



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 19, 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 - Work Session - Jun 5, 2017 6:00 PM**
 - B. Board of Aldermen - Regular Meeting - Jun 5, 2017 7:00 PM**
- 6. Agenda Items**
 - A. Destruction of Records**
 - B. Police Dent Bid Res.**
 - C. Council Bill 038: A Resolution of the Board of Aldermen of Harrisonville, Missouri Authorizing the City Administrator to Execute the Attached Contract for a One Year Lease on Hangar Space at Lawrence Smith Memorial Airport between the City and Jeramie Swanson.**
 - D. Council Bill 039: A Resolution of the Board of Aldermen of Harrisonville, Missouri to Authorize the City Administrator to Execute a Contract with Excalibur Contracting for Nuisance Abatement Services.**
 - E. Council Bill 040: A Resolution Authorizing the Developer of the Harrisonville Market Place Tax Increment Financing Plan to Lease a Portion of the Redevelopment Project Area to a Non-Sales Tax Generating Business**
 - F. Council Bill 041: An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to Amend Chapter 215.860 regarding Defacing Firearms.**

- G. Council Bill 042: An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to Address the Misuse of City Emergency Telephone Service.**
 - H. Council Bill 043: An Ordinance of the Board of Aldermen to Amend Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances Regarding Parking/No Parking on Elm Street between Price Street and Halsey Street**
 - I. Council Bill 044: An Ordinance of the Board of Aldermen to Amend Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances Regarding Parking/No Parking Zones on Elm Street between Price Street and Mechanic Street.**
 - J. Council Bill 045: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI TO AMEND THE CODE OF ORDINANCES CHAPTERS 210 & 225, BY PERMITTING TRAPPING IN THE CITY, THE REGULATING THEREOF AND ESTABLISHING AN EFFECTIVE DATE.**
- 7. Aldermen and Committee Reports**
 - 8. Report from the City Administrator**
 - 9. Report from the Mayor**
 - 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 15th day of June 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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
JUNE 5, 2017
6:00 PM

1. Call to Order & Roll Call

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Late	6:15 PM
Josh Stafford	Harrisonville	Board Member	Absent	
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	

Others present: City Administrator Happy Welch, Finance Director Marcella McCoy, Community Economic Development Director Jim Clarke, Deputy City Clerk Sheryl Stanley, City Clerk Randall Jones Recording, City Attorney John Fairfield arrived at 6:24 p.m.

2. Discussion Items

A. Market Place Storage

City Administrator Welch reported that the City has no financial responsibility.

Mike Christie, West Star Development, gave presentation of similar development recently completed by his company in Overland Park..

Alderman Bowman visited his development at 154th & Metcalf and was pleased.

Alderman Milner stated she had citizen comments that are in favor of this project.

Alderman Long stated his only concern would be if this were to take the place of something the residents of Harrisonville wanted more.

Alderman Turner asked if Commerce Bank had been informed of discussion. Administrator Welch stated they had been contacted.

Mayor Hasek said Board of Aldermen inherited this problem and now need to make decision what is best for the City along with the TIF District rulings.

Alderman Dickerson stated rules are in place and they should abide by them or change them in the correct way.

Alderman Bowman said population brings in restaurants. Alderman Long agreed to certain extent, but our location near Interstate and gateway to lakes regions has potential.

Alderman Bowman questioned Jim Clarke, Economic Development Director if there had been any interest from any other developers to locate in this area. He responded none other than the current auto parts store.

Alderman Bockelman asked about amending the current TIF to change the required percentage.

Attorney Fairfield said that an amendment can be drafted but the Board of Aldermen can grant request without going through an amendment.

Mayor Hasek stated this topic will be on the next agenda - June 19, 2017 for vote.

3. Adjourn from Work Session

Meeting adjourned at 6:54 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jun 5, 2017 6:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 5, 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	Absent	
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	

Others present were: City Attorney John Fairfield, City Administrator Happy Welch, Police Chief John Hofer, Street Superintendent Rodney Jacobs, Parks Director Chris Deal, Community Economic Development Director Jim Clarke, Deputy City Clerk Sheryl Stanley, Finance Director Marcella McCoy, City Clerk Randall Jones Recording.

3. **Ceremonial Matters**

None

4. **Public Participation**

Marcia Lightcap, 503 E. Chestnut. Brett Hyde read letter to Mayor and Board on her behalf. She was requesting a variance for a carport permit to be constructed that would be a few feet beyond allowable line. Also was requesting fees be waived. She was instructed that she needed to get with BZA and Jim Clarke and Happy Welch to get correct information that she would need. Clint Miller of 403 Locust, offered to help with her drawing for permit.

Virgil Butler, 606 N. King Terrace, congratulated Mayor for having the foresight to seek out truth on City matters. Alderman Bowman was questioned but he was informed to address the Board as a whole. Mr. Butler addressed topics from the recent State Audit findings. He also questioned about previous and current bonding requirements on Mayors, attorneys and city staff.

Obie Carl, 27917 S. Bybee Road, stated that Chamber of Commerce does not endorse any candidate for municipal elections.

Jerry Saling, 805 S. Independence, thanked the Mayor and Board of Aldermen for their time and effort for serving and hoped they have learned from the recent audit.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - May 15, 2017 7:00 PM

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

6. Agenda Items

A. Special Event Permit: Rocked World 2017

Approved with amendment that request is for July 14, 2017 only.

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

B. Special Event Permit: Life Issues 5K

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

C. Final Decision re: July 3 Meeting

Decision was made to cancel and schedule only if needed.

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

D. Nuisance Abatement Contract

Motion was made to accept the low bid and if no response by Friday, June 9, 2017, City Administrator to go with other bid by next meeting.

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

E. 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.

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

F. A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri Approving the Fireworks Display in City Park on July 4, 2017

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

G. A Resolution of the City of Harrisonville, Missouri acknowledging and supporting an ACT Certified Work Ready Community Employer Participation Letter

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

H. A resolution authorizing the City Administrator to enter into an agreement with Advanced Asphalt Paving & Concrete, LLC for asphalt overlay in the amount of \$134,768.64

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

- I. A resolution authorizing the City Administrator to enter into an agreement with Vance Brothers Inc. for pavement sealing in an amount not to exceed \$145,000**

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

- J. An Ordinance to Amend Chapter 435, Sign Regulations, of the Code of Ordinances of the City of Harrisonville, Missouri; and Revise Section 435.120: Temporary Signs Concerning Election Signs within the City of Harrisonville, Missouri**

RESULT:	CONTINUE
Next: 6/19/2017 7:00 PM	

7. Aldermen and Committee Reports

Alderman Bowman extended invitation to Keys to the Community Event on Thursday, June 8, 2017 at Chamber Building from 6:30 until 8:30 p.m.

Alderman Long celebrating 24 years of marriage.

Alderman Turner extended invitation to 7th annual fishing derby sponsored by Elks Lodge this Saturday.

8. Report from the City Administrator

A. City Admin Report 6/5/2017

9. Report from the Mayor

Mayor Hasek will be participating in the dunk tank at City Park during the July 4th activities.

Mayor Hasek asked for patience as the City moves forward to address issues from recent State Audit.

10. Adjourn From Regular Session

Motion by Alderman Dickerson and second by Alderman Milner to adjourn. Meeting closed at 8:03 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jun 5, 2017 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Randy Jones, City Clerk
DATE: June 13, 2017
SUBJECT: Destruction of Records

Type of Item: *Approval*

I am requesting the Board of Aldermen's approval for the annual destruction of records for the following departments: Administration/Payroll, Finance/Utilities, and Police Department. The departments follow the State of Missouri Secretary of State's retention guidelines for this determination; in a few instances we keep some records longer than the State's recommended requirements.

Open records and non-confidential records will be recycled as part of our paper recycling program in the City's paper recycling dumpster. Other records that have confidential information will be shredded. Attached are the requested records to be destroyed, the municipal court department destruction of records will be approved by the judge.

A. Action Item (ID # 2545)

Destruction of Records

Attachments:

Police and Finance-2016 (PDF)

Admin 2016 (PDF)

destruction of records 2017 (PDF)

HARRISONVILLE POLICE DEPARTMENT MEMORANDUM

TO: Kim Hubbard
FROM: Christopher Osterberg
RE: Destruction of Records
DATE: February 25, 2016
CC: John Hofer, File

I am formally requesting the Board of Alderman's approval of the annual destruction of Police records. The Police Department follows the "Missouri Municipal Records Manual" and the Missouri Secretary of State Retention and Destruction Schedules for this determination. The attached destruction log lists the records to be destroyed and the method of destruction.

Attachment: Police and Finance-2016 (2545 : Destruction of Records)



HARRISONVILLE POLICE DEPARTMENT

RECORDS DESTRUCTION LOG



2016

QUANTITY	TYPE OF RECORDS	YEAR	RETENTION
1 BOX	Motor Vehicle Accident Reports	2008	5 years
1 BOX	Motor Vehicle Accident Reports	2009	5 years
1 BOX	Dispatch Records (Messages/Teletypes)	2009	Reference
1 BOX	Incident/Arrest Reports: Warrant Arrest	2009	5 years
1 BOX	Incident Reports: Municipal/Misdemeanor-no charges filed	2009	1 year
1 BOX	Incident Reports: Felony (not Class A)-no charges filed	2009	3 years
1 BOX	Incident Reports: Non-Criminal , Missing Persons (located safe)	2009	1 year
3 BOXES	Incident/Arrest Reports: Charges Filed and Disposed	2009	5 years
1 BOX	Dispatch Records (Messages/Teletypes)	2010	Reference
2 BOXES	Motor Vehicle Accident Reports	2010	5 years
1 BOX	Incident/Arrest Reports: Warrant Arrest	2010	5 years
3 BOXES	Incident/Arrest Reports: Charges Filed and Disposed	2010	5 years
1 BOX	Incident Reports: Non-Criminal	2010	1 year
1 BOX	Incident Reports: Felony (not Class A)-no charges filed	2010	3 years
1 BOX	Incident Reports: Municipal/Misdemeanor-no charges filed, Missing Persons (located safe)	2010	1 year
1 BOX	News Releases	2011	2 years
	Towed Vehicle Reports	2011	1 year
	Sunshine Requests	2011	3 years
1 BOX	Incident Reports: Felony (not Class A)-no charges filed	2011	3 years
1 BOX	Incident Reports: Municipal/Misdemeanor-no charges filed, Non-Criminal	2011	1 year
1 BOX	Incident Reports: Municipal/Misdemeanor-no charges filed, Missing Persons (located safe), Non-Criminal	2011	1 year
1 BOX	Incident Reports: Non-Criminal	2011	1 year
1 BOX	Incident Reports: Felony (not Class A)-no charges filed	2012	3 years
1 BOX	Incident Reports: Municipal/Misdemeanor-no charges filed	2012	1 year
1 BOX	Incident Reports: Municipal/Misdemeanor-no charges filed, Missing Persons (located safe), Non-Criminal	2012	1 year
1 BOX	Incident Reports: Non-Criminal	2012	1 year
1 BOX	Incident Reports: Felony (not Class A)-no charges filed	2012	3 years
	Incident Reports: Municipal/Misdemeanor-no charges filed	2014	1 year
1 BOX	Press Releases	2013	2 years
	Expired Peddlers Permits (exp. 2013)	2013	2 years
	General Correspondence	2014	1 year
	Logs	2010	5 years
	Sunshine Requests	2011- 2012	2 years

