



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 15, 2017
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. EMS Week, May 21 - 27, 2017**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - May 1, 2017 7:00 PM**
 - B. Executive Committee Minutes May 1, 2017**
- 6. Agenda Items**
 - A. Special Event Permit: HMS Physical Education Dept.-5K Walk/Run Event**
 - B. Special Event Permit: Memorial Day Ceremony**
 - C. Special Event Permit: Junk in the Trunk - 2017**
 - D. Special Event Permit: Farmer's Market 2017**
 - E. Appointments to Historic Preservation Commission: Nancy Linthicum; Dr. Ed Long; David Atkinson**
 - F. Appointments to Park Board: Don Allen; Dr. Martin Parks**
 - G. Kiwanis Dues Approval**

- H. Council Bill 030: A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, Authorizing the City Administrator to Sign the Attached Tow Policy Agreement with Johnson's Tow and Such Other Tow Companies as are Willing to meet the Requirements of the Agreement.**
 - I. Council Bill 031: 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 Water & Sewer Distribution Department with Max Ford, Harrisonville, in an Amount not to exceed \$31,689.28**
 - J. Council Bill 032: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.820, BY AMENDING THE CURRENT TAP ON FEE FOR MUNICIPAL RESIDENTIAL ELECTRIC SERVICE.**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
 - A. City Admin Report 5/15**
- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 11th day of May 2017

Randall K. Jones, City Clerk

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

PROCLAMATION

National EMS Week

May 21 – 27, 2017

Whereas, Emergency Medical Services Week will be celebrated throughout our nation, May 21-27, and

Whereas, emergency medical technicians and paramedics provide critical services through first response, treatment, transport, prevention and intervention, and

Whereas, the quality care provided may affect a patient's journey throughout their course of treatment and

Whereas, these professionals may risk personal danger when entering unstable environments to deliver urgent and essential care, often under immense pressure and with little thanks, and

Whereas. the Harrisonville Emergency Services Department employs professional firefighters who are also certified emergency medical technicians or paramedics,

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville, I, Mayor Brian Hasek, call upon all citizens of Harrisonville and upon all patriotic, civil and educational organizations to observe the week of May 21 through 27, 2017, as EMS Week and to honor these first responders whose bravery and selfless dedication has enhanced the quality of life we all enjoy.

Brian Hasek, Mayor



**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 1, 2017
7:00 PM**

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

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
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 in attendance: City Attorney John Fairfield; City Administrator Happy Welch; Finance Director Marcella McCoy; EMS Director Eric Myler; Deputy City Clerk Sheryl Stanley; Public Works Director Eric Patterson; Parks & Recreation Director Chris Deal; City Clerk Randall Jones Recording. Meeting called to order by Mayor Hasek at 7:00 p.m.

- 3. Ceremonial Matters**
 - A. A Proclamation Designating May 14-20, 2017 as National Police Week in Harrisonville**

Mayor Hasek read proclamation declaring the week of May 14 - 20, 2017 as National Police Week.

- 4. Public Participation**

Mayor Hasek asked that we have a moment of silence to remember the recent passing of Jack Cotton, Harrisonville resident.

Barb Dawson, 200 Pheasant G1, spoke on the freedoms we have as Americans.

Pat Thomas, Cleveland, Missouri spoke on his newspaper the Harrisonville Star and urged everyone to send information and/or articles for publication.

Virgil Butler, 606 King Terrace, presented Mayor and Aldermen information from the 2015 Census and urged that the State Audit presentation meeting be published.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Apr 17, 2017 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Judy Bowman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

B. Executive Committee Minutes, Apr. 17, 2017

Prior to vote, Alderman Reece asked for clarification on procedure. Alderman Turner made motion to approve April 17, 2017 Executive Committee minutes Alderman Dickerson second. Motion carried with a voice vote.

6. Agenda Items

A. Approval of Construction: Marketplace Storage

Mike and Dan Christie with West Star Development requested approval for construction of MarketPlace Storage. Mayor Hasek recommended to have Community Development Committee review and present findings back to Board. Alderman Bowman asked about possibility of work session. Motion made by Alderman Dickerson to refer MarketPlace Storage to Community Development Committee for review on May 16, 2017 with a second by Alderman Long. Motion carried with a voice vote.

B. Kim Pearson, Dana F. Cole, Annual Audit Report

Kim Pearson presented annual audit report. Final copy will be available soon.

C. AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

Prior to passage, Mayor Hasek asked questions regarding two line items and also gave clarification on final bill cost from State Auditor's Office. Upon passage, the Mayor designated Council Bill #27 to be Ordinance #3404.

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

D. A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri Rescinding the Permit Fee for Re-roofing Work within the City.

City Administrator Welch gave explanation on need to rescind permit fee. It was noted that resolution should read Community Development Committee instead of Public Works Committee. Alderman Dickerson made motion to amend resolution to read Community Development Committee, not Public Works Committee with a second by Alderman Turner. Motion carried with a voice vote. Having been amended, Alderman Milner made motion for passage of Council Bill #28 with second by Alderman Dickerson. Motion carried with a voice vote. Upon passage, Mayor Hasek designated Council Bill #28 as Resolution #15.

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

E. A Resolution of the Harrisonville Board of Aldermen Authorizing the City Administrator to Execute a Purchase Agreement for AmbuPro Software to be Used by the Emergency Services Department at a Cost Not to Exceed \$3,851.

City Administrator Welch gave explanation for need of upgrade. Upon passage, Mayor Hasek designated Council Bill #29 to be Resolution #16.

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

F. Summary of IRS Audit

Finance Director Marcella McCoy gave explanation of audit and reason for the penalties. She informed Mayor and Board that department will be working on appealing some of the charges. Ms. McCoy thanked Accounts Payable Specialist Tammy Jonas for stepping in and making needed corrections.

RESULT:	DISCUSSION
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7. Aldermen and Committee Reports

Alderman Bowman extended sympathy in the recent passing of Jack Cotton. She said that the drug take back collected 242.6 pounds of medication at event on April 29th. Reminder of Town Hall meeting on Saturday, May 6th at 9 a.m. at the United Methodist Church.

