



**AMENDED AGENDA**  
**CITY OF HARRISONVILLE**  
**BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**CITY HALL**  
**FEBRUARY 20, 2018**  
**7:00 PM**

1. **Call to Order & Pledge of Allegiance**
2. **Roll Call**
  - A. **Roll Call**
3. **Ceremonial Matters**
  - A. **A Proclamation Designating the Week of February 17-24, 2018 as FFA Week in Harrisonville**
4. **Public Participation**
5. **Approval of Minutes**
  - A. **Board of Aldermen - Regular Meeting - Feb 5, 2018 7:00 PM**
6. **Agenda Items**
  - A. **Appointment to the Board of Zoning Adjustment: Jennifer Peters**
  - B. **Support for STEP Grant Application**
  - C. **Council Bill 15: A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for ONE (1) 2018 Jeep Compass Sport 4x4 from Capitol Chrysler Jeep Dodge Ram of Jefferson City, MO, in an Amount of \$21,208.**
  - D. **Council Bill 16: A Resolution Authorizing the City Administrator to Execute an Agreement with Feld Fire Equipment to Purchase a Stryker Power Load System and Power Pro XT Power Cot for the Emergency Services Department at a Cost of \$39,000**
  - E. **Council Bill 17: A Resolution Authorizing the Mayor to Execute an Agreement between the City Of Harrisonville, the Highway 71/291 Partners in Progress Transportation Development District, and RLP Development Company, Inc., for the Construction of Improvements to Landmark Plaza**

- F. Council Bill 18: A Resolution of the Board of Aldermen of Harrisonville, Missouri Authorizing the City Administrator to execute a contract with 2nd Wind Exercise Equipment, Inc. in the amount of \$27,255.00 for the purchase of fitness equipment.**
  - G. Council Bill 19: A Resolution Authorizing The City Administrator To Execute An Agreement With Geneva Capital, LLC, For A Master Equipment Lease And Sale Agreement For The City Of Harrisonville, Missouri, And Establishing An Effective Date**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
  - A. City Administrator's Report**
- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

**Posted on City Hall Bulletin Board this 16th day of February 2018**

---

**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**



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Sheryl Stanley, Deputy City Clerk  
**DATE:** January 26, 2018  
**SUBJECT:** Proclamation - FFA Week

**Type of Item:** *Proclamation*

This year, FFA Week has been designated as the week of February 17 through 24, 2018. Members of the local chapter will be our guests during the February 20 meeting to receive a proclamation from Mayor Hasek honoring their special recognition.

**A. Action Item (ID # 2768)**

A Proclamation Designating the Week of February 17-24, 2018 as FFA Week in Harrisonville

Attachments:

FFA Week 2018 (PDF)



# PROCLAMATION

# I CAN. WE WILL.

National FFA Week // Feb. 17-24, 2018

WHEREAS, FFA and agricultural education provide a strong foundation for the youth of America and the future of the food, fiber, and natural resources systems; and

WHEREAS, FFA promotes premier leadership, personal growth and career success among its members; and

WHEREAS, agricultural education and FFA ensure a steady supply of young professionals to meet the growing demands in the science, business and technology of agriculture; and

WHEREAS, the FFA motto – “learning to do, doing to learn, earning to live, living to serve” – gives direction and purpose to these students who take an active role in succeeding in agricultural education; and

WHEREAS, FFA promotes citizenship, volunteerism, patriotism and cooperation,

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville, I, Mayor Brian Hasek do hereby designate the week of February 17 through 24, 2018, as FFA Week in Harrisonville.

---

Brian Hasek, Mayor



**MINUTES  
CITY OF HARRISONVILLE  
BOARD OF ALDERMEN  
REGULAR MEETING  
CITY HALL  
FEBRUARY 5, 2018  
7:00 PM**

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

| <b>Attendee Name</b> | <b>Organization</b> | <b>Title</b> | <b>Status</b> | <b>Arrived</b> |
|----------------------|---------------------|--------------|---------------|----------------|
| Judy Bowman          | Harrisonville       | Board Member | Present       |                |
| Clint Long           | Harrisonville       | Board Member | Present       |                |
| Jessica Levsen       | Harrisonville       | Board Member | Present       |                |
| David Dickerson      | Harrisonville       | Board Member | Present       |                |
| Matt Turner          | Harrisonville       | Board Member | Present       |                |
| Marcia Milner        | Harrisonville       | Board Member | Present       |                |
| Judy Reece           | Harrisonville       | Board Member | Present       |                |
| Brad Bockelman       | Harrisonville       | Board Member | Present       |                |
| Brian Hasek          | Harrisonville       | Mayor        | Present       |                |

*Also present: City Administrator Happy Welch, City Attorney John Fairfield; Finance Director Marcella McCoy; Police Chief John Hofer; Director of Public Works Eric Patterson, and Public Information Officer/Deputy City Clerk Sheryl Stanley, recording.*

**3. Ceremonial Matters**

**A. Mary Osterberg, 2017 Stephen P. Rauscher Leadership Award Recipient**

*Mayor Brian Hasek and City Administrator Happy Welch recognized Mary Osterberg who was awarded the Stephen P. Rauscher Leadership Award for 2017.*

**4. Public Participation**

Mrs. Annette Leathers, 2200 Chateau, spoke to the board concerning two cars that a neighbor has kept parked in the street for two years. Her efforts to get the neighbor to move them have been unsuccessful and she asked for the city's help in getting this matter settled. Chief Hofer said there are city ordinances which prohibit this, and he would have an officer look into it in the morning.

## 5. Approval of Minutes

### A. Board of Aldermen - Regular Meeting - Jan 15, 2018 7:00 PM

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Matt Turner, Board Member                                         |
| <b>SECONDER:</b> | David Dickerson, Board Member                                     |
| <b>AYES:</b>     | Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman |

## 6. Agenda Items

### A. Special Event Permits (2) for Summer Square Activities

*Chief Hofer presented two requests for Special Event Permits, one for Junk in the Trunk and the second for the Farmers Market. He recommended approval of both.*

*For the Junk in the Trunk, Alderman Milner moved for approval and Alderman Long seconded. Motion carried unanimously on a voice vote*

*For the Farmers' Market, Alderman Long moved for approval and Alderman Milner seconded. Motion carried unanimously on a voice vote.*

### B. Destruction of Records

*Director Patterson presented the request, saying the water treatment plant records were daily logs from 1971 to 2004. Staff will continue to keep more recent logs on file as required by the state. Request approved unanimously on a voice vote.*

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | David Dickerson, Board Member                                     |
| <b>SECONDER:</b> | Jessica Levsen, Board Member                                      |
| <b>AYES:</b>     | Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman |

### C. A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for ONE (1) 2018 Ford F450 Pickup Truck for the CWSS Department with Blue Springs Ford, in an Amount of \$34,500.

*Director Patterson discussed specifications and the state procurement process for the truck purchase. Following its unanimous passage on a voice vote, Council Bill 07 was designated Resolution 06-18.*

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | David Dickerson, Board Member                                     |
| <b>SECONDER:</b> | Clint Long, Board Member                                          |
| <b>AYES:</b>     | Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman |

### D. A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for Three 2018 Ford F250 Pickup Trucks for the CWSS and Electric Departments with Blue Springs Ford, in an Amount of \$30,000 per truck for total price of \$90,000.

*Director Patterson discussed the need for these three vehicles, saying one would go to the Waste Water Treatment Plant, one to Water/Sewer Maintenance, and one to the Electric Department. Following the unanimous passage of Council Bill 08 on a voice vote, Mayor Hasek designated it to be Resolution 07.*

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

- E. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COMMERCIAL REAL ESTATE CONTRACT WITH COUNTY SQUARE INVESTMENT, LLC TO PURCHASE THE VACANT LOT AT THE NORTHWEST CORNER OF LEXINGTON ST. AND PEARL ST. AT A COST OF \$25,000.**

*City Administrator Welch explained it was the city's intent to use the vacant lot for parking and other uses as needed. He felt the price was fair and that the land would appreciate in value. The city will use funds from the recent Tracfone settlement to underwrite the cost of the purchase. Following the unanimous passage of Council Bill 09, Mayor Hasek designated it to be Resolution 08.*

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

- F. AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI TO AMEND THE CODE OF ORDINANCES SECTION 355.010 STOPPING, STANDING, OR PARKING PROHIBITED SECTION A.3. BY ADDING A NEW SECTION A.3.c, REGULATING PARKING IN FRONT OF A CENTRALIZED MAIL DELIVERY INSTALLATION AND ESTABLISHING AN EFFECTIVE DATE.**

*City Administrator Welch presented this matter, saying the United States Postal Service will not deliver mail to the boxes if a parked vehicle is blocking their access. The ordinance is necessary to ensure delivery. After voting to suspend the rules and move the bill to its second reading, the Board unanimously voted by roll call to approve Council Bill 10, and Mayor Hasek designated it as Ordinance 3427.*

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

- G. AN ORDINANCE AMENDING SECTION 500.080 AMENDMENTS TO CHAPTER 500 BUILDING AND PROPERTY MAINTENANCE CODES, ADDING AN EXCEPTION TO THE SUPPLEMENTAL ELECTRODE ON A TEMPORARY SERVICE INSTALLATION, AND ESTABLISHING AN EFFECTIVE DATE.**

*City Administrator Welch presented this request, saying the city currently follows the NEC code which requires two supplemental grounds on a temporary power pole at a*

residential construction site. However, the Electric Utility believes one ground is sufficient in these circumstances. A majority of other cities in the area also require only one ground. After voting to suspend the rules and move the bill to its second reading, the Board unanimously voted by roll call to approve Council Bill 11, and Mayor Hasek designated it to be Ordinance 3428.

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

**H. AN ORDINANCE REPEALING SECTIONS 500.080 AMENDMENTS A.6., A.9., A.16, A.17., A.18, AND A.19. OF CHAPTER 500: BUILDING & PROPERTY MAINTENANCE CODES OF THE HARRISONVILLE CODE OF ORDINANCES, AND ENACTING IN LIEU THEREOF NEW SECTIONS 500.080 AMENDMENTS A.6., A.9. and A.16., RESERVING SECTIONS 500.080 AMENDMENTS A.17., A.18, AND A.19 FOR FUTURE AMENDMENTS, AND ESTABLISHING AN EFFECTIVE DATE.**

*Mr. Welch discussed the various changes requested for the building and property maintenance code, including changes to the 2012 International Residential Code and the cost of Temporary Certificates of Occupancy. After voting to suspend the rules and move the bill to its second reading, the Board unanimously voted by roll call to approve Council Bill 12, and Mayor Hasek designated it to be Ordinance 3429.*

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

**I. AN ORDINANCE AMENDING CHAPTER 250: NOISE OF THE HARRISONVILLE CODE OF ORDINANCES, WITH RESPECT TO REGULATIONS WHEN THERE ARE EXTREME TEMPERATURES BY REPEALING SECTION 250.020 A.9. AND ENACTING IN LIEU THEREOF A NEW SECTION 250.020 A.9., AND ESTABLISHING AN EFFECTIVE DATE.**

*Mr. Welch presented this request which would allow construction crews to start work at 6 a.m. when daytime temperatures are forecast to reach 95 degrees or higher. After voting to suspend the rules and move the bill to its second reading, the Board unanimously voted by roll call to approve Council Bill 13, and Mayor Hasek designated it to be Ordinance 3430.*

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

**J. An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing Section 220.290 of the City Code and Enacting In Lieu Thereof a New Section 220.290 Dead, Dying, Diseased Trees.**

*Mr. Welch explained the current ordinance concerning diseased and dying trees has the potential to put the city at risk and the new ordinance language will alleviate that. After voting to suspend the rules and move the bill to its second reading, the Board unanimously voted by roll call to approve Council Bill 14, and Mayor Hasek designated it to be Ordinance 3431.*

|                |                                                                   |
|----------------|-------------------------------------------------------------------|
| <b>RESULT:</b> | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>AYES:</b>   | Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman |

## 7. Aldermen and Committee Reports

Alderman Bowman offered her condolences to the family and friends of the late Pat Thomas, founder and publisher of the Harrisonville Star.

Alderman Reece said one of her constituents was treated rudely by the new trash hauler when she requested a special pick up of yard waste. Ms. Reece said she received the same treatment when she called with a similar request. The board directed Mr. Welch to follow up with the hauler.

Alderman Milner shared the results of the toothbrush and toothpaste drive recently conducted by Harrisonville Bright Futures and said the supplies would be given to the Cass County Dental Clinic which serves children in Harrisonville and Pleasant Hill.

Alderman Turner encouraged everyone to attend a fundraiser Thursday, February 8 for the schools' band program, which was coming up.

Alderman Levsen said the high school's show choir would be having various activities on Saturday and invited everyone to attend.

## 8. Report from the City Administrator

### A. City Admin Rpt 2-5-18

*Mr. Welch called the aldermen's attention to his written report and said the city is gearing up for the winter weather forecasted to arrive on Tuesday.*

## 9. Report from the Mayor

Mayor Hasek publicly thanked Mr. John Foster for his efforts in cleaning out a ditch on Mechanic Street behind the old flower shop. He also reminded everyone that the city will host a county wide flood relief workshop which will feature speakers from various state and federal agencies. It is hoped this will help residents understand the process that must be followed when floods strike. He also extended his condolences to the Thomas family on the death of Mr. Thomas.

## 10. Adjourn From Regular Session

All business being concluded, Alderman Dickerson moved the meeting be adjourned, and Aldermen Long seconded. With unanimous consent, the meeting adjourned at 8:08 p.m.

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

ATTEST:

\_\_\_\_\_  
Sheryl Stanley, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 5, 2018 7:00 PM (Approval of Minutes)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Happy Welch, City Administrator  
**DATE:** February 10, 2018  
**SUBJECT:** Peters BZA Board

**Type of Item:** *Approval*

The mayor is looking to appoint Jennifer Peters to the Board of Zoning Adjustment to fill out the vacant position until March of 2022 and requests consent from the Board.