Attachment: Police and Finance-2016 (2545 : Destruction of Records)

1 BOX	Lockout Waivers Business Checks Fuel Statements/Receipts (copies)	2013 2013 2013	1 year 1 year Reference
2 BOXES	Incident Reports: Municipal/Misdemeanor-no charges filed, Missing Persons (located safe), Non-Criminal	2013	1 year
1 BOX	Incident Reports: Non-Criminal , Missing Persons (located safe)	2014	1 year

Approved by Board of Alderman (date): _____

Date of Destruction: _____

Method of Destruction: Shred

City of Harrisonville

Finance Department

Memo

To: Kim Hubbard, City Clerk
From: Marcella McCoy, Finance Director
Date: 3/16/2016
Re: Authorization request for records destruction for the year ending 2015

The listing below is a formal request of the Board of Alderman to approve annual destruction of finance department records for the year ending 2015. The finance department follows the State of Missouri Secretary of State's retention guidelines for this determination; in a few instances we keep some records longer than the State's recommended requirements.

TYPE OF RECORD	DATE	Retention Source
PETTY CASH RECORDS	2012 & prior	(GS 011 & GS 070)
BANK RECORDS: DEPOSIT SLIPS & COPIES OF RETURNED ITEMS-PLEDGE REPORTS	2012 & prior	(GS 010)
MATURED INVESTMENTS INVESTMENT BALANCING	2012 & prior	(GS010)
AIRPORT HANGAR RECEIPTS & MISC AIRPORT RECEIPTS	2014 & prior	(GS 008)
UNCLAIMED PROPERTY REPORTS	2014 & prior	(GS 087)
NON RECORDS: PREPAID INSURANCE WORKPAPERS, MONTHLY TRANSFERS, REVENUE REPORT FOR ELE FRANCHISE FEE, M & M, EMS & COMMUNITY CENTER A/R BALANCING, INTEREST ALLOCATION, AUDIT & CAFR WORKPAPERS (KEEP AUDIT ADJUSTING ENTRIES PERMANENTLY)	2012 & prior	(COA)
PURCHASE ORDERS & SALES TAX REMITTANCE	2013 & prior 2013 & prior	(GS 007)
PURCHASE ORDER REGISTERS A/P REGISTERS	2012	(GS 009)
BANKING RFPs AUDIT RFPs	2004 & 2011 2000, 2004, 2008	(GS 055)

Attachment: Police and Finance-2016 (2545 : Destruction of Records)

EXPIRED BUSINESS LICENSE APPLICATIONS	2013 & prior	(GS 050)	
SALES TAX REPORTS			
Printed reports	2003 & prior	(0742) Municipal Schedule	
Annual, Monthly, Quarterly CDs	2008 & prior		
BUDGET WORKPAPERS	2008 & prior	(GS 004)	
BUDGET ADJUSTMENTS	2008 & prior	(0008.2) Municipal Schedule	
1099 STATEMENTS	2009 & prior	(GS 034)	
ACH/FRANCHISE & LEASE	2009 & prior		
1099 INTEREST- UTILITY DEPOSITS	2003 & prior		
CIGARETTE TAXES	2009 & prior	SHRED	0742
FISH AND BOAT STICKERS SOLD	2010 & prior	RECYCLE	GS011
GARAGE SALE RECORDS	2010 & prior	RECYCLE	GS011
BILL CALCULATIONS	2010 & prior	RECYCLE	1610
WATER DISTRICT READINGS			
DETAILED ROUTE REPORTS	2010 & prior	RECYCLE	1611
ROUTE TIMES REPORT			
TROUBLE CODES			
SPECIAL MESSAGES			
UTILITY SERVICE ORDERS	2010 & prior	RECYCLE	GS020
UTILITY METER TICKETS			
UTILITY REREAD TICKETS			
PAYMENT RECORDS	2010 & prior	SHRED	GS008
AUTOPAY REGISTERS			
PAYMENT AGREEMENTS	2010 & prior	SHRED	GS012
COLLECTION LETTERS			
SEWER ADJUSTMENT LETTERS			
SERVICE INTERRUPTION LOGS	2010 & prior	SHRED	1614

For: 2016 – To Be Taken To the Board

Record	Retention Period (Yrs)	Destroy Through	RS	DM
<u>General Administrative Records</u>				
BOA and Committee Packets	2 yrs if retained permanently elsewhere	2013	GS021	NS
Budget Work Papers	After completion of audit plus 2 years	2013	GS004	NS
Phone Message Books	1 year	2014	GS016	NS
Outgoing Ltrs/Memos/Faxes	2 yrs or no longer needed	2013	GS012 & 0016	NS
Weekly Wrap Ups	After Completion of Audit plus 2 yrs	2012	GS076 & 0016	NS
Travel/Training	After completion of Audit plus 1 year	2014	GS070	S
Contracts-Construction & CIP	Retain 10 yrs. after substantial Completion	2004	GS060	NS
Other contracts/agreements	Retain 3 years after expiration	2004	GS060	S
Contractor Licenses	Until inactive plus 2 yrs Includes rejected applications	2013	GS050	S
Liquor Licenses	Retain 2years after expiration or inactive for	2013	GS050	S
Work Orders	3 years after final disposition	2012	GS049	NS
Requests for Information	3 years after disposition	2011	GS050	S
Block Party Permits	2 years after expiration	2013	GS050	NS
Employment Recruitment	unsuccessful apps, job adds Job descriptions – 1 year after Position filled or recruitment Cancelled	2014	GS062	S
I-9'S	retain for length of employment Plus 1 year	2012	GS031	S

Attachment: Admin 2016 (2545 : Destruction of Records)

For: 2016 – To Be Taken To the Board

Record	Retention Period (Yrs)	Destroy Through	RS	DM
<u>General Administrative Records</u>				
Staff Notes	3 years	2015	GS085	NS
Special Events	5 years	2011	1401	NS
Safety Training Records	5 years	2009	GS064	NS
Employee Medical Records	7 years after separation	2008	GS027	S
Drug Testing Records	7 years after separation	2008	GS043	S
Requests for Information	3 years after disposition	2007	GS049	NS
Worker's Comp	10 years after case closed or Last action 3 years if no action taken			
Bid Records	Bids accepted-5 years after contract expiration, rejected-3yrs	2010	GS055	NS
Financial Disclosures	Retain 5 years	2007	028.008	S
Benefit Payments	3 years after completion of audit	2012	GS007	S
Timesheets and Leave Requests	3 years	2012	GS028 & 029	S
Payroll Calculations & Reports	5 years (Exception-YTD file)	2010	GS068	S
Wage and Tax Statements	5 years	2010	GS033	S

Attachment: Admin 2016 (2545 : Destruction of Records)



City of

Harrisonville

est.
1836

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

June 13, 2017

I am requesting the Board of Aldermen's approval for the annual destruction of records. The City Clerk's office follows the Missouri Municipal Records Manual and the State Retention Schedule. The following is a list of records to be destroyed with corresponding retention code following:

Budget Worksheets 2010 thru 2012 - GS004
 Aldermen Correspondence 2009 – GS021
 RQF Engineers 1999 – GS050
 Charter Communications Work Orders – GS060
 Long Range Advisory Group 1997 – GS021
 Financial Statements 1999, 2006, 2009 – GS028.008
 Clerk Correspondence Files 1997-2001– GS085
 Financial Disclosure 2008-2009 GS028.008
 Customer Complaints 2005-2010 – GS049
 Public Notices 2008-2011 – GS 022
 Visa bill 2008-2010 – GS008
 Overtime Reports 2010-2011 – GS068
 Bankruptcy notices 2010-2011 – GS0747
 Event permits 2009-2010 – GS1401
 Liability Claims 2011 – GS057
 MARCIT Certificates 2007 – GS056
 Roll off Service Complaints/contracts – GS085
 Vehicle inspections 2009-2010 street – GS067
 Payroll Time Sheets 2013 – GS068
 Series 1996 Revenue Bond Booklet – GS060
 Board & Agenda Packets 2009 – GS021
 Bid Packets 2008 & 2010 – GS060
 Charter Bankruptcy Papers – GS0747
 Notices – 2008-2012 – GS021
 Expired city agreements – GS060
 Safety Records 2008-2009 – GS064
 Staff Notes 2010-2011 – GS085
 Fireworks Permits 2006-2009 – GS050
 Auction Surplus List 2008 – GS 060
 General Correspondence 2006-2011 – GS085
 Electric Rate Study 2008- GS050
 Delinquent tax listing 2009-2010 – GS 0747

A total of 9 boxes from City Clerk office.

Respectfully submitted:

Randall K. Jones
 City Clerk

Attachment: destruction of records 2017 (2545 : Destruction of Records)

HARRISONVILLE POLICE DEPARTMENT MEMORANDUM

TO: Randy Jones
FROM: Christopher Osterberg
RE: Destruction of Records
DATE: June 14, 2017
CC: John Hofer, File

I am formally requesting the Board of Alderman's approval of the annual destruction of Police records. The Police Department follows the "Missouri Municipal Records Manual" and the Missouri Secretary of State Retention and Destruction Schedules for this determination. The attached destruction log lists the records to be destroyed and the method of destruction.

Attachment: destruction of records 2017 (2545 : Destruction of Records)

A police badge from the Harrisonville Police Department, Missouri. The badge is circular with a central seal featuring a landscape with a rising sun and mountains. The text "OFFICER" is at the top, "HARRISONVILLE" is on a banner across the seal, "POLICE DEPT." is on a banner below the seal, and "MO" is at the bottom. There are handwritten initials "J. P. [unclear]" at the top right of the badge.

