings	$ 40,570	$ 40,995	$ 41,382	$ 41,815	$ 42,210	$ 42,651	$ 43,054	$ 43,504	$ 43,915	$ 1,021,027
Project equipment	$ 4,841	$ 4,658	$ 4,878	$ 4,565	$ 4,282	$ 4,053	$ 3,938	$ 3,842	$ 3,377	$ 95,788
M&M/Replacement taxes	$ 3,185	$ 3,218	$ 3,249	$ 3,283	$ 3,314	$ 3,348	$ 3,380	$ 3,415	$ 3,448	$ 80,156
New residences	$ 3,284	$ 3,382	$ 3,484	$ 3,588	$ 3,696	$ 3,807	$ 3,921	$ 4,038	$ 4,160	$ 72,374
Total Property Taxes:	$ 51,880	$ 52,253	$ 52,992	$ 53,250	$ 53,501	$ 53,859	$ 54,292	$ 54,800	$ 54,899	$ 1,269,345
Other Revenues										
Miscellaneous direct payments:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Surplus City PILOTs:	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 301	$ 8,717
Utility taxes:	$ 14,210	$ 14,637	$ 15,076	$ 15,528	$ 15,994	$ 16,474	$ 16,968	$ 17,477	$ 18,001	$ 331,952
Revenue from new workers:	$ 16,295	$ 16,784	$ 17,287	$ 17,806	$ 18,340	$ 18,890	$ 19,457	$ 20,041	$ 20,642	$ 381,527
Revenue from new residents:	$ 53,168	$ 54,763	$ 56,406	$ 58,098	$ 59,841	$ 61,636	$ 63,485	$ 65,390	$ 67,351	$ 1,241,340
Total Other Revenues:	$ 83,974	$ 86,484	$ 89,069	$ 91,733	$ 94,475	$ 97,301	$ 100,211	$ 103,208	$ 106,295	$ 1,963,536
Total City Benefits	**$ 299,199**	**$ 302,725**	**$ 306,401**	**$ 313,669**	**$ 322,227**	**$ 333,446**	**$ 335,596**	**$ 340,428**	**$ 356,604**	**$ 7,058,447**

Cost-Benefit Analysis

City Costs

Costs for Services	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Miscellaneous direct costs:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City costs from new workers:		$ -	$ 5,019	$ 8,541	$ 12,269	$ 16,214	$ 20,384	$ 24,790	$ 29,442	$ 30,326	$ 31,235
City costs from new residents:		$ -	$ 11,952	$ 21,695	$ 32,012	$ 43,144	$ 54,914	$ 67,353	$ 80,723	$ 83,144	$ 85,639
Total Costs for Services:	$ -	$ -	$ 16,970	$ 30,236	$ 44,281	$ 59,358	$ 75,299	$ 92,143	$ 110,165	$ 113,470	$ 116,874
Development Incentives											
Property tax exemption:	$ -	$ -	$ 3,566	$ 9,253	$ 15,368	$ 21,515	$ 28,351	$ 34,989	$ 35,319	$ 35,689	$ 36,025
M&M taxes exempted:		$ -	$ 280	$ 726	$ 1,206	$ 1,689	$ 2,226	$ 2,747	$ 2,773	$ 2,802	$ 2,828
Sales tax exemption:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Incentives:	$ -	$ -	$ 3,846	$ 9,980	$ 16,574	$ 23,205	$ 30,576	$ 37,736	$ 38,092	$ 38,490	$ 38,854
Total City Costs	**$ -**	**$ -**	**$ 20,816**	**$ 40,215**	**$ 60,856**	**$ 82,562**	**$ 105,875**	**$ 129,878**	**$ 148,257**	**$ 151,960**	**$ 155,728**