**A. Action Item (ID # 2781)**

Appointment to the Board of Zoning Adjustment: Jennifer Peters

## Attachments:

Volunteer Application - Jennifer Peters (PDF)



## Board, Commission and Committee Appointment Application to Serve

|                                                                                                                                                                                                                            |                  |                                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------------------|--|
| Name:<br>Jennifer Peters                                                                                                                                                                                                   |                  | Date:<br>2/8/2018                                                      |  |
| Home Address:<br><br><b>1304 E Walnut Street</b>                                                                                                                                                                           |                  |                                                                        |  |
| Email Address:                                                                                                                                                                                                             |                  |                                                                        |  |
| Cell Phone:                                                                                                                                                                                                                | Home Phone: same | Work Telephone: same                                                   |  |
| Occupation:<br><br><b>Sales/Marketing</b>                                                                                                                                                                                  |                  | Best Time to Call:<br><br>any <span style="float: right;">am/pm</span> |  |
| Do you own commercial property and/or operate a business in Harrisonville? If yes, please describe. no                                                                                                                     |                  |                                                                        |  |
| Work/ Business Name: QuickInsured                                                                                                                                                                                          |                  |                                                                        |  |
| Work/ Business Address:<br><br><b>Ohio</b>                                                                                                                                                                                 |                  |                                                                        |  |
| Length of Residency in Harrisonville:<br>1.75 years                                                                                                                                                                        |                  | Are you registered to vote?<br>yes                                     |  |
| Are you now serving, or have you ever served, on a d, co ion or committee for the City of Harrisonville or any other community? Yes No<br>If yes, please give name of board, commission and/or committee and dates served: |                  |                                                                        |  |
| BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Please list no more than three boards, commissions or committees in order of preference.                                                                                     |                  |                                                                        |  |

Attachment: Volunteer Application - Jennifer Peters (Peters BZA Board)

|   |                     |   |                       |   |                        |
|---|---------------------|---|-----------------------|---|------------------------|
| 1 | Planning and Zoning | 2 | Historic Preservation | 3 | Industrial Development |
|---|---------------------|---|-----------------------|---|------------------------|

(Application continued on reverse)

**NARRATIVE STATEMENT:** Please provide a brief statement indicating why you wish to be appointed to this board or commission, including the strengths you feel you could bring to the position for which you are applying. Information may include education, professional experience and community activities pertinent to the position for which you are applying.

In 2016, I moved to Harrisonville from Lees Summit. I had been a resident of Lees Summit for 16 years and wished to return to a city with a "small town" feel. I was raised in a small farming community in Iowa and longed for that type of community connection again. In researching, my options I found Harrisonville to be a perfect fit for me. I have been welcomed with open arms by neighbors and businesses within the Harrisonville area and am proud to be a resident of this amazing town.

There is so much history here and many opportunities to share the treasures we hold dear. I consider Harrisonville an "undiscovered gem of middle America" and would like to be involved in building on its strengths and showcasing who we are...maintaining our small town feel and values yet opening opportunities for those who live and work here.

In my career, I have been very involved in planning for the future. I have been in sales and marketing for 20 plus years. Sometimes that required a commitment to support growth and other times it provided opportunities to expand on what we had already established. In every situation, I was required to consider all parties positions and determine a fiscally responsible solution to each challenge. I am confident my experience as both a team leader and a team member have well - equipped me to serve on a board or commission within the City of Harrisonville.

Thank you for your consideration.

I understand that my attendance at all regularly scheduled meetings is critical, even if I am an alternate member, and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's  
Signature:

  
Signature: \_\_\_\_\_

Signature kept on file for one year. During that time, your application will be

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission, or Committee for which you have applied.

- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.

- Please notify the City Clerk at 816-380-8916 if you move or no longer wish to be considered for appointment.
- Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E. Pearl, P. O. Box 367, Harrisonville, MO 67401 or email [rjones@ci.harrisonville.mo.us](mailto:rjones@ci.harrisonville.mo.us)

\*

Applications must be completely filled out in order to be considered \*

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** John Hofer, Director  
**DATE:** February 14, 2018  
**SUBJECT:** STEP Grant Support Document

**Type of Item:** *Approval*

**Issue:** Annual STEP (Special Traffic Enforcement Program) grant application.

**Background:** With regards to our 2018-2019 STEP (Special Traffic Enforcement Program) grants, we seek your continued support of this program. The City of Harrisonville has participated in this Missouri Department of Transportation, Division of Highway Safety STEP program since 2001. This program provides funding for overtime pay, specifically allowing for an officer(s) to target high traffic crash areas with enforcement.

This year, we have requested \$10,800.00 in assistance. Included in this request are \$1,800.00 for DWI Enforcement, \$5,400.00 for Hazardous Moving Violations (Speeding) and \$3,600.00 for Occupant Safety (Seat Belt Enforcement). There is no city match required for any of these grants. These grant programs are specifically for overtime associated with the enforcement of traffic violations, and reimbursed to the City on a monthly basis.

Again this year all we need is your signature of support on the application authorization forms (attached).

The Harrisonville Police Department appreciates your continued support and your consideration with these grants.

**B. Action Item (ID # 2783)**

Support for STEP Grant Application

Attachments:

STEP Sign-off Doc (PDF)



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Harrisonville  
will participate in Missouri's Highway Safety Program.

(\* HAZARDOUS MOVING VIOLATIONS - SPEEDING)

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor

Attachment: STEP Sign-off Doc (STEP Grant Support Document)



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Harrisonville  
will participate in Missouri's Highway Safety Program.

(\*DWI Enforcement Grant)

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor

Attachment: STEP Sign-off Doc (STEP Grant Support Document)



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Harrisonville  
will participate in Missouri's Highway Safety Program.

(\*OCCUPANT PROTECTION/SEATBELT ENFORCEMENT)

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor

Attachment: STEP Sign-off Doc (STEP Grant Support Document)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Happy Welch, City Administrator  
**DATE:** February 12, 2018  
**SUBJECT:** Comm. Dev. Jeep Compass

**Type of Item:** *Purchase*

**Type of Item:** *Purchase*

**Issue:** Purchase of one SUV--2018 Jeep Compass sport utility vehicle for the Department.

**Summary Recommendation:** Requesting approval for the purchase of one SUV 2018 Jeep Compass sport utility vehicle for the Department, through Capitol City Cars of Jefferson City, MO, through the State of Missouri Cooperative Procurement Statewide Bid contract program. Total = **\$21,208.00 including a delivery charge of \$250.00.**

**Background:** The Department uses this SUV to do a variety of jobs as required by city ordinance and in public duties. This purchase is a part of the state bidding and it complies with our purchasing requirements for equipment. State contract # CC180231001, 2018. **\$24,000 was Budgeted for one (1) 2018 SUV vehicle.**

**Council Bill No. 15**

**Resolution No.**

**A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to  
Authorize the City Administrator to Execute A Purchase Agreement for ONE (1)  
2018 Jeep Compass Sport 4x4 from Capitol Chrysler Jeep Dodge Ram of Jefferson  
City, MO, in an Amount of \$21,208.**

WHEREAS, the staff of City of Harrisonville, Missouri ("City") recommends that the Board of Aldermen ("Board") approve the purchase of one 2018 Jeep Compass Sport SUV 4x4 from Capitol Dodge Chrysler Jeep Dodge Ram ("Capital Jeep") of Jefferson City, MO, vendor for the State of Missouri Cooperative Procurement Program under contract # CC180231001 for an amount of \$21,208.00 per bid amount including delivery.

WHEREAS, the SUV will be used by the Community Development Dept. to conduct code enforcement as required by city ordinance and in other duties for the City;

WHEREAS, the City of Harrisonville has determined that the State Contract Vendor is the best vendor to provide the SUV to the City;

WHEREAS, the proposed purchase of the SUV is a part of the state bidding system, and complies with the City purchasing requirements for equipment set forth in Section 130.020 of the City's Code;

WHEREAS, Capitol Jeep agrees to sell the SUV to the City for a total purchase price of \$21,208 which staff believes said price is fair and reasonable and the contract bid; and

WHEREAS, the Board accepts the recommendation of the staff with respect to the purchase of the SUV and finds it to be in the best interest of the City.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Capitol Chrysler Jeep Dodge Ram of Jefferson City for the purchase of One (1) 2018 Jeep Compass SUV Sport 4x4 for the Community Department for a purchase price of \$21,208.00. This price includes vehicle delivery.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 20th day of February 2018.

---

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

ATTEST:

---

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20th day of February 2018

**SPORT UTILITY VEHICLES AND CROSSOVERS – 2018 MODEL YEAR**  
(Statewide)

Contract Number: CC180231001

Contractor: Capitol Chrysler Dodge Jeep Ram

**LINE ITEM 1** – Small / Mid-Size Sport Utility Vehicle; 4x4; 4-Cylinder

UNSPSC Code: 25101507

**2018****MAKE/MODEL:** Jeep Compass Sport 4x4**PRICE:** **\$20,958.00****THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER****EQUIPMENT INCLUDED IN PRICE**

|                                                      |                                                        |
|------------------------------------------------------|--------------------------------------------------------|
| 2.4 Liter, 4 cylinder engine                         | 103.8 inch Wheelbase                                   |
| 173 inches Overall Length                            | 8.2 inch Ground Clearance                              |
| 9 Speed Automatic Transmission                       | Manufacturer's Standard Air Bags                       |
| 4,400 GVWR                                           | Manufacturer's Standard Transfer Case                  |
| Four (4) Wheel Drive                                 | Manufacturer's Standard Rear Axle Ratio                |
| 4-Wheel Anti-Lock Brakes                             | Four (4) Doors                                         |
| Power Steering                                       | All Season Tires with compact spare, tire tools & jack |
| Power Windows, Door Locks & Exterior Mirrors         | Manufacturer's Standard Heating and Air Conditioning   |
| Manufacturer's Standard Radio                        | Speed Control and Tilt Wheel                           |
| Manufacturer's Standard Front and Rear Floor Mats    | Two (2) Sets of Keys or Key FOBS                       |
| Cloth Front and Rear Seats (Manufacturer's Standard) | Daytime Running Lamps                                  |
| Electric Rear Window Defroster                       | Remote Keyless Entry with Two (2) Transmitters         |
| Bluetooth Connectivity                               | Full Floor Console                                     |

Available Exterior Colors: Silver, Black, Granite Blue, Olive Green, Redline, White, Orange

Available Interior Colors: Black

Manufacturer's Estimated Fuel Mileage: City – 22  
Highway – 30  
Combined – 25

Fuel Tank Size: 13.5 gallons

**AVAILABLE OPTIONS**

**Line Item 3** – 3<sup>rd</sup> Set of Keys or Key FOBS  
with remote keyless entry transmitter **\$350.00**

**Line Item 9** – Privacy Glass **\$695.00**

PROPANE AND/OR CNG PREP PACKAGE AVAILABLE? NO

**DELIVERY:** 90 – 120 days ARO – Subject to Delays  
(TYP) - 70 DAYS -

**WARRANTY:** 3 year (36,000 miles) bumper to bumper; 5 year (100,000 miles) on the power train.**PURCHASE ORDER NEEDED.**

*#300 WPM  
? AFTER MARKET  
SEAT COVERS  
PICK UP \$0  
DELV. \$250  
P.V. 6 hrs 2 people  
+ fuel.  
COSTS  
MORE.*

*20958  
+ 250 DELV  
+ 290 SEAT COV  
\$2,508 TOTAL*

Attachment: Jeep Compass State Bid (Comm. Dev. Jeep Compass)

**SPORT UTILITY VEHICLES AND CROSSOVERS – 2018 MODEL YEAR**  
(Statewide)

The following line item has been awarded to all vendors listed above and may be used for the purchase of miscellaneous options/features for the models specified that are not stated herein.

**Line Item 48 – Miscellaneous Options/Features**

(Shall be used for the purchase of miscellaneous options/features not specified herein (including upcharges for special exterior paint colors; e.g., metallic). Prior to issuing a purchase order, the state agency shall contact the contractor to obtain the price for the option required.)

**COOPERATIVE PROCUREMENT DELIVERY PRICE**

The contractor will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement Program. The following is the applicable charges to deliver the vehicle to a cooperative procurement entity:

**CC180231001 – Capitol Chrysler Jeep Dodge Ram**

|                |                                 |
|----------------|---------------------------------|
| Price per Mile | \$1.50 (round trip per vehicle) |
|----------------|---------------------------------|

|                                               |                        |
|-----------------------------------------------|------------------------|
| Guaranteed Not To Exceed Total Delivery Price | \$250.00 (per vehicle) |
|-----------------------------------------------|------------------------|

The vehicles will be delivered from Jefferson City, Missouri.

**CC180231002 – Don Brown Chevrolet**

|                |                                 |
|----------------|---------------------------------|
| Price per Mile | \$0.98 (round trip per vehicle) |
|----------------|---------------------------------|

|                                               |                        |
|-----------------------------------------------|------------------------|
| Guaranteed Not To Exceed Total Delivery Price | \$300.00 (per vehicle) |
|-----------------------------------------------|------------------------|

The vehicles will be delivered from St. Louis, Missouri.

**\*\*These prices shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement Program.**

Attachment: Jeep Compass State Bid (Comm. Dev. Jeep Compass)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Eric Myler, Fire Chief  
**DATE:** January 10, 2018  
**SUBJECT:** STRYKER POWER LOAD AND COT FOR MEDIC 3

**Type of Item:** *Approval*

**Issue:** Purchase of One (1) Stryker Power Load System and One (1) Stryker Power Pro XT Power Cot

**Summary Recommendation:** Requesting approval for the purchase of One (1) Stryker Power Load System and One (1) Stryker Power XT Power Cot for the EMS department from Feld Fire from Carroll, IA for the total price of \$39,000.00 to replace a Ferno-Washington Proflex Manual Cot and Ferno-Washington Stat Trac Cot Locking System currently in service. The Ferno is a manual lift patient cot system and, as surplus equipment, it will be sold as a bid or on the open market, or donated to another department, at a later date yet to be determined.

**Background:** In 2017, we purchased a new Type I ambulance with the Stryker power cot and power loading system installed in our 2017 Ford F450 Super Duty Type I ambulance. I am seeking to purchase a new power load system and power cot for our 2016 Ford F450 Super Duty Type I ambulance which currently has a Ferno-Washington Manual Cot with a Ferno-Washington Stat-Trac that secures the cot to floor of ambulance but requires at least two people to lift the patient into the back of the ambulance.

In 2017 while doing the department budget I had contacted Stryker and was advised that for a Power Load System and Power Pro XT power cot installed would be around \$35,000.00, and was told after the approved budget that there would be a 4% increase as of January 1, 2018.

I have received two (2) bids: 1) Feld Fire, which includes installation in the amount of \$39,000.00; 2) Stryker Medical in the amount of \$38,629.99. This quote does not include costs for installation, which would need an additional quote from the only installer in the area which is Feld Fire from Grain Valley, MO. Quotes are attached.