QUANTITY	TYPE OF RECORDS	YEAR	RETENTION
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[illegible]

Method of Destruction: Shred

Attachment: destruction of records 2017 (2545 : Destruction of Records)

City of Harrisonville

Finance Department

Memo

To: Randy Jones, City Clerk
From: Marcella McCoy, Finance Director
Date: 6/14/2017
Re: Authorization request for records destruction for the year ending 2016

I am formally requesting the Board of Alderman's approval for the annual destruction of some finance department records for the year ending 2016. The finance department follows the State of Missouri Secretary of State's retention guidelines for this determination; in a few instances we keep some records longer than the State's recommended requirements.

TYPE OF RECORD	DATE	Retention Source
PETTY CASH RECORDS	2013	(GS 011 & GS 070)
BANK RECORDS: DEPOSIT SLIPS & COPIES OF RETURNED ITEMS-PLEDGE REPORTS	2013	(GS 010)
MATURED INVESTMENTS INVESTMENT BALANCING	2013	(GS010)
AIRPORT HANGAR RECEIPTS & MISC AIRPORT RECEIPTS	2015	(GS 008)
NON RECORDS: MUNICIPAL COURT BOND BANK RECONCILIATIONS, PREPAID INSURANCE WORKPAPERS, MONTHLY TRANSFERS, REVENUE REPORT FOR ELE FRANCHISE FEE, M & M, EMS & COMMUNITY CENTER A/R BALANCING, INTEREST ALLOCATION, AUDIT & CAFR WORKPAPERS (KEEP AUDIT ADJUSTING ENTRIES PERMANENTLY)	2013	(COA)
PURCHASE ORDERS & SALE TAX REMITTANCE	2014	(GS 007)
INSURANCE POLICY RECORDS WORKER'S COMPENSATION PREMIUM CALCULATION & PAYMENT	2008 & OLDER	(GS 056)

C:\Users\rjones\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\QT8Q7UFU\2017-FINANCE
 RECORDS DESTRUCTION
 REQUEST.docC:\Users\rjones\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\QT8Q7UFU\2017-
 FINANCE RECORDS DESTRUCTION REQUEST.doc

Attachment: destruction of records 2017 (2545 : Destruction of Records)

Cigarette Taxes

2010

0742

Attachment: destruction of records 2017 (2545 : Destruction of Records)

HARRISONVILLE MUNICIPAL COURT MEMORANDUM

TO: Randy Jones

FROM: Raschelle Perry, Court Clerk

RE: Authorization request for records destruction 2003 through 2014

DATE: June 13, 2017

CC: Judge Anderson, File

I am formally requesting the Board of Alderman's approval for the annual destruction of Municipal Court records for years 2003 through 2014. The Municipal Court follows the Office of State Court Administrator's guidelines and Court Operating Rule 8 for this determination. Listed below are the requested records to be destroyed and the method of destruction.

<u>TYPE OF RECORDS</u>	<u>DATE</u>	<u>RETENTION SOURCE</u>	<u>METHOD</u>
Open/Closed Citations A-F	2012	Court Operating Rule 8	Shred
Open/Closed Citations G-Mc	2012	(COR8)	S
Open/Closed Citations M-R	2012	(COR8)	S
Open/Closed Citations S-Z	2012	(COR8)	S
Open/Closed Citations A-C	2013	(COR8)	S
Open/Closed Citations D-He	2013	(COR8)	S
Open/Closed Citations He-Mc	2013	(COR8)	S
Open/Closed Citations Ma-R	2013	(COR8)	S
Open/Closed Citations S-Z	2013	(COR8)	S
Open/Closed Citations A-Z	2003	(COR8)	S
Open/Closed Citations A-Z	2004	(COR8)	S
Financial Records Jan-Apr	2010	(COR8)	S

Attachment: destruction of records 2017 (2545 : Destruction of Records)

<u>TYPE OF RECORDS</u>	<u>DATE</u>	<u>RETENTION SOURCE</u>	<u>METHOD</u>
Financial Records May-Aug	2010	(COR8)	S
Financial Records Sept-Dec	2010	(COR8)	S
Financial Records Jan-May	2011	(COR8)	S
Financial Records June-Sept	2011	(COR8)	S
Financial Records Oct-Dec	2011	(COR8)	S
Financial Records Jan-May	2006	(COR8)	S
Financial Records Jun-Aug	2006	(COR8)	S
Financial Records Sept-Dec	2006	(COR8)	S
Financial Records Oct-Dec	2007	(COR8)	S
Financial Records May-Sept	2007	(COR8)	S
Check Stubs	01/08-08/09	(COR8)	S
Final Dockets	2011	(COR8)	S
Final Dockets	2010	(COR8)	S
Final Dockets	2006	(COR8)	S
Final Dockets	2008	(COR8)	S
Final Dockets	2009	(COR8)	S
Final Dockets	2007	(COR8)	S
Citation Registers	2004	(COR8)	S
Citation Registers	2005	(COR8)	S
Citation Registers	2006	(COR8)	S

Attachment: destruction of records 2017 (2545 : Destruction of Records)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 12, 2017
SUBJECT: Police Dent Bid Res.

Type of Item: *Approval*

On February 28, 2017 a hail storm passed through Harrisonville causing damage to multiple buildings and vehicles. The police department had 9 vehicles damaged and we have determined only 4 are new enough to necessitate repair. We advertised the bid in mid May, sent out notices to those who had provided early quotes and received one bid on Monday, June 12, 2017.

Staff is recommending approval of the single bid:

JP Collision Co. \$18,218.27 (total).

This is an unbudgeted item covered by insurance claim.

B. Action Item (ID # 2540)

Police Dent Bid Res.

Attachments:

Police Dent Repair Bid (PDF)

Dent Repair Bid Specs (PDF)

CITY OF HARRISONVILLE BID TABULATION

Subject: Dent Repairs

DATE: 6-12-17

TIME: 2:00 pm

Budget Amount \$

Anticipated Trade-In - \$

Net Budget Amt. \$

Acct. No.

DEPT: Police

CONTRACTOR: NOTES: ALTERNATIONS: BREAKDOWN: BID: PONDS, ETC.

JP's Collision

2015 Ford Police Interceptor

\$ 5025.05

JP's Collision

2013 Ford Explorer

\$ 4655.77

JP's Collision

2017 Ford Escape

\$ 3895.32

JP's Collision

2011 Ford Fusion

\$ 4642.13

Grand

Total \$ 18,218.27

City Clerk: [Signature]

Date: 6-12-17

→ NO other bids received ←



JP'S COLLISION CO.

QUALITY IS NEVER AN ACCIDENT
2500 ANACONDA RD, HARRISONVILLE, MO 64701
Phone: (816) 380-5365

Workfile ID: 7304ab34
Federal ID: 43-1915214

6.B.a

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

Written By: Jeff Parham

Insured: POLICE, HARRISONVILLE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

POLICE, HARRISONVILLE
(816) 380-8929 Day

Inspection Location:

JP'S COLLISION CO.
2500 ANACONDA RD
HARRISONVILLE, MO 64701
Repair Facility
(816) 380-5365 Day

Insurance Company:

VEHICLE

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Flex Fuel Sequential MPI

VIN: 1FAHP2MXFG109142

Interior Color:

Mileage In:

Vehicle Out:

License: HPD272

Exterior Color:

Mileage Out:

State:

Production Date: 7/2014

Condition:

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors

Tinted Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: **POLICE, HARRISONVILLE**

Job Number:

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Flex Fuel Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	*	Subl LT Fender Note: PDR		1	<u>200.00</u> X		
3	*	Subl RT Fender Note: PDR		1	<u>150.00</u> X		
4		TRUNK LID					
5	*	Rpr Trunk lid all w/o spoiler				<u>6.0</u>	2.3
6		Add for Clear Coat					0.9
7		ROOF					
8	*	Rpr Roof panel Note: INCLUDES R&I LIGHT BAR				<u>16.0</u>	3.0
9		Overlap Major Non-Adj. Panel					-0.2
10		Add for Clear Coat					0.6
11		HOOD					
12		Repl Hood	DG1Z16612A	1	920.80	1.4	3.0
13		Overlap Major Non-Adj. Panel					-0.2
14		Add for Clear Coat					0.6
15		Add for Underside(Complete)					1.5
16		Add for Clear Coat					0.3
17		QUARTER PANEL					
18	*	Subl LT Quarter panel Note: PDR		1	<u>350.00</u> X		
19	*	Subl RT Quarter panel Note: PDR		1	<u>150.00</u> X		
20		REAR DOOR					
21		Repl RT Belt w/strip	AG1Z5425596A	1	117.78	0.3	
22	*	Subl LT Door shell Note: PDR		1	<u>225.00</u> X		
23		FRONT DOOR					
24		Repl LT Belt w/strip	AG1Z5421453A	1	116.47	0.3	
25		FRONT LAMPS					
26		R&I RT R&I headlamp assy				0.3	
27		R&I LT R&I headlamp assy				0.3	
28	#	Repl CORROSION PROTECTION		1	10.00	0.4	
29	#	Refn COVER CAR TO PREVENT OVERSPRAY					0.5
30	#	Subl HAZARDOUS WASTE DISPOSAL		1	5.00 X		
31	#	Refn SPRAY OUT CARD					0.5
SUBTOTALS					2,245.05	25.0	12.8

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Flex Fuel Sequential MPI

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,165.05
Body Labor	25.0 hrs	@	\$ 60.00 /hr	1,500.00
Paint Labor	12.8 hrs	@	\$ 60.00 /hr	768.00
Paint Supplies	12.8 hrs	@	\$ 40.00 /hr	512.00
Miscellaneous				1,080.00
Subtotal				5,025.05
Sales Tax	\$ 1,677.05	@	7.8500 %	131.65
Grand Total				5,156.70
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				5,156.70

THANK YOU FOR TRUSTING JP'S COLLISION WITH YOUR VEHICLE ESTIMATE.

THIS ESTIMATE IS BASED ON OUR VISUAL INSPECTION, AND DOES NOT COVER ADDITIONAL PARTS OR LABOR REQUIRED TO COMPLETE REPAIRS. ANY SIGNIFICANT ADDITIONAL PRICING WILL BE DISCUSSED WITH YOU PRIOR TO CONTINUATION OF REPAIRS.

JP'S COLLISION OFFERS A CONDITIONAL GUARANTEE ON ALL WORKMANSHIP. PARTS CARRY THE MANUFACTURERS WARRANTY.

