



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 1, 2016
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award honoring Steve Woodring for 30 Years of Loyal Service to The City of Harrisonville**
 - B. A Service Award Honoring Lee Darling for 15 Years of Loyal Service to the City of Harrisonville**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 18, 2016 7:00 PM**
- 6. Agenda Items**
 - A. Council Bill 013: A Resolution to Authorize the City Administrator to Sign the Attached Certification Form Required by the Environmental Protection Agency**
 - B. Council Bill 014: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH PAVING MAINTENANCE SUPPLY FOR THE PURCHASE OF ONE (1) CRAFTCO SS 125 MELTER APPLICATOR FOR THE STREET DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$33,972.**
 - C. Council Bill 015: A Resolution Approving All Seasons Productions LLC as the New Lease Operator of the City-Owned North Lake Shooting Range and Authorizing The City Administrator To Execute the Attached Lease Agreement With All Seasons Productions LLC.**

D. Council Bill 016: AN ORDINANCE TO AMEND CHAPTER 700, SECTIONS 700.230 OF THE UTILITIES ORDINANCE REGARDING THE USE OF WELL WATER IN THE CITY OF HARRISONVILLE, MISSOURI.

- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
- 9. Report from the Mayor**
- 10. Questions from the Media**
- 11. Adjourn to Executive Session**
- 12. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 28th day of January 2016

Kim Hubbard, City Clerk

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

Presented by the Mayor and the Harrisonville Board of Aldermen to

Steve Woodring

In Grateful Appreciation for

30 Years

Of Dedicated Service to



Feb. 1, 2016

Brian Hasek, Mayor

Attachment: Steve Woodring (2095 : Steve Woodring --30 yr. Service Award)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Lee Darling

In Grateful Appreciation for

15 Years

Of Dedicated Service to



Feb. 1, 2016

Brian Hasek, Mayor

Attachment: Lee Darling (2096 : Lee Darling - 15 year service award)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 18, 2016
7:00 PM

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

Attendee Name	Title	Status	Arrived
Judy Bowman	Board Member	Present	
Clint Long	Board Member	Present	
Josh Stafford	Board Member	Present	
David Dickerson	Board Member	Present	
Ivan Stull	Board Member	Absent	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Brian Hasek	Mayor	Present	

Others Present: Interim City Administrator Mike Tholen, City Attorney Steve Mauer, Finance Director Marcella McCoy, Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Director Chris Deal, Emergency Services Director Larry Francis, Public Works Director Jerry Gibbs and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**

None.

4. **Public Participation**

A. Public Participation

None.

5. **Approval of Minutes**

A. Board of Aldermen - Special Meeting - Jun 29, 2015 8:15 AM*Minutes were approved.*

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Josh Stafford, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

B. Board of Aldermen - Special Meeting - Dec 21, 2015 6:00 PM*Minutes were approved.*

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Josh Stafford, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

C. Board of Aldermen - Regular Meeting - Jan 4, 2016 7:00 PM*Minutes were approved.*

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Josh Stafford, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

6. Agenda Items**A. Appointments to Planning & Zoning Commission: Dorothy Young & Shawn Manning***Mayor Hasek recommended the appointment of Dorothy Young and Shawn Manning to the Planning and Zoning Commission. There was discussion regarding the applicants who remained in the pool of applicants. The Mayor's appointments were not approved.*

RESULT:	DEFEATED [3 TO 4]
MOVER:	David Dickerson, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Clint Long, David Dickerson, Morris Coburn
NAYS:	Judy Bowman, Josh Stafford, Marcia Milner, Stacey Dahlman
ABSENT:	Ivan Stull

