



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 17, 2021
6:00 PM**

NOTE: As the City of Harrisonville works to maintain a safe and transparent environment for all members of the community during the ongoing COVID-19 pandemic, Board of Aldermen meetings at City Hall will not have a live audience. Instead, meetings will be available through a livestream on the City's YouTube channel. The livestream can be found by clicking on the "Watch City Meetings" link in the "Government" section of www.harrisonville.com. Individuals who have submitted an Agenda Request Form or are applicants listed for an item on the meeting's agenda will be allowed to attend the meeting in person but will be asked to leave the meeting after their item has been reviewed by the Board.

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Presentation honoring legacy of Corey Turner**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - May 3, 2021 6:00 PM**
 - B. Board of Aldermen - Work Session - May 3, 2021 6:30 PM**
- 5. Agenda Items**
 - A. Bicentennial Birthday "Block" Party**
 - B. Harrisonville Community Church Block Party**
 - C. Kids - Cops & Bikes Event Permit**
 - D. Annual Delinquent Real Estate Tax Sale**
 - E. Annual HHS Band Competition**

- F. **Council Bill 40: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF VANESSA HARGRAVE TO THE PARK BOARD.**
 - G. **Council Bill 41: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF DAVID ATKINSON TO THE PARK BOARD.**
 - H. **Council Bill 42: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF CATHY FARRIS TO THE PARK BOARD.**
 - I. **Council Bill 43: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF JENNIFER LOVE AS AN ALTERNATE MEMBER OF THE BOARD OF ZONING ADJUSTMENT.**
 - J. **Council Bill 44: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A REQUEST FROM ANDRE GIBSON TO KEEP CHICKENS AT 610 YOUNGER DRIVE.**
 - K. **Council Bill 45: AN ORDINANCE CALLING A GENERAL ELECTION IN THE CITY OF HARRISONVILLE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER TO IMPOSE A PUBLIC SAFETY SALES TAX OF ONE-HALF OF ONE PERCENT (0.5%) FOR PROVIDING REVENUES FOR THE OPERATION OF HARRISONVILLE EMERGENCY SERVICES.**
 - L. **Hearing regarding performance of Municipal Waste Services**
- 6. **Aldermen and Committee Reports**
 - 7. **Report from the City Administrator**
 - 8. **Questions from the Media**
 - 9. **Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 14th day of May, 2021.

Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3)

minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 13, 2021
SUBJECT: Presentation honoring legacy of Corey Turner

Type of Item: *Presentation*

A. Discussion Item (ID # 3896)

Presentation honoring legacy of Corey Turner



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 3, 2021
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Judy Bowman.

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Remote	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Fire Chief Eric Myler, Director of Administrative Services Jeremy Smith, City Attorney Steve Mauer, Public Works Director/City Engineer Carl Brooks, Parks Director Grant Purkey, Police Lieutenant Chris Osterberg, Building Official Chris Arthur, City Planner Roger Kroh, Mrs. Donna Hotchkiss and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Local Government Week Proclamation

Local Gov Week: Mayor Bowman introduced Mayor Pro Tem Marci Milner, City Administrator Brad Ratliff and Director of Administrative Services Jeremy Smith and thanked them for their leadership within the City.

Proclamation read by Mayor Bowman.

B. National Public Works Week Proclamation

Mayor Bowman introduced various members of the Public Works Department who were in attendance.

Proclamation read by Mayor Bowman.

Minutes Acceptance: Minutes of May 3, 2021 6:00 PM (Approval of Minutes)

Bowman thanked the department for their selfless work for the residents of Harrisonville.

C. National Police Week Proclamation

Mayor Bowman introduced various members of the Police Department who were in attendance.

Proclamation read by Mayor Bowman.

Bowman thanked the department for their selfless work for the residents of Harrisonville.

D. National EMS Week Proclamation

Mayor Bowman introduced various members of the Emergency Services Department who were in attendance.

Proclamation read by Mayor Bowman.

Bowman thanked the department for their selfless work for the residents of Harrisonville.

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Apr 19, 2021 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mike Zaring, Board Member
SECONDER:	Dave Doerhoff, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. Board of Aldermen - Work Session - Apr 19, 2021 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Mike Zaring, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

C. Executive Session Minutes - March 1, 2021

Mayor Bowman informed the Board that the Executive Session minutes from March 1, 2021 and April 19, 2021 will be removed from the agenda, as not all Aldermen were able to attend the meeting in person.

D. Executive Session Minutes - April 19, 2021

5. Agenda Items

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A REQUEST FROM ANDRE GIBSON TO KEEP CHICKENS AT 610 YOUNGER DRIVE.

Mayor Bowman informed the Board that Council Bill 35 is being moved to the May 17, 2021 meeting, as the applicant was missing one signature on his request.

Minutes Acceptance: Minutes of May 3, 2021 6:00 PM (Approval of Minutes)

RESULT: POSTPONED

Next: 5/17/2021 6:00 PM

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF DONNA HOTCHKISS TO THE HISTORIC PRESERVATION COMMISSION.

Mayor Bowman introduced Donna Hotchkiss to the Board of Aldermen and said she feels that she will be a great addition to the Historic Preservation Commission.

Upon passage, Mayor Bowman designated the resolution to be resolution number: 2021-021.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marcia Milner, Board Member

SECONDER: Judy Reece, Board Member

AYES: Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

C. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF APRIL MCLAUGHLIN TO THE HISTORIC PRESERVATION COMMISSION.

Mayor Bowman said April McLaughlin has faithfully served on the Historic Preservation Commission for a number of years and would like to be reappointed to her position.

Upon passage, Mayor Bowman designated the resolution to be resolution number: 2021-022.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Matt Turner, Board Member

SECONDER: Marcia Milner, Board Member

AYES: Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

D. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE PLACING A MORATORIUM ON THE COLLECTION OF CITY UTILITY CONNECTION FEES FOR TWENTY-FIVE RESIDENTIAL DWELLING UNITS IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI; AND ESTABLISHING AN EFFECTIVE DATE.

Staff report presented by Building Official Arthur, speaking about the history of utility connection moratoriums in the City of Harrisonville, including the passage of a 25-home moratorium on July 6, 2020.

Arthur said currently, including those in the planning stages, the City has now awarded, or earmarked, all of the 25 permits covered under the July 6, 2020 moratorium.

Arthur spoke about the addition of the Glen Eagle property as land that can now be built on. Arthur said he believes there could be as many as 20 new single-family building permits brought in by Glen Eagle in the near future.

Alderman Zaring asked if the Board could approve more than 25 at a time.

Arthur said more than 25 can be approved but that he recommends approving 25 at a time. Arthur reminded the Board that the plan is not for the moratorium to be a permanent removal of connection fees, but an incentive to encourage building.

Mayor Bowman said she is just thrilled to see new single-family building in Harrisonville and was excited to see results from the meetings in 2020 between herself, City Administrator Ratliff and several local builders to discuss potential ways to increase building in Harrisonville.

Upon passage, Mayor Bowman designated the resolution to be resolution number: 2021-023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Sandy Franklin, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

E. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI TO APPROVE THE FINAL PLAT OF LEXINGTON PLACE, A 6-LOT SUBDIVISION AT THE NORTHEAST CORNER OF LEXINGTON ST AND CHESTNUT AVENUE IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Staff report presented by City Planner Kroh. Kroh said the plat would replat three existing lots at the northeast corner of Lexington Street and Chestnut Avenue into six lots - three that will front on Lexington and three that will front on Chestnut. Kroh said the lots do meet the requirements for the R2B zoning district.

Kroh said the lots on Chestnut will be between 5,000 and 5,500 square feet, with the minimum lot size being 5,000 square feet in that district.

Kroh said the lots facing Lexington will be between 9,600 square feet in size, with the minimum lot size being 5,000 square feet in that district.

Kroh said the replat does contain an alley that was vacated during the March 15, 2021 Board of Aldermen meeting.

Kroh said three residents in the area have voiced concerns about the project, including: Concerns that the homes would be rentals, concerns about respecting nearby property during construction, concerns about the new homes raising property values increase and therefore property tax increase.

Kroh said staff's response to the concerns was that each of the new lots would meet the City's ordinance requirements for home building at this location.

Kroh introduced Chris Chiodini and Brent Hastie.

Mr. Chiodini spoke to the dimensions of the project and spoke to the value of in-fill development in the Harrisonville community. Chiodini said the intent of the project is to build market-rate homes that buyers could consider to be top quality single-family homes. Chiodini says he and Mr. Hastie have hired Engineer Sam Styron to conduct a storm-water drainage analysis, which determined that the post-development condition increases storm-water runoff at that location by one cubic foot per second. Chiodini said they have been working with City Engineer Martin and Public Works Director/City Engineer Brooks to combat the additional storm-water runoff and that he and Mr. Hastie plan to fully retain the post-development storm-water run off to the property.

Mr. Hastie addressed concerns of neighboring residents and spoke to the value of the homes he and Mr. Chiodini plan to build. Hastie said he takes resident concerns very seriously and hope to provide an environment for home buyers that keep them in good standing with their neighbors.

Mayor Bowman clarified that at the Planning & Zoning Commission meeting in which this item was voted on, Mr. Chiodini, who is the Chairman of that Commission, did recuse himself.

Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3542.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Zaring, Board Member
SECONDER:	Dave Doerhoff, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Turner
ABSENT:	Gary Davidson

6. Aldermen and Committee Reports

Alderman Doerhoff spoke about the upcoming Town Hall Meeting on May 8. Doerhoff said the presenter for the meeting will be Harrisonville Schools Superintendent Paul Mensching, Gifted Educator Laura Basham Frees and student, George Frees. They will share three different perspectives on how each of them adjusted to the pandemic this past school year and the positive things they learned for the future.

Alderwoman Franklin said she was happy to see students taking advantage of the beauty of Harrisonville over the weekend as they took their Prom pictures. Reminded the Board that the first Junk in the Trunk will be on May 8, and spoke on some of the itinerary for the event.

Alderman Zaring said he was impressed by the Electric Department and spoke about their recent work after a tree fell on a power line in Ward 1 and how quickly they were able to restore power in the area. Zaring thanked those volunteering and serving on City Boards and Commissions.

Mayor Bowman thanked Alderman Zaring for his consistent vocal support of City staff.

Alderwoman Milner said she is happy to see all of the building and growth going on in Harrisonville and thanked staff for their vision and planning to make that happen. Milner said she appreciates staff for their dedication.

Alderman Turner spoke about ongoing storm-water prevention efforts in Ward 4 during the rain event on April 28, and said there is still plenty of work to do.

Alderman Mills spoke about a recent interaction with those working on the 2020 Asphalt and Milling project and said he feels it is going well.

7. Report from the City Administrator

City Administrator Ratliff spoke about several upcoming City-Wide Clean Up events.

Ratliff informed the Board that Public Works Director/City Engineer Brooks, City Engineer Martin and Building Official Arthur met with PWSD No. 4 to discuss the water line they constructed in Glen Eagle. Ratliff said the district is of the belief that it will need to be moved because of the new retention basin. However, City Engineer Martin has reviewed State requirements and says they do not require it to be moved. Ratliff said staff are thankful that Water District 4 is willing to work with the City and said staff felt it was a very positive meeting with PWSD No. 4.

Ratliff said staff have asked Lochner, the City's airport consultant, to investigate the cost to extend the length to accommodate jet aircraft. The engineer estimated the cost of the runway improvements to have jet aircraft at the airport is \$5,750,000.

Ratliff provided the Board with updates to the 2021 and 2020 Asphalt projects.

Ratliff said staff have advertised the Request for Proposals for improvement work to the Outdoor Pool and that bids are due by May 20, 2021.

Ratliff complimented Chief Hofer and his staff for the work that they did on the presentation during the Harrisonville CARES Coalition meeting on April 22, for the family of Corey Turner.

Ratliff spoke about the recent spring Prescription Drug Take Back event, in which the Police Department collected 217.4 pounds of prescription drugs.

Ratliff provided an update to the ongoing construction projects within the Harrisonville School District.

Ratliff informed the Board that at the ALDI Store, fire protection systems are 85% complete, MEP work is 60% complete and refrigeration work is 60% complete. Ratliff said the site work and parking lot work is scheduled to begin soon and that site utilities are 90% complete.

Ratliff spoke about the City's ongoing tracking of trash-collection complaints. Ratliff said met with Owner of Municipal Waste Services Bryan Moore. Ratliff thanked City Clerk Barnett for time spent tracking and responding to trash complaints. Ratliff said Mr. Moore will come before the Board on May 17, 2021.

Ratliff informed the Board that staff recently held kick-off conference call with GouldEvans (GE) on Comprehensive Plan project. Ratliff said City staff will be gathering requested information for GE over next two weeks and working with ETC Institute on the citizen satisfaction survey. Ratliff said the survey takes three months to complete (May-July) and said the Board will have opportunity to look over the questions and make comments.

8. Questions from the Media

None.

9. Adjourn from Regular Session

Mayor Bowman Reminded the Board about the Town Hall meeting on May 8.

Bowman Reminded the Board about the upcoming Mayor's State of the City Address on May 20, 2021 at the Harrisonville Community Center.

Bowman thanked the Cass Career Center for their diligent work to add a step and a handrail to the dais. Bowman said the Cass Career Center is such a significant strategic partnership that she values so much.

Bowman congratulated the 2021 seniors from the Harrisonville School District on their upcoming graduation. Bowman commended the teachers, parents, coaches and students for all that they have accomplished during such a complicated year.

A motion was made by Alderwoman Franklin to adjourn, with a second by Alderwoman Milner. Motion carried with all ayes. Meeting adjourned at 7:14 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
MAY 3, 2021
6:30 PM

1. Call to Order

The meeting was called to order at 7:22 p.m. by Mayor Judy Bowman.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Absent	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, City Attorney Steve Mauer, Fire Chief Eric Myler, Parks and Recreation Director Grant Purkey, Public Works Director/City Engineer Carl Brooks, Water Treatment Plant staff Cliff Holloway, Lee Darling, Michael Stewart and Clayton Dover, City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Water Treatment Plant SWOT Analysis

Public Works Director/City Engineer Brooks began his presentation by presenting the Mission Statement for the Water Treatment Plant.

Brooks introduced his staff.

Cliff Holloway - Chief Operator

Lee Darling - Plant Operator

Michael Stewart - Plant Operator

Clayton Dover - Plant Operator

Brooks said staff are some of the most important assets the City and Department has.

Brooks presented the SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) for the Harrisonville Water Treatment Plant to the Board.

Brooks reviewed the responsibilities of the plant and shared the plant's mission statement.

Brooks presented the strengths of the department, including: Staff, Staying up-to-date on ever-changing state regulations, Staying current on equipment maintenance.

Brooks presented the weaknesses of the department, including: Operating with a small crew, Operating complicated equipment.

Brooks presented the opportunities of the department, including: Providing nearly 1 million gallons of clean and safe water per day, Having the capacity to treat 2.4 million gallons per day, Providing the opportunity for the City to grow and expand with minimal worry about their water.

Brooks presented the threats of the department, including: Equipment failure, Non-compliant tests, constant changes to state regulations, which can provide a greater strain on staff.

City Administrator Ratliff spoke to the value of educating both staff and the Board about the intricacies of the work done at the Water Treatment Plant.

Mayor Bowman said she hopes that the Board of Aldermen will soon be able to tour the plant and other City facilities.

Bowman thanked Brooks and his staff for their dedication to the City and for presenting the Board with information about the vital work they do for the community.

B. Harrisonville Emergency Services cost analysis and resource discussion

Fire Chief Eric Myler began his presentation with an outline of what topics would be covered during the discussion.

Myler presented the Board with a comparison of Billable Calls vs Collection vs Write Offs between 2017 and 2020.

Myler presented the Board with a comparison between Medicare and Medicaid Write-Offs annually.

Myler presented examples of how Medicare collection effects the Harrisonville Emergency Services Department and spoke about the different billing rates available to the department.

Myler presented examples of how Medicaid collection effects the department.

Myler presented examples of how Private Insurance billing effects department.

Myler presented a comparison between call statistics from 2017 to 2020.

Baker Tilly C.P.A. Ben Hart spoke about the dynamics of the Emergency Services Fund and how it operates. Hart provided examples about how the fund would be affected if there were no new revenue sources were made available in comparison to how the fund would be affected if alternate revenue resources were made available.

Myler spoke about potential additional revenue sources for the Emergency Services Fund.

Hart spoke about the potential impact of adding a ½ cent sales tax increase for the Emergency Services Fund.

City Attorney Mauer addressed the Board in regards to additional tax options that are currently available to the City.

City Administrator Ratliff spoke to the need for additional revenue sources for the Emergency Services fund and spoke to the opportunity to support that fund through an increase in sales tax.

Ratliff asked for recommendations from the Board on how staff should proceed in retaining alternative funding for the Emergency Services Fund.

Alderwoman Milner asked if leaving the contract with Cass Regional Medical Center is a possibility.

Myler said it is possible but that it would be a significant financial hit to the Emergency Services fund.

Several Aldermen spoke to the need for precise and well-thought-out messaging if a sales tax initiative was something the City decided to pursue.

Mayor Bowman asked for a consensus from the Board.

The Aldermen stated that they would like to see staff put together an Ordinance allowing for language to go on the August ballot in regards to a Fire Sales Tax.

C. COVID 19 Discussion

Mayor Bowman spoke to the City's efforts to prevent the spread of the COVID-19 virus and asked the Board for its opinion on moving away from the policy requiring masks be worn in City buildings and to a policy that would make masks optional within City buildings.

Bowman also asked for the Board's opinion on when they felt it would be wise to allow the public to attend public meetings.

Alderwoman Milner asked for staff to share their opinion on the matter.

Fire Chief Myler said Emergency Services staff will still be required to wear masks when on calls but felt it should be up to the individual if they want to wear a mask or not.

Parks Director Purkey said staff are comfortable with not wearing masks but felt that it would be wise to leave it up to the individual to make that decision for themselves.

Director of Administrative Services Smith said he agreed that personal choice was important and spoke to the value of supporting each person's choice and making others feel comfortable. Smith also spoke to the value of continuing to support healthy practices (hand washing, staying home when sick) for both the staff and the public.

Public Works Director/City Engineer Brooks said he feels Public Works staff are in support of moving to the optional policy, as many of the staff do not interact with the public on a regular basis.

Community and Economic Development Director Clarke said he is willing to comply with a mask requirement but does not want to make that decision for someone else.

City Administrator Ratliff said the Administration Department would most likely agree with the feeling of the other departments and would be cautious but would support an optional policy. Ratliff also spoke to comments made at an earlier date by Police Chief Hofer about staff wearing masks when interacting with the public and social distancing is not possible.

Bowman asked for a consensus about moving to an optional mask policy within City buildings.

The Aldermen gave a consensus that masks should be encouraged but ultimately should be optional.

Bowman asked for a consensus about allowing the public to attend City meetings.

The Aldermen gave a consensus that they were in favor of allowing the public to attend City meetings but to do with social distancing efforts in place and with masks encouraged but not required, beginning in June.

A motion to adjourn was made by Alderwoman Franklin, with a second from Alderwoman Reece. The motion carried with a unanimous vote.

The meeting was adjourned at 9:15 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of May 3, 2021 6:30 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 2, 2021
SUBJECT: Bicentennial Birthday "Block Party"

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Amanda Stites

Requested Actions: Closure of the Historic Harrisonville Square on August 7th for Bicentennial Birthday Block Party.

Date of Application: April 5, 2021

PROPOSAL

The applicant, Amanda Stites, and the Love the Harrisonville Square Organization would like to close part of the Harrisonville square on August 7, 2021 from 7 am through 10 pm for the Bicentennial Birthday Block Party. The schedule and details for the day are shown in the attached Bicentennial Information Document.

PREVIOUS ACTIONS

This would be the first-time occurrence for this event however many similar events have been held on the square without complaints or concerns.

KEY ISSUES

N/A

STAFF COMMENTS AND SUGGESTIONS

Street Superintendent Jacobs estimates the cost for closure of the square for this event at \$2,200 in regular and overtime cost. The applicant has already worked out the details with Electric Superintendent Pollard regarding the required electricity for the event as well as Park and Recreation Director Grant Purkey about use of the stage and getting it to the square.