**Bid Opening:** Sealed bids were received at Harrisonville City Hall on February 9<sup>th</sup>, 2018 at 3:00 pm and read aloud and recorded by City Clerk Randall Jones.

**Budget:** \$35,000.00 Budgeted for one (1) Stryker Power Load System, and one (1) Stryker Power Pro XT Power Cot.

**Recommendations:** It is staff's request to purchase one (1) Stryker Power Load System, and one (1) Stryker Power Pro XT Power Cot for the EMS Department from Feld Fire for \$39,000.00. This purchase does exceed the budgeted amount and will have to be approved in a future amended budget. The purchase is being offset with safety funds appropriated by Midwest Public Risk (MPR) and the additional amount will be reflected in revenues.

**Council Bill No. 16**

**Resolution No.**

**A Resolution Authorizing the City Administrator to Execute an Agreement with  
Feld Fire Equipment to Purchase a Stryker Power Load System and Power Pro XT  
Power Cot for the Emergency Services Department at a Cost of \$39,000**

WHEREAS, the staff of City of Harrisonville, Missouri ("City") recommends that the Board of Alderman ("Board") approve the purchase of one Stryker Power Load System, and one Stryker Power Pro XT Power Cot from Feld Fire Equipment from Carroll, IA for the total price of \$39,000.00 to update patient transport equipment in our 2016 Ford F450 Type I ambulance;

WHEREAS, the power load system and power cot will be used by the Harrisonville Emergency Services to assist with loading and unloading patients and make it safer for employees to perform duties for the City;

WHEREAS, the City of Harrisonville has determined that Feld Fire is the best vendor to provide the equipment to the City and approve the higher bid which includes the installation of the cot system;

WHEREAS, the proposed purchase of the Stryker Power Load System and Stryker Power XT power cot bid was read aloud at Harrisonville City Hall on February 9th, 2018 at 3:00 pm, recorded by the City Clerk, and complies with the City purchasing requirements set forth in Section 130.020 of the City's Code;

WHEREAS, the proposed new equipment will replace a Ferno-Washington Proflex Manual Cot and Ferno-Washington Stat Trac Cot Locking System currently in service; and the Ferno is a manual lift patient cot system which is surplus equipment and will be sold per the Harrisonville Purchasing Policy.

WHEREAS, the Board accepts the recommendation of staff with respect to the purchase of this equipment and finds it to be in the best interest of the City.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Feld Fire Equipment for the purchase of One (1) Stryker Power Load System and One (1) Stryker Power Pro XT Power Cot for the Emergency Services Department for a total purchase of \$39,000.00.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 20th day of February 2018.

---

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

ATTEST:

---

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20th day of February 2018



Date: 1/30/2018

Quote #: 013018-01

Customer HEMS

To: Harrisonville Emergency S  
903 S. Commercial St.  
Harrisonville, MO 64701

Ship to: Feld Fire  
1330 NW Jefferson  
Grain Valley, MO 64029

| Salesperson | Shipping Method | Delivery Date                                 | Payment Terms |
|-------------|-----------------|-----------------------------------------------|---------------|
| Eric Smith  | Delivered       | Approximately 8 weeks lead time for Power Cot | on acceptance |

[illegible]

Make all checks payable to Ed M. Feld Equipment Co., Inc.

Thank you for your business!

Attachment: Feld Fire Bid 2018 (STRYKER POWER LOAD AND COT FOR MEDIC 3)

Sales Account Manager  
Todd Tibbetts  
Todd.Tibbetts@stryker.com  
Cell: 925-323-8136

Remit to:  
Stryker Medical  
P.O. Box 93308  
Chicago, IL 60673-3308

End User Shipping Address  
1281817  
HARRISONVILLE EMER SVCS  
903 S COMMERCIAL ST  
HARRISONVILLE, MO 64701-1655

Shipping Address  
1281817  
HARRISONVILLE EMER SVCS  
903 S COMMERCIAL ST  
HARRISONVILLE, MO 64701-1655

Billing Address  
1281817  
HARRISONVILLE EMER SVCS  
903 S COMMERCIAL ST  
HARRISONVILLE, MO 64701-1655

| Customer Contact | Ref Number | Date       | PO Number | Reference Field | Quote Type |
|------------------|------------|------------|-----------|-----------------|------------|
|                  | 6228527    | 01/03/2018 | QUOTE     |                 |            |

| Line # | Quantity | Item Description               | Part #     | Unit Price  | Extended Price | Item Comments |
|--------|----------|--------------------------------|------------|-------------|----------------|---------------|
| 1.00   | 1        | Power-PRO XT                   | 6506000000 | \$16,078.88 | \$16,078.88    |               |
|        |          | Options                        |            |             |                |               |
|        | 1        | Power-PRO XT                   | 6506000000 | \$16,078.88 | \$16,078.88    |               |
|        | 1        | Dual Wheel Lock                | 6086602010 |             |                |               |
|        | 1        | PR Cot Retaining Post          | 6085033000 |             |                |               |
|        | 1        | Power Pro Standard Components  | 6506026000 |             |                |               |
|        | 1        | Siderail Option                | 6506031000 |             |                |               |
|        | 1        | No Runner/HE O2                | 0054200994 |             |                |               |
|        | 1        | Equipment Hook                 | 6500147000 |             |                |               |
|        | 1        | Power-LOAD Compatible Option   | 6506127000 |             |                |               |
|        | 1        | Trendelenburg                  | 6085031000 |             |                |               |
|        | 1        | No HE Section O2 Bottle        | 6506036000 |             |                |               |
|        | 1        | Head End Storage Flat          | 6500128000 |             |                |               |
|        | 1        | Fowler O2 Bottle Holder        | 6500241000 |             |                |               |
|        | 1        | English Manual                 | 6506600000 |             |                |               |
|        | 1        | 120V AC SMRT Charging Kit      | 6500028000 |             |                |               |
|        | 1        | Short Hook                     | 6060036017 |             |                |               |
|        | 1        | G-Rated Mattress               | 6506034000 |             |                |               |
|        | 1        | No Steer Lock Option           | 6506037000 |             |                |               |
|        | 1        | 3 YR X-Frame Powertrain Wnty   | 7777881669 |             |                |               |
|        | 1        | 2 Yr Bumper to Bumper Warranty | 7777881670 |             |                |               |
|        | 1        | DOM SHIP (NOT HI, AK, PR, GM)  | 0054030000 |             |                |               |
|        | 1        | 3 Stage IV Pole PR Option      | 6500315000 |             |                |               |
|        | 1        | X-RESTRAINT PACKAGE            | 6500001430 |             |                |               |
|        | 1        | STANDARD FOWLER                | 6506012003 |             |                |               |
| 2.00   | 1        | PowerLOAD                      | 6390000000 | \$22,551.11 | \$22,551.11    |               |
|        |          | Options                        |            |             |                |               |
|        | 1        | PowerLOAD                      | 6390000000 | \$22,551.11 | \$22,551.11    |               |
|        | 1        | Standard Comp 6390 Power Load  | 6390026000 |             |                |               |
|        | 1        | English Manual                 | 6390600000 |             |                |               |
|        | 1        | 1 year parts, labor & travel   | 7777881660 |             |                |               |
|        | 1        | UNIVERSAL FLOORPLATE OPTION    | 6390028000 |             |                |               |
|        | 1        | English Option, Manual         | 6390020000 |             |                |               |

Attachment: Stryker Bid 2018 (STRYKER POWER LOAD AND COT FOR MEDIC 3)



## Sales Account Manager

Todd Tibbetts  
Todd.Tibbetts@stryker.com  
Cell: 925-323-8136

## Remit to:

Stryker Medical  
P.O. Box 93308  
Chicago, IL 60673-3308

Note:

|                                     |                    |
|-------------------------------------|--------------------|
| Product Total                       | \$38,629.99        |
| Freight                             | \$0.00             |
| Tax                                 | \$0.00             |
| <b>Total Incl Tax &amp; Freight</b> | <b>\$38,629.99</b> |

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 Days, FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Attachment: Stryker Bid 2018 (STRYKER POWER LOAD AND COT FOR MEDIC 3)



## STAFF REPORT

**TO: Board of Aldermen**  
**FROM: Happy Welch, City Administrator**  
**DATE: February 14, 2018**  
**SUBJECT: 71/291 Plaza Entry Improvement**

**Type of Item:** *Approval*

RLP Development, owners of the Landmark Shopping Center where RP Lumber has located, would like to move forward with a parking lot entry improvement off Plaza Dr. in front of Sherwin-Williams Paints. The 71/291 TDD has \$100,000 set aside as a reimbursable amount for the improvement that would expand the entrance and the travel lanes to make it easier for vehicular traffic to flow. Any money needed above the \$100,000 would be RLP Development's responsibility.

The TDD Board will be meeting at 4p on 2/20 to vote on approving the improvement dollars that are set aside.

We request approving the resolution to allow the mayor to sign as we are responsible for Section 10 of the agreement.

**Council Bill No. 17**

**Resolution No.**

**A Resolution Authorizing the Mayor to Execute an Agreement between the City Of  
Harrisonville, the Highway 71/291 Partners in Progress Transportation  
Development District, and RLP Development Company, Inc., for the Construction  
of Improvements to Landmark Plaza**

WHEREAS, RLP Development (“Developer”) is constructing improvements to the property commonly known as Landmark Plaza, which includes traffic circulation improvements and the construction of a drive which is depicted in Exhibit A of the agreement;

WHEREAS, the 71/291 Partners in Progress Transportation Development District (“District”) has a source of funds to provide reimbursement to the Developer for construction of the drive depicted in Exhibit A;

WHEREAS, the District Board, created in 2009, finds that the drive depicted in the agreement will serve a public purpose by enhancing the flow of traffic in the area and enhance the effectiveness of the public transportation improvements that the District has previously funded as part of the Highway 291 and Interstate 49 interchange improvements and the companion improvements to Highway 291 and Commercial Drive;

WHEREAS, the District will provide reimbursement to the Developer for the costs to design and construct the Road Improvements from the Bond Proceeds, under the terms and conditions;

WHEREAS, the parties have freely negotiated in good faith and the Agreement reflects the desires of the parties;

WHEREAS, the Board of Aldermen after careful and due deliberation find that the Agreement with the Developer and District is in the best interest of the City of Harrisonville and its residents, and that the Mayor should be authorized to execute such Agreement;

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

Section 1: That the Mayor of the City of Harrisonville, Missouri is hereby authorized and directed by the Board of Aldermen to execute the City’s portion of the Agreement for the Construction of Improvements to Landmark Plaza with RLP Development and the 71/291 Partners in Progress Transportation Development District.

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 ON THIS 20TH DAY OF FEBRUARY 2018.

---

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

ATTEST:

---

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20<sup>th</sup> day of February 2018

DRAFT – January 23, 2018

**AGREEMENT FOR THE CONSTRUCTION OF  
IMPROVEMENTS TO LANDMARK PLAZA**

THIS AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS TO LANDMARK PLAZA (“**Agreement**”) is made this 8<sup>th</sup> day of February, 2018, by, between and among R.L.P. Development Company, Inc. a Missouri Illinois Corporation (“**Developer**”), the Highway 71/291 Partners in Progress Transportation Development District (“**District**”) and the City of Harrisonville, Missouri, a municipal corporation (“**City**”).

**WHEREAS**, the Developer is constructing improvements to the property commonly known as Landmark Plaza in Harrisonville, Missouri, which includes traffic circulation improvements and the construction of a drive which is depicted in the site plans which is set forth in the attached **Exhibit A** (the “**Site Plan**”);

**WHEREAS**, the District has a source of funds to provide reimbursement to Developer for construction of the drive that is depicted in the Site Plan;

**WHEREAS**, the District finds that the drive depicted in the Site Plan will serve a public purpose by enhancing the flow of traffic in the area and enhance the effectiveness of the public transportation improvements that the District has previously funded as part of the Highway 291 and Interstate 49 interchange improvements and the companion improvements to Highway 291 and Commercial Drive;

**WHEREAS**, the District will provide reimbursement to the Developer for the costs to design and construct the Road Improvements from the Bond Proceeds, under the terms and conditions set forth herein; and

**WHEREAS**, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.**

“**Access Area**” means the project area identified in the Site Plan set forth in **Exhibit B**.

“**Director of Public Works**” means the City’s Public Works Department, or its designee.

“**Maximum Reimbursement**” shall have the meaning set forth in Section 4.

“**Road Improvements**” means improvements within the Landmark Plaza development, consisting of the design and construction of the drive between Developer’s development and Plaza Drive as presented in **Exhibit B**, including taper, curbs and gutters as required by the plans and specifications which are approved by the City pursuant to this Agreement.

Attachment: Landmark Signed TDD Application (71/291 Plaza Entry Improvement)

2. Design and Construction of Road Improvements.

- A. Design. Developer shall cause to be prepared plans and specifications for the Road Improvements. All costs associated with the design of the Road Improvements shall initially be paid by the Developer, and may be reimbursed by the District in accordance with Section 4 below following completion of construction. The plans and specifications of the Road Improvements shall be prepared in accordance with all applicable laws and the ordinances of the City including, but not limited to, the City Code, and shall be reviewed and approved by the Director of Public Works. Developer shall submit the plans and specifications to the District within thirty (30) days after execution of this Agreement. The plans and specifications shall be reviewed by the Director of Public Works, who may provide comments. No construction shall commence until all District comments have been incorporated into the plans and specification and a written notice to proceed has been issued by the Director of Public Works.
- B. Permissions and Approvals. The Developer is responsible for obtaining permission and approvals from Captain D's Inc./Altus Group for any work that affects land at 2003 North Commercial Street in the City. No construction shall commence until Developer has obtained such permission and approvals and provided proof of such approvals to the satisfaction of the Director of Public Works.
- C. Construction. The Developer will construct the Road Improvements according to the plans and specifications which are approved by the District. All costs associated with the construction of the Road Improvements shall initially be paid by the Developer, subject to potential reimbursement by the District for the construction of the Road Improvements in accordance with Section 4 below.
- D. Inspections. The Developer agrees to permit the Director of Public Works, on behalf of the District, to inspect, observe, and oversee the construction of the Road Improvements in order to ascertain and determine that the standards of the District have been met.
- E. Utility Relocation. The Parties agree that utility companies shall be responsible for providing for the relocation of any existing utilities from any existing public or private easement, as a result of construction of the Road Improvements. Developer or its contractor shall be responsible for coordinating for utility relocation and the payment of all utility relocation costs by the applicable utility companies. The Parties agree that all costs associated with relocating any existing utilities from any existing public or private easement as a result of construction of the Public Improvements, to the extent not funded by utility companies, shall be paid by the Developer and shall not be reimbursable pursuant to this Agreement.
- F. Warranty. The Developer agrees to require every contractor constructing the Road Improvements to provide no less than a two (2) year warranty against material defects and workmanship, in a form approved by the Director of Public Works.