B. An Ordinance of the Board of Aldermen of Harrisonville, MO authorizing the City Administrator to Sign a Letter of Understanding for City Administrator Recruitment Services with the Austin Peters Group*City Attorney Mauer read Council Bill 006 by title only for a second time. Mr. Tholen reviewed that this item was on the January 4 meeting agenda as a resolution, was changed to an ordinance at that meeting and had it's first reading. Mr. Tholen reported that Alderman Dickerson had shared his concerns regarding the focus group that was*

included in the Austin Peters proposed agreement and that Mayor Hasek also had requested changes which were reflected in the agreement that included the deletion of the focus group. There was discussion regarding the mayor appointing a hiring committee, why the council bill was changed from a resolution to an ordinance, and the involvement of the full board in the hiring process of the city administrator. During the discussion Alderman Milner made the motion that Council Bill 006 be tabled three different times and Alderman Bowman seconded the motion three times and all three times the motion to table was withdrawn by Alderman Milner and Alderman Bowman. After much discussion regarding the changing of the council bill from a resolution to an ordinance and Mayor Hasek promising not to veto, Alderman Coburn made the motion to amend Council Bill 006 by removing only paragraph A (focus group) of the Austin Peters agreement. The motion was seconded by Alderman Milner and approved by the following roll call vote:

Ayes: Aldermen Bowman, Dahlman, Milner, Coburn, Dickerson, Long and Stafford.

Nays: None

Absent: Alderman Stull

Council Bill 006 became Ordinance 3349

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

C. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH WESTFALL GMC FOR THE REPLACEMENT OF THE MOTOR AND DRIVE TRAIN IN MEDIC 2 (AMBULANCE) IN AN AMOUNT NOT TO EXCEED \$22,808.52.

City Attorney Mauer read Council Bill 007 by title only. Director Francis reviewed the motor replacement for Medic 2. Council Bill 007 became Resolution 005.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

D. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE FOR THE PURCHASE OF ONE (1) 2016 FORD F450 TYPE - 1 AMBULANCE FOR THE HARRISONVILLE EMERGENCY SERVICES NOT TO EXCEED \$155,837.00

City Attorney Mauer read Council Bill 008 by title only. Director Francis reviewed the purchase of a new ambulance, there would be a full warranty, that it would be equipped with everything needed and the settlement from the rolled ambulance would go toward the purchase price. Council Bill 008 became Resolution 006.

Minutes Acceptance: Minutes of Jan 18, 2016 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Bowman, Board Member
SECONDER: Stacey Dahlman, Board Member
AYES: Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT: Ivan Stull

E. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MAX FORD FOR THE PURCHASE OF ONE (1) POLICE INTERCEPTOR SUV IN AN AMOUNT NOT TO EXCEED \$28,007

City Attorney Mauer read Council Bill 007 by title only. Chief Hofer reviewed the request and reported bids were compared to the state bid and there was a difference of \$422 between the state bid and Max Motors. Staff recommended using Max Motors. Chief Hofer also shared that this would be used for the K-9 program. Council Bill 009 became Resolution 007.

RESULT: ADOPTED [5 TO 2]
MOVER: Marcia Milner, Board Member
SECONDER: Stacey Dahlman, Board Member
AYES: Bowman, Stafford, Milner, Coburn, Dahlman
NAYS: Clint Long, David Dickerson
ABSENT: Ivan Stull

F. A RESOLUTION TO ACCEPT AMENDMENTS TO THE CITY OF HARRISONVILLE PERSONNEL MANUAL, TECHNOLOGY POLICY

City Attorney Mauer read Council Bill 010 by title only. City Clerk Hubbard reviewed the proposed Radio Communication Policy and reported that Lieutenant Prindle would provide the required training needed. Council Bill 010 became Resolution 008.

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Dickerson, Board Member
SECONDER: Morris Coburn, Board Member
AYES: Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT: Ivan Stull

G. AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY OF HARRISONVILLE, MISSOURI ON 5TH, APRIL, 2016.

City Attorney Mauer read Council Bill 011. Finance Director McCoy reported this item was reviewed at the January 4 work session and noted the city would lose a portion of the approximate \$110,000 to total collections which would be around \$20,000, maybe more since the city is close to the state line. Ms. McCoy explained that the board would need to suspend the rules and move Council Bill 011 to its second reading at this meeting if this was to go on the April 5, 2016 ballot as it would need to be certified by Tuesday, January 26, 2016. Alderman Milner motioned to move Council Bill 011 to its

second reading. Alderman Stafford seconded the motion and it was approved by the following roll call vote:

Ayes: Aldermen Dickerson, Dahlman, Stafford, Bowman, Long, Milner and Coburn.