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Total
~~5,156.70~~
 18,218.27

Preliminary Estimate

Customer: POLICE, HARRISONVILLE**Job Number:**

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Flex Fuel Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2JN10, CCC Data Date 6/9/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)



JP'S COLLISION CO.

QUALITY IS NEVER AN ACCIDENT
2500 ANACONDA RD, HARRISONVILLE, MO 64701
Phone: (816) 380-5365

Workfile ID: 4ce21325
Federal ID: 43-1915214

6.B.a

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

Written By: Jeff Parham

Insured: POLICE, HARRISONVILLE Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact:

Owner: POLICE, HARRISONVILLE
(816) 380-8929 Day
Inspection Location: JP'S COLLISION CO.
2500 ANACONDA RD
HARRISONVILLE, MO 64701
Repair Facility
(816) 380-5365 Day
Insurance Company:

VEHICLE

2013 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Electronic Fuel Injection

VIN: 1FM5K8AR0DGA93963 Interior Color: Mileage In: Vehicle Out:
License: SJ4Y1K Exterior Color: Mileage Out:
State: Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control

Stability Control

Front Side Impact Air Bags
Head/Curtain Air Bags

SEATS

Cloth Seats
Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: **POLICE, HARRISONVILLE**

Job Number:

2013 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	Repl	Hood (ALU)	BB5Z16612A	1	1,206.77	1.1	3.0
3		Add for Clear Coat					1.2
4		Add for Underside(Complete)					1.5
5		Add for Clear Coat					0.3
6		FENDER					
7	*	Subl RT Fender		1	<u>150.00</u> X		
		Note: PDR					
8		FRONT DOOR					
9	*	Subl LT Door shell		1	<u>150.00</u> X		
		Note: PDR					
10	*	Subl RT Door shell		1	<u>200.00</u> X		
		Note: PDR					
11		QUARTER PANEL					
12	*	Subl RT Quarter panel		1	<u>375.00</u> X		
		Note: PDR					
13		REAR DOOR					
14	*	Subl RT Door assy		1	<u>325.00</u> X		
		Note: PDR					
15		ROOF					
16	*	Rpr Roof panel				<u>16.0</u>	4.0
17		Overlap Major Non-Adj. Panel					-0.2
18		Add for Clear Coat					0.8
19		R&I Roof rack				0.4	
20	#	Repl CORROSION PROTECTION		1	10.00	0.4	
21	#	Refn COVER CAR TO PREVENT OVERSPRAY					0.5
22	#	Subl HAZARDOUS WASTE DISPOSAL		1	5.00 X		
23	#	Refn SPRAY OUT CARD					0.5
SUBTOTALS					2,421.77	17.9	11.6

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: **POLICE, HARRISONVILLE**

Job Number:

2013 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Electronic Fuel Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,216.77
Body Labor	17.9 hrs	@	\$ 60.00 /hr	1,074.00
Paint Labor	11.6 hrs	@	\$ 60.00 /hr	696.00
Paint Supplies	11.6 hrs	@	\$ 40.00 /hr	464.00
Miscellaneous				1,205.00
Subtotal				4,655.77
Sales Tax	\$ 1,680.77	@	7.8500 %	131.94
Grand Total				4,787.71
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				4,787.71

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Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

2013 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Electronic Fuel Injection

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Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

**JP'S COLLISION CO.**

QUALITY IS NEVER AN ACCIDENT
2500 ANACONDA RD, HARRISONVILLE, MO 64701
Phone: (816) 380-5365

Workfile ID: 352ed96c
Federal ID: 43-1915214

Preliminary Estimate**Customer: POLICE, HARRISONVILLE****Job Number:**

Written By: Jeff Parham

Insured: POLICE, HARRISONVILLE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

POLICE, HARRISONVILLE
(816) 380-8929 Day

Inspection Location:

JP'S COLLISION CO.
2500 ANACONDA RD
HARRISONVILLE, MO 64701
Repair Facility
(816) 380-5365 Day

Insurance Company:**VEHICLE**

2017 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection

VIN: 1FMCU9GD2HUC81975

Interior Color:

Mileage In:

Vehicle Out:

License: CMIY57

Exterior Color:

Mileage Out:

State:

Production Date: 1/2017

Condition:

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
CD Player
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Positraction

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
California Emissions

TRUCK

Power Trunk/Gate Release

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: **POLICE, HARRISONVILLE**

Job Number:

2017 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	Repl	Hood	GJ5Z16612A	1	560.10	1.2	2.8
3		Add for Clear Coat					1.1
4		Add for Underside(Complete)					1.4
5		Add for Clear Coat					0.3
6		FRONT LAMPS					
7	R&I	RT R&I headlamp assy				0.3	
8	R&I	LT R&I headlamp assy				0.3	
9		ROOF					
10	*	Rpr Roof panel				<u>16.0</u>	3.4
11		Overlap Major Non-Adj. Panel					-0.2
12		Add for Clear Coat					0.6
13		FRONT DOOR					
14	Repl	LT Belt molding bright	CJ5Z7821453B	1	103.22	0.3	
15		QUARTER PANEL					
16	*	Subl LT Quarter panel		1	<u>375.00</u> X		
		Note: PDR INCLUDES ROOF RAIL					
17	*	Subl RT Quarter panel		1	<u>300.00</u> X		
		Note: PDR					
18		LIFT GATE					
19	*	Rpr Lift gate				<u>3.0</u>	2.1
20		Overlap Major Adj. Panel					-0.4
21		Add for Clear Coat					0.3
22		REAR LAMPS					
23	R&I	High mount lamp				0.2	
24	#	Refn COVER CAR TO PREVENT OVERSPRAY					0.5
25	#	Subl HAZARDOUS WASTE DISPOSAL		1	5.00 X		
26	#	Refn SPRAY OUT CARD					0.5
27	#	Repl CORROSION PROTECTION		1	10.00	0.4	
SUBTOTALS					1,353.32	21.7	12.4

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE
Job Number:

2017 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				673.32
Body Labor	21.7 hrs	@	\$ 60.00 /hr	1,302.00
Paint Labor	12.4 hrs	@	\$ 60.00 /hr	744.00
Paint Supplies	12.4 hrs	@	\$ 40.00 /hr	496.00
Miscellaneous				680.00
Subtotal				3,895.32
Sales Tax	\$ 1,169.32	@	7.8500 %	91.79
Grand Total				3,987.11
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				3,987.11

THANK YOU FOR TRUSTING JP'S COLLISION WITH YOUR VEHICLE ESTIMATE.

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Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

2017 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MK13, CCC Data Date 6/9/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)



JP'S COLLISION CO.

QUALITY IS NEVER AN ACCIDENT
2500 ANACONDA RD, HARRISONVILLE, MO 64701
Phone: (816) 380-5365

Workfile ID: a10012fd
Federal ID: 43-1915214

6.B.a

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

Written By: Jeff Parham

Insured: POLICE, HARRISONVILLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
POLICE, HARRISONVILLE
(816) 380-8929 Day

Inspection Location:
JP'S COLLISION CO.
2500 ANACONDA RD
HARRISONVILLE, MO 64701
Repair Facility
(816) 380-5365 Day

Insurance Company:

VEHICLE

2011 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline SMPI

VIN: 3FAHP0HA6BR202801
License: AC4P1B
State:

Interior Color:
Exterior Color:
Production Date: 11/2010

Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

6 Speed Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
RADIO
AM Radio
FM Radio

Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
SEATS
Cloth Seats

Bucket Seats
Reclining/Lounge Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Traction Control
Stability Control
Power Trunk/Gate Release

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

2011 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline SMPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	Repl	Hood	BE5Z16612A	1	753.97	1.7	2.8
3		Add for Clear Coat					1.1
4		Add for Underside(Complete)					1.4
5		Add for Clear Coat					0.3
6		FENDER					
7	*	Rpr RT Fender				2.0	2.0
8		Overlap Major Adj. Panel					-0.4
9		Add for Clear Coat					0.3
10	Blnd	LT Fender					1.0
11		ROOF					
12	R&I	RT Roof molding				0.5	
13	R&I	LT Roof molding				0.5	
14	*	Rpr Roof panel w/o sunroof				14.0	3.0
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.5
17		FRONT DOOR					
18	*	Subl LT Door shell w/o keyless lock pad		1	150.00 X		
		Note: PDR					
19	Repl	LT Belt w/strip chrome	6E5Z5421453BA	1	62.98	0.3	
20	*	Subl RT Door shell w/o keyless lock pad		1	200.00 X		
		Note: PDR					
21	Repl	RT Applique	6E5Z5420554AA	1	91.63	0.2	
22		TRUNK LID					
23	*	Subl Trunk lid w/o spoiler		1	375.00 X		
		Note: PDR					
24		QUARTER PANEL					
25	*	Subl RT Quarter panel		1	200.00 X		
		Note: PDR					
26		REAR DOOR					
27	Repl	RT Applique	6E5Z54255A34AA	1	84.82	0.2	
28	*	Subl RT Door assy		1	150.00 X		
		Note: PDR					
29	Repl	RT Belt w/strip chrome	6E5Z5425596C	1	92.73	0.3	
30	#	Repl CORROSION PROTECTION		1	10.00	0.4	
31	#	Refn COVER CAR TO PREVENT OVERSPRAY					0.5
32	#	Subl HAZARDOUS WASTE DISPOSAL		1	5.00 X		
33	#	Refn SPRAY OUT CARD					0.5
SUBTOTALS					2,176.13	20.1	12.6

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

2011 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline SMPI

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,096.13
Body Labor	20.1 hrs	@	\$ 60.00 /hr	1,206.00
Paint Labor	12.6 hrs	@	\$ 60.00 /hr	756.00
Paint Supplies	12.6 hrs	@	\$ 40.00 /hr	504.00
Miscellaneous				1,080.00
Subtotal				4,642.13
Sales Tax	\$ 1,600.13	@	7.8500 %	125.61
Grand Total				4,767.74
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				4,767.74

THANK YOU FOR TRUSTING JP'S COLLISION WITH YOUR VEHICLE ESTIMATE.

THIS ESTIMATE IS BASED ON OUR VISUAL INSPECTION, AND DOES NOT COVER ADDITIONAL PARTS OR LABOR REQUIRED TO COMPLETE REPAIRS. ANY SIGNIFICANT ADDITIONAL PRICING WILL BE DISCUSSED WITH YOU PRIOR TO CONTINUATION OF REPAIRS.