- G. Bonds. The Developer shall, or shall ensure that its contractors shall, for the construction of the Road Improvements:
- (1) Prior to commencement of construction and ending upon acceptance by the District of the Road Improvements, maintain a performance and payment bond in a form approved by the District's legal counsel, in an amount equal to the cost of the Road Improvements, as determined by the Director of Public Works, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bonds shall name the District as an obligee and copies of certificates of such bonds shall be delivered to the District.
  - (2) Maintain a maintenance bond in a form approved by the District's legal counsel, in an amount equal to the cost of the project as set by the District's approval of the total project costs in this Agreement, for a term of two (2) years following completion of the construction of the Road Improvements, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the District as an obligee and a copy of a certificate of such bond shall be delivered to the District.
  - (3) The Developer shall indemnify the City and the District and their officers and employees for any damage resulting to the City or the District, their officers or employees from failure of the Developer to provide the bonds set forth in this Section.
- H. Prevailing Wage. The Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer, and the Developer shall indemnify the City and the District for any damage resulting to it from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws. Developer shall provide proof of the payment of prevailing wages prior to any reimbursement payments by the District pursuant to this Agreement.
- I. Maintenance.
- (1) The Developer shall be responsible for maintaining the Access Area and keeping the Access Area in a smooth and usable condition. The Developer agrees that the Access Area shall remain clear and accessible at all times.
  - (2) In the event Developer fails to reasonably maintain or repair the Access Area, the District may do so at its expense, provided the District uses like or similar quality and type of materials originally installed on the Access Area, and further provided the District does not change the grade or elevation of the Access Area without the permission of Developer. Any repair or maintenance performed within the Access Area must be preceded by a thirty (30) day written notice to Developer. The costs of any repair on

maintenance performed by the District will be charged to the Developer and will be charged against any reimbursements still outstanding.

3. Grant of Easement and Use of Access Area. The Developer hereby grants to District a non-exclusive easement for pedestrian and vehicular ingress and egress (but not parking) by the public over and across the Access Area. The ingress and egress rights granted hereby may be used non-exclusively by the District. Upon termination of this Agreement, District shall provide a release and extinguishment of all District's rights granted hereunder in recordable form.
4. Reimbursement of Road Improvements Costs.
  - A. Subject to all requirements and conditions of this Agreement, the District shall reimburse the Developer for the actual costs incurred by the Developer to design the Road Improvements and final design and construct the Road Improvements ("**Construction Costs**") up to the Maximum Reimbursement. The "**Maximum Reimbursement**" from the District shall not exceed \$100,000. Should total costs exceed \$100,000, Developer shall pay for all costs in excess of \$100,000.
  - B. All requests for reimbursement shall be made in an Application for Reimbursable Costs in substantial compliance with **Exhibit A**. The Developer shall, at the request of the District or the Director of Public Works, provide itemized invoices, receipts or other information, if any, reasonably requested by the District to confirm that any such costs is so incurred and does so qualify. The Parties agree that reimbursable costs, to the extent actually incurred by Developer for the Road Improvements and certified by the District, subject to the payment limitations of Paragraph 4.A., are eligible for reimbursement in accordance with this Agreement.
  - C. If the District determines that any cost identified as a reimbursable cost is not reimbursable, the District shall so notify the Developer in writing. The District may also request such additional information from Developer as may be required to process the requested reimbursement.
5. Indemnification.
  - A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent caused by the design and construction of the Road Improvements and any of Developer's activities authorized in this Agreement; provided, however, that the Developer need not save harmless the City

from claims, demands, losses and expenses arising out or to the extent caused by the negligence of the City, its employees or agents and the Developer need not save harmless the District from claims, demands, losses and expenses arising out or to the extent caused by the negligence of the District, its employees or agents.

- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. Neither the City nor the District does, nor shall they, waive any rights against the Developer which they may have by reason of this indemnification, because of the acceptance by the City or the District, or the deposit with the City or the District by the Developer, of any of the insurance policies described in this Agreement. This indemnification by the Developer shall apply to all damages and claims for damages of any kind suffered by reason of any of the construction referred to in this Agreement, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City and the District of any and all claims filed against the Developer or the Developer and the City jointly or the Developer and the District jointly, and shall provide the City and the District with a copy of the same.
- D. Challenges to Contract. The Developer shall indemnify, defend and hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the City or the District with respect to the validity of the terms and conditions of this Agreement.
- E. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

## 6. Insurance.

- A. Prior to commencing construction of the Public Improvements, the Developer or its contractor shall file with the District evidence of liability insurance that is consistent with the requirements of the City's Public Works Manual and in the following amounts:
  - (1) Commercial general liability ("CGL") insurance providing coverage for those liabilities which is equal or broader than that currently covered by a

CGL policy (a standard ISO CGL form) including at least the following hazards: (1) premises and operations; (2) products and completed operations; (3) independent contractors; and (4) blanket contractual liability for all legal contracts; such insurance to be on an "occurrence" form with a combined limit of not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610 RSMo which is made applicable to political subdivisions pursuant to Section 537.600, RSMo, which for 2018 is \$2,804,046 for all claims arising out of a single occurrence and \$420,606 for any single person in a single accident or occurrence;

- (2) Workers' compensation insurance or self-insurance, subject to statutory limits and employer's liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate in respect of any work or operations on or about the Property, or in connection with the Property or its operation if applicable in accordance with the applicable worker's compensation laws.

B. Each insurance policy obtained in satisfaction of the foregoing requirements:

- (1) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A- or better by Best Insurance Guide and Key Ratings or shall be acceptable to the District as evidenced by a written certificate delivered to the District, and
- (2) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved as evidenced by a written report delivered to the District.

C. All such policies, or a certificate of the insurers that such insurance is in full force and effect, shall be delivered to the District and, prior to expiration of any such policy, the Developer or its contractor shall furnish the District with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for prior written notice to the District of any cancellation or reduction in amount of coverage.

7. Default and Remedies. Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement. In addition to the rights of specific performance, if the Developer fails to perform hereunder, the District may, at its option, complete the design and construction of the Road Improvements and seek damages from the Developer. No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right

and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.

8. Termination. This Agreement may be terminated at the option of the District upon the occurrence of an event of default listed in Section 7 above, provided, however, that the District may not declare a default until written notice has been given to the Developer and the Developer has not cured such default or is not zealously pursuing such cure within thirty (30) days of the District giving such notice.
9. District Requirements and Prior Approval. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
10. City Rights and Obligations. The City shall have the following obligations under this Agreement:
  - A. Reviewing plans and specifications as described in Section 2.A.
  - B. Coordinating with Developer for any utility relocation described in Section 2.E.
  - C. Reviewing payment applications described in Section 4.
  - D. Monitoring Developer's maintenance obligations described in Section 2.I.

The City shall also have an independent right to enforce the provisions of this Agreement.
11. Termination of Agreement. The Agreement shall terminate at the dissolution of the District.
12. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, shareholders, agents, attorneys, employees, successors and assigns. The terms and provisions of this Agreement are contractual and not mere recitals.
13. Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
14. Timeliness. Time is of the essence with respect to the duties and obligations set forth herein.
15. Estoppel Letter. Upon request by Developer made from time to time, the District shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
16. Representations. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully

understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement.

17. No Waiver of Breach. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
18. Rules of Construction. Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
19. No Assignment. The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties.
20. Entire Agreement. This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof.
21. Amendments. No alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.
22. Headings. The underlined paragraph headings are for the convenience of the reader, and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement.
23. Exhibits. All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Attachment: Landmark Signed TDD Application (7/1/291 Plaza Entry Improvement)

By: \_\_\_\_\_

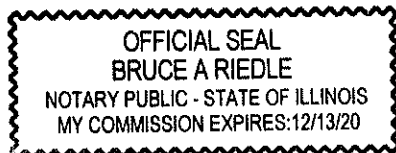
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ILLINOIS  
STATE OF ~~MISSOURI~~ )  
Madison ) ss.  
COUNTY OF ~~CASS~~ )

On this 9<sup>th</sup> day of FEBRUARY, 2018, before me, the undersigned, a notary public in and for the county and state aforesaid, came Robert L. Plummer, who is the PRESIDENT of RLP DEVELOPMENT COMPANY, INC. an ILLINOIS CORPORATION, and who is personally known to me to be the same person who executed this Agreement and he duly acknowledged the execution of this Agreement for and on behalf of said corporation, and acknowledged this Agreement to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Bruce A. Riedle  
NOTARY PUBLIC

My Commission Expires:

END OF DOCUMENT

Attachment: Landmark Signed TDD Application (7/1/291 Plaza Entry Improvement)

**THE HIGHWAY 71/291 PARTNERS IN  
PROGRESS TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Jay Shick, Executive Director

Approved as to form:

\_\_\_\_\_  
David Bushek, District Legal Counsel

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF CASS        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jay Shick, the Executive Director of the Highway 71/291 Partners in Progress Transportation Development District, a Missouri transportation development district and political subdivision, and who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said District, and such person duly acknowledged the execution of the same to be the act and deed of said District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Attachment: Landmark Signed TDD Application (71/291 Plaza Entry Improvement)

**CITY OF HARRISONVILLE,  
MISSOURI**

By: \_\_\_\_\_  
Brian Hasek, Mayor

Attest:

\_\_\_\_\_  
Sheryl Stanley, City Clerk

STATE OF MISSOURI       )  
                                      ) ss.  
COUNTY OF CASS        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Hasek, the Mayor of the City of Harrisonville, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Attachment: Landmark Signed TDD Application (7/1/291 Plaza Entry Improvement)

## EXHIBIT A

## APPLICATION FOR REIMBURSABLE COSTS

TO: Highway 71/291 Partners in Progress Transportation Development District  
Attention: Director of Public Works, City of Harrisonville, Missouri

Re: Landmark Plaza Development Agreement Reimbursement

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of February \_\_, 2017 (the "Agreement") between and among the Highway 71/291 Partners in Progress Transportation Development District (the "District"), the City of Harrisonville, Missouri (the "City") and \_\_\_\_\_ (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* hereto (or an equivalent form prepared by Developer which provides all required information) is a reimbursable cost and was incurred in connection with the construction of the Road Improvements.
2. These reimbursable costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed and no part thereof has been included in any other Application previously filed with the District.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this application relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this application is deemed not to constitute a reimbursable cost within the meaning of the Agreement, the Developer shall have the right to substitute other eligible reimbursable costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

Attachment: Landmark Signed TDD Application (71/291 Plaza Entry Improvement)

9. All of the Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_,  
a Missouri \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**DIRECTOR OF PUBLIC WORKS  
CITY OF HARRISONVILLE, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: Landmark Signed TDD Application (71/291 Plaza Entry Improvement)

DRAFT – January 23, 2018

[illegible]

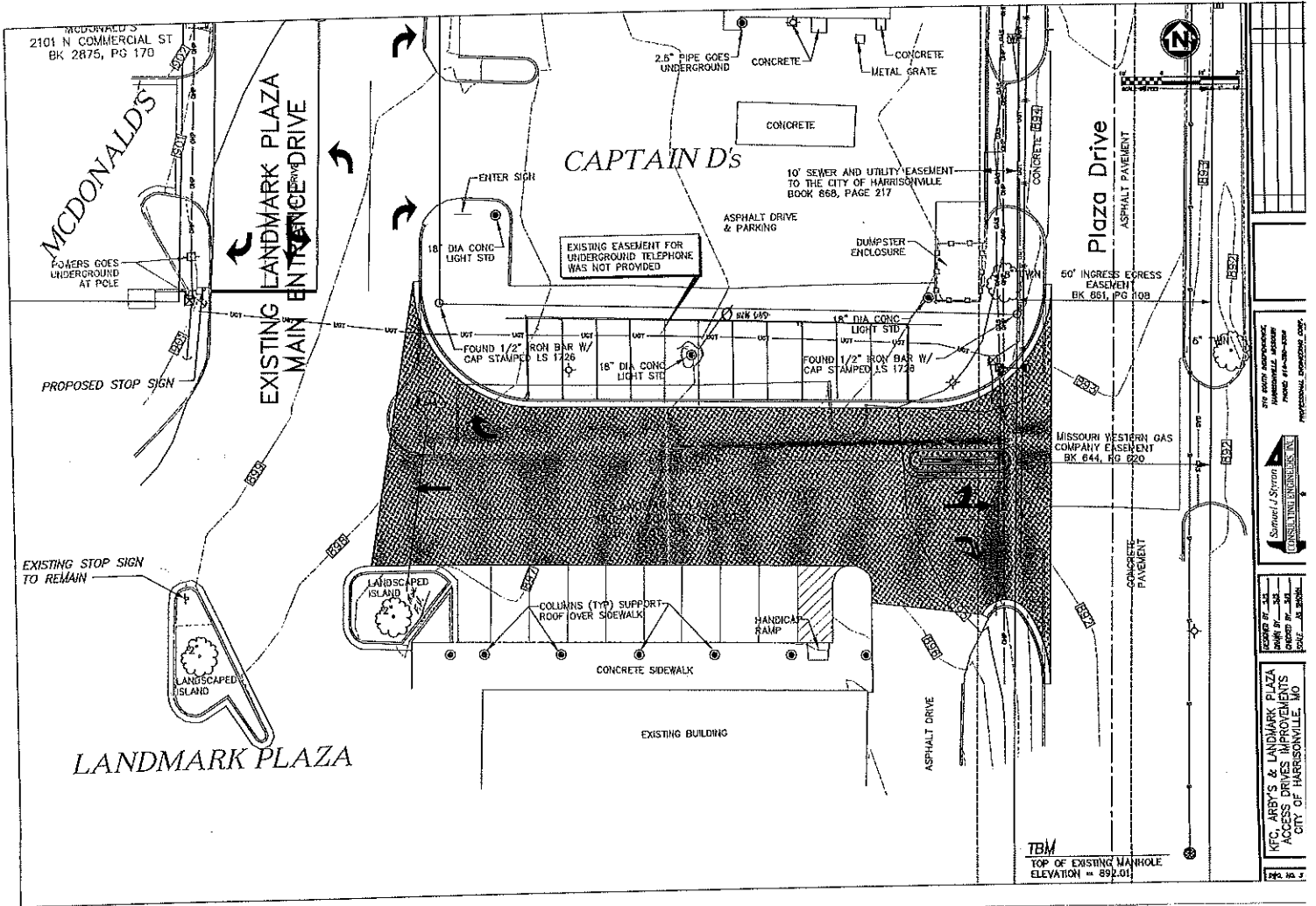
**Attachment: Landmark Signed TDD Application (71/291 Plaza Entry Improvement)**

DRAFT – January 23, 2018

**EXHIBIT B**

**SITE MAP**

Attachment: Landmark Signed TDD Application (71/291 Plaza Entry Improvement)



Attachment: Landmark Signed TDD Application (7/1/291 Plaza Entry Improvement)

The City of  
**Harrisonville, Missouri**

Missouri Route 291 TDD Map

- Missouri Route 291
- Hospital
- Harrisonville City
- 1234 Missouri

0 500 1,000  
Feet



Prettyman Rd.