Alderman Reece thanked all who helped with the Hospital Auxilliary Fundraiser last Saturday.

Alderman Turner reminded about the Citywide Garage Sales this weekend. Also about youth event at Elks Lodge this Sunday from 3 until 6 p.m.

8. Report from the City Administrator**A. City Admin Report**

Administrator Welch pointed out item #3 - question about July 3rd meeting and also item #7 update regarding Harrisonville Senior Center.

B. Departmental Review, April 26, 2017**9. Report from the Mayor**

Mayor Hasek extended welcome to new City Clerk Randy Jones and also extended thanks to Sheryl Stanley for all of her extra work covering this position.

Reminder about Junk in the Trunk scheduled for May 13, 2017.

Clean Up Event scheduled for May 12 and 13, 2017.

Tentative schedule for State Audit presentation on May 24th at 4 p.m.

10. Adjourn to Executive Session -- Legal Communications (RSMo. 610.021 (1) & Audit Product (RSMo. 610.021 (17))

Alderman Dickerson made motion to enter into Executive Session with a second by Alderman Long. Motion carried with a roll call vote with all members voting aye. Adjourned to Executive Session at 7:57 p.m.

11. Adjourn From Regular Session

Reconvened to regular session at 8:53 p.m. Motion to adjourn by Alderman Turner with second by Alderman Dickerson. Motion carried with a voice vote. Meeting adjourned at 8:53 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of May 1, 2017 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: April 28, 2017
SUBJECT: HMS Physical Education Dept.-5K Walk/Run Event

Type of Item: *Approval*

Issue: Harrisonville Middle School Physical Education Dept.-5K Walk/Run Event scheduled for May 22, 2017 from 7:30 am to 10:30 pm.

Background: The applicant, Daniel Jennings, of the Harrisonville Middle School Physical Education Department has requested an event permit to host a 5K walk/run in Harrisonville. This will be the fifth year for this event to occur in Harrisonville with no noted complaints or concerns in the past. The requested event is scheduled as a fundraiser for the Physical Education Department. This year's event will take place mostly on school district property but will utilize some side streets around the school as needed. The applicant has submitted a map of the proposed route. Officer Mikelson, Middle School SRO, and the Middle School staff will provide any needed traffic crossing assistance for the event. There is no cost for the requested City services and the required insurance coverage will be submitted upon approval of this event permit.

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

A. Action Item (ID # 2503)

Special Event Permit: HMS Physical Education Dept.-5K Walk/Run Event

Attachments:

HMS 5K Event Permit 2017 (PDF)

SPECIAL EVENTS APPLICATION

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

B. **CONTENTS:** The application for an event permit shall set forth the following information.

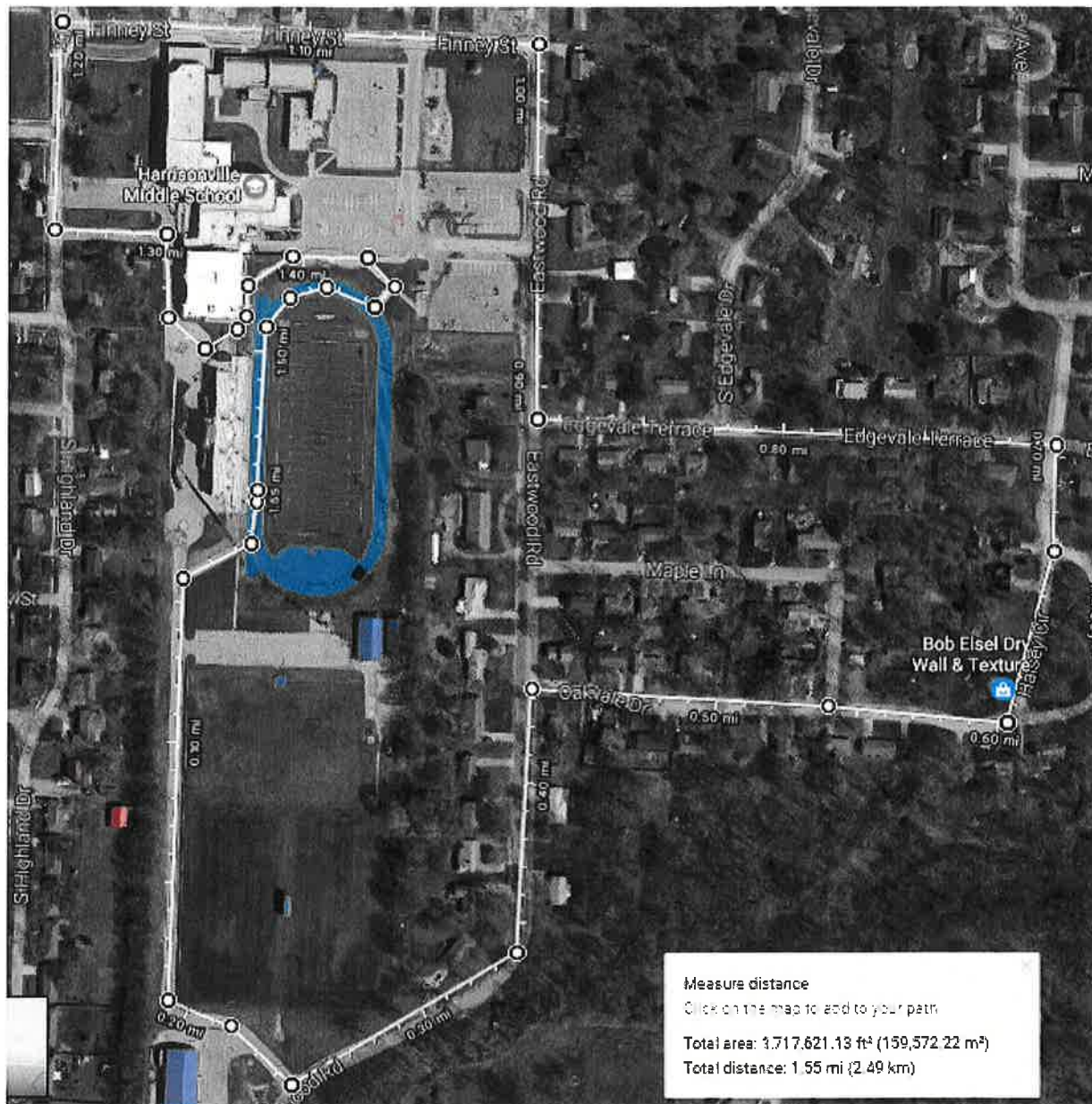
1. Organization: HARRISONVILLE MIDDLE SCHOOL 5K
2. Name of Applicant: DANIEL P. JENNINGS
Address: 601 S. HIGHLAND
Phone: (816) 380-7654 Cell: _____
3. Purpose of Event: FUNDRAISING FOR PHYSICAL EDUCATION ?
BUILDING TECHNOLOGY
4. Proposed date(s) and time(s) of Event: 22 MAY 2017 0730-1030
5. Location(s) where event will be held: MOST OF ROUTE WILL BE ON
HMS CAMPUS / MEMORIAL STADIUM. SOME
SURROUNDING STREETS WILL BE USED. *SEE ATTACHED 1
6. Anticipated crowd size: 150
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: LIMIT TRAFFIC ON ROUTE TO
LOCAL TRAFFIC ONLY. ESPECIALLY ON EASTWOOD RD
BETWEEN E. MECHANIC & E. SOUTH ST.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: HMS 5K Event Permit 2017 (2503 : HMS Physical Education Dept.-5K Walk/Run Event)







STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: April 28, 2017
SUBJECT: Memorial Day Ceremony

Type of Item: *Approval*

Issue: The applicant, Don Peters of the Cass County Historical Society has requested permission to host a Memorial Day Ceremony on the historic Harrisonville square on Monday May 29, 2017 in conjunction with Memorial Day.

Background: This is a new event for the square however several similar events have occurred without problem. The applicant is anticipating a crowd size of approximately 50-100.

The applicant is proposing blocking the four (4) parking spaces off the Southwest corner of the square near the Doughboy statue and the area in front of the steps on the South side of the square. The square will remain open to vehicular traffic. The applicant is seeking a local service organization to purchase the required insurance.

Recommendation: Staff is recommending approval for this event.

B. Action Item (ID # 2504)

Special Event Permit: Memorial Day Ceremony

Attachments:

Memorial Day Event 2017 (PDF)

SPECIAL EVENTS APPLICATION

APR 21 2017

CITY OF HARRISONVILLE

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

1. Organization: Cass County Historical Society
2. Name of Applicant: Don Peter
 Address: 400 E. Mechanic Suite 203
 Phone: 380-4396 Cell: 914-4841
3. Purpose of Event: _____
4. Proposed date(s) and time(s) of Event: May 29 9:30 am
5. Location(s) where event will be held: Inside County Courthouse
and at Doughboy War Memorial
6. Anticipated crowd size: ? 50-100
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: _____

APPROVED this _____ day of _____, 20 _____.

Chief of Police_____
City Clerk

Attachment: Memorial Day Event 2017 (2504 : Memorial Day Ceremony)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 11, 2017
SUBJECT: Junk in the Trunk - 2017

Type of Item: *Approval*

Issue: The Harrisonville Community Activities Committee has requested permission to host the monthly flea market / “Junk in the Trunk” event on the historic Harrisonville square on the second Saturday of the month between the months of May and October. The event will run from 4:00 pm through 7:00 pm each of the requested nights.

Background: This is the 8th year for this event on the Harrisonville square. The applicant is anticipating a crowd size of approximately 200. The applicant is proposing blocking the square to vehicular traffic other than the vendors on the North and West sides. As the event grows additional sides of the square may eventually be closed starting with the East side and lastly the South side. If this event grows to the point of closing the entire square area I would suggest that the Street Department completes this closure as it requires closing Independence Street at Mechanic Street and Lexington Street at Chestnut Street.

The vendors will open their trunks for the sale of items similar to that of a rummage sale. In speaking with the applicant there are no requested City services other than the use of the square area and required street blockage material. As in years past these materials will be dropped off by the Street Dept. on Friday, set-up and taken down will be the responsibility of the applicant. These items will then be retrieved by the Street Dept. on Monday. Therefore, there is no cost for City services for this event. Again this year the applicant has asked that the City provide the necessary required insurance for the event. The City Clerk is working on this request.

Recommendation: We have not received any complaints or concerns with the previous events and to help promote and revitalize the historic Harrisonville square area, staff recommends approval for this event. If you have any questions or concerns regarding this event please feel free to contact me.

C. Action Item (ID # 2516)

Special Event Permit: Junk in the Trunk - 2017

Attachments:

Junk n Truck App 2017 (PDF)

SPECIAL EVENTS APPLICATION

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

B. **CONTENTS:** The application for an event permit shall set forth the following information.

1. Organization: Community Activities Committee
2. Name of Applicant: BLAKE & AMANDA STITES
 Address: 30118 S. MAIN ST. HARRISONVILLE MO.
 Phone: 884-2592 Cell: 785-979-5143-AMANDA
3. Purpose of Event: Junk in the Trunk
4. Proposed date(s) and time(s) of Event: 2nd Saturday of every month
beginning in May & Ending in October from 4-7
5. Location(s) where event will be held: Harrisonville Square
6. Anticipated crowd size: couple hundred
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: _____

APPROVED this _____ day of _____, 20 ____.

 Chief of Police

 City Clerk

Attachment: Junk n Truck App 2017 (2516 : Junk in the Trunk - 2017)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 11, 2017
SUBJECT: Farmer's Market 2017

Type of Item: *Approval*

Issue: The Community Activities Committee has requested permission to host a weekly “Farmer’s Market” on the historic Harrisonville square each Saturday from June through October (Burnt District Festival). The requested event will run from 8:00 am through 12:00 am each Saturday.