STAFF RECOMMENDATION

Staff recommends approval for the event as long as all state laws and city ordinances are followed.

ATTACHMENTS

Event Permit Application
Bicentennial Information Document

STAFF CONTACT:

John J. Hofer, Chief of Police
jhofer@harrisonville.com

A. Action Item (ID # 3875)

Bicentennial Birthday "Block" Party

Attachments:

Bicentennial Event Permit (PDF)

LTHS - Bicentennial Information (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Love the Harrisonville Square
2. Name of Applicant: Amanda Stites
Address: 30118 S. Main St., Harrisonville, MO 64701
Phone: 816-866-8762 Cell: Same
3. Purpose of Event: Bicentennial Birthday "Block" Party
→ Community celebration of MO's 200th birthday!
4. Proposed date(s) and time(s) of Event: August 7th 7am - 10pm
Begins w/ Farmers Market and continues with activities through the afternoon. Ends with a Bluegrass concert
5. Location(s) where event will be held: On the Square
Daytime: Lexington, Pearl & Independence
Evening: Lexington
6. Anticipated crowd size: 2,000 to 3,000 spread across the entire day
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☒ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: Please see attached.
Note: This is a "block party" in name only.
It's a play on the Square. ☺

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Bicentennial Event Permit (Bicentennial Birthday "Block Party")



Our History. Our Home. Our Heart

April 15, 2021

RE: Bicentennial Birthday “Block” Party

Madame Mayor & Aldermen,

The volunteers of Love the Harrisonville Square are very excited to bring a fun, family friendly and community focused celebration of the Missouri Bicentennial to the Historic Square. Activities are still being finalized, but please review this summary of the current plans and schedule for the day.

Daytime: Located on Lexington, Pearl & Independence

- Harrisonville Farmers & Artists Market (8 am – 2 pm)
 - Celebration of National Farmers Market Week with extended hours
 - Corn Counting Contest
 - Tomato & Funky Fruit or Veggie Contest (Sponsored by South Cass Tribune)
 - Vendor demonstrations & farm fact displays
- Antique Transportation Show (10 am – 2 pm)
 - Display of antique tractors, bicycles, cars and more
 - Prizes for top entries in each category
 - Coloring contest & activities for kids
 - “Train” Rides (Hosted by Harrisonville Rotary Club)
 - Touch a Truck (Fire Department – Hours TBD)
- Stage Performances (11 am – 5 pm)
 - Dominate Dance Company – Performance at 11 am
 - Professor Farquar & Pole Cat Annie (Hosted by Cass County Historic Society)
 - Performances at 1, 3, and 5 pm
 - Old west / vaudeville type performance with music
 - Adding additional performances
- Sidewalk Chalk Art Competition & Display (Hours TBD)
 - Entries to be Missouri themed
 - Will be judged by the Harrisonville Fine Arts Association

Attachment: LTHS - Bicentennial Information (Bicentennial Birthday "Block Party")



Our History. Our Home. Our Heart

Afternoon/Evening:

- Activities in Downtown District Businesses (sidewalk sales, demonstrations, drawings)
- Guided tours of the Cass County Courthouse (Hours TBD)
- Special Junk in the Trunk (3 pm – 6 pm)
 - Will take place in the large parking lot located near the library and log cabin

Evening: Located on Lexington only. Other streets will be opened as activities close down.

- Happy Birthday MO Celebration & Treats (6 pm)
- Bluegrass on the Bricks Street Dance (Sponsored by Family Center Farm & Home, Max Ford and Stites Media) (7 pm – 9 pm)
 - Performance by popular regional acts: Unfit Wives & Whiskey Mash Band
 - Sound equipment provided by Butler Music

To assist us with the execution of this event, we respectfully request the City of Harrisonville's assistance with the following:

- Placement of additional trash receptacles on the Square
- Providing and placing barricades for street closures
- Providing and placement of the trailer stage on Pearl Street
- Assistance in providing electricity to the stage area
- Placement of additional benches in the stage area
- Permission to place portable toilets in city-owned parking lots prior to event day

Finally, as with our other Summertime events we will implement public health measures as directed by Cass County Health Department.

With thanks,

Amanda Stites
President Elect
Love the Harrisonville Square



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 11, 2021
SUBJECT: Harrisonville Community Church Block Party

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Kim Catron

Requested Actions: Closure of Chapel Drive from South Street to Chapel Lane on Saturday May 29, 2021 for a church block party.

Date of Application: May 11, 2021

PROPOSAL

The applicant requests the closure of Chapel Drive from South Street to Chapel Lane from 6:00 pm to 8:00 pm on Saturday May 29, 2021 for a church block party. This request is made for safe passage across the street as the church owns property on both sides of Chapel Drive and the block party will utilize both sides of the street.

PREVIOUS ACTIONS

This is a new proposal for this applicant, but many similar events (block parties) have been held in the past without incident.

KEY ISSUES

Minimal traffic route delays for the neighborhood around the Harrisonville Community Church.

STAFF COMMENTS AND SUGGESTIONS

I spoke with the applicant, Kim Catron, 1606 Chapel Drive on today's date about the proposed block party. This is the first time for this event, but many similar events have occurred in the past with no noted complaints or concerns. Due to the fact that this blockage will create traffic issues for other residents in the area it was brought to the Board of Alderman for approval. The Street Department will stage the necessary road blockage equipment in the area and the applicant has agreed to set-up and disassemble all needed equipment. There is no cost for city services associated with this event.

STAFF RECOMMENDATION

With no noted complaints or concerns associated with similar prior events I would recommend approval for this event.

ATTACHMENTS

Event Permit Application
Area Map

STAFF CONTACT:

John J. Hofer, Chief of Police
jhofer@harrisonivlle.com

B. Action Item (ID # 3893)

Harrisonville Community Church Block Party

Attachments:

HCC Block Party 2021 (PDF)

Chapel Dr (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Harrisonville Community Church
2. Name of Applicant: Kim Catron
 Address: 16016 Chapel Drive, Harrisonville, MO 64701
 Phone: 816-884-2431 (church) Cell: 816-769-7973 or 816-769-7972 (Bill Catron)
3. Purpose of Event: Block Party (Community Fellowship)
4. Proposed date(s) and time(s) of Event: Saturday, May 29, 2021 6:00pm - 8:00pm
5. Location(s) where event will be held: Harrisonville Community Church
16016 Chapel Drive, Harrisonville, MO specifically
East entrance, South playground and grassy
area at Southeast corner
6. Anticipated crowd size: Hoping for around 150
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: We would like to request the closure
of the East^{end} of Chapel Drive from 2 Hwy to Chapel
Lane to allow safe foot traffic between our building
and the grassy area at our Southeast corner.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: HCC Block Party 2021 (Harrisonville Community Church Block Party)



Attachment: Chapel Dr (Harrisonville Community Church Block Party)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 12, 2021
SUBJECT: Kids - Cops & Bikes Event Permit

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Larry Hess, Christian Motorcyclist Association

Requested Actions: Use of a City parking lot for a youth bike safety event on June 5, 2021
from 9:00 m – 11:00 am

Date of Application: May 11, 2021

PROPOSAL

The Christian Motorcycle Association would like permission to use one of the parking lots off Wall Street near the Cass County Library for a youth bike event. The Police Department has agreed to have an Officer or two as well as a couple police vehicles on display during the event. The purpose of the event is to promote bicycle safety throughout the community.

PREVIOUS ACTIONS

There have been no previous events, but several similar events have taken place without incident.

KEY ISSUES

N/A

STAFF COMMENTS AND SUGGESTIONS

I feel this will be a good partnership for the police department and hope the event is a success so that we can participate in future events.

STAFF RECOMMENDATION

Staff recommends approval as long as all city ordinances and state laws are followed.

ATTACHMENTS

Event permit application

STAFF CONTACT:

John J. Hofer, Chief of Police
jhofer@harrisonville.com

C. Action Item (ID # 3894)

Kids - Cops & Bikes Event Permit

Attachments:

CMA Bike Event 2021 (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Christian Motorcyclist Association
2. Name of Applicant: Larry Hess
 Address: 15410 E 355th Adrian Mo
 Phone: 816-807-4939 Cell: _____
3. Purpose of Event: Promote Kids Bike safety / Block
4. Proposed date(s) and time(s) of Event: June 5th rain date June 12
5. Location(s) where event will be held: wall street parking lot by library
6. Anticipated crowd size: 50
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: _____

APPROVED this _____ day of _____, 20 _____.

Chief of Police

City Clerk

Attachment: CMA Bike Event 2021 (Kids - Cops & Bikes Event Permit)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 2, 2021
SUBJECT: Annual Delinquent Real Estate Tax Sale

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Chris Molendorp, Cass County Collector of Revenue

Requested Actions: Closure of Pearl Street on the Square on August 24th for the annual real estate sale.

Date of Application: April 28, 2021

PROPOSAL

The applicant, Chris Molendorp, the Cass County Collector of Revenue has requested permission to close Pearl Street on the historic Harrisonville square on Monday, August 23, 2021 from 9:00 am until 12:00 pm in conjunction with the annual delinquent real estate sale. This event typically occurs on the courthouse steps or within the courthouse but due to covid-19 and the recommended social distancing requirements this is not possible this year. The applicant is requesting to block off Pearl Street from Lexington Street to Independence Street so that attendees can spread out as much as possible.

PREVIOUS ACTIONS

The first event such as this was in 2020 with no noted complaints or concerns with this event.

KEY ISSUES

N/A

STAFF COMMENTS AND SUGGESTIONS

I have spoken with Street Superintendent Jacobs and he has no concerns with closing the road. The applicant will provide the necessary insurance to the City Clerk once the event permit is approved.

STAFF RECOMMENDATION

Staff is recommending approval for this event.

ATTACHMENTS

Event permit application.

STAFF CONTACT:

John J. Hofer, Chief of Police
jhofer@harrisonville.com

D. Action Item (ID # 3874)

Annual Delinquent Real Estate Tax Sale

Attachments:

Cass County Collector Sale Event Permit (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Cass County Collector of Revenue
2. Name of Applicant: Chris Molendorp
 Address: 2725 Cantrell Road Harrisonville
 Phone: 380-8377 Cell: 804-9870
3. Purpose of Event: Annual Delinquent Real Estate Tax Sale
Per RSMD 140
4. Proposed date(s) and time(s) of Event: Monday, August 23rd
9 AM → NOON
5. Location(s) where event will be held: Pearl Street at the bottom
of the North Steps of the Courthouse
Between Lexington and Independence
6. Anticipated crowd size: 90-110
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: Please close Pearl at
Lexington and Independence Streets for the
duration of the Annual Sale. Approximately
9 AM → NOON.

APPROVED this _____ day of _____, 20____.

 Chief of Police

 City Clerk

Attachment: Cass County Collector Sale Event Permit (Annual Delinquent Real Estate Tax Sale)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 2, 2021
SUBJECT: Annual HHS Band Competition

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: Ben Johnson, HHS Band Instructor

Requested Actions: Request for assistance with road closures around Municipal Stadium during the upcoming Royal Regiment Band Competition.

Date of Application: April 15, 2021

PROPOSAL

Ben Johnson, Harrisonville High School Director of Bands, will be hosting the 2nd Annual Royal Regiment High School Band Competition at Memorial Stadium on Saturday October 23rd, 2021. The event is scheduled from 7:00 am until 8:00 pm and Mr. Johnson hopes to have between 12-14 bands and anticipates 3000-4000 spectators to attend the event throughout the day.

To accommodate this large crowd and to make sure the transition of bands goes efficiently Mr. Johnson is requesting the closure of two streets during the event. These streets are South Highland Street from Mechanic (Mo. Hwy. #7) to Washington Street and Finney Street in its entirety. The street department will stage the necessary road closure materials in the area for the applicant to set-up when needed. If that changes the street will provide staffing to install the road closure material. Mr. Johnson has also requested the use of 50+ cones from the street department as well for the event.

PREVIOUS ACTIONS

The event was first held in 2019 with very limited to no complaints or concerns. The event was approved for 2020 but was cancelled due to covid.

KEY ISSUES

Covid seems to be on the reduction but should we experience a spike covid would become a concern.

STAFF COMMENTS AND SUGGESTIONS

With no complaints or concerns with previous events staff supports approval of this community opportunity.

STAFF RECOMMENDATION

Staff recommends approval for the closure of these roads for the event as long as all state laws and city ordinances are followed.

ATTACHMENTS

Event Permit Application

STAFF CONTACT:

John J. Hofer, Chief of Police

jhofer@harrisonville.com

E. Action Item (ID # 3873)

Annual HHS Band Competition

Attachments:

Royal Regiment Invitational 15-Apr-2021 12-20-44 (PDF)

SPECIAL EVENTS APPLICATION

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

1. Organization: Royal Regiment
2. Name of Applicant: Ben Johnson
Address: 1504 E Elm Harrisonville MO 64701
Phone: _____ Cell: (417)-298-7678
3. Purpose of Event: Royal Regiment Invitational 1- Marchin Band Compet
4. Proposed date(s) and time(s) of Event: Saturday Oct 23rd 2021
7am - 8pm
5. Location(s) where event will be held: Memorial Stadium / Middle School. Close Finney St and the north block of Highland.
6. Anticipated crowd size: 3,000 - 4,000
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☒ Traffic Control ☐ Ambulance Standby
☒ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: We will host 12-14 bands on Saturday of 23rd and need to close Finney and the north block of Highland. We need to borrow a large number of cones.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Royal Regiment Invitational 15-Apr-2021 12-20-44 (Annual HHS Band Competition)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 10, 2021
SUBJECT: Vanessa Hargrave to Park Board

Type of Item: *Approval*

F. Action Item (ID # 3887)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF VANESSA HARGRAVE TO THE PARK BOARD.

Attachments:

Vanessa Hargrave to Park Board 2021 (DOCX)

Council Bill No. 2021-**Resolution No. 2021-****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF VANESSA
HARGRAVE TO THE PARK BOARD.**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Park Board;
and

WHEREAS, Vanessa Hargrave has faithfully served on the Park Board for several years and
fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in June of 2024; and.

WHEREAS, Mayor Judy Bowman recommends the reappointment of Vanessa Hargrave to the
Park Board upon approval of the Board of Alderman;

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

Section 1. The Board of Aldermen approves the reappointment of Vanessa
Hargrave to the Park Board.

Section 2. Effective Date. This resolution shall become effective on May 17,
2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE
MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 17TH DAY OF MAY
2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 17th day of May, 2021.

Attachment: Vanessa Hargrave to Park Board 2021 (Vanessa Hargrave to Park Board)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 10, 2021
SUBJECT: David Atkinson to Park Board

Type of Item: *Approval*

G. Action Item (ID # 3888)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF DAVID ATKINSON TO THE PARK BOARD.

Attachments:

David Atkinson to Park Board 2021 (DOCX)

Council Bill No. 2021-**Resolution No. 2021-****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF DAVID
ATKINSON TO THE PARK BOARD.**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Park Board;
and

WHEREAS, David Atkinson has faithfully served on the Park Board for several years and fully
meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in June of 2024; and.

WHEREAS, Mayor Judy Bowman recommends the reappointment of David Atkinson to the
Park Board upon approval of the Board of Alderman;

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

Section 1. The Board of Aldermen approves the reappointment of David Atkinson
to the Park Board.

Section 2. Effective Date. This resolution shall become effective on May 17,
2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE
MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 17TH DAY OF MAY
2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 17th day of May, 2021.

Attachment: David Atkinson to Park Board 2021 (David Atkinson to Park Board)



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 10, 2021
SUBJECT: Cathy Farris to Park Board

Type of Item: *Approval*

H. Action Item (ID # 3889)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF CATHY FARRIS TO THE PARK BOARD.

Attachments:

Cathy Farris to Park Board 2021 (DOCX)

Council Bill No. 2021-**Resolution No. 2021-**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE REAPPOINTMENT OF CATHY
FARRIS TO THE PARK BOARD.**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Park Board;
and

WHEREAS, Cathy Farris has faithfully served on the Park Board for several years and fully
meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in June of 2024; and.

WHEREAS, Mayor Judy Bowman recommends the reappointment of Cathy Farris to the Park
Board upon approval of the Board of Alderman;

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

Section 1. The Board of Aldermen approves the reappointment of Cathy Farris to
the Park Board.

Section 2. Effective Date. This resolution shall become effective on May 17,
2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE
MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 17TH DAY OF MAY
2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 17th day of May, 2021.

Attachment: Cathy Farris to Park Board 2021 (Cathy Farris to Park Board)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 13, 2021
SUBJECT: Jennifer Love as alternate to BZA

Type of Item: *Approval*

I. Action Item (ID # 3897)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF JENNIFER LOVE AS AN ALTERNATE MEMBER OF THE BOARD OF ZONING ADJUSTMENT.

Attachments:

Jennifer Love for BZA (PDF)

Jennifer Love to BZA 2021 (DOCX)



City of

Harrisonville

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1836

Board, Commission and Committee Appointment Application Form

Name	Jennifer Love		Date	5-4-2021	
Home Address	1001 W. Wall St. Harrisonville, MO 64701				
Email Address	jennifer.love@scotts.com / jenlove1972@yahoo.com				
Home Telephone	816-288-3747		Work/Cell Telephone	816-925-9707 / 816-680-8094	
Occupation	Office Manager at Scotts Miracle-Gro		Best time to call	Anytime is fine	
Do you own commercial property and/or operate a business in Harrisonville?					
NO					
Work/Business Name					
Work/Business Address					
Length of Residency in Harrisonville					
44 years off and on					
Are you now, or have you ever served on a board, commission or committee for the City of Harrisonville or other community?					
Yes ☒ No ☐					
If yes, please give name of board, commission and /or committee and dates served:					
I was on the committee to for the golf tournament to raise money for the police dog.					
I was on the committee that brought the Vietnam Wall to Harrisonville through the American Legion & VFW.					

(application continued on back page)

I have assisted with raising money for the Cass County Toy Shop through Pinex Pinakes.

Attachment: Jennifer Love for BZA (Jennifer Love as alternate to BZA)

BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Refer to last page for list of Boards, Commissions and Committees (Please list no more than three boards, commissions or committees in order of preference)

1) Board of Zoning Adjustments	2) Historic Preservation	3) Parks & Recreation
-----------------------------------	-----------------------------	--------------------------

Are you registered to Vote: Yes ☒ No ☐

Narrative Statement. Please provide a brief statement indicating the basis for your desire 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.

I have always tried to stay active in my community. I also believe not owning a home or business in town will help me to be completely impartial when weighing in on decisions brought before the board. I am excited and grateful to be appointed to this board.

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.

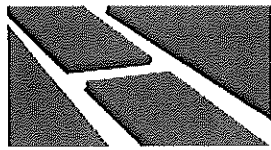
Jennifer Love
Applicant's Signature:

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 notify the City Clerk's Office at 816-380-8918 if you move or no longer wish to be considered for appointment.
- ✓ Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- ✓ Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E Pearl, Harrisonville, MO 64701

* Application must be completed in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE



City of

Harrisonville^{est. 1836}

CITIZENS GUIDE TO HARRISONVILLE'S BOARD, COMMITTEES AND COMMISSIONS

Board of Zoning and Adjustment

Responsibility: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: Five members appointed by the Mayor with approval from the Board of Aldermen for five-year terms

Meetings: As needed on the second Tuesday of the month

Board of Engineering and Appeals

Responsibility: Determine questions of fact as to the acceptability and adequacy of alternate materials, equipment, design and types of construction. Review decisions of the Director of Codes Administration or the Fire Chief in the interpretation of the City's Building Codes. The Board may grant modifications to the codes.

Membership: Five members appointed by the Mayor with approval from the Board of Aldermen for five-year terms

Meeting Dates: Meet as needed.

Historic Preservation Commission

Responsibility: Designating local landmarks and preservation districts. Review the design of exterior changes to locally designated structures.

Membership: Seven members appointed by the Mayor with approval from the Board of Aldermen for three-year terms

Meeting Dates: The second Wednesday of the month, as needed.