De r St

2703  
2704  
2506  
2502  
2406  
2404  
2400  
Manor Ln.  
Hillside Dr.

Meadow

Crestv d Dr

Timber Dr.

2305  
2205  
2205  
2100  
1802  
1900  
1800  
1911  
1903  
1901

Attachment: 71-291 TDD Map (71/291 Plaza Entry Improvement)

Rock Haven Rd.

Royal Ct.

Royal St.

1700  
2402  
2402  
2403  
2401  
2301  
1703  
2120  
1601  
1503  
2118  
1606  
1500  
1408  
1402  
2010  
2002  
2000  
2101  
2003



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Randy Jones, City Clerk  
**DATE:** February 14, 2018  
**SUBJECT:** Fitness Equipment

**Type of Item:** *Approval*

Please see the attachment for Director Deal's report.

**Council Bill No. 18**

**Resolution No.**

**A Resolution of the Board of Aldermen of Harrisonville, Missouri Authorizing the City Administrator to execute a contract with 2nd Wind Exercise Equipment, Inc. in the amount of \$27,255.00 for the purchase of fitness equipment.**

**WHEREAS**, the City advertised in December 2017 and received bids for new fitness equipment for the Community Center on December 13, 2017;

**WHEREAS**, 5 bids were received for equipment to replace older fitness equipment;

**WHEREAS**, staff reviewed the bids and determined that 2nd Wind Exercise Equipment, Inc. submitted a proper bid and that it is the lowest responsible bid and can perform the service for the City of Harrisonville;

**WHEREAS**, the City of Harrisonville Board of Aldermen, after careful and due deliberation, concludes that 2nd Wind Exercise Equipment, Inc. has provided the lowest and best proposal to the City, and that entering into a contract with 2nd Wind Exercise Equipment, Inc. as set forth below would be in the best interest of the City.

**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 a contract with 2nd Wind Exercise Equipment, Inc. in the amount of \$27,255.00.

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

**PASSED AND RESOLVED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 20th day of February 2018.

---

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

ATTEST:

---

Randall K. Jones, City Clerk

**WITNESS** my hand and seal this 20th day of February 2018

# MEMO

TO: Board of Alderman

CC: Mayor Hasek, Happy Welch, City Administrator  
Marcella McCoy, Finance Director, Park Board

FROM: Chris Deal, Parks & Recreation Director

DATE: February 15, 2018

RE: New Fitness Equipment Bids

As part of the 2018 approved budget, new fitness equipment was advertised for bid for the Community Center. This type of equipment was selected to complement our existing equipment by adding new fitness features. Some of the older or higher maintenance fitness equipment will be sold.

The new fitness equipment listed for bid is as follows:

- 2 - Octane xRide xR6000 Seated Ellipticals w/Std Console and 900 mhz**
- 2 - Octane LateralX LX8000 Lateral Elliptical w/Std Console and 900 mhz**
- 1 - Cardio (Matrix Climbmill) Matrix C5X Climbmill w/900 MHz**
- 1 - Matrix Magnetic Rower**
- 1 - Set of TAG Rubber Hex Dumbbells 5 - 100lbs, 5lb increments**

The bid request for the above stated fitness equipment is on a 3 year lease purchase program. This process is similar to the previous 3 year lease purchase program for 6 treadmills. Each company was requested to provide funding options for the equipment. The bid results are listed below:

- |                                   |             |
|-----------------------------------|-------------|
| • Second Wind Commercial Division | \$27,255.00 |
| • Pro Maxima                      | \$27,391.00 |
| • Performance Fitness Equipment   | \$29,980.00 |
| • Certified Fitness Equipment     | \$30,250.00 |
| • Fitness Showcase                | \$32,750.00 |

The lowest and best bidder recommended is Second Wind Commercial Division. Second Wind also met all bid specifications. The lease purchase of the fitness equipment will be through Geneva Capital, LLC. The monthly cost for the fitness equipment is \$842 a month, which equals \$10,104 annual cost. The annual cost budgeted is \$10,202.

The finance company provided by the low bidder is **Geneva Capital, LLC**. The interest rate is 6.9% and there is a one dollar buy out of the equipment at the end of the lease. The first advance payment and origination fee will be due upon delivery of the equipment, for a total of \$1,137.00, which is part of the lease purchase total. City staff contacted the Harrisonville local banks and they declined to bid on the loan, either because they did not offer lease financing or they were not interested.

Staff and the Park Board recommends the bid from **Second Wind Commercial Division** for approval of the equipment and **Geneva Capital LLC** as the finance company for the lease.





**Geneva Capital** LLC

1311 Broadway Street · Alexandria, MN 56308  
 PH: 800-408-9352 · Fax: 800-284-3974  
[www.gogc.com](http://www.gogc.com) · [credit@gogc.com](mailto:credit@gogc.com)

Tuesday, February 13, 2018

City of Harrisonville, Missouri  
 300 E Pearl St  
 Harrisonville, MO 64701-1850

Dear Happy Wekch

Thank you for the opportunity to assist you on this lease. Per your discussion with Carey Kroll, attached are the lease documents for your signature. Please follow the below steps to ensure timely issuing of a purchase order to your Supplier(s).

### STEPS FOR COMPLETION



First, **Print** the attached documents package.



Next, **Sign, Title, & Date** all documents where indicated.

- ❖ **Digital or stamped signatures cannot be accepted.**
- ❖ **Signature on documents must match signature on drivers' license.**



Black arrows indicate an area for completion by you or another signer.



White arrows indicate an area for completion by a third party.



Then, **Include** all additional required items:

- Copy of each signers valid drivers' license for signature verification
- Check for monies due at signing (see next page for payment options)

*The breakdown of the amount due is as follows:*

|                  |                   |
|------------------|-------------------|
| Advance Payment  | \$842.00          |
| Origination Fee  | \$295.00          |
| <b>TOTAL DUE</b> | <b>\$1,137.00</b> |



Lastly, **Email** scanned copy of completed documents once printed & signed and all additional required items to [credit@gogc.com](mailto:credit@gogc.com) or fax immediately to (320)762-8402

Once I receive your document copies, I will be in touch with you to confirm receipt of the documents and go through the next steps and any necessary corrections.

**A purchase order for your equipment will be submitted to the supplier(s) upon our receipt of correctly completed and legible scanned or faxed documents and any upfront monies due.**

Allyson Radach from Pillar Insurance will also contact you to discuss insurance needs as per paragraph 8 of the Lease Agreement.

Should you have any questions, please feel free to contact me, and once again, thank you.

Sincerely,

Raquel Shrode  
 Documentation Specialist  
 Phone: (320) 759-3586  
 Email: [raquel@gogc.com](mailto:raquel@gogc.com)

Attachment: Fitness Equipment Staff Report (Fitness Equipment)

**PAYMENT OPTIONS:**

- 1.) Electronic ACH Payment: To expedite issuing of a purchase order to your supplier(s), include a copy of a voided check when faxing/emailing your documents and complete the below bank account information.

By completing the below upfront payment banking information, I (we) hereby authorize Geneva Capital, LLC to initiate an electronic withdrawal equal to **\$1,137.00**, which will be debited from the account named below on next business day.

 **Bank Name** \_\_\_\_\_ 
  **Account Type** ("Checking" or "Savings") \_\_\_\_\_ 
  **Transit/ABA/ Routing #** (9 digit #, lower left corner of check) \_\_\_\_\_ 
 **Account #** \_\_\_\_\_

Additionally, I (we) hereby authorize Geneva Capital, LLC to initiate, on the future monthly date my (our) payment is due, ongoing debit entries equal to each scheduled payment plus any applicable taxes and other amounts due & to initiate, if necessary, credit entries & adjustments for any debit in error to my (our) account indicated below. Ongoing authorization given is to remain in full force and effect until Owner receives written notification of its termination in such time and manner as to afford Owner and the bank a reasonable opportunity to act on it. We understand that our withdrawal of this authority without the express consent of Owner shall constitute a default of this Agreement.

☐ Check box to opt out of recurring monthly electronic payments.

**Company Name** City of Harrisonville, Missouri

**Agreement #** 58207

 **Authorized Signature** \_\_\_\_\_ 
  **Date** \_\_\_\_\_

|                                 |  |                       |
|---------------------------------|--|-----------------------|
| <b>ABC BUSINESS</b>             |  | 1036                  |
| 1234 Main Street<br>Anytown, CA |  | 20                    |
| PAY TO THE ORDER OF _____       |  | \$ _____              |
| <b>Anywhere Bank</b><br>N.A.    |  |                       |
| Lease #12345                    |  | <b>Not Negotiable</b> |
| ⑆ 33404567 ⑆ 1234567890 ⑆ 1036  |  |                       |

- 2.) Mail a check payable to Geneva Capital, LLC for **\$1,137.00**, with your original documents with agreement #58207 in the Memo line. **Choosing this option will delay issuing of your purchase order until funds are received.**

**Please remember to include a copy of a valid drivers' license for all guarantors and/or signors.**

| STATE DRIVER'S LICENSE                                                                                                                                                  |                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| SEX: M DOB: 03-17-1978<br>HEIGHT: 5'10" WEIGHT: 185 LBS EYES: BRN HAIR: BRN<br>D-987-465-668-584<br>LICENSE NUMBER<br>JOHN DOE<br>1234 MAIN STREET<br>ANYTOWN, MN 12365 | <br><i>John Doe</i> |



## MASTER EQUIPMENT LEASE AND SALE AGREEMENT

Agreement # 58207

## CUSTOMER INFORMATION

| FULL LEGAL NAME                 | ADDRESS                                       | PHONE          | FEDERAL TAX ID |
|---------------------------------|-----------------------------------------------|----------------|----------------|
| City of Harrisonville, Missouri | 300 E Pearl St , Harrisonville, MO 64701-1850 | (816) 380-8985 | 44-6000184     |

## SUPPLIER INFORMATION

| FULL LEGAL NAME                   | ADDRESS                                      | PHONE          |
|-----------------------------------|----------------------------------------------|----------------|
| 2nd Wind Exercise Equipment, Inc. | 7585 Equitable Drive, Eden Prairie, MN 55344 | (952) 544-5249 |

## EQUIPMENT DESCRIPTION

| QUANTITY                                                                 | ITEM DESCRIPTION                                 | SERIAL # |
|--------------------------------------------------------------------------|--------------------------------------------------|----------|
| 2                                                                        | Octane xR6000 Seated Ellip w/ 900MHz Integrated  |          |
| 2                                                                        | Octane LX8000 Lateral Ellip w/ 900MHz Integrated |          |
| 1                                                                        | Matrix CSX Climbmill - LED Console               |          |
| 1                                                                        | Matrix Rower with Magnetic Resistance            |          |
| 1                                                                        | Matrix Xult 5 - 50 Rubber Hex DB Set             |          |
| 1                                                                        | Matrix Xult 55 - 100 Rubber Hex DB Set           |          |
| EQUIPMENT LOCATION: 2400 S Jefferson Pkwy , Harrisonville, MO 64701-3721 |                                                  |          |

Equipment Cost **\$27,255.00**

## RENTAL TERM

36 Months

## RENTAL PAYMENT AMOUNT

36 Payments of \$842.00 (w/o tax) Plus applicable taxes

## ADVANCE PAYMENT

\$842.00

## RENT COMMENCEMENT DATE

Rental Payment Period is monthly unless otherwise indicated

**MASTER TERMS AND CONDITIONS** (This Master Equipment Lease and Sale Agreement contains provisions set forth on page 2 and any supplements and/or addendums, all of which are made part of this "Agreement")

1. **MASTER AGREEMENT:** Customer agrees to lease and purchase from Creditor the personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements and/or addendums to this Master Equipment Lease and Sale Agreement ("Agreement") from time to time signed by Customer and Creditor (such property and any upgrades, replacements, repairs and additions are referred to as "Equipment"). Customer agrees to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of this Agreement. This Agreement may be modified only by written agreement, signed by Customer and accepted by Creditor, and not by course of performance. The term of this Agreement will begin on the Rent Commencement Date and will continue from the first day of the following Rental Period for the number of consecutive months provided herein. Unless terminated pursuant to paragraphs 11 or 12 hereunder, this Agreement will terminate at the end of the term provided herein. Customer authorizes Creditor to insert in this Agreement any serial numbers and other identification data about the Equipment as well as any other omitted factual matters. This Agreement is the final agreement between the parties; any verbal or written communications prior to this Agreement were done for negotiation purposes only and are hereby superseded by this Agreement. Customer hereby attests Customer is authorized by law to acquire Equipment, has determined it is necessary for it to acquire the Equipment under this Agreement, and performance of its obligations under this Agreement complies with all state and local laws and regulations. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **NON-CANCELABLE LEASE.** The officer(s) of Customer executing this Agreement and all supplements and addendums hereto has (have) been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of Customer's governing body, or by other appropriate official action and have followed all proper procedures of its governing body in executing this Agreement. This Agreement constitutes a legal, valid, binding, and enforceable obligation of the Customer in accordance with its terms. THIS AGREEMENT IS A NON-CANCELABLE NET LEASE, AND, EXCEPT AS PROVIDED HEREIN IN PARAGRAPH 12 OF THE AGREEMENT, THE OBLIGATION OF CUSTOMER TO PAY ALL RENT AND PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED HEREIN THIS AGREEMENT AND CREDITOR'S RIGHTS IN AND TO ALL RENT ARE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS. CUSTOMER WILL NOT BE ENTITLED TO ANY ABATEMENT OR REDUCTION OF RENT OR ANY SET-OFF AGAINST RENT FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING OR CLAIMED TO ARISE OUT OF STRICT OR ABSOLUTE TORT LIABILITY OR CREDITOR'S NEGLIGENCE. THIS AGREEMENT WILL NOT TERMINATE AND CUSTOMER'S OBLIGATIONS WILL NOT BE AFFECTED BY ANY DEFECT IN, DAMAGE TO, OR LOSS OF POSSESSION OR USE OF ANY OR ALL OF THE EQUIPMENT. CREDITOR AND CUSTOMER INTEND THAT ALL RENT WILL CONTINUE TO BE PAYABLE IN ALL EVENTS IN THE MANNER AND AT THE TIMES SET FORTH IN THIS AGREEMENT UNLESS THE OBLIGATION TO DO SO SHALL HAVE BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT.