Background: This is the fifth year for the event on the Harrisonville square. Last year’s events were very well received and the applicant is anticipating a crowd size of 200 each week. Again this year the applicant is requesting to set-up on the inside of the square with patron parking on the outside of the square. We would request that no vendors be placed on the South end of the square unless the entire square is blocked to vehicular traffic. We will monitor this event on a weekly basis and block the square as needed. The square will be blocked in similar fashion to the way the square is blocked for the junk-in-the-trunk events. The City will provide the necessary cones and the application will be responsible for the se-up. Therefore, there is no cost for City services for this event. The applicant has asked that the City provide the necessary required insurance for the event. The City Clerk is working on this request.

Recommendation: We did not receive any complaints or concerns with this event last year. This is another event to help promote and revitalize the historic Harrisonville square area. Staff recommends approval for this event. If you have any questions or concerns regarding this event please feel free to contact me.

D. Action Item (ID # 2515)

Special Event Permit: Farmer's Market 2017

Attachments:

Farmer's Market App 2017 (PDF)

SPECIAL EVENTS APPLICATION

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

B. **CONTENTS:** The application for an event permit shall set forth the following information.

1. Organization: Community Activities Committee
2. Name of Applicant: BLAKE & Amanda STITES
 Address: 30118 S. MAIN ST. HARRISONVILLE MO.
 Phone: 884-2952 Cell: 785-979-5143-AMANDA
3. Purpose of Event: Farmer's Market
4. Proposed date(s) and time(s) of Event: Every Saturday from 8-noon starting June & going until October (Burnt District Fest)
5. Location(s) where event will be held: Harrisonville Square
6. Anticipated crowd size: Few Hundred
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades needed ☐ Street or parking lot clean up
8. Any additional information: _____

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Farmer's Market App 2017 (2515 : Farmer's Market 2017)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 8, 2017
SUBJECT: Kiwanis Dues Approval

Type of Item: *Approval*

Section 7.2 of my employment contract allows me to join a civic organization and have those dues paid for by the city. The courtesy extended by all of the fine organizations to allow me to attend meetings says much that is good with the community. Since we have an employee as a representative to Rotary, I would request the city pay for my dues to Kiwanis so the city can be represented in multiple organizations. Dues are \$179.50 for each quarter and that also pays for the meal.

G. Action Item (ID # 2507)

Kiwanis Dues Approval

Attachments:

Kiwanis App (PDF)

Welch Contract (PDF)

"Kiwanis is an organization that reaches out to youth and helps them to become the best possible leaders that they could be." —Karina, Key Clubber



Send Kiwanis mail to: ☐ Home ☐ Business

Member sponsor name: _____ Member ID: _____

Committee preference: ☐ Programs ☐ Service & fundraising ☐ Membership ☐ Financial review

Are you a former Kiwanian? ☐ Yes ☐ No Are you a former Key Club or CKI member? ☐ Yes ☐ No

If yes, club name(s) _____

I accept this application for membership and agree to conform to the bylaws of this club and comply with the obligations of membership as explained to me by my sponsor.

Applicant signature _____ Date (month/year) _____



The Objects of Kiwanis International

These principles have guided Kiwanians' work since 1924.

- To give primacy to the human and spiritual rather than to the material values of life.
- To encourage the daily living of the Golden Rule in all human relationships.
- To promote the adoption and the application of higher social, business, and professional standards.
- To develop, by precept and example, a more intelligent, aggressive, and serviceable citizenship.
- To provide, through Kiwanis clubs, a practical means to form enduring friendships, to render altruistic service, and to build better communities.
- To cooperate in creating and maintaining that sound public opinion and high idealism which make possible the increase of righteousness, justice, patriotism, and goodwill.



3636 Woodview Trace, Indianapolis, IN 46268 USA
U.S. & Canada: 1-800-KIWANIS, ext. 411
Worldwide: +1-317-875-8755

kiwanis.org

GIGR-215-6 April 2015 90000

Join us.



A sense of community.
A source of fulfillment.
A history of impact.



Kiwanis



Since 1915, members have united to serve children and uplift communities. Each year, the Kiwanis family dedicates more than 18.5 million hours of service and raises more than US\$100 million for local and global causes. We have nearly 600,000 members of all ages and a presence in more than 80 nations and geographic areas.

What makes Kiwanis special?

- **Member-driven clubs.** Members choose the club's meeting times, leaders and projects by examining what members want and what the community needs.
- **Hands-on service.** Mentoring children. Renovating playgrounds. Feeding families. Fundraising for local causes. Whatever communities need most.
- **Global impact.** Our members serve the global community too. In 1993, Kiwanians joined with UNICEF to virtually eradicate iodine deficiency disorders. In 2010, we teamed up with UNICEF again to help eliminate maternal and neonatal tetanus from the face of the Earth.
Membership in Kiwanis offers you the opportunity to benefit your community and its youth by serving with like-minded people. If you are interested in making a positive impact for generations to come, please join us.

Meet our family.

Since 1925, Kiwanis clubs have sponsored Service Leadership Programs. These programs inspire children, young adults and adults with disabilities to serve their communities and develop leadership skills they can use for the rest of their lives. Kiwanians take great satisfaction in knowing they are helping to create the world's next generation of great leaders and citizens.

- K-Kids** For elementary school students, ages 6–12. [k-kids.org](#)
- Terrific Kids** A program focused on elementary student character. [terrifickids.org](#)
- Bring Up Grades** An elementary program that rewards students for improving their grades. [bringupgrades.org](#)
- Builders Club** For middle school and junior-high students, ages 12–14. [buildersclub.org](#)

- Key Club** For high school/secondary school students, ages 15–18. [keyclub.org](#)
- Key Leader** A weekend leadership program for high school/secondary school students. [key-leader.org](#)
- Circle K International** The largest collegiate service organization in the world. [circlek.org](#)
- Aktion Club** For adults with disabilities. [aktionclub.org](#)

Join the club Fill out the attached form and start making an impact on children's lives!