Industrial Development Authority

Responsibility: Issue industrial revenue or development bonds on behalf of the city.

Membership: Five members appointed by the Mayor with approval from the Board of Aldermen for six-year terms.

Meeting Dates: Meet as needed.

Parks and Recreation Board

Responsibility: Oversee all aspects of the Harrisonville Parks and Recreation Department and Community Center.

Membership: Nine members appointed by the Mayor with approval from the Board of Aldermen for three-year terms.

Meeting Dates: Meet the second Tuesday of each month.

Planning & Zoning Commission

Responsibility: Oversee the development and update of the city's Comprehensive Development Plan, and to make recommendations to the Board of Aldermen concerning the adoption of zoning and subdivision regulations.

Membership: Eight members are appointed by the Mayor with approval of the Board of Aldermen for four-year terms. The remaining ninth member is the Mayor. **Meeting *Dates:** The third Thursday of each month.

Tax Increment Financing Commission

Responsibility: Considers requests from developers for tax increment financing of new industrial and commercial developments in the city.

Membership: Eleven members. Six members are appointed by Board of Aldermen, 2 by the Harrisonville School District, 2 by Cass County, and 1 representing all other taxing jurisdictions. The 6 appointments by the city serve staggered terms of four years each **Meeting Dates:** Meet as needed

Council Bill No. 2021-027**Resolution No. 2021-018****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF JENNIFER LOVE AS AN ALTERNATE MEMBER OF THE BOARD OF ZONING ADJUSTMENT.**

WHEREAS, the Board of Aldermen have determined a need to fill an alternate seat(s) on the Board of Zoning Adjustment; and

WHEREAS, Jennifer Love fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in October of 2025; and.

WHEREAS, Mayor Judy Bowman recommends the appointment of Jennifer Love as an alternate member of the Board of Zoning Adjustment upon approval of the Board of Alderman;

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

Section 1. The Board of Aldermen approves the appointment of Jennifer Love as an alternate member of the Board of Zoning Adjustment.

Section 2. Effective Date. This resolution shall become effective on May 17, 2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 17TH DAY OF MAY 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 17th day of May 2021.

Attachment: Jennifer Love to BZA 2021 (Jennifer Love as alternate to BZA)



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: April 27, 2021
SUBJECT: Request to own chickens at 610 Younger Drive

Type of Item: *Approval*

J. Action Item (ID # 3864)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A REQUEST FROM ANDRE GIBSON TO KEEP CHICKENS AT 610 YOUNGER DRIVE.

History:

05/03/21 Board of Aldermen POSTPONED Next: 05/17/21

Mayor Bowman informed the Board that Council Bill 35 is being moved to the May 17, 2021 meeting, as the applicant was missing one signature on his request.

Attachments:

Staff Report chicken request Younger Dr 2021 final (DOC)

Request from 610 Younger Dr final (PDF)

2014 Chicken ordinance (PDF)

Approved 2016 chicken request (PDF)

Request for chickens 610 Younger (DOCX)



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

To: Board of Aldermen
From: Daniel Barnett, City Clerk
Date: April 28th, 2021
Re: Allowing the keeping of chickens at 610 Younger Drive

GENERAL INFORMATION

Applicant: Andre Gibson

Requested Actions: Approval

Date of Application: April 14, 2021

PROPOSAL

Andre Gibson (610 Younger Drive) is requesting to keep chickens in an enclosed coup on his property, for the purpose of getting fresh eggs and poultry. Mr. Gibson says he currently owns five chickens and is considering purchasing one more (6 total). Currently, these chickens are still chicks and are living in Mr. Gibson's home under a heat lamp. Mr. Gibson is seeking approval for this request so that when the chicks mature into hens, he can move them into a coup outside without causing a Code issue.

PREVIOUS ACTIONS

This was received by the City Clerk's office. Included is written permission from Mr. Gibson's neighbors to allow him to have chickens on his property. Mr. Gibson is seeking permission from the Board. Attached as an example, is a request for chickens in 2016 that the Board approved.

KEY ISSUES

STAFF COMMENTS AND SUGGESTIONS

Mr. Gibson has obtained written permission from his neighbors to keep his chickens in an enclosed structure on the property.

STAFF RECOMMENDATION

Staff recommend approval.

ATTACHMENTS

Attachment: Staff Report chicken request Younger Dr 2021 final (Request to own chickens at 610 Younger Drive)

A copy of the City's chicken ordinance is attached.

5.J.a

STAFF CONTACT: Daniel Barnett, City Clerk

Attachment: Staff Report chicken request Younger Dr 2021 final (Request to own chickens at 610 Younger Drive)

I Andre Gibson reside at 610 Younger Dr.
will keep my chickens enclosed in a
coop or rear yard at all times with
the purpose of getting fresh egg and
poultry. And will keep odor/debris contained.

Sincerley,

Andre Gibson

RECEIVED

APR 14 2021

CITY OF HARRISONVILLE

Our family, your neighbor, intend to keep chickens in our fenced/enclosed back yard at 610 Younger DR. for the purpose of providing more nutritious & healthy eggs and poultry products for family food consumption & run sufficiently distant from all property lines that no debris would affect any neighbors property, and if visible, not be an eyesore. I will be properly dealing with any/all chicken waste products in a manner to eliminate/avoid any noxious odors/debris affecting neighboring property owners. All chickens enclosed within the coop until a reasonable hour daily and over night to prevent possible noise issues that might upset neighbors and making every effort to prevent or make it difficult to impossible for any chickens to "escape" or leave the property to enter neighboring properties.

I will remain open to future discussion with you regarding any issue the chickens are causing that may interfere with your enjoyment of your property and if so feel free to contact me at my personal number: (816) 389-9191.

Sincerley,

Your neighbor Andre Gibson

Acknowledged by :



612 Younger Dr

Attachment: Request from 610 Younger Dr final (Request to own chickens at 610 Younger Drive)

Our family, your neighbor, intend to keep chickens in our fenced/enclosed back yard at 610 Younger DR. for the purpose of providing more nutritious & healthy eggs and poultry products for family food consumption & run sufficiently distant from all property lines that no debris would affect any neighbors property, and if visible, not be an eyesore. I will be properly dealing with any/all chicken waste products in a manner to eliminate/avoid any noxious odors/debris affecting neighboring property owners. All chickens enclosed within the coop until a reasonable hour daily and over night to prevent possible noise issues that might upset neighbors and making every effort to prevent or make it difficult to impossible for any chickens to "escape" or leave the property to enter neighboring properties.

I will remain open to future discussion with you regarding any issue the chickens are causing that may interfere with your enjoyment of your property and if so feel free to contact me at my personal number: (816) 389-9191.

Sincerley,

Your neighbor Andre Gibson

Acknowledged by :

Lawen Pettibay

617 Silver Maple
~~Andre Gibson~~

Attachment: Request from 610 Younger Dr final (Request to own chickens at 610 Younger Drive)

Our family, your neighbor, intend to keep chickens in our fenced/enclosed back yard at 610 Younger DR. for the purpose of providing more nutritious & healthy eggs and poultry products for family food consumption & run sufficiently distant from all property lines that no debris would affect any neighbors property, and if visible, not be an eyesore. I will be properly dealing with any/all chicken waste products in a manner to eliminate/avoid any noxious odors/debris affecting neighboring property owners. All chickens enclosed within the coop until a reasonable hour daily and over night to prevent possible noise issues that might upset neighbors and making every effort to prevent or make it difficult to impossible for any chickens to "escape" or leave the property to enter neighboring properties.

I will remain open to future discussion with you regarding any issue the chickens are causing that may interfere with your enjoyment of your property and if so feel free to contact me at my personal number: (816) 389-9191.

Sincerley,

Your neighbor Andre Gibson

Acknowledged by :



RECEIVED
MAY 13 2021
CITY OF HARRISONVILLE

608 Younger Dr

Attachment: Request from 610 Younger Dr final (Request to own chickens at 610 Younger Drive)

City of Harrisonville, MO
Wednesday, November 26, 2014

Chapter 210. Animal Regulations

Article IIA. Chickens

Section 210.265. Keeping of Chickens.

[Ord. No. 3274 §3, 7-7-2014]

- A. The maximum number of chickens allowed is six (6) per tract of land regardless of how many dwelling units are on the tract. Chickens shall be allowed in the rear yard only.
- B. Only female chickens are allowed. There is no restriction on chicken species. Roosters are prohibited.
- C. It shall be unlawful to engage in chicken breeding or fertilizer production for commercial purposes.
- D. The chicken owner is required to get written consent from all property owners and/or residents whose property is contiguous with the chicken owner's property, provided, that if the chicken owner fails to receive written consent from all property owners and residents, the chicken owner may request an appeal before the Board of Aldermen.

COUNCIL BILL 010

ORDINANCE NO. 000 (000-12)

AN ORDINANCE AMENDING CHAPTER 210, ANIMAL REGULATIONS, AND ENACTING A NEW SECTION 210.265, KEEPING OF CHICKENS, OF THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE, MISSOURI.

WHEREAS the City of Harrisonville Board of Alderman desire to provide minimum standards to safeguard health, property, property values and public welfare by regulating and controlling the keeping of chickens in an urban environment.

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

Section 1: That Section 210.190 of the Code of Ordinances of the City of Harrisonville, Missouri shall be amended to read as follows:

Delete: “including chickens” from the first paragraph.

Section 2: That Section 210.200 of the Code of Ordinances of the City of Harrisonville, Missouri shall be amended to read as follows:

Delete: “or chickens” from the first sentence.

Section 3: That a new Section 210.265, 210.266, 210.267, 210.268, and 210.269 is enacted to read as follows:

SECTION 210.265: KEEPING OF CHICKENS

(a) The maximum number of chickens allowed is six (6) per tract of land regardless of how many dwelling units are on the tract. Chickens shall be allowed in the rear yard only.

(b) Only female chickens are allowed. There is no restriction on chicken species. Roosters are prohibited.

(c) It shall be unlawful to engage in chicken breeding or fertilizer production for commercial purposes.

(d) The chicken owner is required to get written consent from all property owner's and/or residents whose property is contiguous with the chicken owner's property.

Provided the chicken owner fails to receive written consent from all property owners and/or residents, the chicken owner may request an appeal before the Board of Alderman.

parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an Animal Control Officer.

SECTION 210.268: FEED, WATER, WASTE AND REMOVAL

- (a) Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.
- (b) The chicken owner must provide for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

SECTION 210.269: CHICKENS AT LARGE, UNLAWFUL ACTS, NUISANCES, CONTINUING VIOLATIONS.

- (a) No dog or cat which kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal.
- (b) It shall be unlawful for any person to keep chickens in violation of any provision of this article.
- (c) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.
- (d) Any violation of this article that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions of Chapter 220.
- (e) Each day that a violation of this article continues is a separate offense.

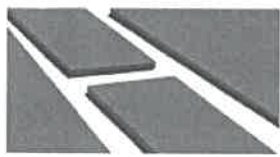
Section 4: That Section 210.320: ISSUANCE OF TAG, is amended to read as follows:

Delete "may" in the second sentence and **Insert** "will".

Section 5: That this order shall become effective upon its passage and approval.

Read two times by title on March 19, 2012 and passed and approved by the Board of Alderman this 19th day of March, 2012.

Kevin W. Wood, Mayor & Ex-Officio



City of

Harrisonville^{est. 1836}

5.J.d

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

October 26, 2016

Korey and Paige Ross
1600 Parkwood Drive
Harrisonville, MO 64701

Re: Request to keep chickens

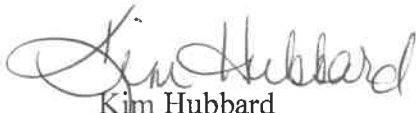
Dear Mr. & Mrs. Ross:

Your request to keep three (3) laying hens is approved as you have provided the appropriate documents.

Please note that if the current tenants/owners of the property that are contiguous to yours changes, a letter giving their permission would be needed.

Please contact me if you have any questions.

Thank you,


Kim Hubbard
City Clerk

:KH

Cc: Animal Control
File

Attachment: Approved 2016 chicken request (Request to own chickens at 610 Younger Drive)

October 14, 2016

TO: City of Harrisonville
FROM: Korey and Paige Ross
1600 Parkwood Drive
Harrisonville, MO 64701
(816) 674-7625

This letter is to inform of our ownership of 3 laying hens. They will be our pets and we hope to get eggs from them as well. As per city rules, I have obtained permission letters from our only adjoining neighbors. These letters are attached along with a picture of our coop and chicken run.

Thank you,
Paige & Korey Ross

Attachment: Approved 2016 chicken request (Request to own chickens at 610 Younger Drive)



Attachment: Approved 2016 chicken request (Request to own chickens at 610 Younger Drive)

From Rick Spence @ 1901 Christopher St.

RE: Permission letter for chickens

To whom it may concern,

We are adjacent neighbors of Korey and Paige Ross and they have my permission to have chickens

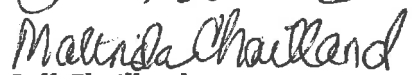
Date: October 9, 2016

From: Jeff and Malinda Chailland
1602 Parkwood Drive
Harrisonville, MO 64701

RE: Permission letter for chickens

To whom it may concern, we are adjacent neighbors of Korey and Paige Ross. We here by give them permission to have chickens.

Sincerely,

Jeff Chailland
Malinda Chailland

Attachment: Approved 2016 chicken request (Request to own chickens at 610 Younger Drive)

October 21, 2016

Permission letter for chickens

To Whom It May Concern:

I am the owner of the property at 1901 Christopher Street. Paige and Korey Ross (at 1600 Parkwood Drive) have my permission to have chickens.

Thank you
Laurence Smith

A handwritten signature in black ink, appearing to read 'Laurence Smith', with a long horizontal flourish extending to the right.

Attachment: Approved 2016 chicken request (Request to own chickens at 610 Younger Drive)

Council Bill No. 2021-0**Resolution No. 2021-0****A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A REQUEST FROM ANDRE GIBSON TO KEEP CHICKENS AT 610 YOUNGER DRIVE.**

WHEREAS, the resident at 610 Younger Drive (Andre Gibson) wishes to keep chickens in an enclosed structure in the property's rear yard; and

WHEREAS, City of Harrisonville Ordinance 3274, adopted on July 7, 2014, outlines the rules and requirements for owning chickens within City limits; and

WHEREAS, the applying resident has received written permission from surrounding neighbors to keep chickens on the property.

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

Section 1. The Board of Aldermen approves the request from Andre Gibson to keep chickens at 610 Younger Drive.

Section 2. This resolution shall become effective immediately upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 3RD DAY OF MAY 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 3rd day of May 2021.

Attachment: Request for chickens 610 Younger (Request to own chickens at 610 Younger Drive)



TO: Board of Aldermen
FROM: Eric Myler, Fire Chief
DATE: May 7, 2021
SUBJECT: FIRE PUBLIC SALES TAX

Type of Item: *Approval*

Council Bill No.

Ordinance No.

AN ORDINANCE CALLING A GENERAL ELECTION IN THE CITY OF HARRISONVILLE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER TO IMPOSE A PUBLIC SAFETY SALES TAX OF ONE-HALF OF ONE PERCENT (0.5%) FOR PROVIDING REVENUES FOR THE OPERATION OF HARRISONVILLE EMERGENCY SERVICES.

**CITY OF STATE OF
HARRISONVILLE**

MISSOURI

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION IN THE CITY OF HARRISONVILLE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER TO IMPOSE A PUBLIC SAFETY SALES TAX OF ONE-HALF OF ONE PERCENT (0.5%) FOR PROVIDING REVENUES FOR THE OPERATION OF HARRISONVILLE EMERGENCY SERVICES.

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

Section 1. Pursuant to Section 321.242 *et seq.* of the Revised Statutes of Missouri, a general election is hereby ordered to be held in the City of Harrisonville, Missouri, on November 2, 2021, on the following question:

Option 1: Shall the City of Harrisonville, Missouri, impose a sales tax of one-half of one percent (0.5%) for the purpose of providing revenues for the operation of Harrisonville Emergency Services?

☐ **YES**

☐ **NO**

Section 2. The form of the Notice of Special Election for said special election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 3. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Cass County, Missouri, of the adoption of this Ordinance no later than 4:00 P.M. on May ___, 2021, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

FIRST READ by the Board of Aldermen this ___th day of May, 2021

SECOND READ AND PASSED by the Board of Aldermen on May ___, 2021.

Mayor, Judy Bowman

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this ___th day of May, 2021.

Mayor, Judy Bowman



To: Board of Aldermen
From: Eric Myler, Emergency Services Director/Fire Chief
Date: 5/7/2021
Re: Fire Public Safety Sales Tax

GENERAL INFORMATION

Applicant:

Requested Actions: Fire Public Safety Sales Tax of ½ of 1-percent

Date of Application:

PROPOSAL

Approving an ordinance allowing the City to seek approval from voters for a ½ of 1-percent Fire Public-Safety Sales Tax, to offset the amount of monies pulled annually from the General Fund for operations of the Emergency Services Department.

PREVIOUS ACTIONS

Adoption of a 3/8 cent Public-Safety Sales Tax in 2009, with 0.250-percent going to the Emergency Services Department and 0.125-percent going to the Police Department.

KEY ISSUES

Each year, the increasing cost of operations for the Emergency Services Department, complimented by a growing difficulty to recuperate payment for the services the department provides to both Harrisonville residents and many in the surrounding area, have forced the department to pull large amounts of monies from the City's General Fund to fully operate the Emergency Services Fund.

Here is an overview the funds transferred from the General Fund since 2015:

2015	\$576,384.00
2016	\$684,500.00
2017	\$302,000.00
2018	\$328,430.00
2019	\$849,958.00

2020	\$629,429.48
2021 (projected)	\$635,000.00

As illustrated above, the monies pulled annually from the General Fund are consistently growing and are expected to provide even greater burden on the General Fund due to increasing costs for personnel, continued reduction in payer reimbursements and the constant threat of inflating costs on supplies needed to effectively provide a vital service to the citizens of Harrisonville.

STAFF COMMENTS AND SUGGESTIONS

The addition of a ½ of 1-percent Fire Public-Safety Sales Tax to the current budget would significantly lessen the annual deficit within the Emergency Services Fund needing to be covered by the General Fund. Based upon estimates from staff and Financial Analysis firm BakerTilly, the increased tax rate could bring an additional \$700,000 in revenue into the Emergency Services Fund, if current sales-tax trends remain steady.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance to place the ½ of 1-percent Fire Public Safety Sales Tax on the August 2021 Election Ballot.

Without a significant increase to Emergency Services Fund revenues, the vital services provided by the Emergency Services Department will, over time, no longer be a financially responsible option for the City to offer its residents.

Furthermore, the burden placed upon the General Fund will begin to see a steady depletion of its reserves, placing a further burden on the operation of several City departments.