JP'S COLLISION OFFERS A CONDITIONAL GUARANTEE ON ALL WORKMANSHIP. PARTS CARRY THE MANUFACTURERS WARRANTY.

Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Preliminary Estimate

Customer: POLICE, HARRISONVILLE

Job Number:

2011 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline SMPI

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Attachment: Police Dent Repair Bid (2540 : Police Dent Bid Res.)

Dent Repair Bid Specifications

The Harrisonville Police Department is seeking bids for vehicle dent repair caused by the February 28, 2017 hail storm. The police dept. has four vehicles that need multiple dents repaired. Bids shall be submitted by Monday, June 12, 2017, 2:00 p.m. at Harrisonville City Hall where they will be opened and read aloud in the Council Chambers. Bids shall be submitted in a sealed envelope to the City Clerk, 300 E. Pearl St., Harrisonville, MO 64701 and labeled on the outside of the envelope "Police Vehicle Dent Bid."

Specifications regarding this bid are as follows:

- The following vehicles were damaged: 2011 Ford Fusion, 2017 Ford Escape, 2015 Ford Taurus, 2013 Ford Explorer.
- Remove or repair the dents. Contact Chief Hofer at 816-380-8929 to set up a time to view the vehicles.

Bidder must possess a city business license or apply for a license and include an IRS W-9 form.

Bidder must have Worker's Compensation Insurance.

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

The City reserves the right to accept or reject any or all bids and to waive any technicalities, irregularities, or informalities therein; to accept all or a portion of the bid submitted; and to determine which is the lowest, responsive, responsible bid as determined by the Board of Aldermen.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 12, 2017
SUBJECT: Swanson Hangar Lease

Type of Item: *Approval*

We have another hangar agreement ready for signature and requires a resolution for approval from the Board of Aldermen.

Council Bill No. 038

Resolution No.

A Resolution of the Board of Aldermen of Harrisonville, Missouri Authorizing the City Administrator to Execute the Attached Contract for a One Year Lease on Hangar Space at Lawrence Smith Memorial Airport between the City and Jeramie Swanson.

WHEREAS, the City of Harrisonville has hangar space available for lease at Lawrence Smith Memorial Airport, and

WHEREAS, Jeramie Swanson, 11346 Indiana Avenue, Kansas City, Missouri, wishes to lease hangar space at Lawrence Smith Memorial Airport

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

Section 1: That the City Administrator is hereby authorized to execute the attached contract for a one-year lease of hangar space at Lawrence Smith Memorial Airport with Jeramie Swanson.

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 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 19th day of June 2017

HANGAR LEASE AGREEMENT
CITY OF HARRISONVILLE
LAWRENCE SMITH MEMORIAL AIRPORT

LEASEE:

JERAMIE SWANSON

HANGAR:

#14

ADRESS:

11346 Indiana Ave.

Kansas City, MO. 64137

(816)-863-5040

jeramie.swanson@gmail.com

Contract Begin Date:

May 2017

Attachment: Swanson Hangar Lease (2539 : Swanson Hangar Lease)

**HANGAR LEASE AGREEMENT
CITY OF HARRISONVILLE
LAWRENCE SMITH MEMORIAL AIRPORT**

1. PREMISES.....	2
2. TERM.....	2
3. RENT.....	3
3.1. Initial Late Fee.....	3
3.2. Additional Penalty.....	3
3.3. Electric Usage.....	3
3.4. Additional Rent.....	3
3.5. City May Amend Monthly Basic Rent.....	3
4. SECURITY DEPOSIT.....	3
5. USE AND USE RESTRICTIONS.....	4
5.1. Permitted Uses of Premises and Airport Public Areas.....	4
5.2. Lessee Shall Not.....	5
6. CONDITION OF PREMISES.....	5
6.1. Lessee Accepts Premises "AS IS".....	5
6.2. No Representation As To Condition.....	5
7. REPAIRS AND MAINTENANCE.....	6
7.1. City Responsibility.....	6
7.2. Lessee Responsibility.....	6
8. ENTRY AND INSPECTIONS.....	6
9. INSURANCE.....	6
9.1. Lessee to Maintain General Liability Insurance.....	6
9.2. Lessee to Maintain Insurance to Protect Its Interests.....	7
10. LESSEE TO INDEMNIFY CITY.....	7
11. ALTERATIONS/MECHANICS LIENS.....	7
12. LESSEE SHALL NOT HOLD CITY AND AGENTS LIABLE.....	7
13. WAR OR NATIONAL EMERGENCY.....	8
14. UNRESTRICTED RIGHT TO AIR SPACE.....	8
15. LESSEE SHALL NOTIFY CITY OF NAME CHANGE.....	8
16. UTILITIES.....	8
17. TAXES.....	8
17.1. Personal property Taxes.....	8
17.2. Real Estate Taxes.....	8
18. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION/NON-DISCRIMINATION.....	8
18.1. Equal Employment Opportunity.....	8
18.2. Non-Discrimination.....	9
19. RESERVATIONS.....	9
20. TERMINATION.....	9
20.1. Premises Are Destroyed.....	9
20.2. Lessee Fails to Comply With Lease Terms.....	10
20.3. Termination of Lease.....	10
21. DEFAULT BY LESSEE – REMEDIES OF CITY.....	10
21.1. Default.....	10
21.2. Remedies.....	11
21.3. City's Legal Act No Waiver of Rent and Performance.....	12
22. HOLDOVER BY LESSEE.....	12
23. ABANDONMENT AND DISPOSAL OF PERSONAL PROPERTY BY CITY.....	12

24.	NOTICES.....	13
24.1.	City:.....	13
24.2.	Lessee:.....	13
25.	MISCELLANEOUS.....	13
25.1.	Assignment and Modification.....	13
25.2.	Cooperate to Accomplish Purpose:.....	13
25.3.	Compliance with Laws.....	13
25.4.	Quiet Enjoyment.....	14
25.5.	Subrogation of Lease.....	14
25.6.	Condemnation.....	14
25.7.	Lessee's Bankruptcy.....	14
25.8.	Attorney's Fees.....	14
25.9.	Headings; Construction.....	14
25.10.	Invalidity or Severability.....	15
25.11.	Waiver.....	15
25.12.	Governing Law.....	15
25.13.	Binding Effect.....	15
25.14.	Time of Essence.....	15
25.15.	Entire Agreement.....	15
25.16.	Counterparts.....	15

**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 **Jeramie Swanson**, an individual of Kansas City, 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. 14** 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 May, 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 **\$150.00 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 **May, 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 may 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 **Premises** 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

21.1. 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. Terminate this Lease at any time.

21.1. 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, monthly rental of twice the amount 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:

Jeramie Swanson 11346 Indiana Ave., Kansas City, MO. 64137
Jeramie.swanson@gmail.com

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

Lessee: _____, an individual,
and resident of the State of Missouri

By: _____
Happy Welch-City Administrator
Date: _____

By: _____
Date: _____

Lessee Billing Data:

City Clerk

By: _____
Date: _____

Attachment: Swanson Hangar Lease (2539 : Swanson Hangar Lease)

Lessor: City of Harrisonville,
a Missouri municipal corporation

Lessee: JERAMIE SWANSON an individual,
and resident of the State of Missouri

By: _____
Happy Welch-City Administrator
Date: _____

By: 
Date: 5/30/17

Lessee Billing Data:

City Clerk

By: _____
Date: _____

11346 INDIANA AVE.
KANSAS CITY, MO
64137

(816) 863-5060
Jeramie.Swanson@gmail.com

Attachment: Swanson Hangar Lease (2539 : Swanson Hangar Lease)



Customer No. 01305096
Certificate No. A-000041768

CERTIFICATE of INSURANCE

This certificate is issued to

City of Harrisonville
Lawrence Smith Memorial Airport
PO Box 367
Harrisonville, MO 64701

On behalf of Named Insured Tru Blue, LLC
11346 Indiana Ave
Kansas City, MO 64137

Insurer Old Republic Aerospace, Inc.

Issuing Insurer Policy No. PB 20571701

Policy Period October 4, 2016 to October 4, 2017

Insured Aircraft	Coverage	Limits of Liability
1966 PIPER PA-28-140, N7028R Serial No.: 28-21725	Single Limit Bodily Injury & Property Damage Liability	\$1,000,000 each occurrence limited to \$100,000 per passenger
	Aircraft Physical Damage	\$25,000 insured value Ground and Flight
Deductibles: \$0 in motion \$0 not in motion		

Additional Coverages or Agreements

- The Certificate Holder is included as an Additional Insured with respect to operations of the Named Insured.

This certificate is issued for information purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the Certificate Holder and the Named Insured. Notice is hereby given that AOPA Insurance Services is not the Insurer hereunder and shall not be held liable for any loss or damage. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to provide thirty (30) days advance notice to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

Date of Issue: May 30, 2017

By:

Brenda J. Janning
Authorized Representative

CERT AL-AL-COI-0
ZL

AOPA INSURANCE SERVICES
OFFICE 1995 MIDFIELD ROAD WICHITA, KS 67209
MAIL P.O. BOX 9170 WICHITA, KS 67277
P 800-622 AOPA[2672] F 316 942 0091
aopainsurance.org

CONFIDENTIAL

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Attachment: Swanson Hangar Lease (2539 : Swanson Hangar Lease)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 6, 2017
SUBJECT: Excalibur Nuisance Contract

Type of Item: *Approval*

Excalibur was approved as the nuisance abatement contractor for high weeds and rubbish removal. This is the contract approval for the city and Excalibur. All necessary paperwork has been submitted and signed by contractor.

Council Bill No. 039

Resolution No.

A Resolution of the Board of Aldermen of Harrisonville, Missouri to Authorize the City Administrator to Execute a Contract with Excalibur Contracting for Nuisance Abatement Services.

Whereas the City of Harrisonville Missouri has need of a contractor to provide nuisance abatement services, and

Whereas, funds for such a contractor are included in the 2017 budget, and

Whereas, a notice was posted and bids were accepted for this service to the city, and

Whereas, Excalibur Contracting was determined to be the lowest and best bidder

Now Therefore, Be It Resolved by the Board of Aldermen of the City of Harrisonville

Section 1: That the city administrator is hereby authorized to execute the attached contract with Excalibur Contracting for nuisance abatement services as directed within the City of Harrisonville for a period of three years, beginning June 6, 2017.