Full name _____ Nickname _____ Gender _____

Date of birth _____ Spouse/partner name _____

Home address _____ State/province _____ Postal code _____

City _____ Email _____

Preferred phone _____ Title _____

Company name _____

By providing my email address, I recognize that I am opting in to receiving regular communication from Kiwanis International.

Initial _____ Date (month/year) _____



"I get more out of Kiwanis than what I put into it—I feel like I'm glowing when I'm helping somebody..." — Albert, California-Nevada-Hawaii District

6.6. Bonding.

The **City** shall bear the full cost of any fidelity or other bonds required of **City Administrator** under any law or ordinance.

7. Professional Development & Civic Membership.

In addition to Base Compensation and Benefits the **City Administrator** shall have the following professional related benefits:

7.1. Professional Development.

The **City** hereby agrees to budget for and to pay the travel and subsistence expenses of the **City Administrator** for professional and official travel, meetings and occasions adequate to continue the professional development of the **City Administrator** and to adequately pursue necessary official and other functions for the **City**, including but not limited to the Annual Conference of the ICMA, the Missouri Municipal League, the Missouri City Management Association, and such other national, state, regional, and local governmental groups and committees thereof which **City Administrator** serves as a member. **City Administrator** shall provide a listing of said organizations to the Mayor, prior to attendance and shall report any additions and/or deletions to this listing as they might arise. Membership in any such organization is subject to approval of the Mayor and Board of Alderman.

7.2. Dues and Subscriptions.

The **City** agrees to budget and to pay for the professional dues and subscriptions of **City Administrator** necessary for his continuation and full participation in national, state, regional, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the **City**.

Dues for organizational memberships include the ICMA, and the Missouri City Management Association. Subscriptions include the ICMA Publication *Public Management*, the State Municipal League's *Missouri Municipal Review* and/or other publications necessary for participation in said groups.

8. Retirement.

In addition to the **City's** agreement to pay the normal LAGERS pension payments for and on behalf of **City Administrator**, the **City** agrees to execute all necessary agreements provided by ICMA Retirement Corporation ("ICMA-RC") or other Section 457 deferred compensation plan for **City Administrator's** participation in said supplementary retirement plan and to pay an amount equal to two percent (2%) of **City Administrator's** base salary, in equal proportionate amount each pay period, into the ICMA-RC or other plan for and on behalf of **City Administrator**. The **City** agrees to transfer ownership of such qualified deferred compensation plan to a succeeding employer upon **City Administrator's** resignation or discharge.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 10, 2017
SUBJECT: Non-preference Tow Policy Agreement

Type of Item: *Approval*

Issue: The City of Harrisonville bi-annual tow agreement expired earlier this year.

Background: From 2002 through 2010 the City governed non-preference and police ordered tows through a contract with either Miller Tow or Johnson Tow. In 2011 the City adopted a Tow Policy Agreement which included a tow rotation for all companies that had signed the agreement. The previous tow policy agreement ended earlier this year and produced the normal amount of concerns for City staff. Some of the concerns noted were complaints from a tow company about getting their share of the calls and not responding within the allotted time per the agreement. Most of these concerns have improved greatly over the past agreement period but are still occasionally noticed.

The proposed agreement has been reviewed and modified by both City Attorney John Fairfield, and the City Administrator Happy Welch. A copy of the most recent Tow Policy Agreement is attached for your review. We are proposing no changes to the tow policy agreement fees for the agreement period.

Miller Tow and Johnson's Tow participated in the previous agreement and recently J's Southland Towing inquired about being added to the tow policy agreement. All three companies were forwarded a copy of the most recent tow policy agreement and asked to submit their signed agreement prior to the close of business on May 8, 2017. To date I have received signed agreements from Johnson Tow and J's Southland Tow. The proposed tow lot that J's Southland Tow was going to use is not zoned properly according to the Cass Counting Zoning Department so they have been contacted to either get the zoning changed or provide another tow lot.

Recommendation: Staff recommends approval and this agreement and the signed agreement with Johnson's Tow. Should Miller Tow or J's Southland Tow submit an agreement that meets the requirements of the tow policy agreement they will be added to the rotation without going before the Board of Alderman.

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Council Bill No. 030

Resolution No.

**A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri,
Authorizing the City Administrator to Sign the Attached Tow Policy Agreement
with Johnson's Tow and Such Other Tow Companies as are Willing to meet the
Requirements of the Agreement.**

WHEREAS, the City of Harrisonville has determined that Johnson's Tow is competent to perform service for the City of Harrisonville; and

WHEREAS, Johnson's Tow agrees to perform services for the City of Harrisonville;

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 sign the attached tow agreement with Johnson's Tow for non-preferential tow service when summoned by the Harrisonville Police Department.

Section 2: That the City Administrator is hereby authorized and directed to sign agreements with other tow companies who agree to meet the requirements of the agreement.

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 15th day of May, 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 15th day of May, 2017

**CITY OF HARRISONVILLE
AGREEMENT
FOR TOWING SERVICES**

CITY: City of Harrisonville
300 East Pearl
Harrisonville, MO 64701

CONTRATOR: Tow Company listed within

In order for a tow company to provide services for any **Police-directed tow** this agreement needs to be signed and filed with the Chief of Police prior to any services being rendered.

This policy shall be in effect starting at 12:01 A.M. June 1, 2017. The City of Harrisonville may modify or terminate this agreement with 30 days written notice to all participating Contractors. The City reserves the right to suspend or permanently remove any Contractor found not in compliance with this policy.

Attachment: Tow Agreement 2017 (2513 : Non-preference Tow Policy Agreement)

CONTRACTOR INFORMATION

(Contractor shall complete all of the following items prior to execution and submission of this agreement to the City and update within 30 days of any changes during the contract period. False or inaccurate information will be cause to terminate agreement immediately.)