ATTACHMENTS

STAFF CONTACT: Eric Myler, Fire Chief

HARRISONVILLE EMERGENCY SERVICES

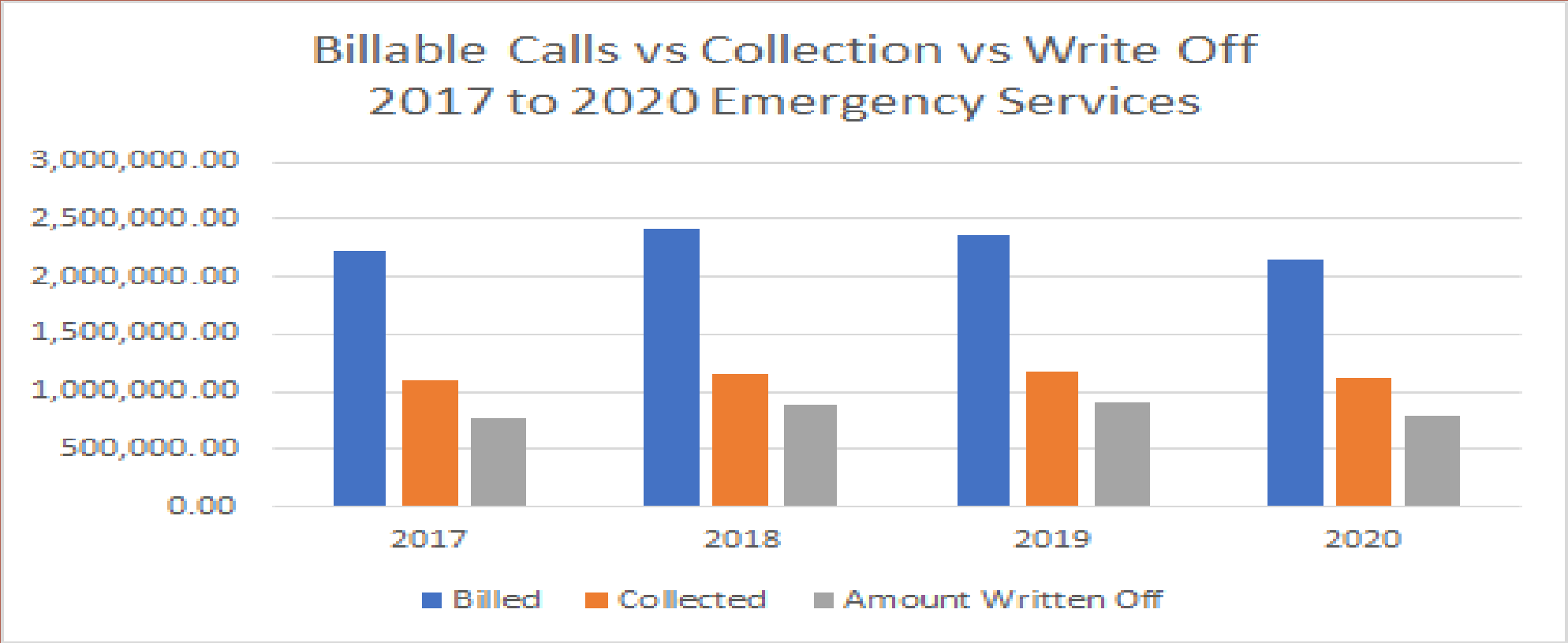
COST ANALYSIS
PRESENTATION



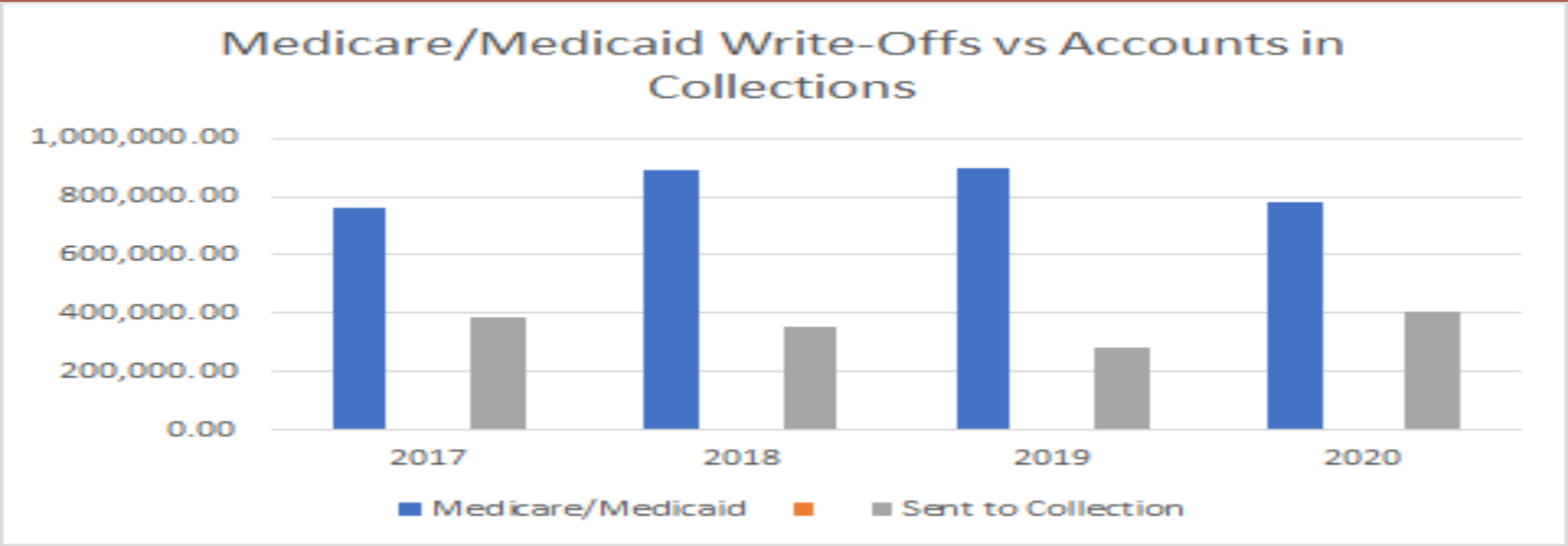
Objectives

- Better understanding of Medicare & Medicaid Reimbursement
- Revenue loss due to Write-Offs
- Understanding of Collection Practices
- Statistics (Call Volume vs Hospital Transfers)
- Possible additional revenue resources

Billable Calls vs Collection vs Write Off 2017 to 2020



Medicare & Medicaid Write-Offs Annually



Understanding Medicare Collection Practices

- Patient #1 has Medicare and Supplemental Insurance (such as Advantra, Aetna, etc)

Billed amount to Medicare is \$966.96 includes Base Rate (BLS1) \$680.00 plus
Mileage \$286.96 for 27.2 miles.

Collected from Medicare \$276.42

Contractual Fees to be Written off on this call are \$546.89 per Medicare (CMS)

Pt is responsible for \$143.65 which in turn billed to their secondary insurance. If they do not have a secondary insurance the patient is responsible for the remaining balance.

Understanding Billing Rates (Definitions)

- **BLS 1:** A normal rate for a large percentage of our calls. BLS (Basic Life Support) would be any call where a paramedic is needed but they are not doing anything other than being a paramedic. No ALS advanced care is being done other than monitoring the patient
- **ALS1:** Anytime a paramedic operates within the scope of practice. In other words, if a paramedic starts an IV and or gives medications to the patient this would be billed as a ALS1 call
- **ALS2:** This bill rate is rarely used but is used when you give 3 or more different medications to patient during transport. I.E. Non-breathers, critical care transports, etc.

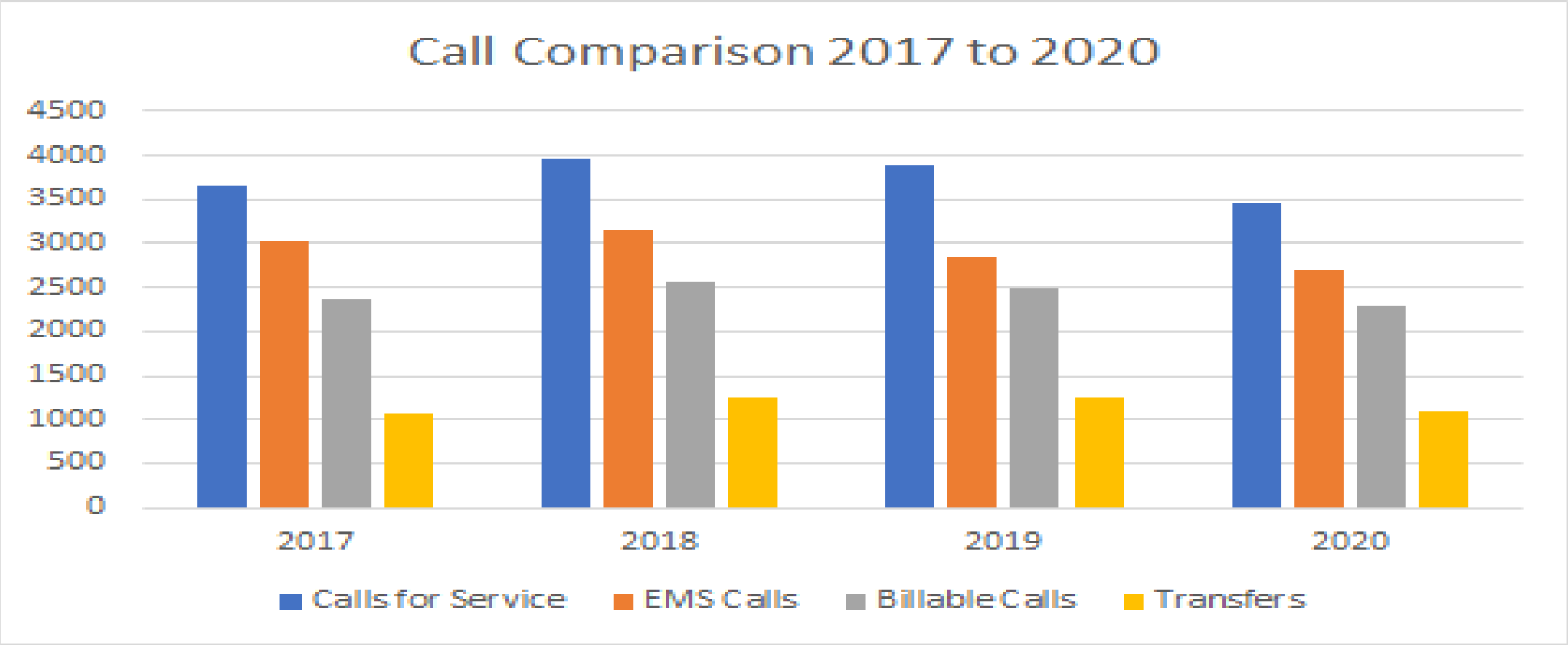
Understanding Medicaid Collection Practices

- Patient #1 has Medicaid only.
- Billed amount of \$711.65 which includes \$680.00 Base Rate (ALS1) plus \$31.65 for 3 miles at \$10.55 a mile.
- Amount paid by Medicaid shows \$437.55 but actually is \$274.10 due to contractual services written off by Medicaid of \$437.55
- Amounts paid are different every time due to constant changes in Medicaid.

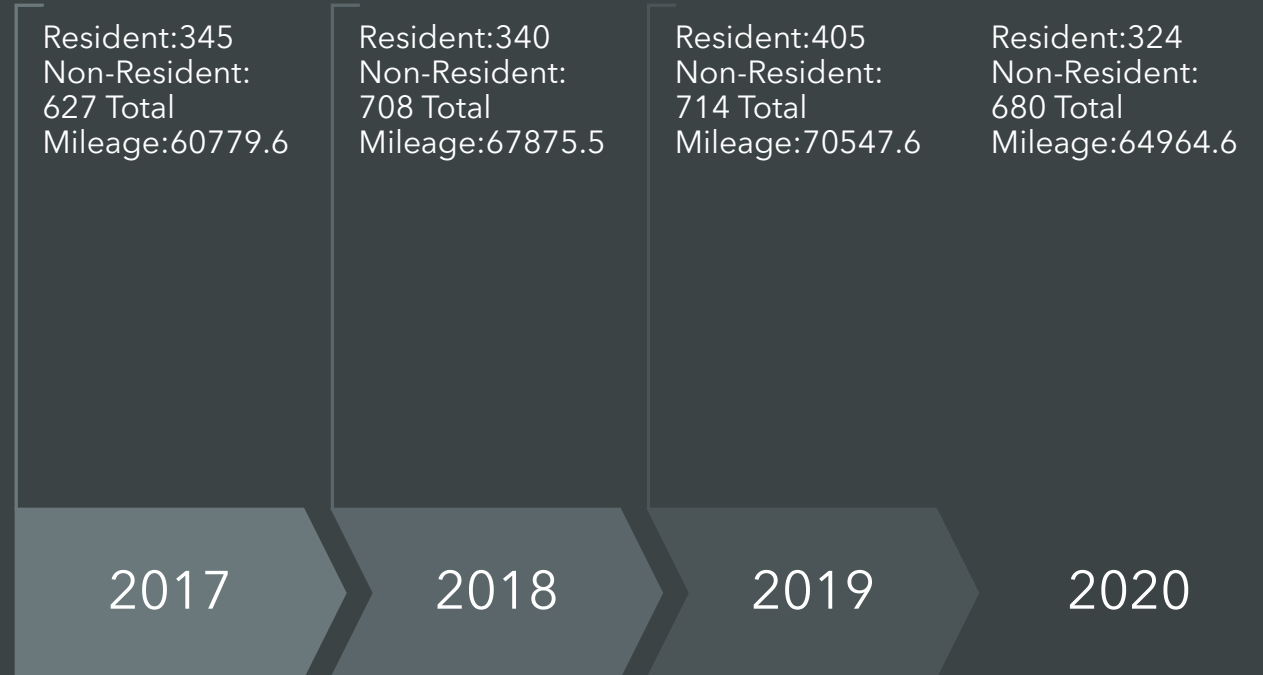
Private Insurance Billing Practices

- Patient #1: Has private insurance
- Amount Billed is \$966.96 includes Base Rate of \$680.00 (ALS1) and mileage \$286.96 27.2 miles at \$10.55 a mile.
- Amount collected varies from each individual insurance but normal insurance attempt to pay at least 50 percent of the invoiced bill and then the patient normally is responsible for the remaining part of the bill.
- Most patients do not understand that they can tell their insurance companies that they are responsible to pay the full amount due to most people with insurance having co-pays for ambulance services. This is a constant reminder we give our customers.

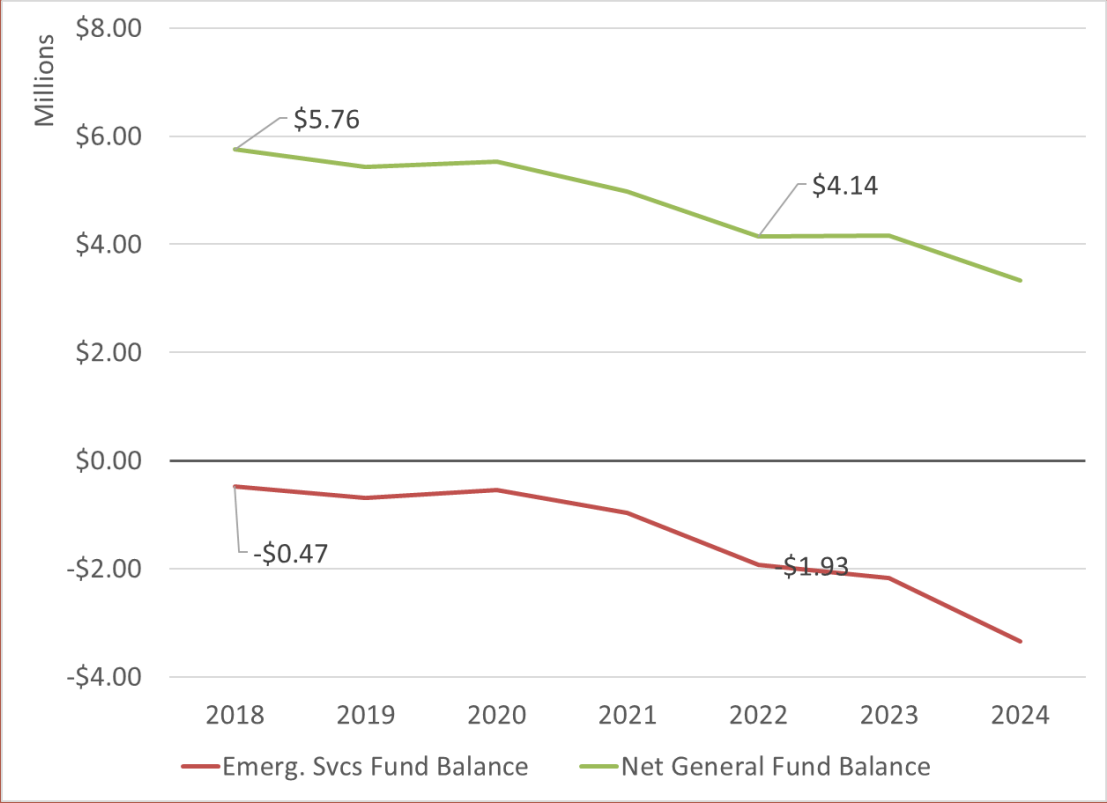
Call Statistics 2017 to 2020



Transfers Annually Resident vs Non-Resident and Total Mileage Annually



Do Nothing



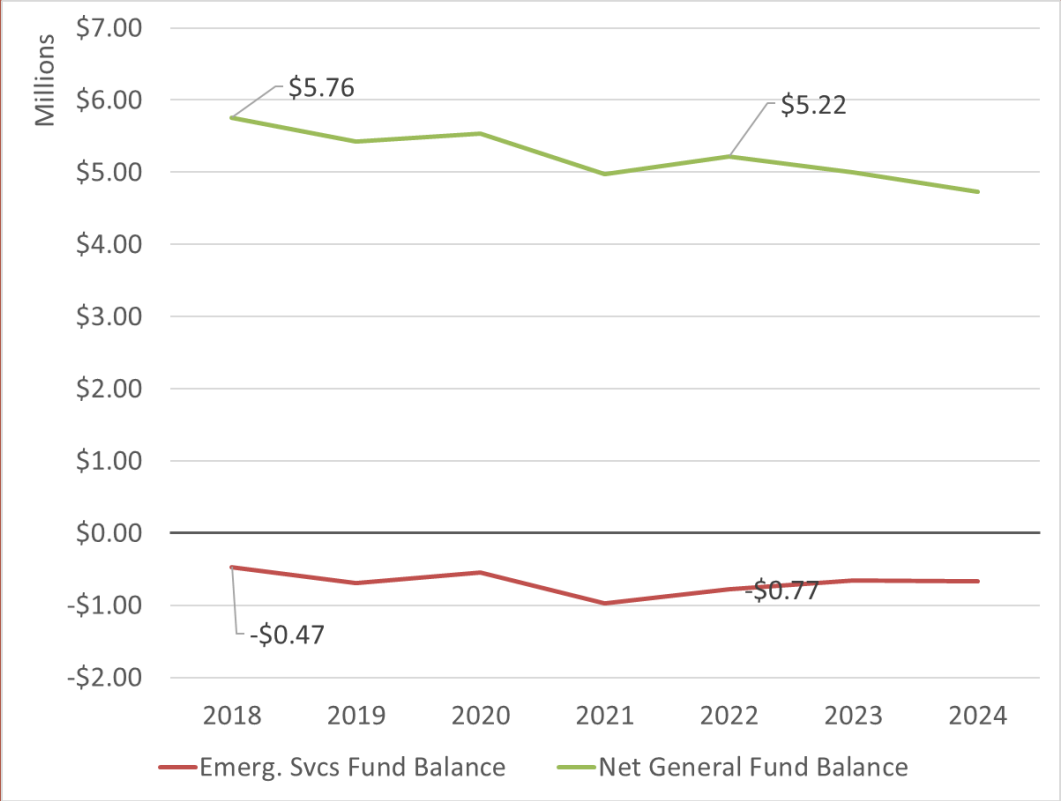
Alternate Revenue Resources

- Tax Levy: .10 cent per assessed \$100= \$147,119.60
- Tax Levy: .25 cent per assessed \$100= \$367,799.01
- Tax Levy: .50 cent per assessed \$100= \$735,598.03
- Tax Levy: .75 cent per assessed \$100= \$1,103,397.04
- Tax Levy \$1.00 per assessed \$100= \$1,471,196.06
- Total Tax Valuation for 2019: \$147,119,606.00