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 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 19th day of June 2017

**CITY OF HARRISONVILLE
CONTRACT AGREEMENT FOR
ABATEMENT OF HEALTH & ENVIRONMENTAL NOTICES**

1. Scope of Services.	2
2. Term.	3
3. Contractor General Responsibilities.	3
3.1. Contractor Shall Perform Services in Workmanlike Manner.	3
3.2. Contractor Shall Render Services as Instructed.	3
3.3. Contractor Shall Furnish All Equipment.	3
3.4. Contractor Shall Perform Work In Safe Manner.	3
3.5. Contractor Shall Restore Property.	3
3.6. Contractor Shall NOT Permit Mechanics Liens.	3
4. Payment For Contractor's Services.	3
5. Contractor's Is an Independent Contractor.	4
6. Insurance.	4
6.1. Contractor to Maintain General Liability Insurance.	4
6.2. Contractor to Maintain Insurance to Protect Its Interests.	4
7. Contractor to Indemnify City.	4
8. Contractor Shall Notify City of Name Change.	5
9. Equal Employment/Affirmative Action/Non-Discrimination.	5
9.1. Equal Employment Opportunity.	5
9.2. Non-Discrimination.	5
10. Termination.	5
10.1. Contractor Fails to Comply With Contract Terms.	5
10.2. Termination of Contract.	6
11. Default by Contractor – Remedies of City.	6
11.1. Default.	6
11.2. Remedies.	6
11.3. City's Legal Act No Waiver of Failure of Performance.	7
12. Notices.	7
12.1. City:	7
12.2. Contractor:	7
13. Authority to Sign.	7
14. Miscellaneous.	8
14.1. Assignment and Modification.	8
14.2. Cooperate to Accomplish Purpose:	8
14.3. Compliance with Laws.	8
14.4. Contractor's Bankruptcy.	8
14.5. Attorney's Fees.	8
14.6. Headings; Construction.	8
14.7. Invalidity or Severability.	9
14.8. Waiver.	9
14.9. Governing Law.	9
14.10. Binding Effect.	9

14.11.	Time of Essence.	9
14.12.	Entire Agreement.....	9
14.13.	Counterparts.	9

CONTRACT AGREEMENT FOR ABATEMENT OF HEALTH & ENVIRONMENTAL NOTICES

THIS CONTRACT is entered into effective the ____ day of _____, 2017, between the City of **Harrisonville, Missouri**, a municipal corporation of the State of Missouri, (hereinafter “**City**”) acting through its duly authorized City Administrator, and _____, an _____ (individual or company, state which, and if company what type and state where registered) of _____ (address) _____, (City) Missouri _____ (zip) (hereinafter “**Contractor**”).

Witnesseth:

Whereas, in accordance with law, the **City** has caused contract documents to be prepared and an Advertisement calling for bids to be published (“**Advertisement**”), for the Abatement of Health and Environmental Notices; and

Whereas, the **Contractor**, in response to the **Advertisement** has submitted to the **City**, in the manner and at the time specified, a sealed bid in accordance with the terms of the **Advertisement**; and

Whereas, the **City**, in the manner prescribed by law, has publicly opened, examined, and canvassed the bid(s) submitted, and has determined the aforesaid **Contractor** to be the lowest and best bidder for the work and has duly awarded to the said **Contractor** a contract therefore, for the sum or sums named in the **Contractor’s** bid. A copy of the Bid Form, designated Schedule A, is attached hereto, and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the **Contractor** and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the **City** for itself, and its successors, and the **Contractor** for itself, himself, or themselves, its, his or their successors, assigns, executors and administrators, as follows:

1. Scope of Services.

The **City** and **Contractor** shall agree on the scope of services to be performed by **Contractor** that shall be specified in detail on “Schedule A – Scope of Services” (“**Scope of Services**”) attached hereto and incorporated by reference. The parties hereto shall both show their agreement to the **Scope of Services** by signing said Schedule A.

2. Term.

The term of this **Contract** shall begin the 6th day of June, 2017;

☐ and shall terminate on the ____ day of _____, 201__, unless sooner terminated as provided herein.

☒ for a term of 3 years and continuing on a month to month basis until such time as written notice of termination is provided by either party.

The **City** or **Contractor** may terminate this contract, with or without cause, by delivering written notice of termination not less than thirty (30) days prior to the effective date of termination, unless immediate termination is permitted according to the terms herein.

3. Contractor General Responsibilities.

3.1. Contractor Shall Perform Services in Workmanlike Manner.

Contractor shall perform all services and duties in a good and workmanlike manner consistent with all industry standards.

3.2. Contractor Shall Render Services as Instructed.

Contractor shall render services at such locations and during such hours as shall be determined by **City**, provided, that all services are rendered in a manner that is consistent with the **City's** requirements and the timely completion of the project.

3.3. Contractor Shall Furnish All Equipment.

The **Contractor** shall furnish all equipment, supplies, fuel, employees, and labor necessary to perform the contract requirements.

3.4. Contractor Shall Perform Work In Safe Manner.

The **Contractor** shall perform work in a safe manner, maintain equipment in a safe condition, shall not endanger individual's property, or damage trees, shrubs, or any personal property.

3.5. Contractor Shall Restore Property.

The **Contractor** shall pick up and properly dispose of trash, debris, limbs, rubbish or any other refuse, before mowing or performing any work under this **Contract**, and shall reasonably return the property to same condition as before **Contractor's** work, except as to the clean-up work that is part of the **Scope of Services**.

3.6. Contractor Shall NOT Permit Mechanics Liens.

Contractor shall not make or suffer any mechanics liens or any other type of lien to be filed as a result of any work performed by **Contractor**.

4. Payment For Contractor's Services.

The **City** will pay the **Contractor** for the performance of the **Scope of Services**, within thirty (30) days, for the previous month's properly completed **Scope of Services** if all conditions

of this **Contract** are fulfilled, provided the **Contractor's** invoice is received by the **City** on or by the first of the month, as specified below:

- ☐ the sum of _____ per hours of Scope of Services performed; or
☒ as specified in Schedule A attached hereto.

5. **Contractor's Is an Independent Contractor.**

It is understood and agreed that the intention of the parties is that **Contractor** is an independent contractor. Furthermore, this **Contract** does not cause **Contractor** to be an employee, agent, or partner of **City** for any reason whatsoever. **Contractor** also hereby agrees that he/she/it is solely responsible for their acts and the acts of **Contractor's Agents** while **Contractor** is engaged in the performance of services under this **Contract**.

6. **Insurance.**

6.1. **Contractor to Maintain General Liability Insurance.**

Contractor shall procure and maintain in force, without cost or expense to **City**, on or before the commencement date of the **Contract** and throughout the **Contract** term, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the performance of this **Contract** 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**. **Contractor** shall provide **City** with a certificate or certificates of such insurance within ten (10) days of the execution of this **Contract**.

All policies of insurance herein shall be in a form and from a company or companies approved by the **City**, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or cancelled by the insurer during its term without first giving 30 days advance written notice to the **City**.

6.2. **Contractor to Maintain Insurance to Protect Its Interests.**

Contractor, at its sole cost and expense, shall obtain and maintain such insurance as **Contractor** deems necessary in order to protect its interest, employees, equipment and property in connection with **Contractor's** performance of this **Contract**. The **City** shall have no responsibility or obligation whatsoever to provide **Contractor** with any insurance or policies of indemnity in connection with **Contractor's** performance of this **Contract**, and shall not be responsible for any damage, loss or injuries with respect to **Contractor's** interest, employees, equipment and property in connection with **Contractor's** performance of this **Contract**.

7. **Contractor to Indemnify City.**

Contractor shall indemnify and hold harmless the **City**, its agents, officers, representatives, public officials and employees from all loss, damages, and against all claims, demands, causes of action, suits, attorney's fees, court costs, 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 performance by **Contractor**, its agents, subcontractors, servants, employees (collectively "**Contractor's Agents**"), under this lease or by reason of any negligence, act or omission of **Contractor** or **Contractor's Agents**.

8. Contractor Shall Notify City of Name Change.

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

9. Equal Employment/Affirmative Action/Non-Discrimination.

In the event of a breach of any of the non-discrimination or equal opportunity covenants, the **City** shall have the right to terminate this **Contract**.

9.1. Equal Employment Opportunity.

The **Contractor** 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.

9.2. Non-Discrimination.

Contractor, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, 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 performance by **Contractor** of this **Contract**. **Contractor** further agrees to furnish all services required by this **Contract** 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, the State of Missouri or its agencies to adopt additional or amended provisions, including discrimination provisions, concerning the performance of this **Contract** and **Contractor** agrees that it does adopt such requirements as a part of this **Contract**.

10. Termination.

10.1. Contractor Fails to Comply With Contract Terms.

Contractor agrees that in the event of failure to comply with the terms and conditions of this **Contract** **Contractor** shall be considered in default and this **Contract**, at the option of the **City**, shall terminate. Failure of the **City** to declare this **Contract** terminated upon default of **Contractor** for any of the reasons set out by the **City** shall not operate to bar, destroy, or waive the right of the **City** to terminate this **Contract** by reason of any subsequent violation of the terms hereof.

10.2. Termination of Contract.

Upon any termination of this **Contract**, whether by lapse of time or otherwise, the **Contractor** shall immediately cease performing the **Scope of Services**, unless otherwise directed by the **City**. In the event that **Contractor** leaves or abandon's any of its equipment, tools, or supplies ("**Contractor's Property**") in the **City** right-of-way, on **City** property, or upon the property of a resident of Harrisonville, the **City** shall have the right to immediately place **Contractor's Property** in storage at the expense of and for the account of **Contractor**, all without further demand or notice to **Contractor** and without being liable to prosecution or any claim for damages with or without due process of law. The **Contractor** will remove all of **Contractor's Property** from **City** right-of-way, that is on **City** property, or is upon the property of a resident of Harrisonville by the last day of the term or upon any termination of the **Contract**.

11. Default by Contractor – 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 **Contract** 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.

11.1. Default.

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

11.1.1. Failure to perform or observe any provision, condition or covenant of **Contractor** as set forth in this **Contract** for a period of ten (10) days following mailing of written notice addressed to the **Contractor** 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 **Contractor** to have commenced its cure within the said period and thereafter continue in a commercially diligent manner towards the correction thereof;

11.1.2. The filing by or against **Contractor** of a petition to be adjudged bankrupt;

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

11.1.4. The appointment of a receiver or trustee to take possession of substantially all of the assets of **Contractor**.

11.2. 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 **Contractor** in

breach of this **Contract** by giving written notice thereof: whereupon, **City** shall have any and all rights of recovery which may be available through procedures at law or in equity.