Net Costs and Benefits to City

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Total City Benefits:	$ 1,338	$ 14,435	$ 51,406	$ 70,202	$ 98,326	$ 127,851	$ 160,535	$ 187,613	$ 205,579	$ 214,701	$ 217,540
Total City Costs:	$ -	$ -	$ 20,816	$ 40,215	$ 60,856	$ 82,562	$ 105,875	$ 129,878	$ 148,257	$ 151,960	$ 155,728
Net Benefits/(Costs):	$ 1,338	$ 14,435	$ 30,590	$ 29,987	$ 37,470	$ 45,288	$ 54,660	$ 57,735	$ 57,322	$ 62,740	$ 61,813
Present Value of Net Benefits:	**$ 1,338**	**$ 13,879**	**$ 28,282**	**$ 26,658**	**$ 32,029**	**$ 37,223**	**$ 43,198**	**$ 43,873**	**$ 41,884**	**$ 44,080**	**$ 41,758**
Cumulative PV of Net Benefits:	$ 1,338	$ 15,217	$ 43,499	$ 70,157	$ 102,186	$ 139,409	$ 182,607	$ 226,480	$ 268,364	$ 312,444	$ 354,202
Total Abatements & Incentives:	$ -	$ -	$ 3,846	$ 9,980	$ 16,574	$ 23,205	$ 30,576	$ 37,736	$ 38,092	$ 38,490	$ 38,854
PV of Abatements & Incentives:	**$ -**	**$ -**	**$ 3,555**	**$ 8,871**	**$ 14,167**	**$ 19,072**	**$ 24,164**	**$ 28,675**	**$ 27,833**	**$ 27,042**	**$ 26,248**

Cost-Benefit Analysis

City Costs

Costs for Services	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Miscellaneous direct costs:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City costs from new workers:	$ 32,172	$ 33,138	$ 34,132	$ 35,156	$ 36,210	$ 37,297	$ 38,415	$ 39,568	$ 40,755	$ 41,978	$ 43,237
City costs from new residents:	$ 88,208	$ 90,854	$ 93,580	$ 96,387	$ 99,279	$ 102,257	$ 105,325	$ 108,485	$ 111,739	$ 115,091	$ 118,544
Total Costs for Services:	$ 120,380	$ 123,992	$ 127,711	$ 131,543	$ 135,489	$ 139,554	$ 143,740	$ 148,052	$ 152,494	$ 157,069	$ 161,781
Development Incentives											
Property tax exemption:	$ 36,402	$ 34,778	$ 32,022	$ 28,997	$ 25,996	$ 22,580	$ 19,315	$ 19,498	$ 19,701	$ 19,887	$ 20,096
M&M taxes exempted:	$ 2,858	$ 2,730	$ 2,514	$ 2,276	$ 2,041	$ 1,773	$ 1,516	$ 1,531	$ 1,547	$ 1,561	$ 1,578
Sales tax exemption:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Incentives:	$ 39,260	$ 37,508	$ 34,536	$ 31,274	$ 28,036	$ 24,352	$ 20,832	$ 21,028	$ 21,248	$ 21,449	$ 21,673
Total City Costs	**$ 159,640**	**$ 161,499**	**$ 162,247**	**$ 162,816**	**$ 163,525**	**$ 163,906**	**$ 164,572**	**$ 169,081**	**$ 173,742**	**$ 178,518**	**$ 183,454**