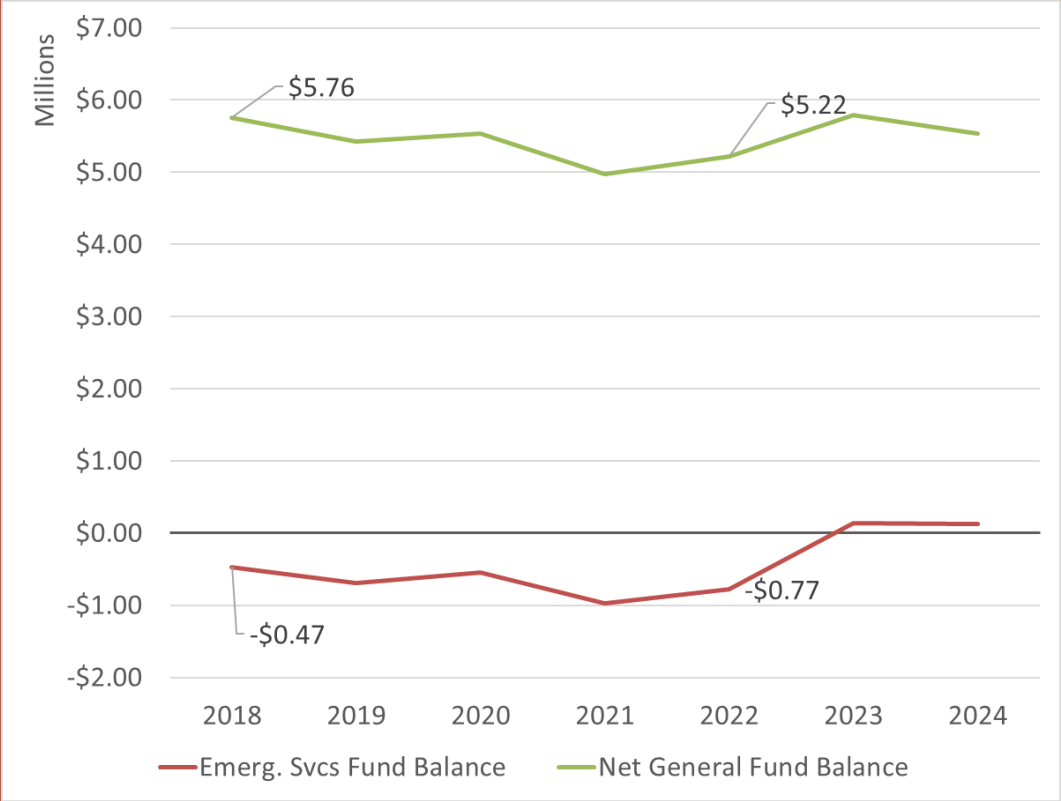
Other Alternate means of Revenue

- Hospital contact pays annually around \$180,000.00
- Contract expires June of 2021
- Negotiate more money for the cost of a replacement ambulance @ \$250,000.00 annually and the cost of 1 crew 24 hours a day, 365 days a year @ \$120,000.00
- Total Additional revenue of \$370,000.00

1/2 Cent Sales Tax



1/2 Cent Sales Tax + 1x Transfer 2023





TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: May 12, 2021
SUBJECT: Hearing regarding performance of Municipal Waste Services

Type of Item: *Discussion*

L. Discussion Item (ID # 3895)

Hearing regarding performance of Municipal Waste Services

Attachments:

Staff Report Municipal Waste Services hearing (DOC)

Municipal Waste Letter April 5 (PDF)

Municipal Waste Letter April 26 (PDF)

May 12 letter Municipal Waste (PDF)

Municipal Waste Contract (PDF)

To: Board of Aldermen
From: Daniel Barnett, City Clerk
Date: May 11th, 2021
Re: Hearing regarding performance of Municipal Waste Services

GENERAL INFORMATION

Applicant: NA
Requested Actions: Discussion
Date of Application: NA

PROPOSAL

Not applicable.

PREVIOUS ACTIONS

Mayor Judy Bowman and City Administrator Brad Ratliff met with Mr. Bryan Moore of Municipal Waste Services on March 30, 2021, to provide notice to Mr. Moore of the City's many concerns, as required by Section 9 of the 2016 contractual agreement between the City of Harrisonville and Municipal Waste Services LLC. Following this meeting (April 5, 2021), a letter was sent from City Administrator Ratliff to Mr. Moore outlining seven concerns that were discussed during the March 30 meeting. In the final paragraph of the letter, City Administrator Ratliff said the City, "expects the aforementioned issues to be resolved within 45 days of the date of this letter."

A second letter was sent on April 26, 2021, from the City to Mr. Moore, informing him that Municipal Waste Services had failed to remedy deficiencies outlined in the letter sent on April 5, and asking Mr. Moore to attend a follow up meeting at City Hall.

City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith and City Clerk Daniel Barnett met with Mr. Moore on April 30, 2021, to discuss possible remedies for the deficiencies outlined in the letter sent on April 5. According to the contract between the City and Municipal Waste Services, this meeting was held to allow Mr. Moore to explain the company's failure to perform. Following contract language in Section 9: "if Contractor's failure to perform continues and the City Administrator is unsatisfied with the Contractor's explanation and plan to remedy failure to perform, the City Administrator, at his/her sole discretion, may demand a public hearing before the Board of Aldermen."

Following the April 30, 2021, meeting (May 12, 2021), a letter was sent from City Administrator Ratliff to Mr. Moore informing Municipal Waste Services that the company had failed to remedy deficiencies outlined in the April 5, letter and those discussed during the April 30, meeting. The letter also requested that Mr. Moore be present for the May 17, 2021 Board of Aldermen meeting.

KEY ISSUES

Complaints about Municipal Waste Services have existed since the start of the contract in 2016, but not at the level seen since the beginning of 2021 – particularly since the ‘Polar Vortex’ event in February. Complaint numbers since tracking began on April 5, 2021:

Total: 163

Weekly high (4/19 to 4/24): 59 complaints

Daily high (4/23): 32 complaints

Weekly average: 27 complaints

Top complaint: Missed pick up.

Other complaint topics: Solid waste and recycle being placed in the same truck at the same time, need for replacement bins, leaving trash or fluids throughout the streets after solid waste/recycle bins have been emptied, poor customer service, poor communication, failure to collect commercial dumpsters, overall poor service.

STAFF COMMENTS AND SUGGESTIONS

Several non-trackable complaints have also been made by residents and commercial businesses. These complaints are nontrackable due to lack of address or an inability to remedy – such as complaints asking the City to look for a new solid waste contractor.

STAFF RECOMMENDATION

Not applicable.

ATTACHMENTS

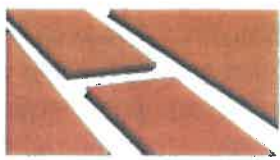
Letter sent on April 5, 2021 to Mr. Bryan Moore of Municipal Waste Services

Letter sent on April 26, 2021 to Mr. Bryan Moore of Municipal Waste Services

Letter sent on May 12, 2021 to Mr. Bryan Moore of Municipal Waste Services

Contract between the City of Harrisonville and Municipal Waste Services

STAFF CONTACT: Daniel Barnett, City Clerk



April 5, 2021

Bryan Moore
PO BOX 1010
Harrisonville, MO 64701

Mr. Moore,

Thank you again for meeting with the Mayor and I on Tuesday (03/30/21), to discuss the complaints we received on solid waste collection. As we discussed in that meeting, communication is so vital to ensuring a solid working relationship and providing great services to our citizens. Please consider the March 30th meeting and this letter to be notice of the City's many concerns, as required by Section 9 of the agreement between the City and Municipal Waste Services, LLC

Here were some of the things we discussed and the remedies that you suggested in no particular order:

1. We discussed the increase in complaints over the past 2 months that we were receiving. You acknowledged that Mondays were currently your worse day, due to being short a driver. You stated that you hope to have that corrected as soon as possible. You currently have 4 trucks with drivers, but desperately need a fifth truck with a driver. The City expects you to timely collect the City's solid waste, even with a shortage in drivers.
2. We discussed a rumor of trucks being repossessed. You assured us that there is no truth to it and that you were adding a couple of new trucks to your fleet. You also have all your current trucks marked with your company name on them.
3. We had complaints of trucks leaking oil on the streets, and you were unaware of any oil leaking issues with your trucks. You stated that you were transitioning away from trucks with the hydraulic arm, you planned to buy two more rear loading type of trucks.
4. We received many complaints that residents were not getting their trash picked up on time or not being picked up at all. You are to collect the City's solid waste timely. You did refer again to Mondays and getting that 5th driver. In addition, you were working to develop new routes for your company that should be in effect within the next 30 to 45 days. You feel that will make pick up times more consistent in Harrisonville.
5. You planned to better communicate to City Clerk Daniel Barnett, when trucks are late or if there is a problem that will affect the scheduled pickups. You will also better utilize your social media to inform the public when there are issues effecting their pickup times. You shall more effectively communicate with the City moving forward.
6. Throwing carts was mentioned by many residents as a problem. You stated that you will not tolerate employees throwing carts and assured us it will not happen.
7. Our Utility staff are dealing with much more calls than they need to be, on complaints with solid waste services. You assured us that every person who calls has and will be called back. You admitted that there needs to be a better job by your company to communicate issues out on the public medium and that you would address that quickly. The City expects better communication from you and your employees to City residents.

These were the main topics and remedies for those topics that were discussed. We value your partnership and are hopeful in getting these issues corrected quickly. We acknowledged that you have been very good to get back with us or to address any problem once we made you aware of it. However, we need better communication on any issues that is happening as well as, your company taking a more active role in dealing with the residents on their solid waste issues. Again, thank you for your time Tuesday and your willingness to address the problems that we discussed. We expect the aforementioned issues to be resolved within 45 days of the date of this letter.

Respectfully,



Brad Ratliff
City Administrator

Cc: Judy Bowman, Mayor

Attachment: Municipal Waste Letter April 5 (Hearing regarding performance of Municipal Waste Services)



City of

Harrisonville^{est. 1836}

5.L.c

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

April 26, 2021

Via Hand Delivery & Certified Mail

Bryan Moore
P.O. Box 1010
Harrisonville, MO 64701

Mr. Moore,

Please consider this letter to be notice that the City of Harrisonville has determined Municipal Waste Services, LLC has failed to remedy the many deficiencies outlined in my letter of April 5, 2021. Per Section 9.1 of the contract between the City and your company, you are to meet with me within 3 business days of your receipt of this letter.

“9.1 Termination for Cause.

“...**Contractor** shall be allowed a fifteen (15) day period (“**Remedy Period**”) from the date of receipt of said **Notice** from **City** to remedy any failure to perform. Should **City** deem the failure to perform remedied, no hearing shall be held. Should **Contractor** fail to remedy **Contractor’s** performance within the **Remedy Period**, **Contractor** shall meet with the **City Administrator** within three (3) business days to explain **Contractor’s** failure to perform.” (emphasis in original).

The contract further explains,

“...if **Contractor’s** failure to perform continues and the **City Administrator** is unsatisfied with the **Contractor’s** explanation and plan to remedy failure to perform, the **City Administrator**, at his/her sole discretion, may demand a public hearing before the **Board of Aldermen**.” (emphasis in original).

If the Board of Aldermen determines that you have failed to perform your duties under the contract, the Board may terminate the contract.

Please advise when you are available to meet to explain your failure to address the City’s many concerns. Per the contract, we must meet within three (3) days.

Respectfully,

Brad Ratliff
City Administrator

Cc: Judy Bowman, Mayor

Attachment: Municipal Waste Letter April 26 (Hearing regarding performance of Municipal Waste Services)



City of

Harrisonville

est.
1836

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

May 12, 2021

Certified Mail

Bryan Moore
P.O. Box 1010
Harrisonville, MO 64701

Mr. Moore,

Please consider this letter to be notice that the City of Harrisonville has determined Municipal Waste Services, LLC has failed to remedy the many deficiencies outlined in my letter of April 5, 2021, and from the meeting on April 30, 2021. Therefore, you are requested to be at the May 17, 2021, Board of Aldermen meeting at 6pm in City Hall's Council Chambers.

"9.1 Termination for Cause.

"...**Contractor** shall be allowed a fifteen (15) day period ("**Remedy Period**") from the date of receipt of said **Notice** from **City** to remedy any failure to perform. Should **City** deem the failure to perform remedied, no hearing shall be held. Should **Contractor** fail to remedy **Contractor's** performance within the **Remedy Period**, **Contractor** shall meet with the **City Administrator** within three (3) business days to explain **Contractor's** failure to perform." (emphasis in original).

The contract further explains,

"...if **Contractor's** failure to perform continues and the **City Administrator** is unsatisfied with the **Contractor's** explanation and plan to remedy failure to perform, the **City Administrator**, at his/her sole discretion, may demand a public hearing before the **Board of Aldermen**." (emphasis in original).

If the Board of Aldermen determines that you have failed to perform your duties under the contract, the Board may terminate the contract.

Respectfully,

Brad Ratliff
City Administrator

Cc: Judy Bowman, Mayor

Attachment: May 12 letter Municipal Waste (Hearing regarding performance of Municipal Waste Services)

CITY OF HARRISONVILLE, MISSOURI TRASH SERVICES CONTRACT

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CITY OF HARRISONVILLE, MISSOURI TRASH SERVICES CONTRACT

THIS AGREEMENT is effective the **22nd day of November 2017** (the “**Effective Date**”), between the **City of Harrisonville, Missouri**, a municipal corporation of the State of Missouri, (hereinafter the “**City**”) acting through its duly authorized City Administrator, and the **Municipal Waste Services LLC**, a Missouri limited liability company, (hereinafter the “**Contractor**”).

Whereas, in accordance with law, the **City** has caused an Advertisement (“**Advertisement**”) calling for a response by trash service providers to the **City’s Request For Proposals (“RFP”)**, for trash services for the **City**; and

Whereas, the **Contractor**, in response to the **Advertisement** has submitted **Contractor’s** response to the **RFP (“Contractor’s Proposal”)** to the **City**, in the manner and at the time specified, **Contractor’s Proposal** in accordance with the terms of the **Advertisement**; and

Whereas, the **City**, in the manner prescribed by law, has publicly opened, examined, and reviewed the responses to the **RFP**, and has determined the aforesaid **Contractor** had the lowest and best response to the **RFP** for the work and the **Board of Aldermen** have duly authorized the **City Administrator** to negotiate the terms of an contract with the said **Contractor**, for the purpose of providing residential refuse collection, curbside recycling and yard-waste pickup for the sum or sums named in the **Contractor’s Proposal** (the “**Contract**”) and the parties have agreed to the **Contract** herein. A copy of the **City’s RFP**, designated Schedule A, is attached hereto, and incorporated herein as a part of this **Contract**.

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

Trash Services Contract

1. Definitions:

- 1.1. The **RFP** definitions contained in SECTION II: GENERAL SPECIFICATIONS, Subsection 1.00 DEFINITIONS paragraphs 1.01 through 1.25 of the **RFP** are hereby incorporated by reference into this **Contract** (collectively referred to as “**RFP Definitions**” and individually as “**RFP Definition**”).
- 1.2. The phrase “**Agreed Residential Unit Price**” shall mean \$13.80 per month for weekly **Collection** for each **Residential Unit**.
- 1.3. “**Board of Aldermen or Board**” means the **Board of Aldermen** of the **City**.
- 1.4. “**Business Office**” means Contractor’s business office located in the **County** as required under Section 5.10.
- 1.5. “**Change Order**” means a written order issued by the City Administrator for changes in the work that is signed by the parties. Such **Change Orders** will be specified in the Additional Scope of Work Addendum described in Section 3.13. issued by the **City** and will set forth the nature of the change and the method of payment.
- 1.6. “**City**” means the City of Harrisonville, Missouri.
- 1.7. “**City Administrator**” means the City Administrator of the **City**.
- 1.8. The phrase “**City and City Staff**” or “**City or City Staff**” shall include all employees, staff and public officials of the **City**.
- 1.9. “**City’s RFP**” or “**RFP**” means the Request For Proposals issued by the **City** pursuant to its **Advertisement**, which is attached hereto, designated as Schedule A, and incorporated herein by reference. When a term or reference in this **Contract** states that the specifications in the **City’s RFP** shall be part of and control the performance of the **Contractor** under this **Contract**, then such terms shall be interpreted as if said terms were written into this **Contract**. Provided, however, if any term(s) of the **RFP** conflict with or could be interpreted to conflict with the terms written into this **Contract**, then the written terms of this **Contract** shall control.
- 1.10. “**Collection**” means removal and transportation of **Residential Refuse, Yard Waste, or Recyclable Materials** as provided in the **Scope of Work** to its place of processing or disposal.
- 1.11. “**Collection Map**” means the official map showing the location and boundaries of the refuse collection area.
- 1.12. “**Collection Schedule**” means the **Collection Schedule** approved by the **City**

Trash Services Contract

through its **City Administrator**.

- 1.13. **“Contract”**- means this Trash Services Contract between the **City** and the **Contractor** for the purpose of providing residential refuse collection, curbside recycling and yard-waste pickup for the sum or sums named in the **Contractor’s Proposal**.
- 1.14. **“Contract Documents”** includes this Contract, the **RFP**, and any other documents required hereunder in this Contract, including, but not limited to, **Performance Bond, Collection Map, Collection Schedule(s), Change Order(s)** signed by **Contractor** and the **City**, Insurance Binder or Policies, and, if added, the **Schedule B-Additional Scope of Work**. See also the **RFP General Specifications**, paragraph 1.09.
- 1.15. **“Contractor’s Proposal”** means the **Contractor’s** properly signed and guaranteed written offer of the **Contractor** to perform the work that was prepared on forms furnished by the **City** pursuant to the **RFP**.
- 1.16. **“Customer or Customers”** includes any individuals receiving **Collection** services at a **Residential Unit**.
- 1.17. **“Disposable Refuse Container”** means the refuse container specifically designed to be used only one time, and to be disposed of together with its refuse contents
- 1.18. The phrase **“Performance Bond or Letter of Credit”** means the approved forms of security furnished by the **Contractor** and his surety, as required in the **Contract**.
- 1.19. The phrase **“Performance Protection Documents”** includes the **Performance Bond or Letter of Credit**, and any **Insurance** required under this **Contract**.
- 1.20. **“Refuse”** means **Residential Refuse, Yard Waste, or Recyclable Materials** as provided in the **Scope of Work**.
- 1.21. **“Residential Refuse”** means the typical unwanted or discarded waste materials in a solid or semi-liquid state generated within a household or **Residential Unit** that is to be collected by the **Contractor** on a weekly basis as required in this **Contract**. It shall include, but is not limited to, Garbage, and such items as food wastes, cans, bottles, papers, etc. but shall not include **Yard Waste**, furniture, appliances, etc.
- 1.22. **“Residential Unit”** means any room or group of rooms located within a dwelling, and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.
- 1.23. **“RFP General Specification”** means the terms required in SECTION II: GENERAL SPECIFICATIONS of the **RFP**.

Trash Services Contract

- 1.24. **“Start Date”** means January 1, 2018.
- 1.25. **“Unusual Accumulations”** means (a) for residences, each regular **Collection** more than one (1) containers of Garbage, or the equivalent; (b) large, heavy, or bulky objects such as furniture or appliances; and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.
- 1.26. **“Yard Waste”** means bundles of brush or branches securely tied, yard or tree trimmings, plants, grass, leaves, small tree branches and other organic residential yard debris. See also **RFP Definition 1.02.**

2. General Performance Standards.

2.1. Public Convenience and Safety.

Including, but not limited to obeying all laws and ordinances, the **Contractor** shall observe City Ordinances relating to obstruction of streets, keeping passageways open and protecting same. The **Contractor** is granted the privilege of using the City streets for the purpose of doing the **Scope of Work** specified in this **Contract**, but **Contractor** is not granted exclusive use of such streets. **Contractor** shall pull aside at the first opportunity to allow waiting vehicles to pass if **Contractor’s** vehicle blocks passage. The **Contractor** shall handle the performance of the **Scope of Work** in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

2.2. Character of Workmen and Work.

All subcontractors, superintendents, foremen and workmen employed by the **Contractor** shall be competent and careful workmen skilled in their respective duties and trades. The **City Administrator** may demand the dismissal of any person employed by the **Contractor**, in, about or upon the work, who repeatedly misconducts himself or is incompetent or negligent in the due and proper performance of his duties, who violates this **Contract**, or who neglects or refuses to comply with the directions given; and such person shall not be re-employed under the **Contract** without the written consent of the **City Administrator**. Should the **Contractor** continue to employ or reemploy any such person, the **City Administrator** may withhold all monies due or which may become due to the **Contractor**, or the **City Administrator** may suspend the work under this **Contract** until such orders are complied with.

