



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 21, 2019
7:00 PM**

- 1. Call to Order**
 - A. Roll Call**
- 2. Pledge of Allegiance**
- 3. Ceremonial Matters**
 - A. MPUA Presentation**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Public Hearing - Jan 7, 2019 6:45 PM**
 - B. Board of Aldermen - Regular Meeting - Jan 7, 2019 7:00 PM**
 - C. Executive Session January 7, 2019 Minutes**
 - D. Corrected November 19, 2018 Minutes**
- 6. Agenda Items**
 - A. P&Z Reappointments**
 - B. Council Bill 005: A Resolution by the Board of Aldermen of the City of Harrisonville, Missouri, authorizing and directing the city administrator to enter into an agreement with OptumHealth Care Solutions, LLC, to offer standard member access to the Community Center at no cost to eligible Medicare recipients and establishing an effective date.**
 - C. Council Bill 006: An Ordinance to Amend Chapter 105, Elections Sections 105.035 A. and C. and Chapter 110 Mayor and Board of Aldermen Section 110.020 by repealing said sections and enacting in lieu thereof new Section 105.035 A. and C., and Section 110.020, of the Harrisonville Municipal Code of Ordinances, and establishing an effective date.**
- 7. Aldermen and Committee Reports**

- 8. Report from the City Administrator**
- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 17th day of January, 2019

Randall K. Jones, City Clerk

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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
PUBLIC HEARING
CITY HALL
JANUARY 7, 2019
6:45 PM

I. Call to Order

The meeting was called to order at 6:45 PM by Mayor Brian Hasek

Attendee Name	Organization	Title	Status	Arrived
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	Late	6:53 PM
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were: City Administrator Happy Welch, City Attorney John Fairfield, Finance Director Marcella McCoy, Public Works Director Eric Patterson, City Planner Roger Kroh, Public Information Officer/Deputy City Clerk Daniel Barnett, Parks & Recreation Director Chris Deal and City Clerk Randall Jones, Recording.

II. Public Portion

City Administrator Happy Welch gave an explanation of the proposed changes to the sign regulations and discussed the Street/ACLU lawsuit against the City of Harrisonville. City Attorney John Fairfield gave further definition on content based signs. There was no public input. The public hearing officially closed at 7:02 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jan 7, 2019 6:45 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 7, 2019
7:00 PM

1. Call to Order

The meeting was called to order at 7:03 PM by Mayor Brian Hasek

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
Jessica Levensen	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	

Others present were: City Administrator Happy Welch, City Attorney John Fairfield, Finance Director Marcella McCoy, Police Chief John Hofer, Public Works Director Eric Patterson, Parks & Recreation Director Chris Deal, Public Information Officer/Deputy City Clerk Daniel Barnett and City Clerk Randall Jones, Recording.

2. Pledge of Allegiance

3. Ceremonial Matters

A. Shen Yun Performing Arts Days

Mayor Hasek presented a proclamation to Shen Yun representative, Barbara Gay.

4. Public Participation

None.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Dec 3, 2018 7:00 PM

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

B. Board of Aldermen - Special Meeting - Dec 10, 2018 6:00 PM

RESULT: **ACCEPTED [7 TO 0]**
MOVER: David Dickerson, Board Member
SECONDER: Jessica Levsen, Board Member
AYES: Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman
ABSTAIN: Judy Bowman

6. Agenda Items**A. Youth Goose Hunt**

Staff report presented by Police Chief John Hofer.

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

B. Resolution A Resolution by the Board of Aldermen of the City of Harrisonville, Missouri, authorizing the Police Chief to enter into a Police Training Reimbursement Agreement with Police Department Recruits to assist financially with living expenses while attending the Cass County Sheriff's Office Regional Training Academy, and establishing an effective date.

Staff report presented by Police Chief John Hofer and City Administrator Happy Welch. City Attorney John Fairfield pointed out that the recruits will not be considered full-time employees until they become a probationary officer. Alderman Bowman asked what the stipend would be and asked for clarification on what the allowance covers. Alderman Levsen asked how long the course was - six months. Alderman Turner asked about liability insurance on the recruits if they were to work on holidays. Alderman Long asked about a possible two-week work session prior to starting with the department. Alderman Milner asked what would happen if the Department decided the recruit was not a good fit. Chief Hofer stated they will go through an interview process prior to the start of the program just as all other positions do. Alderman Levsen inquired about health insurance coverage and Administrator Welch stated the City would provide insurance for the recruit only. Upon passage, Mayor Hasek designated it to be Resolution #001-19.