Contractor's Status: _____ (State) Corporation
 _____ (State) Limited Liability Company
 _____ (State) Partnership
 _____ Joint Venture
 _____ Individual Proprietor

Contractor's Name: _____

D/B/A (if different): _____

Contractor's Business Address: _____

Contractor's Business Telephone Number: _____ Facsimile Number: _____

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners, respectively, and all persons who own ten percent or more of the Bidder:

Name	Date of Birth	Title	Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor shall provide the City with the following information for each tow truck operator, driver and person engaged in the performance of the Services employed on the effective date of the policy; or each operator, driver and person engaged in the performance of the Services hired during the term of the policy within ten days after the date of hire:

A. Name;

B. Address;

C. Date of birth; and

D. Driver's license number, state of issuance, date of expiration, licensed classifications, and license restrictions.

2. Policy Price

The Contractor agrees to take in full payment for all Services and other matters set forth under this agreement, including overhead and profit; taxes, contributions, and premiums; and compensation to any subcontractors and suppliers, the compensation set forth in the maximum fee schedule ("***Fee Schedule***") below:

A. Schedule of Prices

For providing, performing, and completing each of these items of Service the following amounts per item:

Fee Schedule

Service	Price	
Tows (Standard flatbed)	\$70.00	per tow
Service Call Fee (Flat Tire)	\$40.00	per call
Service Call Fee (Jump Start Disabled Vehicle)	\$40.00	per call
Tow, Motorcycle	\$75.00	per tow
Winching (other than loading onto flat bed)	\$1.00	per foot
Rollover (Flat Rate)	\$125.00	per vehicle
Allowable Response Time	15/20	minutes
Stand-By Fee (After the 15 minutes)	\$60.00	per hour
Medium Duty Towing (8,000 to 40,000 pounds)	\$100.00	per tow
Medium Duty Vehicle Service Call Fee (Flat Tire)	\$50.00	per call
Medium Duty Vehicle Service Call Fee (Jump Start Disabled Vehicle)	\$50.00	per call
Heavy Duty Towing (Over 40,000 pounds)	\$N/A	per tow
Tow, City Vehicles (Standard flatbed) (Outside 20 miles)	\$2.00	per mile
Tow, City Vehicles (Medium Duty) (Outside 20 miles)	\$2.50	per mile
Tow, City Vehicles (Heavy Duty) (Outside 20 miles)	\$N/A	per mile
Daily Storage (No storage fee may be charged until after 12:01A.M.)	\$30.00	per day
Response Time to Tow Lot	15	minutes
After Hours Release Fee	\$30.00	per tow

No other fees or charges are allowed. If any vehicle towed pursuant to this policy remains in the Contractor's storage facility beyond the term of the agreement, the Contractor shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

B. Basis For Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Fee Schedule are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Fee Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Fee Schedule and;

C. Time of Payment.

It is expressly understood and agreed that all payments shall be made by the owner of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of Contractor, Contractor shall accept cash, certified checks, and bankcards under generally accepted business guidelines as payment for work by individuals who have had their vehicles towed and/or stored by Contractor.

3. Contract Time Proposal

Time is of the essence of this agreement and, except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days. If this agreement is accepted, Contractor agrees that Contractor shall commence the Services immediately following City's acceptance of this Contract, if after June 1, 2017, provided Contractor has furnished to City all insurance certificates and policies of insurance specified in this agreement. The terms of this agreement shall commence at 12:01 A.M. June 1, 2017, and expire at 11:59 P.M. May 31, 2019, unless terminated with 30 days written notice from either the tow service or the City of Harrisonville. One month prior to renewal of this agreement, May 1, 2019, the fee schedule within this agreement may be requested for review by the contractors. The acceptance of said requests shall be determined in the sole discretion of the City of Harrisonville.

TOW SERVICE AGREEMENT

1. **Definitions:**

“Police-Ordered Tow:” is defined as being those tows, as ordered by the Harrisonville Police Department for:

- A. Vehicles involved in traffic crashes;
- B. Abandoned vehicles on roadways;
- C. Disabled vehicles;
- D. Abandoned or unclaimed vehicles on private property;
- E. Vehicles seized or impounded as evidence;
- F. Recovered stolen vehicles;
- G. Vehicles involved in crimes;
- H. Vehicles relocated during a City emergency; and
- I. Other vehicles as requested by the Police Department.

“Storage Fee” is defined as being a fee charged for the storage of a vehicle on the approved lot of the Contractor per each calendar day. For the purposes of administration, the first day’s storage will be assessed at 12:01 A.M. of the day following the tow and at 12:01 A.M. on each day thereafter and the storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If any vehicles towed at the direction of the Police Department remain in Contractor's storage facility at the end of the term of this Agreement the Contractor shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Contractor.

“Evidence Storage Fee” is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each 30 days. For the purposes of administration, the first month’s storage will be assessed at 12:01 A.M. of the day following the tow and continued for thirty (30) calendar days.

The storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If vehicles which are subject to a "hold" remain in Contractor's storage facility at the end of the term of the Contract, Contractor shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Contractor.

“Tow Charge” shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking door, freeing the steering column, disconnecting the driveline, winching onto truck, dollying and mileage charges. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, as determined by the Police Department, Contractor will cancel all charges to the vehicle owner at the request of the Police Department.