11.3. City's Legal Act No Waiver of Failure of Performance.

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

12. 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 **Contractor** or to the **City**.

12.1. City:

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

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

or such other address as **City** may designate in writing to **Contractor**.

12.2. Contractor:

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

Excalibur Contracting (name)
2501 SE Outer Rd (address)
Harrisonville, MO 64701, (city, state, zip)

or such other address as **Contractor** may designate in writing to **City**.

13. Authority to Sign.

Contractor and **City** each represent and warrant to the other that the person or entity signing this **Contract** on behalf of such party is duly authorized to execute and deliver this **Contract** and to legally bind the party on whose behalf this **Contract** is signed to all of the terms, covenants and conditions contained herein. **Contractor** shall remain during the **Contract** term in good standing under the Laws of the State in which it was organized and affirms **Contractor** is duly qualified to do business in the State of Missouri.

14. Miscellaneous.

14.1. Assignment and Modification.

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

14.2. Cooperate to Accomplish Purpose:

The parties hereto shall cooperate to accomplish the intended purpose of this **Contract**, 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 **Contract**.

14.3. Compliance with Laws.

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

14.4. Contractor's Bankruptcy.

If **Contractor** 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, immediately terminate this **Contract**. Notwithstanding such Contract termination by **City**, **Contractor** shall nevertheless remain liable to **City** for the terms and conditions of this **Contract**. This **Contract** shall not, nor shall any interest therein, be assignable as to the interest of the **Contractor** by operation of the law, nor included as an asset in **Contractor's** bankrupt estate.

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

14.6. Headings; Construction.

The headings that have been used throughout this **Contract** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Contract**. Words of any gender used in this **Contract** 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 **Contract** shall refer to the entire **Contract** 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.

14.7. Invalidity or Severability.

If any one or more of the provisions of this **Contract**, 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 **Contract** and all other applications of any such provision shall not be affected thereby.

14.8. Waiver.

No waiver of any default by **Contractor** 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 **Contract** by **City** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14.9. Governing Law.

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

14.10. Binding Effect.

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

14.11. 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.

14.12. Entire Agreement.

This **Contract** 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 **Contract** shall be valid or binding unless reduced to writing and signed by the parties hereto. No course of dealing between the parties will modify, amend, waive or terminate any provision of this **Contract** or any rights or obligations of any party under or by reason of this **Contract**.

14.13. Counterparts.

To facilitate execution, this **Contract** 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 Contract on the date and year first above written.

City of Harrisonville,
a Missouri municipal corporation

Contractor: Excalibur Contracting, an
individual, and resident of the State of
Missouri

By: Mike Johnson

Date: _____

Date: 6/6/17

City Administrator

Attest:

Natalie Johnson

By: **Happy Welch**

By:

Attest City Clerk:

Title:

Office Manager

By: Randall Jones

Date: _____

Attachment: Excalibur Weed-Trash Contract (2537 : Excalibur Nuisance Contract)

SCHEDULE A
SCOPE OF SERVICES

CITY OF HARRISONVILLE
CONTRACT AGREEMENT FOR
Weeds and Trash Abatement

The following provisions have been incorporated by reference in, and made a part of, the Contract Agreement to which this Schedule A is attached.

Rate Per Man Hour: \$28.50

Of Employees: 9

Insurance Company: Farmer's Insurance

Equipment To Be Used:

Brand	Description	Size	# of Units
Toro	6m 4000	11ft	1
John Deere	Z950A	72"	2
Bobcat	T590		1
2015 Ford	F350		1
Toro	Grand Stand	52"	1
	Weed Trimmers		

City of Harrisonville,
a Missouri municipal corporation

Contractor: _____, an
individual, and resident of the State of
Missouri

By: _____

By: Mike Johnson

Date: _____

Date: 6-6-17



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 6, 2017
SUBJECT: Market Place Storage Res.

Type of Item: *Approval*

Weststar Development wants to build climate controlled storage in the Market Place TIF Development on the southwest corner of the Commercial St. property. The use is over the 20% non-retail allowable amount as approved in the TIF agreement that started in 2007. The building will include 7-1500 square foot storefronts and the exterior will match the current building style. The total building square footage will be around 70,000 square feet with 60,000 square feet of climate controlled storage. The Board of Aldermen can approve or not allow based on the TIF agreement. Storage is an allowed use in the C-2 Zone.

Commerce Bank has advised us that they are not a party to the TIF agreement and that they hope the city will make the best decision for the development.

Council Bill No. 040

Resolution No.

**A Resolution Authorizing the Developer of the Harrisonville Market Place Tax
Increment Financing Plan to Lease a Portion of the Redevelopment Project Area to
a Non-Sales Tax Generating Business**

WHEREAS, the Harrisonville Market Place Tax Increment Plan (the “Redevelopment Plan”) was approved by the Board of Alderman (“Board”) of the City of Harrisonville, Missouri (“City”) by Ordinance No, 2982 on March 19, 2007;

WHEREAS, the First Amended and Restated Redevelopment Agreement of the Redevelopment Plan was entered into between the City and Developer Harrisonville MP, Inc. (“Original Developer”) on February 2, 2009 (“Amended Redevelopment Agreement”);

WHEREAS, the Amended Redevelopment Agreement provides under section 13. F. that the “Developer shall not, without City approval, sell or lease any portion of the Redevelopment Project Area to a non-sales tax generating business...”;

WHEREAS, during the more than ten years since the Redevelopment Plan was approved, neither the Original Developer, nor the current Developer has been able to successfully lease Lot 3 of the Redevelopment Area (“Lot 3”) to a sales tax generating business, the current Developer has stated in a Work Session and in public testimony to the Board that there are no reasonable prospects to lease Lot 3 to a sales tax generating business, and Lot 3 continues to be vacant;

WHEREAS, the current Developer desires to build on Lot 3 60,100 square feet of 2-story climate controlled storage, which is a non-sales tax generating business, seven (7) retail spaces totaling 8,500 square feet (“Proposed Development Concept”), a 1.5 acre lot for a fast food business, and seeks approval by the Board for its Proposed Development Concept;

WHEREAS, the property tax currently generated by Lot 3 is \$6,252 per year, and the Proposed Development Concept once developed, if approved by the Board, will generate up to an estimated \$106,895 in taxes per year, that will be applied to the tax increment financing payments;

WHEREAS, the holder of the debt issued to develop the Redevelopment Project Area, Commerce Bank, has been notified by the City of the current Developer’s Proposed Development Concept, and has not stated its objection to the Board’s approval of the Proposed Development Concept despite the language of section 13. F. of the Amended Redevelopment Agreement;

WHEREAS, the current Developer has had meetings with City Staff, appeared and made presentations at Board meetings and a Board Work Session explaining the Proposed Development Concept and why it is unreasonable to lease Lot 3 to only a sales tax generating business, and requests the Board approve the development of Lot 3 as a non-sales tax generating business pursuant to the Proposed Development Concept;

WHEREAS, the current Developer has stated that it will use its best efforts to lease the remainder of the Redevelopment Project Area to sales tax generating businesses; and

WHEREAS, the Board after multiple hearings to review the Proposed Development Concept, consideration of the age of the development, the lack of sales tax business generating prospects for Lot 3, new tax revenues to be generated by the Proposed Development Concept, the lack of objection by Commerce Bank, and the impact to the City and citizens of the City if Lot 3 remains vacant, believes it is in the best interest of the City to approve the Proposed Development Concept and to allow the development of Lot 3 as a non-sales tax generating business.

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

Section 1: That the Board approves the said Proposed Development Concept for the Harrisonville Market Place Tax Increment Plan, and the development by the current Developer of Lot 3 as a non-sales tax generating business.

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 19th day of June, 2017.

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

ATTEST:

Randy Jones, City Clerk

WITNESS my hand this 19th day of June, 2017.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 13, 2017
SUBJECT: Defacing Firearm Ordinance

Type of Item: *Approval*

We currently have an ordinance (215.860) that addresses defacing firearms. We would like to include the following verbiage to address the possession of a firearm that has the serial number defaced. We recently had a subject in possession of a defaced firearm that we could not charge. The proposed ordinance would look as follows: (New verbiage is shown in red)

Section 215.860 Defacing Firearm - Possession of A Defaced Firearm.

A. A person commits the offense of defacing a firearm if he/she knowingly defaces any firearm.

B. It shall be unlawful for any person to knowingly be in possession of a firearm which has been defaced.

Council Bill No. 041

Ordinance No.

**An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to
Amend Chapter 215.860 regarding Defacing Firearms.**

WHEREAS, the City wishes to amend Chapter 215.860, Defacing Firearms, of the City of Harrisonville Code of Ordinances

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

Section 1: That Chapter 215.860 of the Harrisonville Code of Ordinances is hereby amended to read as follows:

Section 215.860 Defacing Firearm - Possession of a Defaced Firearm

- A. A person commits the offense of defacing a firearm if he/she knowingly defaces any firearm.
- B. It shall be unlawful for any person to knowingly be in possession of a firearm which has been defaced.

Section 2: That this ordinance shall become effective immediately for the City of Harrisonville.

Section 3: Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Read one time by title only on June 19, 2017 and read for the second time by title only on June 19, 2017. Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED and ORDAINED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 19th day of June 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 13, 2017
SUBJECT: Misuse of emergency telephone service

Type of Item: *Approval*

Several times a year we have individuals call and misuse 911 emergency phone number. For those that continue to abuse the use of the 911 emergency telephone services we would like to adopt the following ordinance to prohibiting this from occurring. This proposed ordinance mirrors Missouri Statute (190.308).

Misuse of emergency telephone service unlawful, definitions, penalty

1.any county that has established an emergency telephone service pursuant to sections 190.300 to 190.320, it shall be unlawful for any person to misuse the emergency telephone service.the purposes of this section, "emergency" means any incident involving danger to life or property that calls for an emergency response dispatch of police, fire, EMS or other public safety organization, "misuse the emergency telephone service" includes, but is not limited to, repeatedly calling the "911" for nonemergency situations causing operators or equipment to be in use when emergency situations may need such operators or equipment and "repeatedly" means three or more times within a one-month period.

2.Any violation of this section is a class B misdemeanor.

3.No political subdivision shall impose any fine or penalty on the owner of a pay telephone or on the owner of any property upon which a pay telephone is located for calls to the emergency telephone service made from the pay telephone such fine or penalty is hereby void.

Council Bill No. 042

Ordinance No.