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

- C. Resolution** A Resolution of the Board of Aldermen to approve amending the pay scale by increasing the minimum wage in Pay Level .25 to match the current minimum wage as established by the State of Missouri, and establishing an effective date.

Staff report presented by City Administrator Happy Welch. Upon passage, Mayor Hasek designated it to be Resolution #002-19.

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

- D. Jan. 21 Meeting**

After discussion, no action was taken to change the January 21, 2019 meeting date. Alderman Turner stated that he thought it should be on the 21st. Alderman Levsen said it was okay with her either way. Alderman Milner said that since the Board did not give staff the day off, then the Board should meet. Alderman Reece asked why it was on the agenda in the first place. Alderman Long asked about a possible service project. Mayor Hasek stated that the City would be having a Martin Luther King, Jr. Day of Service. City staff will be at both Price Chopper and Wal-Mart gathering non-perishable food for the Harrisonville Food Pantry.

RESULT: WITHDRAWN

- E. Ordinance** An Ordinance of the City of Harrisonville, Missouri repealing Chapter 435 Sign Regulations of the Code of Ordinances and enacting in lieu thereof a new Chapter 435 Sign Regulations and establishing an effective date.

Staff report presented by City Administrator Happy Welch. Alderman Milner stated there were so many changes to the sign ordinance that she did not feel everyone had time to review all of them and that they should also have some community input. City Attorney John Fairfield said that the City was in a time crunch due to the ACLU suit. The changes that were made satisfy the ACLU requirements. Alderman Dickerson asked if they could still do changes to the business sign section if this were passed and the answer was yes. Alderman Reece asked what kind of document would be given to a new business coming into Harrisonville with regards to putting up a sign. Mayor Hasek explained the procedure for obtaining a sign permit. Alderman Bowman asked about business clients in the future if the ACLU has approved the sign ordinance as is, would the City be in jeopardy by making any future changes. City Attorney Fairfield stated that the City could still go back and simplify the ordinance. Council Bill #003-19 was read for the first time by title only. A motion to suspend the rules and move Council Bill #003-19 to its second reading by Alderman Bockelman and second by Alderman Dickerson. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Having been read in title only twice upon passage, Mayor Hasek designated it be Ordinance #3456.

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

F. Ordinance An Ordinance of the City of Harrisonville, Missouri authorizing the City Administrator to compensate Kelly Street for damages incurred pertaining to a Federal Lawsuit and establishing an effective date.

Council Bill #004-19 was read for the first time by title only. A motion to suspend the rules and move Council Bill #004-19 to its second reading by Alderman Dickerson and second by Alderman Long. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Having been read by title only twice, upon passage, Mayor Hasek designated it be Ordinance #3457.

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

7. Aldermen and Committee Reports

Alderman Bowman invited everyone to attend the Town Hall meeting hosted by Alderman Bowman and Alderman Reece on Saturday, January 12, 2019 at the Harrisonville United Methodist Church with Cass Regional Medical Center as the program.

Alderman Reece pointed out that the minutes from the November 18, 2018 stated that the vote for the 2019 Budget was unanimous when in fact she had voted against it. The vote was recorded in the body of the minutes correctly and needs to be changed in the recap box.

Alderman Levsen said that the first Harrisonville High School Show Choir event is this Saturday, January 12, 2019.

8. Report from the City Administrator

City Administrator Happy Welch announced that candidate filings would close next Tuesday, January 15, 2019 at 5:00 p.m..

9. Report from the Mayor

Mayor Hasek thanked the Board of Aldermen for settling the pending lawsuit. He also reminded everyone again of the Martin Luther King, Jr. Day of Service.

10. Adjourn to Executive Session/closed session 610.021 (1) Legal actions, causes of litigation (2) Leasing, purchasing or sale of real estate

Alderman Dickerson made a motion to enter into Executive Session with a second by Alderman Long. Roll call vote was taken with all ayes. Motion carried.