Net Costs and Benefits to City

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Total City Benefits:	$ 223,413	$ 230,864	$ 232,511	$ 238,047	$ 240,444	$ 255,652	$ 269,418	$ 266,380	$ 273,086	$ 279,927	$ 288,883
Total City Costs:	$ 159,640	$ 161,499	$ 162,247	$ 162,816	$ 163,525	$ 163,906	$ 164,572	$ 169,081	$ 173,742	$ 178,518	$ 183,454
Net Benefits/(Costs):	$ 63,773	$ 69,365	$ 70,263	$ 75,231	$ 76,919	$ 91,746	$ 104,846	$ 97,300	$ 99,344	$ 101,409	$ 105,429
Present Value of Net Benefits:	**$ 41,425**	**$ 43,325**	**$ 42,198**	**$ 43,443**	**$ 42,710**	**$ 48,983**	**$ 53,825**	**$ 48,029**	**$ 47,152**	**$ 46,281**	**$ 46,265**
Cumulative PV of Net Benefits:	$ 395,627	$ 438,952	$ 481,150	$ 524,593	$ 567,303	$ 616,286	$ 670,111	$ 718,140	$ 765,292	$ 811,573	$ 857,838
Total Abatements & Incentives:	$ 39,260	$ 37,508	$ 34,536	$ 31,274	$ 28,036	$ 24,352	$ 20,832	$ 21,028	$ 21,248	$ 21,449	$ 21,673
PV of Abatements & Incentives:	**$ 25,502**	**$ 23,427**	**$ 20,741**	**$ 18,059**	**$ 15,567**	**$ 13,001**	**$ 10,694**	**$ 10,380**	**$ 10,085**	**$ 9,788**	**$ 9,510**

Cost-Benefit Analysis

City Costs

Costs for Services	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Miscellaneous direct costs:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City costs from new workers:	$ 44,534	$ 45,870	$ 47,246	$ 48,664	$ 50,124	$ 51,627	$ 53,176	$ 54,771	$ 56,414	$ 1,042,704
City costs from new residents:	$ 122,100	$ 125,763	$ 129,536	$ 133,422	$ 137,425	$ 141,548	$ 145,794	$ 150,168	$ 154,673	$ 2,850,753
Total Costs for Services:	$ 166,634	$ 171,633	$ 176,782	$ 182,086	$ 187,548	$ 193,175	$ 198,970	$ 204,939	$ 211,087	$ 3,893,457
Development Incentives										
Property tax exemption:	$ 20,285	$ 20,497	$ 20,691	$ 20,907	$ 21,105	$ 19,064	$ 15,614	$ 11,935	$ 8,191	$ 657,637
M&M taxes exempted:	$ 1,593	$ 1,609	$ 1,624	$ 1,641	$ 1,657	$ 1,497	$ 1,226	$ 937	$ 643	$ 51,628
Sales tax exemption:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Incentives:	$ 21,878	$ 22,107	$ 22,315	$ 22,549	$ 22,762	$ 20,561	$ 16,840	$ 12,872	$ 8,834	$ 709,265
Total City Costs	**$ 188,512**	**$ 193,740**	**$ 199,098**	**$ 204,635**	**$ 210,310**	**$ 213,736**	**$ 215,810**	**$ 217,811**	**$ 219,922**	**$ 4,602,722**

Net Costs and Benefits to City

	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Total City Benefits:	$ 299,199	$ 302,725	$ 306,401	$ 313,669	$ 322,227	$ 333,446	$ 335,596	$ 340,428	$ 356,604	$ 7,058,447
Total City Costs:	$ 188,512	$ 193,740	$ 199,098	$ 204,635	$ 210,310	$ 213,736	$ 215,810	$ 217,811	$ 219,922	$ 4,602,722
Net Benefits/(Costs):	$ 110,686	$ 108,985	$ 107,304	$ 109,034	$ 111,917	$ 119,710	$ 119,786	$ 122,617	$ 136,682	$ 2,455,725
Present Value of Net Benefits:	**$ 46,704**	**$ 44,218**	**$ 41,861**	**$ 40,900**	**$ 40,367**	**$ 41,517**	**$ 39,945**	**$ 39,317**	**$ 42,141**	**$ 1,234,808**
Cumulative PV of Net Benefits:	$ 904,542	$ 948,760	$ 990,621	$ 1,031,521	$ 1,071,888	$ 1,113,405	$ 1,153,350	$ 1,192,667	$ 1,234,808	
Total Abatements & Incentives:	$ 21,878	$ 22,107	$ 22,315	$ 22,549	$ 22,762	$ 20,561	$ 16,840	$ 12,872	$ 8,834	$ 709,265
PV of Abatements & Incentives:	**$ 9,231**	**$ 8,969**	**$ 8,705**	**$ 8,458**	**$ 8,209**	**$ 7,130**	**$ 5,615**	**$ 4,127**	**$ 2,723**	**$ 409,548**