2.3. Contractor Shall Perform Services in Workmanlike Manner.

Contractor shall perform all services and duties in a good, prompt and workmanlike manner consistent with all industry standards. In the event **Contractor’s** employees are absent from work, for any reason, **Contractor** will use **Contractor’s** best efforts to perform **Collection** services on the day scheduled, but in no event later than the next day, regardless of whether such next day is on the weekend.

2.4. Contractor Shall Perform Work in Safe Manner.

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

Trash Services Contract

personal property.

2.5. Contractor Shall Restore Property.

The **Contractor** shall perform all work under this **Contract** in manner that safeguards the property of the City and its residents, and shall be responsible for any damage to the property of the City or its residents.

2.6. Contractor Shall NOT Permit Mechanics Liens.

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

3. Scope of Work.

The **City** and **Contractor** shall agree on the scope of work ("**Scope of Work**") to be performed by **Contractor** that shall be as stated in the **RFP** and this **Contract**, including, but not limited to, the following:

3.1. Basic Scope of Work.

The basic **Scope of Work** is to provide the public service for the residents of the **City** by the collection of **Residential Refuse** and **Yard Waste** from buildings housing six (6) or less dwelling units, and such other establishments as specifically directed. Included is the **Collection of Residential Refuse** from buildings that have been converted into apartments but does not include collection from clustered multiple family housing complexes. The **Scope of Work** providing this service shall include furnishing all labor, equipment, tools, materials, insurance, supervision and all work necessary to complete the work as specified, and in the prescribed manner and time, for the collection of **Residential Refuse** and **Yard Waste** within the **City**. The following number of receptacles or bags shall be included in the **Scope of Work**, and collected in the weekly service:

3.1.1. One (1) mobile **Refuse** receptacle

3.1.2. One (1) mobile **Recyclable Materials** receptacle

3.1.3. Up to Ten (10) bags of **Yard Waste** on a weekly basis between April 1 through November 30 each year.

3.1.4. Unlimited bags of **Yard Waste** for the month of November each year.

3.1.5. Contractor will pick up **Yard Waste** from December 1 through March 31 upon as needed, when called by any Customer.

3.2. City Facility Collection.

The **Contractor** shall provide **Refuse Collection** service, at no additional charge to the **City**, for **City** facilities identified in SECTION I: INSTRUCTIONS TO CONTRACTORS, Subsection 1. SCOPE OF WORK, paragraph B. City Facility Collection.

3.3. Regular Residential Service and Frequency.

Contractor shall collect **Residential Refuse** and **Yard Waste** on a regular weekly basis. The **Contractor** will furnish a regularly scheduled weekly **Collection** service using modern,

Trash Services Contract

packer-type refuse **Collection** equipment approved by the **City Administrator** for servicing **Residential Units** contained in buildings housing six (6) or less **Residential Units** in the **City**.

3.4. Recycling Services.

The **Contractor** agrees to provide and furnish all labor, supervision, materials, permits, licenses and equipment necessary to provide weekly residential curbside recycling. Recycling program costs shall be included as part of the bid for the base fee. The **Contractor** shall provide to each **Residential Unit** a mobile container for **Recyclable Materials** approved by the **City Administrator**. **Recyclable Materials** include the following materials:

- 3.4.1. Newsprint
- 3.4.2. Magazines
- 3.4.3. Aluminum Beverage Cans
- 3.4.4. Steel/Tin Cans
- 3.4.5. Crude Grade Plastics 1, 2, 3, 4, 7
- 3.4.6. Cardboard

3.4.7. Materials may be added or deleted by mutual consent of the **City** and the **Contractor**.

3.5. Special Residential Pickup.

3.5.1. The **Contractor** will be required to provide a **Special Residential Pickup** each month for the **Collection** of **Bulky Rubbish** and other items not suitable for loading into packer type vehicles. The time for this **Collection** will be upon request of the individual **Customer** and will be paid for by the **Customer** at a maximum rate of \$15.00 per stop with a limit of 3 items per stop; EXCEPT as follows:

- Appliances – additional \$15 each
- Appliances, with refrigerant – additional \$25 each

3.5.2. The **Contractor** will be responsible for all aspects of the **Special Residential Pickup** service, including pickup scheduling and payment arrangements.

3.5.3. The type of equipment used for the **Special Residential Pickup** is subject to approval by the **City Administrator** and shall be such as to prevent leakage, spillage or blowing of any **Bulky Rubbish** collected.

3.6. Brush/Bulky Waste Collection.

In addition to other **Collection** requirements, the **Contractor** shall provide a special **Collection** service for **Brush/Bulky Wastes** and/or **Bundles** to all **Residential Units**, unless otherwise specified. **Contractor** agrees to collect such large objects and quantities of waste as described in definitions for **Brush**, **Bulky Waste**, and **Bundle**. As part of this **Collection**, natural Christmas trees without lights or decoration will be picked up the first two weeks in January each year, and disposed of in a proper landfill.

Trash Services Contract

3.7. Cleanup Day Collection; When.

The **Contractor** shall on three (3) days per calendar year, on dates selected by the **City Administrator** at a central location, collect unlimited **Residential Refuse** and **Bulky Waste**. This **Collection** service shall be in addition to the regularly scheduled **Collections** at no additional charge to the **City** or **Customer**.

3.8. Unusual Accumulations.

The **Contractor** may charge for the **Collection** of **Unusual Accumulations** as specified in Section 3.13.

3.9. Collection Schedule.

The **Contractor** shall prepare and submit for approval a **Collection Schedule** which will insure regular weekly **Collection** service. Adequate equipment, employees and materials shall be made available by the **Contractor** to start work on the date ordered by the **City Administrator** and to comply with the **Collection Schedule**. The **Collection Schedule** shall show the day of the week on which collection will be made at each **Residential Unit**. All regular **Collection Schedules** shall be made Monday thru Friday.

3.10. Number of Residential Units – Price Per Unit.

The parties agree the number of **Residential Units** on the **Effective Date** of this Contract is 3342, for which **Collection** service is to be provided under this **Contract**, is approximate and does not constitute a warranty or guarantee by the **City** as to the exact number to be serviced. Payment for each month's **Collection** service shall be determined by applying the **Agreed Residential Unit** price bid for **Collection** of **Residential Refuse** and **Yard Waste** per month per **Residential Unit**, to the actual number of **Residential Units** from which **Residential Refuse** and **Yard Waste** was collected during that month as adjusted each month and as determined by the **City Administrator**.

Agreed Residential Unit Price = \$13.80 per month for weekly Collection of Residential Refuse, Recyclable Materials, and Yard Waste for each Residential Unit.

3.11. Identification of Residential Units; City Clerk.

Contractor shall confer with the **City** clerk, or his designee, for purposes of resolving any question as to whether any particular **Residential Unit** is entitled to receive **Collection** services under this **Contract**.

3.12. Materials Furnished by the City.

Certain **Customer** informational materials such as schedules, regulations, violation tags, etc. shall be furnished by the **Contractor** to be distributed by the **City** as specified in the **Collection** specifications.

3.13. Scope of Work; additional.

The **City** and **Contractor** may, from time to time, agree to additional duties to be added the **Scope of Work** to be performed by the **Contractor** which shall be specified in detail on a "Schedule B – Additional Scope of Work" ("**Additional Scope of Work**") and then attached

Trash Services Contract

hereto, from time to time, and incorporated by reference. The parties hereto shall both show their agreement to the **Additional Scope of Work** by signing said **Schedule B**, as it is amended in writing from time to time.

3.14. Force Majeure.

Notwithstanding anything herein to the contrary, **Contractor** shall not be liable for the failure to perform its duties under the **Contract** if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of the **Contractor**.

4. Customer Service - Complaints.

4.1. Complaints Reported Daily and Resolved 24 Hours.

Each work day, the **Contractor** will contact the **City** to receive complaints received that day on **Contractor's** operations. **Contractor** shall also provide a phone number for **Contractor's Business Office** established in the **County** per section 5.10., and **Contractor** shall have an employee available to answer or reply to complaints left by **Customers** at said phone number during **Office Hours**. **Contractor** shall be required to notify **Customers** as soon as possible with respect to any change in service, **Collection Schedule**, delays or disruptions in **Collection** services, or change in **Residential Refuse** or **Yard Waste** accepted under the **Scope of Work**.

4.2. Complaints Resolved in 24 Hours.

Upon receipt of any complaint, the **Contractor** shall investigate and clear the complaint with the complainant within twenty-four (24) hours, and notify the **City** of the action taken on the next scheduled work day. The **Contractor** is to render service on Saturday for those missed **Collections** on Friday if the missed **Collection** is reported to **Contractor** Friday, and the **Collection** is not made on Friday.

In reporting the action of the processed complaints, such irregularities as late set-outs or violations should be noted to distinguish between valid and invalid accusations.

4.3. Complaints Not Resolved in 24 Hours; City Action, Penalties and Reimbursement.

Should the **Contractor** not render **Collection** service within twenty-four (24) hours after a missed **Collection** complaint is reported to **Contractor**, or his authorized representative, the **City Administrator** may make whatever arrangements are necessary, in his opinion, to provide the **Collection** service. For all such costs, charges and damages incurred by the **City**, together with the costs of completing the work, the **Contractor** agrees that **Contractor** and **Contractor's** surety shall be liable, and all such costs may be deducted from any monies due, or which may become due the **Contractor**. Furthermore, **Contractor** shall pay a penalty to the **City**, as follows:

- 4.3.1. Failure to clean up spilled refuse under Section 5.9., **Contractor** shall pay the **City's** cost of clean-up plus the sum of \$50.00 for each failure.

Trash Services Contract

- 4.3.2. Failure or neglect to clear complaints on the next scheduled work day as required by Section 4.3. **Contractor** shall pay the **City** the sum of One hundred dollars (\$100.00) for each failure.

4.4. Constant Customer Complaints.

The **City**, aided by the **Contractor**, will identify and contact **Customers** who are constant complainants to alleviate the condition causing the complaint.

5. Collection Specifications.

5.1. Materials to be Collected.

The **Contractor** agrees to provide and furnish all labor, supervision, material, permits, licenses and equipment necessary to provide **Refuse Collection** services for occupants of **Residential Units** within the **City**, as follows:

5.1.1. Discarded furniture including rugs, overstuffed furniture and other furniture, small appliances, bicycles, sleds, tools and comparable materials suitable for handling in packer type collection trucks and not exceeding the limitations as to weight, volume and size as described in the **RFP General Specifications**.

5.1.2. Scraps of building materials including lumber and other wood products, plaster, wallboard, tile and shingles and other similar small items wasted in the minor maintenance of a home, provided that such materials are placed in a disposable container and do not exceed the limitations as described in the **RFP General Specifications**.

5.1.3. Automobile parts of a commonly replaceable nature, including, but not limited to, spark plugs, brake shoes, filters, hoses, belts, shock absorbers and mufflers, provided that such materials are placed in a disposable container and do not exceed the limitations as described in the **RFP General Specifications**.

5.1.4. Tree stump chips when adequately bagged or boxed and not exceeding the weight limitations of 65 pounds.

5.1.5. **Yard Waste** and materials including grass clippings, weeds, bushes, brush clippings and branch clippings when sacked, bagged or securely bound in bundles. Christmas trees are not required to be cut or bundled. If **Yard Waste** paper bags are wet the **Contractor** agrees to **Contractor's** best efforts to pick up such wet **Yard Waste** bags, but is not required to pick up un-bagged or scattered **Yard Waste**.

5.1.6. **Bulky Rubbish** too large or too heavy to be loaded in packer trucks. Such **Bulky Rubbish** may include, but is not limited to large furniture, washers, dryers, stoves, refrigerators, televisions, bed mattress and springs. See also the requirements in Section 3.5. with respect to appliances.

5.1.7. Materials not to be collected will include large and excessive quantities of concrete, rubble and materials from remodeling, construction or demolition of buildings, dirt and any waste materials resulting from the operation of any business or enterprise,

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including, but not limited to, commercial and industrial establishments and businesses conducted in or from a residential dwelling unit, tires, batteries, motor oil and oil based paint.

5.2. Storage Containers.

5.2.1. Typical Residential Collection.

See **RFP**, Section I: Instructions to Contractors, Subsection 1. Scope of Work, paragraph A. Residential Collection, Subsection 18. Curbside Recycling Containers, and definition of "Polycart" in paragraph 1.18 of Section II: General Specifications ("Polycart").

5.2.2. Leased Containers (Compactors).

The **Contractor** may lease containers for waste storage to the owner or occupant of the **Residential Units**. In the event any such lease agreement is entered into; the **Contractor** shall lease the container at a rate approved by the **City**. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the **Contractor's** name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the **City** approved single color or color scheme.

5.3. Bulky Rubbish.

Contractor will pick up one (1) bulky item per month at each **Residential Unit** at no additional charge, provided, however, that all construction material that cannot fit in the **Polycart** shall be by a **Special Residential Pickup** as specified in Section 3.5., and carpet pieces shall be limited to 10 feet by 10 feet. In the event any **Customer** shall place any other items of **Bulky Rubbish** for **Collection** that are too large or otherwise unsuitable for containers in Section 5.2. or for loading into packer equipment, the **Contractor** will notify the **Customer** of the **Special Residential Pickup** arrangement required for these items as specified in Section 3.5..

5.4. Refuse Location and Disabled Customers.

Contractor shall collect **Refuse** placed within ten (10) feet of the front curb of each **Residential Unit**, with exception of **City** approved disability stops which may require **Contractor** to collect from an area further behind the curb as identified by the **City** and at no additional cost to the **City**.

5.5. Time of Collection.

No **Refuse** shall be collected, taken, removed or transported from any **Residential Unit** in the **City** except between the hours of 7:00 a.m. and 6:00 p.m. on the day scheduled for **Collection**. No regular **Collection** of any **Refuse** shall be made on any Saturday or Sunday, except as specifically provided for in this **Contract**. **Refuse** will be placed for **Collection** by the morning of **Collection** day before passage of the **Collection** truck. The **Contractor** shall not change the scheduled **Refuse Collection** day without prior written approval from the **City Administrator** or his designee, with the exception of holidays as provided in Section 5.6.

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5.6. Holidays.

The **Contractor** will not be required to work during six (6) holidays specified below, if such holidays fall on a weekday, but **Collection** shall be on the following day, even if that day is a Saturday. Holidays occurring on a Saturday or Sunday will not impact the collection schedule.

- 5.6.1. New Year's Day;
- 5.6.2. Memorial Day;
- 5.6.3. Labor Day;
- 5.6.4. Thanksgiving Day; and
- 5.6.5. Christmas Day.

5.7. Program Indoctrination.

5.7.1. The **Contractor** is reminded that he is an integral part of a continuing **City** service to which the citizen **Customers** are accustomed. Therefore, the **Contractor** will be expected to cooperate with the **City** and its citizen **Customers** in carrying out the basic task of **Collection** of all **Refuse** from **Residential Units**.

5.7.2. The **Contractor** and his representatives will make every reasonable effort to serve the **Customers** regardless of errors in **Customers Refuse** preparation. The **Contractor** will notify the **City** and the **Customer** of the **Customer's** repeated or gross mistakes.

5.7.3. The **City** will cooperate and encourage the **Customer** to comply with regulations by providing instructions, public relations and educational materials both general and specific. The **City** will also make personal contacts with violators as the need arises or as requested by the **Contractor**.

5.8. Schedules, Routes & Literature.

5.8.1. The **Contractor** shall submit a **Collection Schedule** for approval by the **City Administrator**. Such schedule shall be submitted within ten (10) days after it is requested by the **City**.

5.8.2. The **Contractor**, at his own expense, shall distribute, through the United States mail or by personal delivery, route **Collection Schedules** and **Refuse** regulations to each **Residential Unit** from which refuse is to be collected. Said information shall be delivered not less than ten (10) days prior to the beginning of **Collection** service.

5.8.3. **Contractor** shall furnish, at no charge, 5,000 educational fliers per year. Said fliers shall include information about the **Contractor's** services in the **City**, pick-up schedule for recyclables and bulky items, and **Contractor's** contact information. Said fliers are to be distributed to each residence. The **City** reserves the right to review and approve the information printed on flier. The **Contractor** may distribute to his **Customers** additional schedule and **Collection** information, provided it is identified as **City** information on **Collection** and approved by the **City Administrator**.

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5.9. Care, Diligence and Spillage.

5.9.1. The **Contractor** shall exercise all reasonable care and diligence in collecting **Refuse**. The **City** will encourage **Customers** to provide and to use suitable containers.

5.9.2. The **Contractor** must exercise due care so as to prevent spilling, scattering or dropping of **Refuse** through **Collection** activity and shall immediately, at the time of occurrence, clean up such spillage, dropping or scattering.

5.10. Business Office.

5.10.1. The **Contractor** shall establish and advise the **City Administrator** of the address of **Contractor's** business office ("**Business Office**") within Cass County, Missouri ("**County**"). That **Business Office** shall be equipped with internet capabilities with a valid email address, telephone, and is to be staffed by at least one person of authority, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday ("**Office Hours**"), through which communications may be made between the **City** and/or **Customer(s)** and the **Contractor**. The **Contractor** shall also provide the **City** with an emergency phone number where the **Contractor** can be reached outside of the required **Office Hours**.

5.10.2. The **Contractor** will be required to have an occupational license if such **Business Office** is located in the **City**.

5.10.3. The **Contractor** is not allowed to park and store vehicles in the **City**, but if the **Contractor** desires to do so, the **Contractor** will be required to park or store all **Refuse Collection** vehicles and equipment in areas approved for such operation by the **City Zoning Ordinance** and Code.

5.11. Employees.

5.11.1. **Contractor** shall prohibit the use of offensive language, illegal drugs, alcohol, and or any other substance that is deemed illegal and/or impedes **Contractor's** employee's ability to safely collect **Refuse** while on duty or in the course of performing their duties under this **Contract**.

5.11.2. **Contractor** shall employ an assign qualified personnel to perform **Refuse Collection** services. **Contractor** shall be responsible for ensuring that **Contractor's** employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

5.11.3. The **Contractor** shall require his employees to wear clothing which shall always be neat and clean as circumstances permit. Shirts must be worn at all times.

5.11.4. The **Contractor** shall give preference in employment to qualified residents of the **City** on all work to be performed by the **Contract**.

5.11.5. **Contractor's** Employees shall not trespass or loiter, cross property to adjoining premises, or meddle or tamper with property which does not or should not concern them.

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5.11.6. **Contractor** shall, upon request of the **City**, remove any employee from **Collection** who materially violates any provision of this **Contract**, or who is wanton, negligent, or discourteous in the performance of his/her duties.

5.12. Licensing and Background Information.

All of the **Contractor's** drivers and operators shall have and maintain all required federal and Missouri driver's licenses. Verification of proper licenses for each driver and operator shall be filed annually with the **City** and a list of such drivers and operators and their respective licenses shall be kept by the **Contractor** in its **Business Office** and subject to a reasonable review and inspection from time to time by the **City**.

5.13. Disposal Sites.

5.13.1. Collected **Garbage** and **Refuse** shall be transported by the **Contractor** to approved state licensed disposal sites for the type of **Residential Refuse** delivered, in accordance with all applicable federal, state and local laws regarding the hauling and disposal of **Refuse**. Prior to the **Start Date Contractor** will identify and notify the **City** of **Contractor's** primary disposal site, and at least one alternate disposal site in the event **Contractor's** primary site is unavailable for any reason. Such disposal sites shall be pre-approved by the **City Administrator**.

5.13.2. The **Contractor** shall pay all disposal fees, charges, or costs. The **Contractor** will be totally responsible for his own **Collection** and supervisory equipment while operated on any disposal site.

5.13.3. The **Contractor** shall provide a primary and alternate designated disposal location, pre-approved by the **City Administrator**.

5.14. Collection Trucks.

The **Contractor** agrees to use well-maintained leakproof, enclosed truck bodies for all regularly scheduled **Refuse Collection**.