11. Adjourn From Regular Session

Regular Meeting**Monday, January 7, 2019****7:00 PM**

Motion by Alderman Milner to adjourn from regular session with a second by Alderman Dickerson. Motion carried. Meeting adjourned at 8:35 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jan 7, 2019 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 3, 2019
SUBJECT: P&Z Reappointments

Type of Item: *Approval*

The mayor is advising he would like to reappoint 2 current members of the P&Z for another term to end in 2022:

Dorothy Young

Chris Chiodini

And is requesting Board of Aldermen consent.

A. Action Item (ID # 3090)

P&Z Reappointments



TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 15, 2019
SUBJECT: OptumHealth Agreement

Type of Item: *Approval*

Issue:

Reduced costs for seniors when using the Community Center.

Background:

OptumHealth Care, a sister company to UnitedHealthcare, is offering free access for their members to the Community Center to promote fitness and reimbursing the Center at a reduced rate. This program encourages senior adults to use the equipment, facilities, and programs offered by the Parks and Recreation Department and was formerly known as the "Silver Sneakers" program. Without this program we will lose members to the Community Center. The reimbursement amount is \$4.00 per visit with a maximum amount of \$32.00 per month (8 visits).

Recommendation:

Approve the contract with OptumHealth Care.

Council Bill No.**Resolution No.**

Resolution A Resolution by the Board of Aldermen of the City of Harrisonville, Missouri, authorizing and directing the city administrator to enter into an agreement with OptumHealth Care Solutions, LLC, to offer standard member access to the Community Center at no cost to eligible Medicare recipients and establishing an effective date.

Whereas, the City of Harrisonville (“City”) has a Community Center with a variety of exercise options available to senior citizens (“Seniors”);

Whereas, the City encourages use of the Community Center by Seniors;

Whereas, the City can encourage use by Seniors through incentive programs offered by health care companies;

Whereas, OptumHealth Care Solutions, LLC (“Optum”) is an affiliate of United Healthcare offering a Medicare fitness incentive program for Seniors that offers free access to the Community Center through its Renew Active program;

Whereas, Optum proposes to reimburse the City a set amount through an agreement with the City (“Agreement”) for those Seniors participating in the Renew Active program at the City Community Center;

Whereas, City staff has reviewed and recommends approving the Agreement with Optum as a benefit to encourage better health for Seniors;

Whereas, the Board of Aldermen have reviewed the staff recommendation and believe it to be in the best interests of the City to approve the Agreement with Optum to make available at zero cost for Seniors the use of the Harrisonville Community Center;

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 enter into the proposed Agreement with OptumHeath Care Solutions, LLC to offer the Renew Active program for Seniors, a Medicare fitness program, that offers standard member access to the Harrisonville Community Center for free.

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 21ST DAY OF JANUARY 2019.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 21st day of January 2019

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on January 22, 2019 (the “Effective Date”), by and between OptumHealth Care Solutions, LLC, including its affiliates (“Optum”) and City of Harrisonville (“Network”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport Network comprised of facilities that provide services to support the Fitness Passport Program to customers of Optum; and

WHEREAS, Optum provides its customers and related Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum and Network wish to enter into this Agreement so that Optum customers and related Members may access the Fitness Passport Program and its associated benefits.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Network Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder or a benefit holder’s spouse enrolled in a qualifying health plan that may or may not be a member of a Participating Network Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder or a benefit holder’s spouse enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Network Facility.

Participating Network Facility: A Network facility including its branches contracted under this Agreement to provide services to Members under the Fitness Passport Program as outlined in Appendix A herein.

Network Facility Reimbursement: The payment for which Optum has agreed to distribute to Network for each Member who meets or exceeds the established Fitness Passport Program visit requirements as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term during any Renewal Term thereafter either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) day written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Network Facility shall provide all Members with access to the Participating Network Facility and all regular Network services, during the hours of operation as advertised by the Participating Network Facility to include, if applicable, an orientation to the Participating Network Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Network Facility will provide Members with membership to their facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets or exceeds the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network understands that Members are responsible for paying Participating Network Facilities the membership dues and/or associated fees. Optum shall not be responsible or liable for any membership dues and/or associated fees that a Member fails to pay to a Participating Network Facility.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Network Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to

permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to nonbinding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages,

claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages") and failure to comply with requirements of Section 3.3 Compliance with Applicable Laws, which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct; or (iii) an act or omission that results in a third party claim against the other party related to the provision of the Services under this Agreement. Network shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Network Facility; (b) ; and for any claim brought by a Member for the failure to deliver services by Participating Network Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation,

express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network, except any confidential information of any Member unless Network is provided an express authorization by such Member authorizing the disclosure of such confidential information as required by applicable law to Optum; for the purpose of auditing compliance by Network with the Access & Performance Minimums set forth in Section 1 of Appendix B. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals substantial material reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law and Sovereign Immunity. This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. Nothing in this Agreement, shall be interpreted or construed as waiving Network's sovereign immunity granted under applicable Missouri Law.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand

delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
Optum Health Care Solutions, LLC
Attn: Contracts Administration 11000
Optum Circle
Eden Prairie, MN 55344

Notice to Network: City
of Harrisonville 300 E.
Pearl St.
Harrisonville, MO 64701

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

City of Harrisonville
300 E. Pearl St.
Harrisonville, MO 64701

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

Internal Control No.: 00549614.0

Attachment: (03) City of Harrisonville_OHCS_FPA_9.25.18 (549614.0) (Optum response) (OptumHealth Agreement)

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network for each participating Member a pre-determined amount each calendar month, when the Member meets the program criteria as defined by Optum below:

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits Participating Network Facility during calendar month	\$4.00 per visit to Participating Network Facility with a maximum monthly payment of \$32.00 (8 visits)

Provided however, during any Term Optum shall not change the Reimbursement amount nor any program criteria that would reduce the Reimbursement to the Participating Network Facility.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Network Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Participating Network Facilities shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Members who have existing memberships with Participating Network Facilities or other gyms, either directly or through a third party, do not need to terminate their existing membership contract. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Network Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Network Facility including branches. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members. Provided however, Optum shall not, under any circumstances, have access, administrative or programming control with respect to Network's website to manage or create such link. Optum will coordinate and cooperate with Network's information technology employee, contractor or agent to create such link.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a mutually agreed upon file format, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Only those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement.
- e) Upon receipt of Fitness Passport Program utilization information on a monthly basis from Optum, on or before the first day of the month following the data submission or the next business day if the first day of the month falls on a weekend or holiday, Optum or Optum's designated third party will direct the Network Facility Reimbursement into Network's designated account via EFT.

In the event that data processing errors are found, these errors can be corrected in the next month's payment cycle.

- f) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Network Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will upload to the specified FTP site the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a

payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.

f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) Details of Fitness Passport Program Member benefits are available upon request and may be changed from time to time at the sole discretion of Optum, except as limited in Appendix A, II.. Optum shall use reasonable commercial efforts to notify Participating Network Facilities thirty (30) days prior to such changes.
- b) The Network Facility Reimbursement period for Network is for each calendar month, not the fifteenth of the month to the fifteenth of the following month or based upon the date when the individual joins the Fitness Passport Program. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn a Network Facility Reimbursement payment from Optum in the month he or she enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Network Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Network Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network or Optum's designated third party to upload usage file to Optum's FTP site *	Optum to upload eligibility verification file to Optum's third party designated FTP site	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage and February data

* Member's monthly usage reports are to be reported to Optum's designated third party by the fifth day of the month.



TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 16, 2019
SUBJECT: Candidate Election Filing Changes

Type of Item: *Approval*

Issue:

We have been made aware of some issues with the election qualifications section of our code and some corrections that need to be made.

Background:

Changes were made by the state for election qualifications that eliminated disqualification if a candidate was in arrears for a water or electric bill, and removed federal misdemeanor as a non qualifier, and changed the minimum from 21 years old to 18 years old.

Recommendation:

1st reading on January 21. Second reading on February 7. Staff recommends approving changes as presented.

Council Bill No.**Ordinance No.**

Ordinance An Ordinance to Amend Chapter 105, Elections Sections 105.035 A. and C. and Chapter 110 Mayor and Board of Aldermen Section 110.020 by repealing said sections and enacting in lieu thereof new Section 105.035 A. and C., and Section 110.020, of the Harrisonville Municipal Code of Ordinances, and establishing an effective date.