Attachment: Sr Village Impacts 2016-08-23 (2463 : Senior Living Chapter 353)

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Sheryl Stanley, Deputy City Clerk**

DATE: **March 15, 2017**

SUBJECT: **City Administrator's Report**

Type of Item: *Report*

The most recent Departmental Review is attached.

A. Action Item (ID # 2470)

City Administrator's Report

Attachments:

March 16 2017 (PDF)

City of Harrisonville est. 1836

Departmental Review

Wednesday, March 16, 2017

News & Notes

Staffing – We are still receiving applications for the Front Counter/Community Development position and will continue to do so through March 24. An ad for an Accounting Clerk will be posted soon. Interviews for the Fire Chief/EMS Director were held March 15. We are continuing to review the applications for City Clerk, Accounting Specialist, and Codes Enforcement Officer and those interviews should begin in the next 10-14 days.

Annual Audit Continues -- Auditors from Dana F. Cole & Co. are still working on our annual review. We expect to have news regarding the state audit soon but have heard nothing further on the IRS audit.

New Overhead Lines at Lake Harrisonville – The overhead lines at the lake have been completed and we are now looking at the best method for switching transmission from the underground lines to the overhead.

Evidence Returned; Charges Will Go Forward – The review of evidence from the November homicide has been completed and returned to us, so charges can be filed against the suspect who has been in custody since the incident.

Hail Damage – A number of police vehicles received hail damage in the recent storms. The city's insurance company has reviewed the situation and will be in further communication with Chief Hofer.

Community Center Parking Lot – Patching will begin soon on this parking lot. The street department will be working with parks personnel to effect the repairs.

Power Back Up Needed – IT is working to find a suitable power back up source for the dish array on the roof of the Community Center. This array provides Internet service to the police department among other city sites, and if there should be a lengthy power interruption during a storm, the department could lose its connectivity with valuable online sites and resources.

Future Meetings / Executive Sessions / Work Sessions

Monday, Mar. 20, 7 p.m. -- Board of Aldermen
- Rescind Resolution 07-17 (Ambulance Purchase) and replace with a resolution with corrected price
- Airport Hangar Lease
- Ordinance: MoPEP Power Purchase Authority
- Tow agreement – Tentative
- Discussion re: Harrisonville Senior Living and decision re: further consideration of 353 tax abatement
- Mower purchase – Tentative
- Hospital TDD – Tentative

Monday, April 3, 7 p.m. – Board of Aldermen
- Service Award – Sean Murray, Police, 15 years
- Special Event Permit – Stacy Cox Memorial Fun Run, May 20

Tuesday, April 4, 6 p.m. – Public Works Committee
- Single phase demand meters

Monday, April 17, 7 p.m. – Board of Aldermen
- Service Award: Mike Davis, Police, 10 years
- Certify April 4 Election Results

Monday, May 1, 7 p.m. – Board of Aldermen

Monday, May 2, 7 p.m. – Public Works Committee

Monday, May 15, 7 p.m. – Board of Aldermen

Monday, June 5, 7 p.m. – Board of Aldermen

Special Events

- ➢ Municipal Election Day, Tuesday, April 4.
- ➢ Brush Drop Off -- The Spring Brush Drop Off will be Friday and Saturday, April 7 & 8.
- ➢ Citywide Clean Up – This year's event is tentatively scheduled for May 12 and 13.
- ➢ HHW – The Household Hazardous Waste Drop Off will be Saturday, June 3 in Pleasant Hill. (We alternate hosting this event with our neighbors in Pleasant Hill; next year, it will be back here in Harrisonville.)