Nays: None

Absent: Alderman Stull

City Attorney Mauer read Council Bill 011 by title only for a second time. Council Bill 011 became Ordinance 3350.

RESULT:	ADOPTED [6 TO 1]
AYES:	Bowman, Long, Stafford, Milner, Coburn, Dahlman
NAYS:	David Dickerson
ABSENT:	Ivan Stull

H. An Ordinance Amending Chapter 610, Peddlers, of the City of Harrisonville Code of Ordinances

City Attorney Mauer read Council Bill 012 by title only. City Clerk Hubbard reviewed the need to update the peddlers permit application process. Alderman Stafford moved to suspend the rules and move Council Bill 012 to its second reading. Alderman Long seconded the motion and it was approved with the following roll call vote:

Ayes: Aldermen Coburn, Long, Dickerson, Dahlman, Bowman, Milner and Stafford.

Nays: None

Absent: Alderman Stull

City Attorney Mauer read Council Bill 012 by title only for a second time. Council Bill 012 became Ordinance 3551.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

I. February 15 Board of Aldermen

The Board approved tentatively scheduling the second meeting in February on the 22nd of the month due to President's Day being on the 15th when the Board's regular meeting would have been scheduled.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Morris Coburn, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Milner, Coburn, Dahlman
ABSENT:	Ivan Stull

7. Aldermen and Committee Reports

Alderman Bowman shared that she had enjoyed the employee dinner and how impressed she was with staff and reported on the town hall meeting.

Alderman Dahlman commented on how good the employee dinner was.

Alderman Coburn also commented on the how good the employee dinner was.

Alderman Milner commented on how much she enjoyed the employee dinner and the long tenure of some of the employees

Alderman Dickerson extended his congratulations to Street Superintendent Jacobs for the Employee of the Year Award and to City Clerk Hubbard on her 15 years of service.

Alderman Stafford communicated to the Board that they should be proud of themselves that there was some middle ground found amongst themselves.

8. Report from the City Administrator

Mr. Tholen thanked the elected officials for their support of the staff and for the employee dinner to recognize them. Mr. Tholen also noted that there are many employees with long tenure and that this isn't just a job for many of the employees but a career. Mr. Tholen also reported that filing will close tomorrow.

9. Report from the Mayor

Mayor Hasek reported he attended the employee dinner and that it was quite fun, there was bingo and prizes and extended his congratulations to the Parks Department for receiving Department of the Year award, April Clark who received the Steven P. Rauscher Leadership award and Employee of the Year Rodney Jacobs. Mayor Hasek stated he was happy that they were able to get through things tonight.

10. Questions from the Media

Media left at 7:45 pm.

11. Adjourn to Executive Session

Alderman Coburn moved to adjourn to Executive Session for the purpose of Section 610.021 (1), Legal Actions, Section 610.021 (2) Real Estate, and Section 610.021 (3) Personnel. Alderman Long seconded the motion which was approved with the following roll call vote:

Ayes: Aldermen Bowman, Dahlman, Coburn, Milner, Dickerson, Long and Stafford.

Nays: None

Abstain: None

Absent: Alderman Stull

The Board adjourned to Executive Session at 8:17 PM

The Board reconvened to regular session at 9:46 PM

12. Adjourn From Regular Session

Minutes Acceptance: Minutes of Jan 18, 2016 7:00 PM (Approval of Minutes)

Alderman Coburn moved to adjourn the meeting. Alderman Dahlman seconded the motion and it was approved with a voice vote. The meeting adjourned at 9:46 pm.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Jan 18, 2016 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Eric Patterson, Asst. Director
DATE: January 19, 2016
SUBJECT: CERTIFICATION REGARDING LOBBYING

Type of Item: *Approval*

This is a requirement of the SRF process to certify the city has not included in the loan request any funds paid to an individual(s) to influence appropriation of funds for this project. The certification must be signed by the city's authorized representative. The Board of Alderman approved the city administrator as the authorized representative at its August 4, 2014 meeting.