**An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to
Address the Misuse of City Emergency Telephone Service.**

WHEREAS, the City wishes to safeguard the city's 911 emergency telephone service by mirroring Missouri Statute 190.308,

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

Section 1: That it shall be unlawful for any person to misuse the emergency telephone service

Section 2: That for the purposes of this ordinance, "emergency" means any incident involving danger to life or property that calls for an emergency response dispatch of police, fire, EMS or other public safety organization.

Section 3: That misuse of emergency telephone service includes, but is not limited to, repeatedly calling the "911" for non-emergency situations causing operators or equipment to be in use when emergency situations may need such operators or equipment and "repeatedly" means three or more times within a one-month period.

Section 4: That any violation of this ordinance is a class B misdemeanor.

Section 5: No fine or penalty shall be imposed on the owner of a pay telephone or on the owner of any property upon which a pay telephone is located for calls to the emergency telephone service made from the pay telephone.

Section 6: Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Read one time by title only on June 19, 2017 and read for the second time by title only on June 19, 2017. Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED and ORDAINED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 19th day of June 2017



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 13, 2017
SUBJECT: Parking Regulations on Elm Street (Price to Halsey)

Type of Item: *Approval*

At the February 21, 2017 Board of Aldermen meeting an ordinance was passed prohibiting parking on Elm Street between Price Street and Halsey Street. At a recent Board of Aldermen Mayor Hasek asked that this item be brought back for further discussion.

When this item was brought to the Public Safety Committee on January 12, 2017 and to the Board of Aldermen on February 21, 2017 the staff recommendation was for no Parking on the South side of Elm Street at all times and no parking on the North side of Elm street on school days between 7 am and 4 pm. Staff recommends this same proposal be adopted.

Council Bill No. 043

Ordinance No.

**An Ordinance of the Board of Aldermen to Amend Section 355.010, Schedule 2, of
the Harrisonville Code of Ordinances Regarding Parking/No Parking on Elm
Street between Price Street and Halsey Street**

WHEREAS, the City wishes to amend Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances concerning no parking zones on Elm Street between Price Street and Halsey Street,

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

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

Section 2. That Section 355.010 Schedule 2 of the Harrisonville Code of Ordinances is amended to include the no parking restrictions as set forth in Section 3.

Section 3: That from and after the effective date of this ordinance, parking shall be permitted and/or prohibited as hereinafter described:

No Parking on the south side of Elm Street between Price Street and Halsey Street at all times, and No Parking on the north side of Elm Street between Price Street and Halsey Street on school days between the hours of 7:00 a.m. and 4:00 p.m.

Section 4. That the City Administrator is hereby directed to establish the necessary signs to advise the public of this ordinance.

Section 5. That any violation of this ordinance shall be punishable as provided by the Code of Ordinances, City of Harrisonville, Section 355.120.

Section 6. Effective Date. That this ordinance shall become effective immediately upon its passage and approval and the establishment of the signs provided for in Section 4 hereof.

Read one time by title only on June 19, 2017 and read for the second time by title only on June 19, 2017. Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED and ORDAINED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 19th day of June 2017



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 13, 2017
SUBJECT: Parking regulations on Elm Street between Price and Mechanic.

Type of Item: *Approval*

This item was heard by the Public Safety Committee on January 12, 2017 and moved forward to the February 21, 2017 Board of Aldermen meeting where it was sent back to the public safety committee for further discussion and to provide a better description of where the no parking regulation ends.

Staff is recommending no parking on the South side Elm Street from Price Street to Mechanic Street at all times. Furthermore, staff is recommending no parking school days from 7 am to 4 pm on the north side of Elm from Price for 1244 feet which would be the east property line of the Tri-Cor Building.

Council Bill No. 044

Ordinance No.

An Ordinance of the Board of Aldermen to Amend Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances Regarding Parking/No Parking Zones on Elm Street between Price Street and Mechanic Street.

WHEREAS, the City wishes to amend Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances concerning no parking zones on Elm Street between Price Street and Mechanic Street,

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

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

Section 2. That Section 355.010, Schedule 2, of the Harrisonville Code of Ordinances is amended to include the no parking restrictions as set forth in Section 3.

Section 3: That from and after the effective date of this ordinance, parking shall be permitted and/or prohibited as hereinafter described:

No Parking on the south side of Elm Street between Price Street to Mechanic Street at all times, and No Parking on the north side of Elm Street from Price Street to 1,244 feet east, which would be the east property line of the Tri-Cor Building, on school days between the hours of 7:00 a.m. and 4:00 p.m.

Section 4. That the City Administrator is hereby directed to establish the necessary signs to advise the public of this ordinance.

Section 5. That any violation of this ordinance shall be punishable as provided by the Code of Ordinances, City of Harrisonville, Section 355.120.

Section 6. Effective Date. That this ordinance shall become effective immediately upon its passage and approval and the establishment of the signs provided for in Section 4 hereof.

Read by title only for the first time on June 19, 2017. Read by title only for the second time on June 19, 2017. Vote taken as follows:

AYE:

NAY:

ABSENT:

ABSTAIN:

PASSED AND ORDAINED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville this 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 19th day of June 2017



503 S. Lexington
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Frank Dahman
Superintendent

Dan Erholtz
Asst. Superintendent

Dr. Steve Ritter
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Kathy VanGorkom
Business

Mike Diggs
Technology

Jill Filer
Communications

Our Schools
Early Childhood Center
Harrisonville Elementary School
McEwen Elementary School
Harrisonville Middle School
Harrisonville High School
Cass Career Center

To Whom It May Concern:

The safety of our students is a top priority for Harrisonville Schools, not only while they're in our buildings, but also as they travel to and from our schools. As a member of the Harrisonville Cares Coalition, I have been appreciative of our group's work to talk about issues and work to find solutions.

One of the recommendations I strongly support is the effort to prohibit parking on Elm Street, especially during school hours. Elm Street is a high traffic area with many drivers who are behind the wheel for the first time. It is especially busy during the morning arrival and afternoon dismissal, however, students, parents, visitors, and buses are coming and going throughout the day.

Parked cars on Elm cause the traffic to flow into a non-existent middle lane. Working with our partners on the Harrisonville Cares Coalition, we've done what we can to move school traffic off of Elm Street at dismissal by asking our parents to line up their cars on school property. However, some still choose to park along Elm (west of Price) which is not only a danger to other vehicles, but our student pedestrians as well.

The proposal to prohibit parking on Elm Street from Halsey to Mechanic would be another step to help ensure safe passage for our students, and all who use Elm Street.

Educationally yours,

Dan Erholtz
Assistant Superintendent

Attachment: School Dist. Support Letter - No Parking on Elm (2544 : Parking regulations on Elm Street between Price and Mechanic.)

It's a Great Day to be a Wildcat!



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 15, 2017
SUBJECT: Trapping Ordinance

Type of Item: *Approval*

MEMO

TO: Mayor Hasek, Board of Alderman
CC: Happy Welch, City Administrator
FROM: Chris Deal, Parks & Recreation Director
DATE: June 14, 2017
RE: Trapping Code Amendment

Because of the Muskrat habitat at City Park, the dams are being damaged and must be repaired. As a part of this process, the Muskrat's must be removed so this damage does not continue. After their removal, further repairs can be made to the spillway and dam areas. This damage has occurred on the lower lake, upper lake and Burris Ridge pond. The worst damage is at the upper lake spillway where staff has been using bentonite to stop the leaks, temporarily.

The current city ordinance does not allow for trapping. This code amendment will allow for trapping by a certified trapper with a permit to do so from the Missouri Department of Conservation. The certified trapper would have to be approved by the Parks & Recreation Director and/or City Administrator.

The Trapping Code Amendment is attached to this memo. The Park Board has approved this amendment. Staff is seeking Board of Alderman approval for this amendment.

Council Bill No. 045

Ordinance No.

**AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI TO
AMEND THE CODE OF ORDINANCES CHAPTERS 210 & 225, BY
PERMITTING TRAPPING IN THE CITY, THE REGULATING THEREOF AND
ESTABLISHING AN EFFECTIVE DATE.**

Whereas, the city maintains lake areas for the recreational enjoyment of its citizens; and

Whereas, spillways, dams, and berms retain that water but are a natural habitat for burrowing animals; and

Whereas, the need to maintain those areas for the enjoyment of residents requires the removal of certain animals by trapping; and

Whereas, when presented with this problem the Parks and Recreation Board reviewed the amendments to the code and have given their approval of the addition of trapping in the parks under limited conditions; and

Whereas, privately owned lakes and ponds need to be maintained in the same manner as the park property;

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

Section 1: That the following replace Section 225.170 *Hunting*:

It shall be unlawful for any person to hunt, shoot, kill, trap, injure, pursue or molest in any way any bird or animal on or within a City park, except as stated in this ordinance.

Section 2: That the following be added as Section 210.181 *Lawful Trapping*:

Notwithstanding any other ordinance in the Code of Ordinances of the City of Harrisonville, Missouri, including, but not limited to, the Animal Regulations in Chapter 210, it shall be lawful to trap wildlife, as defined by the Missouri Wildlife Code, when all of the following requirements are met:

- (1) Trapping of wildlife on allowed trapping areas within the city limits is permitted by persons who have a trapping permit issued by the Missouri Department of Conservation, or by resident property owners or tenants on land they own or lease on allowed trapping areas, pursuant to full compliance with all rules, regulations, stipulations and requirements of the Missouri Wildlife Code and pursuant to full conformity with the Missouri Wildlife Code and all federal hunting regulations.
- (2) Within all city parks and on public property of the City of Harrisonville written permission shall also be required from the Parks and Recreation Director and/or City Administrator who may approve by special permit trapping for the protection of natural resources or public facilities.

- (3) No trap shall be set in paths made or used by persons or domestic animals.
- (4) No trap except foot-enclosing type traps or cage-type traps shall be set within 150 feet of any residence, occupied building, sidewalk or established foot path.
- (5) Traps shall be plainly labeled with the user's full name and address or the Missouri Department of Conservation number.
- (6) Types of traps shall be limited to foot-enclosing type traps, foot-hold traps, cable restraint devices and cage-type traps on dry land and Conibear traps set underwater in permanent water only.
- (7) Traps will be checked and any wildlife caught shall be removed or released at least once every 24 hours.
- (8) Written permission of the owner of any property within the allowed trapping area is required prior to any trapping occurring on such property.

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

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 19th day of June 2017. Read for the second time by title only on the 19th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 19th day of June, 2016