WHEREAS, the State of Missouri has amended Sections 79.070, 115.306.1. & 115.306.2. (2) of the Missouri Revised Statutes, regarding the qualifications and disqualification of candidates for elective public office in Cities of the Fourth Classification;

WHEREAS, the age requirement has changed from 21 years of age to 18 years of age in Section 79.070 RSMo.;

WHEREAS, the words “or misdemeanor” have been removed from the phrase “who has been found guilty of a felony or misdemeanor” in Section 115.306.1. RSMo.;

WHEREAS, the words “except candidates for a county or city committee of a political party,” with respect to filing an affidavit concerning tax delinquencies have been added to Section 115.306.2. (2) RSMo.;

WHEREAS, the City Staff of the City of Harrisonville, Missouri (“City”) recommends to the Board of Aldermen that the City incorporate the amendments to RSMo Sections 79.070, 115.306.1., and 115.306.2. (2) into the City Code; and

WHEREAS, the Board of Aldermen have reviewed the Staff recommendations and find that the proposed amendments are in the best interest of the City and its residents.

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

Section 1: That Section 105.035 Candidates for Municipal Office - Disqualifications, Filing of Affidavit, Tax Delinquency of the Municipal Code of Ordinances subsections A. and C. are hereby repealed, and new subsections A. and C. are hereby enacted in lieu thereof to read, as follows:

- A. No person shall qualify as a candidate for elective public office in the state of Missouri who has been found guilty of or pled guilty to a felony under the federal laws of the United States of America or to a felony under the laws of this

state or an offense committed in another state that would be considered a felony in this state.

- C. Each potential candidate for election to a public office, except candidates for a county or city committee of a political party, shall file an affidavit with the department of revenue and include a copy of the affidavit with the declaration of candidacy required under Section 115.349 RSMo, and Section 105.050 of this Code.. Such affidavit shall be in substantially the following form:

AFFIRMATION OF TAX PAYMENTS AND BONDING REQUIREMENTS:

I hereby declare under penalties of perjury that I am not currently aware of any delinquency in the filing or payment of any State income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy, or that I am a past or present corporate officer of any fee office that owes any taxes to the State, other than those taxes which may be in dispute. I declare under penalties of perjury that I am not aware of any information that would prohibit me from fulfilling any bonding requirements for the office for which I am filing.

_____ Candidate's Signature

_____ Printed Name of Candidate

Section 2: That Section 110.020 Alderman Qualifications and Term in Office of the Municipal Code of Ordinances is hereby amended by repealing the current Section 110.020 and enacting in lieu thereof a new Section 110.020 to read, as follows:

No person shall be an Alderman unless he/she is at least eighteen (18) years of age, a citizen of the United States and an inhabitant and resident of the City for one (1) year next preceding his/her election and a resident of the ward from which he/she is elected. Pursuant to Section 79.050, RSMo. and a vote of the citizens of Harrisonville on April 2, 2002, Aldermen shall be elected for a term of four (4) years.

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

portions thereof.

Section 4. That this order shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ ONE TIME BY TITLE ONLY ON JANUARY 21, 2019. READ FOR A SECOND TIME BY TITLE ONLY ON FEBRUARY 4, 2019 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 4TH DAY OF FEBRUARY 2019.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 4th day of February 2019



TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: January 17, 2019
SUBJECT: City Admin Report 1-21-19

Type of Item: *Report*

CITY ADMINISTRATOR REPORT

January 21, 2019

1. Harrisonville Community Service Day is Monday, January 21, 2019 from 7:00 a.m. to 5:00 p.m. City employees and the mayor will be collecting canned and dry goods for the Harrisonville Food Pantry in front of Harrisonville Walmart and Price Chopper. So far it looks like the weather is going to be decent that day.
2. I will be out of the office at the MCMA Winter Workshop Wednesday (1/23) through Thursday (1/24) in Columbia, MO.
3. Roger Kroh & I will be attending a region wide meeting on medical marijuana on Friday, January 25, 2019 at the MARC offices in Kansas City. City administrators, planners and others from around the area will be meeting to discuss the cities/counties part now that medical marijuana has been approved but we wait for the state to perfect the regulations and we look at our business licensing and zoning adoption as it relates.
4. Public Works crews will be preparing for the potential bad weather this weekend. We will update Facebook as needed if bad weather occurs and information needs to be posted.

A. Action Item (ID # 3100)

City Admin Report 1-21-19