Staff recommends approval.

Council Bill No. 013**Resolution No.****A Resolution to Authorize the City Administrator to Sign the Attached Certification
Form Required by the Environmental Protection Agency**

WHEREAS, the Environmental Protection Agency requires recipients of SRF funding to certify in writing that loan funds will not be used for lobbying purposes,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to sign the attached certification form.

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

READ and DULY PASSED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri, this 1st day of February 2016.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 1st day of February 2016



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



STAFF REPORT

TO: Board of Aldermen
FROM: Rodney Jacobs, Director
DATE: January 18, 2016
SUBJECT: Purchase of 2016 Crafcro SS125 Melter Applicator from Paving Maintenance Supply Inc. for the total pr

Type of Item: *Purchase*

Type of Item: *Resolution*

Issue:

Purchase of 2016 Crafcro SS125 Melter Applicator from Paving Maintenance Supply Inc. for the total price of \$33,972

Summary Recommendation:

Staff recommends approval of the purchase of a 2016 Crafcro SS125 Melter Applicator to replace a 1996 Crafcro E Z Pour Melter Applicator from Paving Maintenance Supply Inc. for the total price of \$33,972 using the MODOT bid.

Background:

This purchase is to replace a similar machine, a Crafcro E Z Pour Melter Applicator purchased in 1996 for \$21,999. The purpose for the needed replacement is because the oil bath tank surrounding the material tank has cracked and caught fire from metal fatigue after years of heating and cooling cycles. The crack has been repaired but is prone to crack again near the repair weld. The tank assembly is not considered a general replacement item as the machine is built around it. A second known problem with the machine is the material pump. It is worn and needs replaced. The material pump is required to pump the hot sealant. It is a normal wear item costing \$1,950 and requires a retrofit to the melter due to the pump being redesigned. All other pumps and systems appear to be functioning as expected. The repairs to the melter over the 20 years of ownership is \$3,503 with the majority of repairs being during the last 5 years.

Options:

Staff has reviewed the option of purchase or rental. The purchase price for a machine expected to have a service life of fifteen years is \$34,000 while renting a unit for one month is \$4,275. Renting the machine for one month each year for fifteen years would double the purchase price.

Currently crack sealing operations are scheduled in the fall and spring. Purchasing a unit will continue to allow crack sealing whenever scheduling permits.

Paving Maintenance Supply Inc. was the successful bidders in the MODOT bid.	Cost of renting of machine
MODOT Bid \$33,972*	30 days each year \$4,275/Month
Budgeted \$34,000	Anticipated rental cost over 15 years \$64,125

*MODOT Bid Tabulation of Request 3-12051RJ Melter Applicator and Pavement Cutter

Recommendation:

It is Staff's recommendation to purchase a 2016 Crafc0 SS125 Melter Applicator from Paving Maintenance Supply Inc. for the total price of \$33,972 and sell the 1996 Crafc0 E Z Pour Melter Applicator model on a web auction site to the highest bidder.

Council Bill No. 014

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH PAVING MAINTENANCE SUPPLY FOR
THE PURCHASE OF ONE (1) CRAFTCO SS 125 MELTER APPLICATOR FOR
THE STREET DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$33,972.**

WHEREAS, the City of Harrisonville has determined that Paving Maintenance Supply Inc. is competent to perform services for the City of Harrisonville; and

WHEREAS, Paving Maintenance Supply Inc. agrees to perform services for the City of Harrisonville;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Paving Maintenance Supply Inc. for the purchase of one (1) Melter Applicator for the Street Department in an amount not to exceed \$33,972.