“Removal of Personal Property”. Contractor shall allow owners of police-directed towed vehicles one (1) opportunity during normal business hours to remove personal property from their vehicles

(with the exception of “hold” vehicles) at no additional charge to the vehicle owner. Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from seized or evidence tows without prior verbal authorization of a Police Department official.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury liability and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least thirty (30) days written notice prior to the cancellation of any insurance.
3. **Business License.** The Contractor shall have and maintain during the term of the contract a business license from the City of Harrisonville.
4. **Licensing and Background Information.** All of the Contractor’s drivers and operators shall have and maintain all required federal and Missouri driver's licenses. Verification of proper licenses for each driver and operator shall be filed annually with the City and a list of such drivers and operators and their respective licenses shall be kept by the contractor in its office and subject to a reasonable review and inspection from time to time by the City.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8” chain), yellow oscillating or flashing light bars, broom bucket and shovel, oil absorbent material, and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response Time.** During normal business hours (8:00 A.M.—5:00 P.M.) Monday through Friday, Contractor shall arrive at the scene of a requested tow with the requested and required equipment within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal business hours, Contractor shall arrive at the scene of the tow within twenty (20) minutes after the request for the tow has been made. Contractor shall provide its personnel with the necessary communications equipment to fulfill the required response times. Contractor shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year. Failure to respond within the designated response times listed see section 2.2.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within two (2) mile of the City limits of Harrisonville, Missouri which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against the intrusion of unauthorized persons and provide a minimum storage capacity for twenty-five (25) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicles or materials inside the fenced enclosure from off the premises. The storage lot operated by the Contractor shall be open between the hours of 8 A.M. to 5 P.M. Monday through Friday, and 9 A.M. to 12 Noon on Saturday for an owner to retrieve a vehicle towed to the lot.
8. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Harrisonville detail board, and employees and representatives to the extend allowed by law from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Harrisonville from any and all claims for any loss, damage, or injuries sustained by any person or entity arising out of the terms of this contract, including without limitation, all

expenses incurred and attorney fees, court costs, and expenses related to litigation. The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the hiers, legal representative, and assigns of the parties hereto.

10. **Other Regulations of City.** The Contractor shall obtain a copy of ordinances of the City of Harrisonville, regulating towed vehicles.
11. **Accident Debris.** After each tow, Contractor shall clean and remove all accident and vehicle debris, including, without limitation, shattered glass, oil, and radiator fluids, from the area of the tow. The Contractor shall not be responsible for collection or removal of any cargo spilled from any vehicle except only if the Contractor caused such spill while providing the Services. Contractor shall not be responsible for cleaning or handling of any hazardous material. Contractor shall report to the City immediately the presence of any hazardous material. The removal of debris and the collection or removal of cargo spilled by Contractor shall be considered an integral part of any Services and no additional labor charge shall be assessed for such removal or for materials used in the removal process.
12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Harrisonville Police Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Harrisonville Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Harrisonville Police Department a monthly report which includes a copy of the customer invoice for each vehicle towed under this agreement and the release and/or disposition of each vehicle towed by the Contractor. Failure to submit the monthly report by the 10th of each month shall result in the immediate removal of the Contractor from the rotation. Once the delinquent report has been properly submitted the contractor will be reinstated to the rotation. Any tows missed due to being removed from the rotation will not be made up.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without verbal permission of the Harrisonville Police Department.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in the fees schedule. Services under this Contract shall be rendered only upon the request of the Police Department. Contractor, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the Contractor shall remove the vehicle(s) from the scene directly to the Contractor's storage facility, for the price specified in this policy.

The Contractor shall consider calls from the Police Department as having first priority over requests for tow service from other parties. Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four hour per day basis every day of the year.

17. **Dispatch.** The City agrees to dispatch the Contractor on a rotation to the site of any police-ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Police Department is unable to contact the Contractor during their rotation, at the number specified within this agreement, within one call and four rings, or is otherwise unable to obtain a response to the scene from Contractor within a reasonable period of time, another tow operator may be contacted by the

Police Department for removal of the subject vehicle(s) and such shall be deemed the Contractor's turn in the rotation. Determination of whether Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.

18. **Term.** This Agreement, its terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of two years, or so long as the Parties hereto expenses incurred and attorney fees, court costs, and expenses related to litigation. The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the parties, legal representative, and assigns of the parties hereto.
19. **Waiver.** A waiver by any Party of any breach or default of another Party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
20. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this policy shall be binding unless the same is agreed to in writing between the Parties.
21. **Assignment.** This Agreement may not be assigned by Contractor without the written consent of the City.
22. **Termination for Cause.** The failure of the Contractor to properly perform any of the Services under this policy shall be cause for the immediate termination of the Contractor without 30 day written notice.
23. **Contractor's Right To Terminate.** Contractor shall have the right to terminate this agreement at any time upon 30 day written notice to the City. Termination of this agreement by Contractor shall not relieve Contractor of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Contractor prior to such termination.
24. **MISCELLANEOUS**

1.1 Assignment and Modification.

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

1.2 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.

1.3 Compliance with Laws

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

1.4 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 Agreement, **Contractor** agrees to pay all expenses so incurred, including all reasonable attorney fees, court costs, and enforcement expenses.

1.5 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.

1.6 Waiver.

No waiver of any default by Contractor hereunder shall be implied for 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.

1.7 Governing Law.

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

1.8 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.

1.9 Time of Essence

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

1.10 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.

1.11 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 acknowledgement 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.

ACCEPTANCE

This Agreement, made and entered into this _____ day of _____, 2017, by and between the City of Harrisonville, Missouri, herein sometimes called "**City**", and "**Tow Co.**", herein called "**The Contractor**", for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, The Parties have executed this agreement in four (4) counterparts, each of which shall be considered and construed an original.

CONTRACTOR

By: _____
Name, Manager

Name, Tow Company

CITY OF HARRISONVILLE, MO.

By: _____
Happy Welch, City Administrator

Attest:

Randall Jones, City Clerk

Attachment: Tow Agreement 2017 (2513 : Non-preference Tow Policy Agreement)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: April 25, 2017
SUBJECT: Authorization to purchase replacement pickup truck for CWSS Distribution

Type of Item: *Purchase*

Type of Item: *Administrative*

Issue:

Purchase of one ¾ ton pickup truck for the Water & Sewer Distribution Department

Summary Recommendation:

Requesting approval for the purchase of a 2017 Ford F250 ¾ ton pickup truck for the Street Department from Max Ford of Harrisonville for the total price of \$31,689.28 to replace a 2006 Chevrolet 2500 ¾ ton pickup which will be transferred Harrisonville Police Department.

Background:

The Department uses this truck to do locates as required by state statute and in maintenance duties. The Police Department has received a truck in the past and has requested the 2006 pickup truck to replace their less reliable unit.