3. **RENT.** Customer agrees rent is paid in advance and will be payable in installments, each in the amount of the basic rent payment shown plus any applicable taxes, equipment protection fees, and late charges. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the Rent Commencement Date. Creditor will have the right to apply all sums received from Customer to any amounts due and owed to Creditor under the terms of this Agreement. Customer agrees to owe Creditor additional pro rata rent from date of the receipt of Equipment until the Rent Commencement Date. Rental Payments shall constitute a current expense of the Customer and shall not constitute indebtedness within the meaning of the Constitution and laws of the state of the Customer. Creditor makes no additional representations as to the treatment by Customer of this Agreement for financial statement or tax purposes. Nothing herein shall constitute a pledge of taxes or money other than the funds lawfully appropriated and approved by the Customer in accordance with all applicable laws or proceeds directly arising from the Equipment. Provided no events of default have occurred, Customer shall have the option to pay off the Agreement early and obtain full ownership interest for an amount equal to any and all then remaining Rental Payments plus the end of term estimated Fair Market Value of the Equipment plus any applicable taxes and fees. (CONTINUED ON PAGE 2)

## CREDITOR ACCEPTANCE

## CUSTOMER ACCEPTANCE

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

Creditor: Geneva Capital, LLC  
1311 Broadway St Ste 4, Alexandria, MN 56308

Customer: City of Harrisonville, Missouri

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name

Signature

Signature

Its: \_\_\_\_\_  
Title

Its: \_\_\_\_\_  
Title

Dated: \_\_\_\_\_  
Date

Dated: \_\_\_\_\_  
Date

Created 2/13/2018 (Rev 20160111220GOV)

Attachment: Fitness Equipment Staff Report (Fitness Equipment)

(Continued- Page 2)

Agreement # 58207

4. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of the Agreement, Customer agrees as to software only, if applicable: a) Customer has executed or will execute a separate software license agreement that Creditor is not a party to and has no responsibilities whatsoever in regards to such license agreement or sensitive data stored on Equipment or software, b) Customer has selected such software as provided in paragraph 6 of this Agreement.

5. **OWNERSHIP AND LOCATION OF EQUIPMENT:** The Equipment and Supplier thereof have been selected by Customer and Creditor shall have no responsibility therefor. Legal title to the Equipment is vested in Customer. In order to secure performance of Customer's obligations hereunder, Customer grants to Creditor a security interest in the Equipment and proceeds thereof. Customer agrees that all Equipment will remain personal property and will not be considered a fixture even if attached to real property. Customer will keep and use the Equipment only at Customer's Equipment Location, as shown on page 1 of the Agreement, and agrees not to move it unless Creditor agrees in advance. Customer will use the Equipment to perform essential function(s). The Equipment has been inspected and tested by a Customer and the Equipment is in full working order, in complete repair, and in good retail condition. The Creditor reserves the right to inspect the Equipment (by a source authorized by the Creditor) at any time during normal business hours throughout the term of this Agreement. Upon payment by Customer of all rental payments and other amounts due hereunder, and the performance by Customer of all other of Customer's obligations set forth herein, Creditor's security interest in the Equipment shall terminate and Creditor shall provide to Customer such documents as Customer shall reasonably request to evidence the termination of Creditor's security interest in the Equipment. Upon termination of this Agreement pursuant to paragraph 11 or 12, Customer shall return the Equipment to the location specified by Creditor at Customer's expense such Equipment to be in good and merchantable condition, normal wear and tear excepted. In such event, legal title to the Equipment shall automatically pass to Creditor and Customer agrees to remove any and all sensitive data stored on Equipment or software at Customer's expense.

6. **WARRANTIES:** CREDITOR MAKES NO WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THE EQUIPMENT IS MERCHANTABLE. CUSTOMER SELECTED THE SUPPLIER AND EACH ITEM INCLUDED IN THIS AGREEMENT BASED UPON CUSTOMER'S OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY CREDITOR. CREDITOR SHALL HAVE NO LIABILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT, FOR ANY DELAY OR FAILURE BY SUPPLIER(S) TO DELIVER AND INSTALL THE EQUIPMENT OR TO PERFORM ANY SERVICES, OR WITH RESPECT TO THE SELECTION, INSTALLATION, TESTING, PERFORMANCE, QUALITY, MAINTENANCE, OR SUPPORT OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF CREDITOR'S AND NO REPRESENTATION BY SUPPLIER SHALL IN ANY WAY AFFECT CUSTOMER'S DUTY TO PAY THE RENTAL PAYMENTS AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

7. **LOSS OR DAMAGE:** Customer is solely responsible for the risk of loss, destruction of, or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer will use the Equipment with due care and for the purpose for which it is intended. Customer will maintain the Equipment in good repair, condition and working order, and will furnish, at Customer's expense, all parts and services needed. All furnished parts will immediately become Creditor's property and part of the Equipment of this Agreement. Customer assumes all risks and liabilities, whether or not covered by required insurance, for loss or damage to the Equipment and for injury to or death of any person which is proximately caused by the negligent conduct of Customer, its officers, employees and agents. Customer agrees to promptly notify Creditor in writing of any loss or damage, and Customer shall at its option either (a) promptly restore the Equipment to fully working and commercially marketable condition free of defect, or (b) pay to Creditor the total of all unpaid rental payments for the full Agreement term. Any insurance proceeds will be paid to Creditor and applied against any loss or damage to the Equipment. Customer will be liable for the balance due under this Agreement if insurance proceeds are insufficient to pay off the Agreement.

8. **COLLATERAL PROTECTION, GENERAL LIABILITY INSURANCE:** Customer agrees to keep the Equipment fully insured against property damage and/or loss with Geneva Capital, LLC and its Assigns as Loss Payee in an amount not less than the Original Equipment Cost of \$27,255.00 until this Agreement is terminated. Customer also agrees to carry at minimum a \$500,000 comprehensive general liability insurance policy and to include Geneva Capital, LLC as an Additional Insured on the policy. Customer may self-insure against the casualty risks and liability risks described above. If Customer chooses this option, Customer must furnish Creditor with a certificate and/or other documents which evidences such coverage. Customer agrees to provide Creditor with a complete certificate of insurance acceptable to Creditor before this Agreement begins and throughout the Agreement term. In the event the acceptable certificate is not received or later lapses, Customer further authorizes Creditor as Customer's attorney-in-fact to enroll Customer in an equipment protection program through a third party insurance provider, and Customer agrees to pay a monthly administrative surcharge to Creditor. Creditor is not responsible for any loss or injuries caused by the installation, use, or removal of the Equipment. NOTHING IN THIS PARAGRAPH WILL RELIEVE CUSTOMER OF CUSTOMER'S RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

9. **TAXES AND FEES:** Customer shall be responsible for the payment when due of any taxes and other charges of any kind which are lawfully assessed or levied against or with respect to the Agreement, Equipment, the Rental Payments, or any part thereof, which become due during the Term of this Agreement, whether assessed against Creditor or Customer, except for tax assessed on Creditor's income. Customer hereby agrees to file and pay any applicable Personal Property Tax ("PPT") on the Equipment until the Agreement is paid in full. Customer will provide proof of filing and any required payment to Creditor annually to Creditor's business location during this agreement term. If Creditor is required to pay any of the above for Customer for any reason including Customer's failure to provide adequate proof of payment and filing for PPT, Customer agrees to reimburse Creditor and to pay Creditor a charge for Creditor's handling or collecting of any taxes on Customer's behalf. Customer agrees to pay Creditor an origination fee of \$295.00 on or before the date the first rental payment is due to cover the expense of originating the Agreement. Customer further agrees Creditor may make a profit on any administrative surcharge or processing.

10. **ASSIGNMENT:** CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. Creditor may sell, assign, or transfer this Agreement. Customer agrees if Creditor sells, assigns, or transfers this Agreement, the new owner will have the same rights and benefits Creditor has now. Customer agrees the rights of the new owner will not be subject to any claims, defenses, or set offs Customer may have against Creditor.

11. **DEFAULT AND REMEDIES:** If Customer does not pay any rental payment or other sum due to Creditor or Assignee when due or if Customer breaches any of Customer's obligations in the Agreement or any other agreement with Creditor, Customer will be in default. If any part of a payment is not received by Creditor within 4 days of its due date, Customer agrees to pay a late charge of 15% of the payment which is late or \$15.00, whichever is greater, or if less, the maximum charge allowed by law. If any information supplied by Customer on the credit application or during the credit process is later found to have been falsified or misrepresented, an event of default shall also be deemed to have occurred hereunder. If Customer is ever in default, Creditor can terminate, cancel, or accelerate any payments becoming due in the current Fiscal Year and require Customer pay those payments and at Customer's option return the Equipment per Paragraph 5 or pay all remaining payments (discounted at 6%) and any purchase option due. Creditor may also use any of the remedies set forth under Article 2A of the Uniform Commercial Code as enacted in the Customer's state of domicile, whether or not said Article 2A is otherwise applicable to this Agreement, or exercise any other remedy provided in law or equity. If Creditor refers this Agreement to an attorney or collection agency for collection, Customer agrees to pay Creditor reasonable attorney and collection fees and actual court costs. If Creditor has to take possession of the Equipment, Customer agrees to pay the cost of repossession including any damage to the Equipment or real property as a result of the repossession. Customer agrees Creditor will not be responsible to pay Customer any consequential or incidental damages for any default by Creditor under this Agreement. Customer agrees any delay or failure to enforce Creditor's rights under this Agreement does not prevent Creditor from enforcing any rights at a later time. Except as expressly provided for within this Agreement, Customer hereby waives all rights under Article 2A Sections 508 – 522.

12. **NON-APPROPRIATION:** If insufficient funds are available in Customer's budget to make the rental payments for the next Fiscal Year, then Customer shall have the option to non-appropriate the funds necessary to pay the rental payments. In the sole event of non-appropriation, as evidenced by the passage of an ordinance or resolution by the governing body of Customer which specifically prohibits Customer from performing its obligations under this Agreement, Customer shall have the right to terminate this Agreement, in whole but not in part, at the end of any Fiscal Year of Customer, in the manner contained herein. Customer may effect such termination by giving Creditor a written notice of termination and by paying to Creditor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Customer shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year and shall notify Creditor of any anticipated termination. In the event of termination of this Agreement, Customer shall deliver possession of the Equipment to Creditor in accordance with Paragraph 5 and shall convey to Creditor or release any interest in the Equipment within ten (10) days after the termination of this Agreement. Customer presently intends to continue this Agreement for its entire Term and to pay all Rental Payments specified. The officer of Customer responsible for budget preparation will include in the budget request all amounts to make rental payments under this Agreement in each budget to be submitted to its governing body. Customer shall use best efforts to obtain and maintain funds from which rental payments due under this Agreement may be made during each Fiscal Year for which amounts have been duly appropriated and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Customer reasonably believes moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose through the Agreement term. Upon termination of this Agreement as provided herein, Customer shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Customer has not delivered possession of the Equipment to Creditor in accordance with Paragraph 5 and conveyed to Creditor, the termination shall nevertheless be effective, but Customer shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under this Agreement which are attributable to the number of days during which Customer fails to take such actions and for any other loss suffered by Creditor as a result of Customer's failure to take such actions as required.

13. **UCC FILINGS AND FINANCIAL STATEMENTS:** Customer authorizes Creditor to record a UCC-1 financing statement or similar instrument, and appoint Creditor Customer's attorney-in-fact to execute and deliver such instrument in order to show Creditor's secured interest in the Equipment. It is further agreed Customer's rights and remedies are governed exclusively by this Agreement and Customer waives any and all other rights and remedies. Customer agrees to provide updated financial information (including financial statements and/or tax returns) upon Creditor's request.

14. **LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF CUSTOMER'S STATE OF DOMICILE. CUSTOMER AND CREDITOR EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES RELATING TO THIS AGREEMENT.**

 AUTHORIZED SIGNATURE

 DATE

Created 2/13/2018 10:08:18 AM (Rev 201601111220GOV)

Attachment: Fitness Equipment Staff Report (Fitness Equipment)

# CERTIFICATE OF SIGNATURE AUTHORITY

## Master Equipment Lease and Sale Agreement # 58207

This Certificate of Signature Authority is to be attached to and become part of the Master Equipment Lease Agreement # 58207 by and between City of Harrisonville, Missouri (Customer) and GENEVA CAPITAL, LLC (Creditor).

I, the undersigned Officer, Official, or other Authorized Representative, further referred to herein as "Officer", of City of Harrisonville, Missouri, do hereby certify that:  
(at least 1 required)

|            |                                                                                   |                                                                                   |                                                                                     |
|------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Name:      |  |  |  |
| Print Name |                                                                                   | Title                                                                             | Signature                                                                           |
| Name:      |  |  |  |
| Print Name |                                                                                   | Title                                                                             | Signature                                                                           |
| Name:      |  |  |  |
| Print Name |                                                                                   | Title                                                                             | Signature                                                                           |

Officer(s) of this government body or political subdivision of the state of Missouri, or any one of them, are authorized for and on behalf of this entity, to acquire equipment through Master Equipment Lease and Sale Agreement #58207 ("Agreement") from GENEVA CAPITAL, LLC or its assigns.

That any one of said Officers is hereby authorized, from time to time, to execute and deliver to GENEVA CAPITAL, LLC or its assigns, for and on behalf of this entity all the necessary instruments evidencing or securing said Agreement and the obligations thereunder, including notes, contracts, security agreements, addendums, assignments, and other documents all upon such terms and conditions as such Officer shall deem proper. This authority shall remain in effect until written notice of amendment or rescission shall have been received by GENEVA CAPITAL, LLC or its assigns and that receipt of such notice shall not affect any action taken prior thereto.