5.14.1. The **Contractor** shall provide and maintain, during the entire period of this **Contract**, a fleet of packer **Collection** vehicles sufficient in number and capacity to efficiently perform the **Scope of Work**. **Contractor** shall provide evidence to the **City Administrator** of **Contractor's** ability to furnish vehicles and personnel under breakdown and layoff conditions.

5.14.2. Each **Collection** vehicle shall be kept in a sanitary condition at all times and to ensure compliance herewith, the **City** reserves the right to inspect the **Contractor's Collection** vehicles at any time to ascertain said sanitary condition.

5.14.3. The **Contractor** shall keep his trucks well painted and washed. Vehicles shall be completely washed at least once a week, weather permitting.

5.14.4. Each truck, at all times, shall be equipped with a shovel and a broom or rake, intended for collection of spilled refuse.

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5.14.5. The **Contractor** shall keep the **City Administrator** informed as to the storage location of his **Collection** vehicles so that regular inspections of vehicles can be made.

6. Performance Bond.

6.1. The **Contractor** shall furnish a **Performance Bond or Letter of Credit** to the **City** in the amount specified, executed by a surety or bank; guaranteeing the faithful performance of the **Contract**; guaranteeing the payment of all lawful claims when they become due for all labor, mechanics, equipment, tools, and materials used in the work; for the period of time as prescribed by the **Performance Bond**.

6.2. The amount of the **Performance Bond or Letter of Credit** shall be the sum of Two Hundred Fifty Thousand (\$250,000.00) dollars. If the **Contract** is renewed, a **Performance Bond or Letter of Credit** in the amount stated above shall be furnished for this renewal period and each subsequent renewal period.

6.3. The premium for the bonds described herein shall be paid by the **Contractor**. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the **City** with the bond on an annual basis.

7. Payment for Contractor's Services.

The **City** will bill the **Customers** and pay the **Contractor** on a monthly basis for the performance of the **Scope of Work**, within 30 days of Contractor's invoice if all conditions of this **Contract** are fulfilled. The payment process may be reviewed at the request of either party, and revised by agreement of both parties after the first quarter of 2018.

7.1. The **Contractor** agrees the **Agreed Residential Unit Price** includes overhead and profit, taxes, and compensation to any employees, subcontractors and suppliers, such **Agreed Residential Unit Price** shall not be subject to escalation or change, and all applicable federal, state, and local taxes of every kind and nature applicable to the **Scope of Work** are included in the **Agreed Residential Unit Price**.

7.2. Payment for **Additional Scope of Work**, if any, shall be made as agreed and specified in **Schedule B – Additional Scope of Work** as referenced in Section 3.13.

8. Acceptance and Term of Contract.

8.1. Start Date, Term.

If this **Contract** is accepted, **Contractor** agrees that **Contractor** shall commence the **Scope of Work** following **City's** signed acceptance of this **Contract**, on January 1, 2018, provided **Contractor** has furnished to **City** all **Performance Protection Documents** specified in this **Contract**. The terms of this **Contract** shall commence at 12:01 A.M. January 1, 2018 ("Start Date"), and expire at 11:59 P.M. December 31, 2020, unless terminated for cause as specified in this **Contract**. If the **Contractor** has not provided the **City** the required **Performance Protection Documents**, then **Contractor** shall begin performance of the **Scope of Work** on the date set forth in writing by the **City Administrator**. In the event the **Contractor**

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shall fail to provide such **Performance Protection Documents** by December 22, 2017, the City shall have the right to immediately terminate this **Contract**.

8.2. Options to Extend Term of Contract.

Contractor may offer to renew the **Contract** at the end of the initial three (3) year term herein, by giving written **Notice** to the **City** on or before April 30 of the last year of the **Contract**, or on or before April 30 of any one (1) year extension ("**One-Year Extension**") provided in this Section 8. (the "**Renewal Offer**"). The **City** will allow **Contractor** to renew for no more than three (3) one-year optional years. The **City** may accept or decline the **Renewal Offer** in the **City's** sole discretion.

8.2.1. Contractor Renewal Offer; Process.

If **Contractor** makes a valid **Renewal Offer** and the **City** acknowledges its interest in a **One-Year Extension** with **Contractor**, then the terms of such **One-Year Extension** shall be negotiated between the parties. If the **Contractor** and the **City** fail to reach an agreement on the new terms for the **One-Year Extension** by June 30 of that year, the **City** may declare that the **Contract** or any **One-Year Extension** shall expire at 11:59 p.m., December 31 of that year ("**End Date**").

8.2.2. Contractor Renewal Offer; City Declines.

If the **City** declines a **Renewal Offer**, then the terms of this **Contract** or any **One-Year Extension** shall terminate on the **End Date**.

8.3. Examination of the Site of the Work.

By signing of this **Contract**, the **Contractor** represents that **Contractor** has carefully examined the **Collection** area, specifications and all other **Contract Documents** and the **Contractor** is fully informed concerning the requirements of the **Contract**, the physical conditions to be encountered in the **Scope of Work** and the character, quality and the quantity of services to be performed and of materials and equipment to be furnished. The **Contractor** will not be entitled to additional compensation if **Contractor** subsequently finds that conditions require methods or equipment other than that anticipated by **Contractor** in making his **Contractor's Proposal**. Negligence or inattention of the **Contractor** in determining site conditions prior to signing the **Contract**, in any phase of his performance of **Scope of Work**, shall NOT be grounds for additional compensation by the **City**.

8.4. Contract Approval.

This **Contract** is of the nature which will require approval of the **City Board of Aldermen**.

8.5. Performance Bond and Insurance.

Coincident with the execution of the **Contract**, the **Contractor** shall furnish a **Performance Bond or Letter of Credit** and insurances acceptable to the **City** attorney or **City Administrator** in accordance with the requirements of Sections 6. and 12.

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9. Termination.

9.1. Termination for Cause.

If at any time **Contractor** shall fail to substantially perform terms, covenants or conditions set forth in the **Contract**, the **City** shall give **Notice** to **Contractor**, as provided in Section 17., of specific reasons in support of **City's** claim that **Contractor** has substantially breached the terms and provisions of the **Contract**. **Contractor** shall be allowed a fifteen (15) day period ("**Remedy Period**") from the date of receipt of said **Notice** from **City** to remedy any failure to perform. Should **City** deem the failure to perform remedied, no hearing shall be held. Should **Contractor** fail to remedy **Contractor's** performance within the **Remedy Period**, **Contractor** shall meet with the **City Administrator** within three (3) business days to explain **Contractor's** failure to perform. At such meeting with the **City Administrator**, if **Contractor's** failure to perform continues and the **City Administrator** is unsatisfied with **Contractor's** explanation and plan to remedy the failure to perform, the **City Administrator**, at his/her sole discretion, may demand a public hearing before the **Board of Aldermen** ("**Public Hearing**").

A **Notice** shall be sent to **Contractor** no earlier than ten (10) days before the **Public Hearing** is scheduled. The **Notice** shall specify the time and place of the **Public Hearing** and shall include the specific reasons in support of **City's** claim that **Contractor** has substantially breached the terms and provisions of the **Contract**. At said **Public Hearing** the **Contractor** shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against **Contractor** in the aforesaid **Notice**. If, after said **Public Hearing**, the **Board of Aldermen** makes a finding that **Contractor** has failed to provide adequate **Refuse Collection** service for the **City** or has otherwise substantially failed to perform **Contractor's** duties under the **Contract**, the **Board of Aldermen** may terminate the **Contract**.

9.2. Notice and Process for Termination

The **City Administrator** shall give **Notice**, as provided in Section 17., for any such failures to perform under this Section 9., and the **City** shall have the following rights, in addition to any other remedies described in this **Contract** or the **RFP**.

9.2.1. Costs, Charges, Damages for Failure to Perform.

For all costs, charges and damages incurred by the **City** for any failure to perform under Section 9., together with the costs of completing the **Scope of Work**, the **Contractor** agrees that **Contractor**, and **Contractor's** surety shall be liable, and all such costs may be deducted from any monies due or which may become due the **Contractor**.

9.2.2. City May Perform Contract or Contract with Others, When.

In addition to any such costs, charges and damages described in this Section 9., if the **Contractor** or **Contractor's** surety within ten (10) days after such **Notice** herein, does not proceed to take over and complete the **Scope of Work** under the orders of the **City Administrator**, then the **City Administrator**, because of such failure to perform under Section 9., shall have full power and authority, without violating the **Contract** or **Performance Bond**, to take over the completion of the **Scope of Work**, to enter into agreements with other providers for the completion of said **Scope of Work** according to the

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terms and provisions herein, or to use such other methods as in the **City Administrator's** opinion, may be required for the completion of this **Contract** in an acceptable manner (collectively "**Alternate Methods**"). Furthermore, after the issuance by the **City** of its notice of intention to terminate the **Contract**, the **Contractor** shall not remove from the **City**, any of the equipment normally used in this **Contract** work process until arrangements to continue the **Scope of Work**, by agreement, by the surety or otherwise, have been completed by the **City**. In case such expense for **Alternate Methods** exceeds the sum, which would have been payable under the **Contract**, the **Contractor** and his surety shall be liable, in addition to any other remedy at law or equity the **City** may have, to pay the **City** the amount of said excess.

9.3. Contractor Fails to Comply with Contract Terms.

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

9.4. Termination of Contract; Removal of Contractor's Property.

Upon any termination of this **Contract**, whether by lapse of time or otherwise, the **Contractor** shall immediately cease performing the **Scope of Work**, unless otherwise directed by the **City**. In the event that **Contractor** leaves or abandon's any of its equipment, tools, or supplies ("**Contractor's Property**") in the **City** right-of-way, on **City** property, or upon the property of a resident of the **City**, the **City** shall have the right to immediately place **Contractor's Property** in storage at the expense of and for the account of **Contractor**, all without further demand or notice to **Contractor** and without being liable to prosecution or any claim for damages with or without due process of law. The **Contractor** will remove all of **Contractor's Property** from **City** right-of-way, that is on **City** property, or is upon the property of a resident of the **City** by the last day of the term or upon any termination of the **Contract**, except as specified under Section 9.2.2..

9.5. Non-Appropriation of City Funds; Termination.

In the event no funds or insufficient funds are appropriated and budgeted by the **Board of Aldermen** for the continuation of this **Contract** in any fiscal period in which payments are due under this **Contract**, then the **City** shall, in writing, notify **Contractor** of such occurrence and the **Contract** shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the **City**.

10. Default by Contractor – Remedies of City.

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

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10.1. Default.

In addition to the defaults described in Section 9., the occurrence of any of the following circumstances shall constitute a material default and breach of this **Contract** by **Contractor**:

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

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

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

10.2. Remedies.

Upon the occurrence of any of the circumstances of default as set forth in this Section and for so long as the same shall continue to exist, **City** may hold and/or declare **Contractor** in breach of this **Contract** by giving written notice thereof: whereupon, **City** shall have any and all rights of recovery which may be available through procedures at law or in equity, in addition to any rights and remedies described in Section 9..

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

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

11. Reports, Books and Records.

11.1. Contractor's Reports.

The **Contractor** shall provide the **City** such reasonable reports, requested by the **City Administrator**, concerning **Contractor's** performance of the **Scope of Work** and handling of **Customer** complaints.

11.2. Books and Records.

The **City**, to the extent permitted by law, and **Contractor** agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of the **Contract**. Such books and records shall be made available at any time during business hours for inspections by the other party, at the inspecting party's expense, upon reasonable advance notice.

12. Insurance.

The insurance ("Insurance") described in this Section shall be considered part of the **Performance Protection Documents**.

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12.1. Contractor to Maintain General Liability Insurance.

Contractor shall procure and maintain in force, without cost or expense to **City**, on or before the commencement date of the **Contract** and throughout the **Contract** term, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the performance of this **Contract** with liability limits specified in the **Minimum Limits**. **City** shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without thirty (30) days prior written notice to **City**. **Contractor** shall provide **City** with a certificate or certificates of such insurance within ten (10) days of the execution of this **Contract**, or prior to the **Start Date**, whichever comes first.

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

12.2. Contractor to Maintain Workmen's Compensation and Employee Liability Insurance.

This insurance shall protect the **Contractor** against all claims under Workmen's Compensation Law. The liability limits shall not be less than the legal Statutory Amount under Missouri law.

12.3. Contractor to Maintain Motor Vehicle Liability Insurance.

This insurance shall be written in comprehensive form and shall protect the **Contractor** against all claims for the operations of all motor vehicles, whether they are owned or non-owned. The combined bodily injury and property damage liability limits shall not be less than the **Minimum Limits**.

12.4. Contractor to Maintain Insurance to Protect Its Interests, Generally.

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

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12.5. Minimum Limits of Insurance (“Minimum Limits”).

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law
Comprehensive and General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$500,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Property Damage	\$500,000	\$1,000,000

13. Contractor’s Is an Independent Contractor.

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

14. Hold Harmless and Contractor Indemnification.

Contractor shall indemnify and hold harmless the **City** and **City Staff**, its agents, officers, and representatives from all loss, damages, and against all claims, demands, causes of action, suits, attorney’s fees, court costs, judgments or liability of any nature including, but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising directly or indirectly out of with the performance by **Contractor**, its agents, subcontractors, servants, employees (collectively “**Contractor’s Agents**”), under this **Contract** or by reason of any negligence, act or omission of **Contractor** or **Contractor’s Agents**.

15. Contractor Shall Notify City of Name Change.

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

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

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

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16.1. Equal Employment Opportunity.

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

16.2. Non-Discrimination.

Contractor, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person, on the grounds of race, color, sex or national origin, shall be excluded from participation or denied the benefits of, or be otherwise subjected to discrimination in the performance by **Contractor** of this **Contract**. **Contractor** further agrees to furnish all services required by this **Contract** on a fair, equal and not unjustly discriminatory basis to all users thereof.

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

17. Notices.

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

17.1. City:

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

City of Harrisonville
Attn: City Administrator
300 East Pearl Street
Harrisonville, MO 64701,

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

17.2. Contractor:

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

Municipal Waste Services LLC
c/o Bryan Moore, Manager
2606 Rock Haven Road (address)
P.O. Box 1010
Harrisonville, MO 64701, (city, state, zip)

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

Trash Services Contract

to **Contractor's Business Office** during **Office Hours** shall be considered a **Notice** effectively delivered on the day of delivery. If the **Contractor's Business Office** is not open during **Office Hours** as required in Section 5.10., the **City** may leave the **Notice** attached to the **Contractor's Business Office** door, and such attachment of the **Notice** shall be considered effective delivery.

18. Authority to Sign.

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

19. Miscellaneous.

19.1. Sovereign Immunity.

Contractor hereby agrees that the **City** has not, and does not, waive any immunities or exemptions, or sovereign immunity, to which the **City and City Staff**, its officers and employees, are entitled by law.

19.2. Cooperate to Accomplish Purpose:

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

19.3. City Not Liable for Delay.

It is further expressly agreed that in no event shall the **City** be liable or responsible to the **Contractor** or to any other person, making a claim based of the **Contractor's** performance or non-performance, for or on account of any stoppage or delay in the **Scope of Work** herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the **City** has no control.

19.4. Taxes.

Contractor shall pay all applicable federal, state, and local taxes.

19.5. Permits.

Before starting work, the **Contractor** shall obtain and pay for all necessary permits and licenses whether issued by State, County or **City**, and furnish proof of issuance, all as required for the work under this **Contract**.

19.6. Assignment and Modification.

Contractor shall not assign, transfer, sublet, exchange or encumber this **Contract**, or any part thereof or the **Scope of Work**, without the express written consent of the **City**. This **Contract** and the attachments hereto shall not be modified or amended in any way, except if done

Trash Services Contract

in writing, and signed by both the **City** and the **Contractor**. Provided, further, the **City Administrator's** written approval of the **Contractor** subletting or subcontracting work shall not be construed as making the **City** a part of such subcontract. No subcontract shall under any circumstances relieve the **Contractor** or **Contractor's** surety of **Contractor's** liability and obligation under the **Contract**, and all transactions will be made through the **Contractor**. Subcontractors will be recognized and dealt with only as workmen and representatives of the **Contractor** and as such shall be subject to the same requirements of character and competence as set forth in the Section 2.2. entitled, "Character of Workmen and Work".

19.7. Compliance with Laws.

Contractor shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the **Contract**, and save harmless the **City** for or on account of all charges or damages for non-observance thereof. **Contractor** shall be held responsible for all violations of the law for any cause in connection with the **Scope of Services**.

19.8. Familiarity with Laws and Ordinances.

The signing of this **Contract** for the **Scope of Services** shall be considered as a representation that the **Contractor** is familiar with all Federal, State and Local laws, ordinances and regulations which affect those engaged or employed in the **Scope of Services**, or equipment used in the work, or which in any way affect the conduct of the **Scope of Services**, and no plea or misunderstanding will be considered on account of ignorance thereof. If the **Contractor** discovers any provision in the specifications, or **Contract Documents** which are contrary to, or inconsistent with any law, ordinance, or regulation, he shall report it to the **City Administrator** in writing without delay.

19.9. Business License.

The **Contractor** shall have and maintain during the term of the **Contract** a business license from the **City**.

19.10. Contractor's Bankruptcy.

If **Contractor** shall be adjudged bankrupt or file any proceedings under any bankruptcy law or become insolvent; then **City**, or **City's** authorized agent, may, at their option, immediately terminate this **Contract**. Notwithstanding such **Contract** termination by **City**, **Contractor** shall nevertheless remain liable to **City** for the terms and conditions of this **Contract**. This **Contract** shall not, nor shall any interest therein, be assignable as to the interest of the **Contractor** by operation of the law, nor included as an asset in **Contractor's** bankrupt estate.

19.11. Headings; Construction.

The headings that have been used throughout this **Contract** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Contract**. Words of any gender used in this **Contract** shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this **Contract** shall refer to the entire **Contract** and not to any particular provision or section. Except as otherwise specified in the

Trash Services Contract

Contract Documents, if the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end at 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or legal holiday.

19.12. Attorney's Fees.

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

19.13. Invalidity or Severability.

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

19.14. Waiver.

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

19.15. Governing Law.

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

19.16. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. Every reference in this **Contract** to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

19.17. Time of Essence

Time shall be of the essence in the performance of each and every covenant by **Contractor** pursuant to the terms of this **Contract**. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

19.18. Entire Contract

This **Contract** contains the entire agreement between the parties. All promises, representation, understandings, agreements, and prior agreements are merged herein and superseded hereby. No amendment or modification of this **Contract** shall be valid or binding unless reduced to writing and signed by the parties hereto. Furthermore, no verbal agreement or conversation with any officer, agent or employee of the **City** or **City Staff**, either before or after execution of the **Contract** shall affect or modify any of the terms or obligations contained in the

Trash Services Contract

Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

19.19. Counterparts.

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

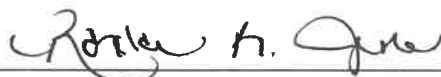
IN WITNESS WHEREOF, The Parties have executed this agreement in multiple counterparts, on the date and year below the party's name, each of which shall be considered and construed an original.

City of Harrisonville,
a Missouri municipal corporation


By: Happy Welch, City Administrator

Date: 11/22/2017

Attest City Clerk:


By: Randall Jones

Date: 11-22-17

Contractor:
Municipal Waste Services LLC, a limited liability company of the State of Missouri


By: Bryan S. Moore, Manager

Date: 11/28/2017

Attest:


By: Justin Roth, Supervisor

Title: _____

Date: 11/28/2017

OPERATING AGREEMENT
OF
MUNICIPAL WASTE SERVICES, LLC
A LIMITED LIABILITY COMPANY

This Operating Agreement of Municipal Waste Services LLC, a limited liability company organized pursuant to the Missouri Limited Liability Company Act, is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

ARTICLE I

DEFINITIONS

For purposes of this Company Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1. **Act** - This Missouri Limited Liability Company Act and all amendments to the Act.

1.2. **Additional Member** - A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

1.3. **Adjusted Capital Account Deficit** - With respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1i) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

1.4. **Admission Agreement** - The Agreement between an Additional Member and the Company described in Article XIII.

1.5. **Articles** - The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.

1.6. **Assignee** - A transferee of a Membership Interest who has not been admitted as a Substituted Member.