Options:

This purchase has been able to piggyback on governmental bids that comply with our purchasing requirements for equipment. Using the Bid Tabulation from MODOT's Medium Duty Vehicles State Bid for a 2017 ¾ ton 4WD Crew Cab Pickup is: \$31,439.00

Max Motors Ford Harrisonville MO \$31,689.28 LOCAL bid includes the same options:

\$33,000 Budgeted 2017 3/4 Ton 4WD Crew Cab pickup

The MODOT bid listed above has options for equipment above the base bid including a receiver hitch, and spray in bed liner, but other options not listed under the MODOT bid but enhances the truck for its intended purpose is requested. These requested options were included in both bids. Without these needed

options Max Ford bid would have been close to the lowest bid without delivery preparation charges allowed by the MODOT bid.

Recommendation:

It is staff's recommendation to purchase the 2017 Ford F250 pickup truck for the Water & Sewer Distribution Department from Max Ford of Harrisonville as it supports local business and falls within the lowest MODOT bids when considering the added options. This truck purchase is within the amount budgeted and approved in the Harrisonville 2017 Operating budget.

Council Bill No. 031

Resolution No.

**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 Water & Sewer Distribution Department with Max
Ford, Harrisonville, in an Amount not to exceed \$31,689.28**

WHEREAS, the City of Harrisonville has determined that Max Ford is competent to perform service for the City of Harrisonville; and

WHEREAS, Max Ford agrees to perform services for the City of Harrisonville;

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 Max Ford for the purchase of one (1) 2017 Ford F250 3/4 ton pickup for the Water & Sewer Distribution Department in an amount not to exceed \$31,689.28.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 15th day of May, 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 15th day of May, 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 9, 2017
SUBJECT: Electric Connection Fee Change

Type of Item: *Approval*

In an effort to include all fees for our building permits and streamline that part of our application process, we need to change the electric connection fee for single family homes to an average amount instead of rating it on the amount of connections to the transformer. When processing a permit the building department does not know if the house is connected to a 3 or 4 connection transformer and must first get that information from the electric department when they are available. By averaging the amount the connection fee can be included with all other fees without double checking with any of the departments. Water and sewer already have established fees that will be included with the permit. The Public Works Committee approved the revised average amount.

Council Bill No. 032**Ordinance No.****AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.820, BY AMENDING THE CURRENT TAP ON FEE FOR MUNICIPAL RESIDENTIAL ELECTRIC SERVICE.**

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

Section 1: That the following described fee is hereby adopted by the amendment of Section 700.820 Schedule of Capacity Fees, with the Average Single Family Home Fee Structure used as the electric connection fee for single family homes per section 700.820 (2). All other portions of this Section not set out herein shall remain unchanged.

Schedule of Capacity Fees

Volts	Phases	Kva	Electric Impact Fee	25% of Fee
120/240 4 homes	1	50	\$833	See below
120/240 3 homes	1	25	\$556	See below
Average Single Family Home			\$694	\$173.50

Section 2: That this ordinance shall become effective for all billings due on or after June 1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 15th Day of May 2017. Read for the second time by title only on the 15th Day of May 2017.

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

ATTEST:

Randall K. Jones, City Clerk

Schedule of Capacity Fees			Electric Impact Fee	25% of Fee	Monthly Payment Based on a 5-Year Amortization
Transformer Capacity and Type					
Volts	Phases	KVA			
277/480*	3	1,000	\$200,000	\$50,000	\$833
120/208*	3	1,000	\$200,000	\$50,000	\$833
277/480*	3	750	\$150,000	\$37,500	\$625
120/208*	3	750	\$150,000	\$37,500	\$625
277/480*	3	500	\$100,000	\$25,000	\$417
120/208*	3	500	\$100,000	\$25,000	\$417
277/480*	3	300	\$60,000	\$15,000	\$250
120/208*	3	300	\$60,000	\$15,000	\$250
120/208 overhead bank	3	150	\$30,000	\$7,500	\$125
120/208 overhead bank	3	112.5	\$22,500	\$5,625	\$94
120/208 overhead bank	3	75.0	\$15,000	\$3,750	\$63
120/240	1	100	\$6,667	\$1,667	Current Electric Charges
120/240	1	75	\$5,000	\$1,250	
120/240	1	50	\$3,333	\$833	
120/240	1	25	\$1,667	\$417	
120/240 4 homes	1	50	\$833	\$208	
120/240 3 homes	1	25	\$556	\$139	

Average for
single-family home

\$694

- * Impact fees for this size of electrical customer and larger will be evaluated on an individual basis, 24/5 or 24/7 hours of operation could have a positive impact on the City of Harrisonville's rate structure with the current power provider. Recommendations may be presented to the Mayor and Board of Aldermen for consideration of special rates.

C. *Electric Connection Fee Redetermination And Credits.*

1. Redetermination of electric connection fee occurs when the existing transformer for a site is replaced by a larger transformer or additional transformers are set



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 11, 2017
SUBJECT: City Admin Report 5/15

Type of Item: *Report*

CITY ADMINISTRATOR REPORT

May 15, 2017

1. Supervisors begin next week working on a 10 year plan for equipment and department needs. It will be the first time through for staff that will give us a road map for future expenses. It will be for reference only and not an adopted program like a Comprehensive Plan or adopted Capital Improvement Plan. I will be meeting individually with department heads over the next four weeks to discuss and review their needs and wants.
2. Code Enforcement will be advertising for a second time to bid the nuisance abatement work, that includes high weed cutting and cleanup. We had no responses to our first RFP and will focus our efforts better online and sending out notices. Our previous nuisance abatement person passed away in April. We may have to hire individual grass cutters to take care of the high weed complaints we have received at this point.
3. The State Auditor Public Presentation is confirmed for Wednesday, May 24, 2017, 5p at the Community Center. State Auditor Nicole Galloway will be making the presentation along with staff. The meeting is open to the public.

A. Action Item (ID # 2514)

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