That, Customer has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Fiscal Year and such moneys will be applied in payment of all Rental Payments due and payable during such Fiscal Year. No event or condition that constitutes or would constitute an event of default exists as of the date hereof. The governing body of Customer has approved the authorization, execution, and delivery of this Agreement on its behalf by the Officer of Customer who signed the Agreement.

I, the undersigned, do hereby certify that I am a duly elected and qualified Officer of City of Harrisonville, Missouri, a government body or political subdivision organized and existing under and by the virtue of the laws of the state of Missouri; the authorization, approval, and execution of the Agreement have occurred in accordance with applicable state laws, including without limitation compliance with applicable open meeting laws and said Agreement is the legal, valid, and binding contract of Customer enforceable against said Customer in accordance with its terms.

IN WITNESS WHEREOF, I have affixed my name as Officer of said government body,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Day                      Month                      Year



\_\_\_\_\_  
Officer Name (Print)

        
Officer Signature

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement

REV# 201601110819GOV  
Created 2/13/2018

Attachment: Fitness Equipment Staff Report (Fitness Equipment)





## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Randy Jones, City Clerk  
**DATE:** February 15, 2018  
**SUBJECT:** Lease Agreement with Geneva Capital, LLC.

**Type of Item:** *Agreement*

This is a lease agreement to purchase the fitness equipment for the Community Center and pay for it over a 3 year period. The Parks Department prefers to purchase the larger amount of equipment at one time to replace instead of buy just a few pieces at a time over a 3 year period.

**Council Bill No. 19**

**Resolution No.**

**A Resolution Authorizing The City Administrator To Execute An Agreement With Geneva Capital, LLC, For A Master Equipment Lease And Sale Agreement For The City Of Harrisonville, Missouri, And Establishing An Effective Date**

Whereas, the City of Harrisonville ("City") is seeking to lease/purchase for new exercise equipment for the Community Center to replace older equipment reaching the end of their use;

Whereas, the Director of the Parks Department contacted several financial institutions that declined to offer a lease/purchase agreement with the City;

Whereas, the equipment vendor, 2nd Wind Exercise Equipment, recommended Geneva Capital, LLC ("Geneva Capital") as an option;

Whereas, the City wishes to engage with Geneva Capital for a Lease and Sale Agreement ("Agreement") at a reasonable lease purchase interest rate of 6.9% for an interest cost of \$1,137.00;

Whereas, Geneva Capital can provide the requested services,

Whereas, City staff has reviewed the Agreement and recommend approval:

Whereas, the Board of Aldermen feel it is important to enter into a lease/purchase agreement for the new Community Center equipment and find that the Agreement is in the best interest of the City and its residents.

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

Section 1: That the City administrator of the City of Harrisonville, Missouri is hereby authorized and directed by the Board of Aldermen to execute the Lease and Sale Agreement on behalf of the City with Geneva Capital, LLC.

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 ON THIS 20TH DAY OF FEBRUARY 2018.

---

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

ATTEST:

---

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20th day of February 2018



1311 Broadway Street · Alexandria, MN 56308  
 PH: 800-408-9352 · Fax: 800-284-3974  
[www.gogc.com](http://www.gogc.com) · [credit@gogc.com](mailto:credit@gogc.com)

Tuesday, February 13, 2018

City of Harrisonville, Missouri  
 300 E Pearl St  
 Harrisonville, MO 64701-1850

Dear Happy Wekch

Thank you for the opportunity to assist you on this lease. Per your discussion with Carey Kroll, attached are the lease documents for your signature. Please follow the below steps to ensure timely issuing of a purchase order to your Supplier(s).

### STEPS FOR COMPLETION



First, **Print** the attached documents package.



Next, **Sign, Title, & Date** all documents where indicated.

- ❖ **Digital or stamped signatures cannot be accepted.**
- ❖ **Signature on documents must match signature on drivers' license.**



Black arrows indicate an area for completion by you or another signer.

White arrows indicate an area for completion by a third party.



Then, **Include** all additional required items:

- ☐ Copy of each signers valid drivers' license for signature verification
- ☐ Check for monies due at signing (*see next page for payment options*)

*The breakdown of the amount due is as follows:*

|                  |                   |
|------------------|-------------------|
| Advance Payment  | \$842.00          |
| Origination Fee  | \$295.00          |
| <b>TOTAL DUE</b> | <b>\$1,137.00</b> |



Lastly, **Email** scanned copy of completed documents once printed & signed and all additional required items to [credit@gogc.com](mailto:credit@gogc.com) or fax immediately to (320)762-8402

Once I receive your document copies, I will be in touch with you to confirm receipt of the documents and go through the next steps and any necessary corrections.

**A purchase order for your equipment will be submitted to the supplier(s) upon our receipt of correctly completed and legible scanned or faxed documents and any upfront monies due.**

Allyson Radach from Pillar Insurance will also contact you to discuss insurance needs as per paragraph 8 of the Lease Agreement.

Should you have any questions, please feel free to contact me, and once again, thank you.

Sincerely,

Raquel Shrode  
 Documentation Specialist  
 Phone: (320) 759-3586  
 Email: [raquel@gogc.com](mailto:raquel@gogc.com)

Attachment: Documents 58207 (Lease Agreement with Geneva Capital, LLC.)

## PAYMENT OPTIONS:

- 1.) Electronic ACH Payment: To expedite issuing of a purchase order to your supplier(s), include a copy of a voided check when faxing/emailing your documents and complete the below bank account information.

By completing the below upfront payment banking information, I (we) hereby authorize Geneva Capital, LLC to initiate an electronic withdrawal equal to **\$1,137.00**, which will be debited from the account named below on next business day.

 **Bank Name** \_\_\_\_\_
  **Account Type** ("Checking" or "Savings") \_\_\_\_\_
  **Account #** \_\_\_\_\_

 **Transit/ABA/ Routing #** (9 digit #, lower left corner of check) \_\_\_\_\_

Additionally, I (we) hereby authorize Geneva Capital, LLC to initiate, on the future monthly date my (our) payment is due, ongoing debit entries equal to each scheduled payment plus any applicable taxes and other amounts due & to initiate, if necessary, credit entries & adjustments for any debit in error to my (our) account indicated below. Ongoing authorization given is to remain in full force and effect until Owner receives written notification of its termination in such time and manner as to afford Owner and the bank a reasonable opportunity to act on it. We understand that our withdrawal of this authority without the express consent of Owner shall constitute a default of this Agreement.

☐ Check box to opt out of recurring monthly electronic payments.

**Company Name** City of Harrisonville, Missouri

**Agreement #** 58207

 **Authorized Signature** \_\_\_\_\_

 **Date** \_\_\_\_\_

|                                                                                     |  |                                                                       |
|-------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------|
| <b>ABC BUSINESS</b>                                                                 |  | 1036                                                                  |
| 1234 Park Avenue<br>Anytown, CA                                                     |  |                                                                       |
| PAY TO THE ORDER OF _____                                                           |  | 20                                                                    |
|                                                                                     |  | \$ <span style="border: 1px solid black; padding: 2px 10px;"> </span> |
|                                                                                     |  | DOLLARS                                                               |
| <b>Anywhere Bank</b>                                                                |  |                                                                       |
| U.S.A.                                                                              |  |                                                                       |
| MEMO: Lease #12345                                                                  |  | Not Negotiable                                                        |
|  |  |                                                                       |

- 2.) Mail a check payable to Geneva Capital, LLC for **\$1,137.00**, with your original documents with agreement #58207 in the Memo line. **Choosing this option will delay issuing of your purchase order until funds are received.**

**Please remember to include a copy of a valid drivers' license for all guarantors and/or signors.**

| STATE DRIVER'S LICENSE |        |            |     |                                                                                                         |  |
|------------------------|--------|------------|-----|---------------------------------------------------------------------------------------------------------|--|
| BLU                    | 6-2    | 185        | M   | 01-01-2010                                                                                              |  |
| EYES                   | HEIGHT | WEIGHT     | SEX | VALID THROUGH                                                                                           |  |
| 03-17-1970             |        | BIRTH DATE |     |                                                                                                         |  |
| D-987-465-668-584      |        |            |     |                                                                                                         |  |
| LICENSE NUMBER         |        |            |     |                                                                                                         |  |
| JOHN DOE               |        |            |     | <br><i>John Doe</i> |  |
| 1234 MAIN STREET       |        |            |     |                                                                                                         |  |
| ANYTOWN, MN 12365      |        |            |     |                                                                                                         |  |



**MASTER EQUIPMENT LEASE AND SALE AGREEMENT**

Agreement # 58207

**CUSTOMER INFORMATION**

| FULL LEGAL NAME                 | ADDRESS                                       | PHONE          | FEDERAL TAX ID |
|---------------------------------|-----------------------------------------------|----------------|----------------|
| City of Harrisonville, Missouri | 300 E Pearl St , Harrisonville, MO 64701-1850 | (816) 380-8985 | 44-6000184     |

**SUPPLIER INFORMATION**

| FULL LEGAL NAME                   | ADDRESS                                      | PHONE          |
|-----------------------------------|----------------------------------------------|----------------|
| 2nd Wind Exercise Equipment, Inc. | 7585 Equitable Drive, Eden Prairie, MN 55344 | (952) 544-5249 |

**EQUIPMENT DESCRIPTION**

| QUANTITY | ITEM DESCRIPTION                                 | Equipment Cost \$27,255.00<br>SERIAL # |
|----------|--------------------------------------------------|----------------------------------------|
| 2        | Octane xR6000 Seated Ellip w/ 900MHz Integrated  |                                        |
| 2        | Octane LX8000 Lateral Ellip w/ 900MHz Integrated |                                        |
| 1        | Matrix C5X Climbmill - LED Console               |                                        |
| 1        | Matrix Rower with Magnetic Resistance            |                                        |
| 1        | Matrix Xult 5 - 50 Rubber Hex DB Set             |                                        |
| 1        | Matrix Xult 55 - 100 Rubber Hex DB Set           |                                        |

EQUIPMENT LOCATION: 2400 S Jefferson Pkwy , Harrisonville, MO 64701-3721

| RENTAL TERM            | RENTAL PAYMENT AMOUNT                                       | ADVANCE PAYMENT |
|------------------------|-------------------------------------------------------------|-----------------|
| <u>36</u> Months       | 36 Payments of \$842.00 (w/o tax) Plus applicable taxes     | \$842.00        |
| RENT COMMENCEMENT DATE | Rental Payment Period is monthly unless otherwise indicated |                 |

**MASTER TERMS AND CONDITIONS (This Master Equipment Lease and Sale Agreement contains provisions set forth on page 2 and any supplements and/or addendums, all of which are made part of this "Agreement")**

**1. MASTER AGREEMENT:** Customer agrees to lease and purchase from Creditor the personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements and/or addendums to this Master Equipment Lease and Sale Agreement ("Agreement") from time to time signed by Customer and Creditor (such property and any upgrades, replacements, repairs and additions are referred to as "Equipment"). Customer agrees to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of this Agreement. This Agreement may be modified only by written agreement, signed by Customer and accepted by Creditor, and not by course of performance. The term of this Agreement will begin on the Rent Commencement Date and will continue from the first day of the following Rental Period for the number of consecutive months provided herein. Unless terminated pursuant to paragraphs 11 or 12 hereunder, this Agreement will terminate at the end of the term provided herein. Customer authorizes Creditor to insert in this Agreement any serial numbers and other identification data about the Equipment as well as any other omitted factual matters. This Agreement is the final agreement between the parties; any verbal or written communications prior to this Agreement were done for negotiation purposes only and are hereby superseded by this Agreement. Customer hereby attests Customer is authorized by law to acquire Equipment, has determined it is necessary for it to acquire the Equipment under this Agreement, and performance of its obligations under this Agreement complies with all state and local laws and regulations. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

**2. NON-CANCELABLE LEASE.** The officer(s) of Customer executing this Agreement and all supplements and addendums hereto has (have) been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of Customer's governing body, or by other appropriate official action and have followed all proper procedures of its governing body in executing this Agreement. This Agreement constitutes a legal, valid, binding, and enforceable obligation of the Customer in accordance with its terms. THIS AGREEMENT IS A NON-CANCELABLE NET LEASE, AND, EXCEPT AS PROVIDED HEREIN IN PARAGRAPH 12 OF THE AGREEMENT, THE OBLIGATION OF CUSTOMER TO PAY ALL RENT AND PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED HEREIN THIS AGREEMENT AND CREDITOR'S RIGHTS IN AND TO ALL RENT ARE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS. CUSTOMER WILL NOT BE ENTITLED TO ANY ABATEMENT OR REDUCTION OF RENT OR ANY SET-OFF AGAINST RENT FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING OR CLAIMED TO ARISE OUT OF STRICT OR ABSOLUTE TORT LIABILITY OR CREDITOR'S NEGLIGENCE. THIS AGREEMENT WILL NOT TERMINATE AND CUSTOMER'S OBLIGATIONS WILL NOT BE AFFECTED BY ANY DEFECT IN, DAMAGE TO, OR LOSS OF POSSESSION OR USE OF ANY OR ALL OF THE EQUIPMENT. CREDITOR AND CUSTOMER INTEND THAT ALL RENT WILL CONTINUE TO BE PAYABLE IN ALL EVENTS IN THE MANNER AND AT THE TIMES SET FORTH IN THIS AGREEMENT UNLESS THE OBLIGATION TO DO SO SHALL HAVE BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT.

**3. RENT.** Customer agrees rent is paid in advance and will be payable in installments, each in the amount of the basic rent payment shown plus any applicable taxes, equipment protection fees, and late charges. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the Rent Commencement Date. Creditor will have the right to apply all sums received from Customer to any amounts due and owed to Creditor under the terms of this Agreement. Customer agrees to owe Creditor additional pro rata rent from date of the receipt of Equipment until the Rent Commencement Date. Rental Payments shall constitute a current expense of the Customer and shall not constitute indebtedness within the meaning of the Constitution and laws of the state of the Customer. Creditor makes no additional representations as to the treatment by Customer of this Agreement for financial statement or tax purposes. Nothing herein shall constitute a pledge of taxes or money other than the funds lawfully appropriated and approved by the Customer in accordance with all applicable laws or proceeds directly arising from the Equipment. Provided no events of default have occurred, Customer shall have the option to pay off the Agreement early and obtain full ownership interest for an amount equal to any and all then remaining Rental Payments plus the end of term estimated Fair Market Value of the Equipment plus any applicable taxes and fees. (CONTINUED ON PAGE 2)

**CREDITOR ACCEPTANCE****CUSTOMER ACCEPTANCE**

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

**Creditor:** Geneva Capital, LLC  
1311 Broadway St Ste 4, Alexandria, MN 56308

**Customer:** City of Harrisonville, Missouri

**By:** \_\_\_\_\_  
Print Name

**By:** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Its:** \_\_\_\_\_  
Title

**Its:** \_\_\_\_\_  
Title

**Dated:** \_\_\_\_\_  
Date

**Dated:** \_\_\_\_\_  
Date

(Continued- Page 2)

Agreement # 58207

4. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of the Agreement, Customer agrees as to software only, if applicable: a) Customer has executed or will execute a separate software license agreement that Creditor is not a party to and has no responsibilities whatsoever in regards to such license agreement or sensitive data stored on Equipment or software, b) Customer has selected such software as provided in paragraph 6 of this Agreement.