1.7. **Bankrupt Member** - A Member who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

1.8. **Business Day** - Any day other than Saturday, Sunday or any legal state holiday observed in Missouri when state offices are closed.

1.9. **Capital Account** - The account maintained for a Member determined in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(iii) In the event all or a portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the Assignee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Account are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Member), are computed in order to comply with such Regulations, the Manager may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this

Agreement not to comply with Regulations Section 1.704-1(b).

1.10. **Capital Contribution** - The amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company by a Member.

1.11. **Code** - The Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

1.12. **Company** – Municipal Waste Services LLC, a limited liability company formed under the laws of Missouri, and any successor limited liability company.

1.13. **Company Agreement** - This Operating Agreement including all Admission Agreements and amendments adopted in accordance with the Company Agreement and the Act.

1.14. **Company Liability** - Any debt or obligation for which the Company is liable or which is secured by any Company Property.

1.15. **Company Minimum Gain** - An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with Section 704 of the Code, the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

1.16. **Company Nonrecourse Liability** - A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in Section 1.752-2 of the Regulations) with respect to the liability.

1.17. **Company Property** - Any Property owned by the Company.

1.18. **Depreciation** - An amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset, except that if the Gross Asset Value of an

asset differs from its adjusted basis for federal income tax purposes at the beginning of a fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

1.19. **Distribution** - A transfer of Property to a member on account of a Membership Interest as described in Article IX.

1.20. **Disposition (Dispose)** - Any sale, assignment, transfer, exchange, mortgage, pledge, grant hypothecation, or without limitation other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.21. **Dissociation** - Any action which causes a Person to cease to be Member as described in Article XII hereof.

1.22. **Dissolution Event** - An event, the occurrence of which will result in the dissolution of the Company under Article XIV unless the Members agree to the contrary.

1.23. **Effective Date** – July 13, 2016.

1.24. **Gross Asset Value** - Any asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Manager, provided that the initial Gross Asset Values of the assets contributed to the Partnership pursuant to Article VIII hereof shall be as set forth in such Article.

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (a) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Property as consideration for a Membership Interest; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Manager.

(iv) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subparagraph (iv) to the extent the Manager determines that an adjustment pursuant to Subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Subparagraph.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to this Paragraph, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.25. **Immediate Family** - A Member's Immediate Family includes the Member's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

1.26. **Initial Capital Contribution** - The Capital Contribution agreed to be made by the Initial Members as described in Article VIII.

1.27. **Initial Members** - Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Company Agreement.

1.28. **Majority** - The affirmative vote or consent of Members described as a "Majority" in Article VI hereof.

1.29. **Member** - An Initial Member, an Additional Member or a Substitute Member.

1.30. **Member Minimum Gain** - An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable year. Notwithstanding any provision to the contrary herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with Section 704 of the Code the Regulations issue thereunder, as the same may be issued and interpreted from time to time.

1.31. **Member Nonrecourse Liability** - Any Company Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under Section 1.752-2 of the Regulations because, for example, the Member or Related Person is the creditor or a guarantor, as set forth in Section 1.704-2(i)(3) of the

Regulations.

1.32. **Membership Interest** - The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

1.33. **Net Profits and Net Losses** - An amount equal to the Company's taxable income or loss, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Paragraph shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.24(ii) or Section 1.24(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation computed in accordance with this Agreement;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provisions of this Paragraph, any items which are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.4 hereof shall be determined by applying rules analogous to those set forth in (i) through (vi) above.

1.34. **Nonrecourse Liabilities** - Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

1.35. **Notice** - Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to any member of the Manager in care of the Company at the address of the Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in the Company Agreement unless the Member has given the Company a Notice of a different address.

1.36. **Offsettable Decrease** - Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under Sections 704(e)(2) or 706 of the Code or under Section 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to make to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which the such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

1.37. **Organization Expenses** - Those expenses incurred in the organization of the Company including the costs of preparation of the Company Agreement and Articles.

1.38. **Permitted Transferee** - Any member of the Member's Immediate Family, or a trust established by a Member for the benefit of the Member or the Member's Immediate Family.

1.39. **Proceeding** - Any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

1.40. **Property** - Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.41. **Regulations** - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

1.42. **Related Person** - A person having a relationship to a Member that is described in Section 1.752-4(b) of the Regulations.

1.43. **Sharing Ratio** - With respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's Capital Account and the denominator is the total of all Capital Accounts of all Members and Assignees.

1.44. **Substitute Member** - An Assignee who has been admitted to all of the rights of membership pursuant to the Company Agreement.

1.45. **Taxable Year** - The taxable year of the Company as determined pursuant to Section 706 of the Code.

1.46. **Taxing Jurisdiction** - Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

ARTICLE II

FORMATION

2.1. **Organization** - The Members hereby organize the Company as a Missouri limited liability company pursuant to the provisions of the Act.

2.2. **Agreement** - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3. **Name** - The name of the Company Municipal Waste Services LLC, and all business of the Company shall be conducted under that name or under any other name.

2.4. **Effective Date** - The Company Agreement shall become effective upon the filing and acceptance of the same with the Secretary of State of Missouri.

2.5. **Term** - The Company shall be dissolved and its affairs wound up in accordance with the Act and the Company Agreement by action of the members.

2.6. **Registered Agent and Office** - The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Manager, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State.

2.7. **Principal Office** - The Principal Office of the Company shall be located at:

17251 NE County Road 43, Archie, Missouri 64725.

The Manager may, from time to time, change the location of the Principal Office of the Company.

ARTICLE III

NATURE OF BUSINESS

3.1. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

ARTICLE IV

ACCOUNTING AND RECORDS

4.1. **Records to be Maintained** - The Company shall maintain the following records at the Principal Office:

4.1.1. A current list of the full name and last known business address of each Member set forth;

4.1.2. A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Articles has been executed;

4.1.3. Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

4.1.4. Copies of the Company Agreement, including all amendments thereto;

4.1.5. Financial statements of the Company for the three most recent years;

4.1.6. A writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

4.1.6.1. the amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

4.1.6.2. any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; and

4.1.6.3. any events upon the happening of which the Company is to be dissolved and its affairs wound up.

4.2. **Reports to Members -**

4.2.1. The Manager shall provide reports at least annually to the Members at such time and in such manner as they may determine reasonable.

4.2.2. The Manager shall provide all Members with those information returns required by the Code and the laws of any state.

4.3. **Accounts** - The Manager shall maintain a record of Capital Account for each Member in accordance with Article VIII.

ARTICLE V

NAMES AND ADDRESSES OF MEMBERS

5.1. The names and addresses of the Initial Members are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS

6.1. **Management Rights** - All Members who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Members. The following actions require the consent of Majority of the Members:

6.1.1. any amendment to this Company Agreement,

- 6.1.2. the admission of Assignees as Members,
- 6.1.3. the continuation of the Company after a Dissolution Event,
- 6.1.4. the purchase or sale by the Company of an interest in real property, the merger or consolidation of the Company with another entity, or the sale of substantially all the assets of the Company,
- 6.1.5. incurring debt in excess of \$10,000.00.

6.2. **Majority** - Whenever any matter is required or allowed to be approved by a Majority of the Members or a Majority of the Remaining Members under the Act or the Company Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of Members having Sharing Ratios in excess of one half of the Sharing Ratios of all the Members entitled to vote on a particular matter. Dissociated Members shall not be considered Members entitled to vote for the purpose of determining a Majority.

6.3. **Meetings of Members -**

6.3.1. **Annual Meetings of Members** - All annual meetings of the Members for the election of Managers and such other business as may properly come before the meeting shall be held on the second Tuesday of March of each calendar year at 10:00 a.m. Central time, or on another date and at another time fixed from time to time, by or on behalf of the Manager, and at the place designated by or on behalf of the Manager and stated in the notice of meeting or in a duly executed waiver of notice thereof.

6.3.2. **Special Meetings** - Special meetings of the Members may be called by the Manager or the holders of not less than 10% of the Sharing Ratio entitled to vote on any issue proposed to be considered at the meeting. Special meetings of Members may be held at the times, dates and places designated by the Member and set forth in the notice of meeting required pursuant to Section 3.3 of this Article. A meeting properly requested by a Member shall be called for a date not less than 10 nor more than 60 days after the request is properly made by the Member requesting the calling of the meeting. Only business within the purpose or purposes described in the notice required by Section 3.3 may be conducted at a special meeting of Members.

6.3.3. **Notice of Meetings** - A written notice of each meeting of Members shall be given to each Member entitled to vote at the meeting at the address on the Membership Interest transfer records of the Company, not less than ten nor more than 60 days before the date of the meeting by the persons calling the meeting. The notice shall state the date, time and place of the meeting and, in the case of a special Members' meeting, the purpose or purposes for which the meeting is called. If a Members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date,

time or place is announced at the meeting before an adjournment is taken.

6.3.4. **Waiver of Notice** - Members may waive notice of a meeting before or after the date and time specified in the written notice of meeting. All waivers of notice must be in writing, be signed by the Member entitled to the notice and be delivered to the Company for inclusion in the appropriate records. Neither the business to be transacted at, nor the purpose of, a Members' meeting must be specified in a written waiver of notice. Attendance of a person at a meeting shall constitute a waiver of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

6.3.5. **Quorum** - Members holding Sharing Ratios exceeding 50% entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for action on that matter at a meeting of Members. If a quorum is not present or represented at a meeting of Members, the holders of Sharing Ratios exceeding 50% of the Sharing Ratios represented at the meeting, and who would be entitled to vote at a meeting if a quorum were present, may adjourn the meeting from time to time. Once a quorum has been established at a meeting, the subsequent withdrawal of Members, so as to reduce the Sharing Ratios entitled to vote at the meeting below the amount required for a quorum, shall not affect the validity of all actions taken at the meeting or an adjournment of the meeting.

6.3.6. **Voting** - If a quorum is present, action on a matter, except for the election of Managers, shall be approved if the aggregate Sharing Ratios of the Members entitled to vote on the subject matter favoring the action exceeds 50%.

6.3.7. **Proxies** - A Member entitled to vote at a meeting of Members, or an adjournment of it may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. No appointment shall be valid for more than 11 months after the date of its execution unless a longer period is expressly provided in the appointment form.

6.3.8. **Action Without A Meeting** - Any action required or permitted to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if the action is taken by the holders of Sharing Ratios exceeding 50%. To be effective, the action must be evidenced by one or more written consents describing the action to be taken, dated and signed by approving Members having the requisite number of votes entitled to vote thereon. Within 10 days after obtaining authorization by written consent, notice of the action must be given to those Members who have not consented in writing or who are not entitled to vote on the action.

6.4. **Liability of Members** - No Member shall be liable as such for the liabilities of the Company.

6.5. **Indemnification** - The Company may indemnify the Members, Managers, and agents from and against all costs, losses, liabilities, and damages paid or accrued by such Member,

Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Missouri.

6.6. **Representations and Warranties** - Each Member hereby represents and warrants to the Company and each other Member that: (a) that the Member is acquiring its Membership Interest for the Member's own account as an investment and without an intent to distribute the interest; and (b) the Member acknowledges that the Membership Interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6.7. **Conflicts of Interest -**

6.7.1. A Member, including a Manager, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter.

6.7.2. A Member, including a Manager does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law.

ARTICLE VII

BOARD OF MANAGERS

7.1. **Original Manager** - The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager. There shall be one Manager. The initial Manager shall be:

Bryan S. Moore

7.2. **Term of Office as Manager** - No Manager shall have any contractual right to such position. Except as provided in the preceding paragraph, each Manager shall be elected to serve for a term of two years or until the Dissociation of such Manager if he or she is a Member; or the removal of the Manager, if earlier.

7.3. **Election of Manager** - Managers to fill vacancies shall be elected annually by the Members at the Annual Meeting of Members by a Majority of the Members at a meeting at which a quorum is present. In the event of the death, resignation or removal of a Manager, the Members may elect a successor Manager at a special meeting of the Members called for that purpose. A successor Manager shall serve the remainder of the term of his predecessor.

7.4. **Authority of Manager to Bind the Company** - The Members hereby agree that only the Manager and authorized agents of the Company shall have the authority to bind the Company (and with respect to agents, only to the extent of the authority granted). No Member, other than a Member who is a Manager, shall take any action bind the Company. The Manager has the powers, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, except those conferred on or reserved to the Members by the Company Agreement, including, without limitation:

7.4.1. the institution, prosecution and defense of any Proceeding in the Company's name;

7.4.2. the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

7.4.3. the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

7.4.4. the entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bond, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

7.4.5. the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to Members, officers, employees, and agents;

7.4.6. the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

7.4.7. the appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

7.4.8. the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

7.4.9. the making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

7.4.10. the payment or donation, or any other act that furthers the business and affairs of the Company;

7.4.11. the payment of compensation, or additional compensation to any or all members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;

company, whether or not an agreement to pay such compensation was made before such services were rendered;

7.4.12. the purchase of insurance the life of any of its Members, or employees for the benefit of the Company;

7.4.13. the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;

7.4.14. the indemnification of Members or any other Person.

7.5. **Managers' Standard of Care** - A Manager's duty of care in the discharge of the Manager's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties, Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of the other Managers, Members, or agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

7.6. **Removal of Manager** - Any Manager may be removed by the affirmative vote of a Majority of the Sharing Ratios of the Members.

7.7. **Officers** - The number of Officers of the Company shall be fixed from time to time by the Manager. They shall have such titles, duties, authorities and responsibilities as may be delegated to them from time to time by the Manager. The Officers shall be elected by the Manager. In the event of the death, resignation or removal of an Officer, the Manager shall elect a successor who shall serve the remainder of the term of his or her predecessor. The Manager may remove an Officer, with or without cause, at any time, subject to any contractual rights of such Officer.

ARTICLE VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

8.1. **Initial Contributions** - Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Company Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement.

8.2. **Maintenance of Capital Accounts** - The Company shall establish and maintain a Capital Account for each Member.

ARTICLE IX

ALLOCATIONS AND DISTRIBUTIONS

9.1. **Allocations of Profits and Losses** - Except as may be required by Section 704(c) of the Code, and Sections 2, 3 and 4 of this Article IX, profits and losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their Sharing Ratios.

9.2. **Company Minimum Gain Chargeback** - If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member shall be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Regulations) for the newly guaranteed, refinancing, or otherwise changed liability.

9.3. **Member Minimum Gain Chargeback** - If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under Section 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to the Regulations. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to Section 704(b) of the Code.

9.4. **Qualified Income Offset** - In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-

1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Capital Account deficit of such Member as quickly as possible. An allocation pursuant to this Paragraph shall be made only if and to the extent such Member would have a Capital Account deficit after all other allocations provided for in this Article have been tentatively made as if this Paragraph were not in the Company Agreement.

9.5. Other Allocation Rules -

9.5.1. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

9.5.2. The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

9.6. Tax Allocations: Code Section 704(c) - In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to this Company Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Company Agreement. Allocations pursuant to this Paragraph 6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Company Agreement.

9.7. Interim Distributions - From time to time, the Manager shall determine in his reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Manager may make distributions to the Members in accordance with their Sharing Ratios. Such distribution shall be in cash or Property (which need not be distributed proportionately) or partly in

both, as determined by the Manager.

9.8. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE X

TAXES

10.1. **Elections** - The Manager may make any tax elections for the Company allowed under the Code or the tax laws of any state of other jurisdiction having Taxing Jurisdiction over the Company.

10.2. **Taxes of Taxing Jurisdictions** - To the extent that the laws of any Taxing Jurisdiction requires, each Member requested to do so by the Manager will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income. If the Member fails to provide which agreement the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article IX. The Manager may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

10.3. **Tax Matters Partner** - The Manager shall designate a tax matters partner of the Company pursuant to Section 6231(a)(7) of the Code. The tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Manager.

ARTICLE XI

DISPOSITION OF MEMBERSHIP INTERESTS

11.1. **Disposition** - A Member may not Dispose of all or a portion of the Member's Membership Interest except as permitted by this Article IX. No Membership Interest shall be Disposed of:

11.1.1. if such disposition, along or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code;

11.1.2. without an opinion of counsel satisfactory to the Manager that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities law;

11.1.3. unless and until the Company receives from the Assignee the information and agreements that the Manager may reasonable require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction.

11.2. Dispositions not in Compliance with this Article Void -

Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article is null and void ad initio.

ARTICLE XII

DISSOCIATION OF A MEMBER

12.1. **Dissociation** - A Person shall cease to be a Member upon the happening of any of the following events:

12.1.1. the Withdrawal of a Member with the consent of a Majority of the remaining Members;

12.1.2. the Member becomes a Bankrupt Member;

12.1.3. in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person estate;

12.1.4. in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

12.1.5. in the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

12.1.6. in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

12.1.7. in the case of any estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

12.2. **Rights of Dissociating Member** - In the event any Member dissociates prior to the expiration of the Term:

12.2.1. if the dissociation causes a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

12.2.2. if the dissociation does not cause a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid within six months of the date of dissociation. Notwithstanding the foregoing, if the dissociation is other than as a result of the death or incompetence of the Member, the Board of Managers may pay the value of the Member's Membership interest in the Company out over a period not to exceed five years, provided that the dissociating Member shall be entitled to participate as an Assignee in the Company until the value of such interest is paid in full. The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Company Agreement and the fair value of the Member's Membership Interest as of the date of dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's dissociation.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

13.1. **Rights of Assignees** - The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable the Membership Interest.

13.2. **Admission of Substitute Members** - An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of the Board of Managers and a Majority of the Members. The Board of Managers may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may existed prior to the approval.

13.3. **Admission of Permitted Transferees** - Notwithstanding Section 13.2. hereof, the Membership Interest of any Member shall be transferable without the consent of the Manager or any of the Members if (i) the transfer occurs by reason of or incident to the death, dissolution, divorce, liquidation, merger or termination of the transferor Member, and (ii) the Transferee is a Permitted Transferee.

13.4. **Admission of Additional Members** - The Manager may permit the admission of Additional Members and determine the Capital Contributions of such Members.

ARTICLE XIV

DISSOLUTION AND WINDING UP

14.1. **Dissolution** - The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

14.1.1. the expiration of the Term, unless the business of the Company is continued with the consent of a Majority of the Members;

14.1.2. the unanimous written consent of all of the Members;

14.1.3. the Dissociation of any Member, unless the business of the Company is continued with the consent of the Manager and a Majority of the Members within 90 days after such Dissociation.

14.2. **Effect of Dissolution** - Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State of Missouri.

14.3. **Distribution of Assets on Dissolution** - Upon the winding up of the Company, the Company Property shall be distributed:

14.3.1. to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;

14.3.2. to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Manager.

14.4. **Winding Up and Certificate of Dissolution** - The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonable adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State of Missouri for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XV

AMENDMENT

15.1. **Company Agreement May Be Modified** - The Company Agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No Member shall have any vested rights in the Company Agreement which may not be modified through an amendment to the Company Agreement.

15.2. **Amendment or Modification of Company Agreement** - The Company Agreement may be amended or modified from time to time only by a written instrument adopted by the Manager and executed by a Majority of the Members.

ARTICLE XVI

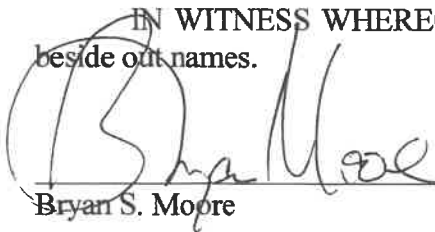
MISCELLANEOUS PROVISIONS

16.1. **Entire Agreement** - The Company Agreement represents the entire agreement among all the Members and between the Members and the Company.

16.2. **No Partnership Intended for Nontax Purposes** - The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Missouri Uniform Partnership Act nor the Missouri Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by work or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who is incurs personal liability by reason of such wrongful representation.

16.3. **Rights of Creditors and Third Parties under Company Agreement** - The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set out hand and seals on the date set forth beside our names.


Bryan S. Moore

July 13/2016
Date

EXHIBIT A

Member	Initial Capital Contribution	Interests and Value
Bryan S. Moore	\$10,000.00	100%