5. **OWNERSHIP AND LOCATION OF EQUIPMENT:** The Equipment and Supplier thereof have been selected by Customer and Creditor shall have no responsibility therefor. Legal title to the Equipment is vested in Customer. In order to secure performance of Customer's obligations hereunder, Customer grants to Creditor a security interest in the Equipment and proceeds thereof. Customer agrees that all Equipment will remain personal property and will not be considered a fixture even if attached to real property. Customer will keep and use the Equipment only at Customer's Equipment Location, as shown on page 1 of the Agreement, and agrees not to move it unless Creditor agrees in advance. Customer will use the Equipment to perform essential function(s). The Equipment has been inspected and tested by a Customer and the Equipment is in full working order, in complete repair, and in good retail condition. The Creditor, reserves the right to inspect the Equipment (by a source authorized by the Creditor) at any time during normal business hours throughout the term of this Agreement. Upon payment by Customer of all rental payments and other amounts due hereunder, and the performance by Customer of all other of Customer's obligations set forth herein, Creditor's security interest in the Equipment shall terminate and Creditor shall provide to Customer such documents as Customer shall reasonably request to evidence the termination of Creditor's security interest in the Equipment. Upon termination of this Agreement pursuant to paragraph 11 or 12, Customer shall return the Equipment to the location specified by Creditor at Customer's expense such Equipment to be in good and merchantable condition, normal wear and tear excepted. In such event, legal title to the Equipment shall automatically pass to Creditor and Customer agrees to remove any and all sensitive data stored on Equipment or software at Customer's expense.

6. **WARRANTIES: CREDITOR MAKES NO WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THE EQUIPMENT IS MERCHANTABLE. CUSTOMER SELECTED THE SUPPLIER AND EACH ITEM INCLUDED IN THIS AGREEMENT BASED UPON CUSTOMER'S OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY CREDITOR. CREDITOR SHALL HAVE NO LIABILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT, FOR ANY DELAY OR FAILURE BY SUPPLIER(S) TO DELIVER AND INSTALL THE EQUIPMENT OR TO PERFORM ANY SERVICES, OR WITH RESPECT TO THE SELECTION, INSTALLATION, TESTING, PERFORMANCE, QUALITY, MAINTENANCE, OR SUPPORT OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF CREDITOR'S AND NO REPRESENTATION BY SUPPLIER SHALL IN ANY WAY AFFECT CUSTOMER'S DUTY TO PAY THE RENTAL PAYMENTS AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

7. **LOSS OR DAMAGE:** Customer is solely responsible for the risk of loss, destruction of, or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer will use the Equipment with due care and for the purpose for which it is intended. Customer will maintain the Equipment in good repair, condition and working order, and will furnish, at Customer's expense, all parts and services needed. All furnished parts will immediately become Creditor's property and part of the Equipment of this Agreement. Customer assumes all risks and liabilities, whether or not covered by required insurance, for loss or damage to the Equipment and for injury to or death of any person which is proximately caused by the negligent conduct of Customer, its officers, employees and agents. Customer agrees to promptly notify Creditor in writing of any loss or damage, and Customer shall at its option either: (a) promptly restore the Equipment to fully working and commercially marketable condition free of defect; or (b) pay to Creditor the total of all unpaid rental payments for the full Agreement term. Any insurance proceeds will be paid to Creditor and applied against any loss or damage to the Equipment. Customer will be liable for the balance due under this Agreement if insurance proceeds are insufficient to pay off the Agreement.

8. **COLLATERAL PROTECTION, GENERAL LIABILITY INSURANCE.** Customer agrees to keep the Equipment fully insured against property damage and/or loss with Geneva Capital, LLC and its Assigns as Loss Payee in an amount not less than the Original Equipment Cost of \$27,255.00 until this Agreement is terminated. Customer also agrees to carry at minimum a \$500,000 comprehensive general liability insurance policy and to include Geneva Capital, LLC as an Additional Insured on the policy. Customer may self-insure against the casualty risks and liability risks described above. If Customer chooses this option, Customer must furnish Creditor with a certificate and/or other documents which evidences such coverage. Customer agrees to provide Creditor with a complete certificate of insurance acceptable to Creditor before this Agreement begins and throughout the Agreement term. In the event the acceptable certificate is not received or later lapses, Customer further authorizes Creditor as Customer's attorney-in-fact to enroll Customer in an equipment protection program through a third party insurance provider, and Customer agrees to pay a monthly administrative surcharge to Creditor. Creditor is not responsible for any loss or injuries caused by the installation, use, or removal of the Equipment. **NOTHING IN THIS PARAGRAPH WILL RELIEVE CUSTOMER OF CUSTOMER'S RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**

9. **TAXES AND FEES:** Customer shall be responsible for the payment when due of any taxes and other charges of any kind which are lawfully assessed or levied against or with respect to the Agreement, Equipment, the Rental Payments, or any part thereof, which become due during the Term of this Agreement, whether assessed against Creditor or Customer, except for tax assessed on Creditor's income. Customer hereby agrees to file and pay any applicable Personal Property Tax ("PPT") on the Equipment until the Agreement is paid in full. Customer will provide proof of filing and any required payment to Creditor annually to Creditor's business location during this agreement term. If Creditor is required to pay any of the above for Customer for any reason including Customer's failure to provide adequate proof of payment and filing for PPT, Customer agrees to reimburse Creditor and to pay Creditor a charge for Creditor's handling or collecting of any taxes on Customer's behalf. Customer agrees to pay Creditor an origination fee of \$295.00 on or before the date the first rental payment is due to cover the expense of originating the Agreement. Customer further agrees Creditor may make a profit on any administrative surcharge or processing.

10. **ASSIGNMENT: CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** Creditor may sell, assign, or transfer this Agreement. Customer agrees if Creditor sells, assigns, or transfers this Agreement, the new owner will have the same rights and benefits Creditor has now. Customer agrees the rights of the new owner will not be subject to any claims, defenses, or set offs Customer may have against Creditor.

11. **DEFAULT AND REMEDIES:** If Customer does not pay any rental payment or other sum due to Creditor or Assignee when due or if Customer breaches any of Customer's obligations in the Agreement or any other agreement with Creditor, Customer will be in default. If any part of a payment is not received by Creditor within 4 days of its due date, Customer agrees to pay a late charge of 15% of the payment which is late or \$15.00, whichever is greater, or if less, the maximum charge allowed by law. If any information supplied by Customer on the credit application or during the credit process is later found to have been falsified or misrepresented, an event of default shall also be deemed to have occurred hereunder. If Customer is ever in default, Creditor can terminate, cancel, or accelerate any payments becoming due in the current Fiscal Year and require Customer pay those payments and at Customer's option return the Equipment per Paragraph 5 or pay all remaining payments (discounted at 6%) and any purchase option due. Creditor may also use any of the remedies set forth under Article 2A of the Uniform Commercial Code as enacted in the Customer's state of domicile, whether or not said Article 2A is otherwise applicable to this Agreement, or exercise any other remedy provided in law or equity. If Creditor refers this Agreement to an attorney or collection agency for collection, Customer agrees to pay Creditor reasonable attorney and collection fees and actual court costs. If Creditor has to take possession of the Equipment, Customer agrees to pay the cost of repossession including any damage to the Equipment or real property as a result of the repossession. Customer agrees Creditor will not be responsible to pay Customer any consequential or incidental damages for any default by Creditor under this Agreement. Customer agrees any delay or failure to enforce Creditor's rights under this Agreement does not prevent Creditor from enforcing any rights at a later time. Except as expressly provided for within this Agreement, Customer hereby waives all rights under Article 2A Sections 508 – 522.

12. **NON-APPROPRIATION:** If insufficient funds are available in Customer's budget to make the rental payments for the next Fiscal Year, then Customer shall have the option to non-appropriate the funds necessary to pay the rental payments. In the sole event of non-appropriation, as evidenced by the passage of an ordinance or resolution by the governing body of Customer which specifically prohibits Customer from performing its obligations under this Agreement, Customer shall have the right to terminate this Agreement, in whole but not in part, at the end of any Fiscal Year of Customer, in the manner contained herein. Customer may effect such termination by giving Creditor a written notice of termination and by paying to Creditor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Customer shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year and shall notify Creditor of any anticipated termination. In the event of termination of this Agreement, Customer shall deliver possession of the Equipment to Creditor in accordance with Paragraph 5 and shall convey to Creditor or release any interest in the Equipment within ten (10) days after the termination of this Agreement. Customer presently intends to continue this Agreement for its entire Term and to pay all Rental Payments specified. The officer of Customer responsible for budget preparation will include in the budget request all amounts to make rental payments under this Agreement in each budget to be submitted to its governing body. Customer shall use best efforts to obtain and maintain funds from which rental payments due under this Agreement may be made during each Fiscal Year for which amounts have been duly appropriated and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Customer reasonably believes moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose through the Agreement term. Upon termination of this Agreement as provided herein, Customer shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Customer has not delivered possession of the Equipment to Creditor in accordance with Paragraph 5 and conveyed to Creditor, the termination shall nevertheless be effective, but Customer shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under this Agreement which are attributable to the number of days during which Customer fails to take such actions and for any other loss suffered by Creditor as a result of Customer's failure to take such actions as required.

13. **UCC FILINGS AND FINANCIAL STATEMENTS.** Customer authorizes Creditor to record a UCC-1 financing statement or similar instrument, and appoint Creditor Customer's attorney-in-fact to execute and deliver such instrument in order to show Creditor's secured interest in the Equipment. It is further agreed Customer's rights and remedies are governed exclusively by this Agreement and Customer waives any and all other rights and remedies. Customer agrees to provide updated financial information (including financial statements and/or tax returns) upon Creditor's request.

14. **LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF CUSTOMER'S STATE OF DOMICILE. CUSTOMER AND CREDITOR EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES RELATING TO THIS AGREEMENT.**

 AUTHORIZED SIGNATURE

 DATE

# CERTIFICATE OF SIGNATURE AUTHORITY

## Master Equipment Lease and Sale Agreement # 58207

This Certificate of Signature Authority is to be attached to and become part of the Master Equipment Lease Agreement # 58207 by and between City of Harrisonville, Missouri (Customer) and GENEVA CAPITAL, LLC (Creditor).

I, the undersigned Officer, Official, or other Authorized Representative, further referred to herein as "Officer", of City of Harrisonville, Missouri, do hereby certify that:

(at least 1 required)

Name:

Print Name

Title

Signature

Name:

Print Name

Title

Signature

Name:

Print Name

Title

Signature

Officer(s) of this government body or political subdivision of the state of Missouri, or any one of them, are authorized for and on behalf of this entity, to acquire equipment through Master Equipment Lease and Sale Agreement #58207 ("Agreement") from GENEVA CAPITAL, LLC or its assigns.

That any one of said Officers is hereby authorized, from time to time, to execute and deliver to GENEVA CAPITAL, LLC or its assigns, for and on behalf of this entity all the necessary instruments evidencing or securing said Agreement and the obligations thereunder, including notes, contracts, security agreements, addendums, assignments, and other documents all upon such terms and conditions as such Officer shall deem proper. This authority shall remain in effect until written notice of amendment or rescission shall have been received by GENEVA CAPITAL, LLC or its assigns and that receipt of such notice shall not affect any action taken prior thereto.

That, Customer has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Fiscal Year and such moneys will be applied in payment of all Rental Payments due and payable during such Fiscal Year. No event or condition that constitutes or would constitute an event of default exists as of the date hereof. The governing body of Customer has approved the authorization, execution, and delivery of this Agreement on its behalf by the Officer of Customer who signed the Agreement.

I, the undersigned, do hereby certify that I am a duly elected and qualified Officer of City of Harrisonville, Missouri, a government body or political subdivision organized and existing under and by the virtue of the laws of the state of Missouri; the authorization, approval, and execution of the Agreement have occurred in accordance with applicable state laws, including without limitation compliance with applicable open meeting laws and said Agreement is the legal, valid, and binding contract of Customer enforceable against said Customer in accordance with its terms.

IN WITNESS WHEREOF, I have affixed my name as Officer of said government body,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Day

Month

Year

Officer Name (Print)

Officer Signature

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

REV# 201601110819GOV  
Created 2/13/2018

Attachment: Documents 58207 (Lease Agreement with Geneva Capital, LLC.)



## STAFF REPORT

**TO:** Board of Aldermen  
**FROM:** Sheryl Stanley, Deputy City Clerk  
**DATE:** February 16, 2018  
**SUBJECT:** City Administrator's Report

**Type of Item:** Report

**CITY ADMINISTRATOR REPORT**

February 20, 2018

1. We will be travelling to Kansas City to meet with attorney Matthew Gist Wednesday, February 21, as we work on the personnel policy update. We have found that we need to add some policy sections to the manual, we're going to remove the technology policy and adopt it separately, and are making other changes to concerns staff has bumped in to when working with employees.
2. This Historic Preservation Commission has not used all of their money we budgeted for the Main Street USA conference in Kansas City March 26-28. If any Board member would like to go we can get you signed up.
3. The MML Legislative Conference covered the main topics that the statehouse is considering. Prevailing Wage exemption above a certain amount for maintenance for cities/counties; a municipal database setup by the state for expenditure/vendor listings; pre-emption of the municipal gross receipts tax and occupation licenses putting a \$25 cap on them; Senator Emery's Senate Bill 692 to do away with changes that came to municipal courts through Senate Bills 5 & 572; and the wireless facilities infrastructure bills to allow additional utility poles in the right of way and the city having no ability to regulate.
4. We will start interviewing over the next couple of weeks for a Community Development Planner. We received 10 applications/resumes and we will be interviewing 5.
5. City offices will be closed Monday, February 19, for the President's Day holiday.

**A. Action Item (ID # 2795)**

City Administrator's Report