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

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 1st day of February, 2016

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 1st day of February, 2016



TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: January 27, 2016
SUBJECT: New Trap & Skeet Lease Agreement - 2016

Type of Item: *Agreement*

Council Bill No. 015

Resolution No.

A Resolution Approving All Seasons Productions LLC as the New Lease Operator of the City-Owned North Lake Shooting Range and Authorizing The City Administrator To Execute the Attached Lease Agreement With All Seasons Productions LLC.

WHEREAS, the City of Harrisonville has determined that All Seasons Productions LLC is competent to lease and operate the North Lake Shooting Range for the City of Harrisonville; and

WHEREAS, All Seasons Productions LLC agrees to lease and operate the North Lake Shooting Range for the City of Harrisonville;

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

Section 1: That the Harrisonville Board of Aldermen hereby approves All Seasons Productions LLC to be the new lease operator of North Lake Shooting Range.

Section 2. That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into a Lease Agreement with All Seasons Productions LLC for the lease and operation of the North Lake Shooting Range for the City of Harrisonville.

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

READ by title only and DULY PASSED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri, this 1st day of February 2016.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 1st day of February 2016.

MEMO

TO: The Board of Alderman

CC: Mayor Hasek, Mike Tholen

FROM: Chris Deal, Parks and Recreation Director

DATE: January 27, 2016

RE: Recommendation for new Trap & Skeet Lease Operator

As the Board may recall, on November 10th of last year staff informed the Board of an early termination of the lease operations of the Trap & Skeet shooting range by the current operator. This action led staff to develop a Request for Proposal (RFP) to be sent out through the various media outlets for a new lease operator. The deadline for the RFP was Friday, January 15, 2016.

Staff has received two RFP's for operations of the Trap & Skeet shooting range. In the RFP there were several "minimum requirements" requested for operating the Trap & Skeet shooting range. All of those requirements were met by the recommended lease operator. In addition, the recommended lease operator went beyond the minimum requirements by providing an extended business plan which is extensive and visionary for future operations of the Trap & Skeet shooting range.

The recommended lease operator is **All Seasons Productions LLC, owner Brandon Plunkett**. Mr. Plunkett is the owner of Sporting Supply in Harrisonville. Along with a quality business plan, Mr. Plunkett has a positive working track record and complimentary recommendations regarding his work ethic and accountability.

Below is a list of the minimum requirements for the Trap & Skeet shooting range as well as other issues listed by the recommended lease operator:

- \$300 a month lease as well as 10% of the net profit of sales to be paid to the Parks & Recreation Department quarterly
- The installation of new clay throwers on site, estimated investment is \$40,000.00
- A new activity known as "Sporting Clays" was included in the RFP. This activity is a form of clay pigeon shooting, which includes a course of a 9 or 10 shooting stations laid out over natural terrain. This activity is very popular around the country at Trap & Skeet Shooting Ranges and the course will be set up with the recommended safety guidelines

- The addition of an archery range for shooting and archery competitions
- Future expansion of a concession stand to provide better services for the patrons
- The insurance coverage is at a higher level than the previous lease agreement, increasing the coverage for the new lease owner for all equipment and activities at the range
- Finally, the proposed lease operator has a similar business that will enhance participation and marketing of the Trap & Skeet range. With similar services in place, marketing and available inventory is a positive selling point

The **All Seasons Production LLC**, owned and operated by Brandon Plunkett is recommended by the Parks & Recreation Director and the Park Board unanimously. If the Board of Alderman approve this recommendation, staff will request approval of the lease agreement, following this memo. The lease agreement has been reviewed and approved by the City Attorney.

Staff will answer any questions at the Board of Alderman meeting. Thank you.

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I.	<u>PREMISES AND FACILITIES</u>	
	SECTION 101. LEASED PREMISES	3
II.	<u>TERM OF AGREEMENT</u>	
	SECTION 201. TERM.....	3
	SECTION 202. SURRENDER OF POSSESSION	3
	SECTION 203. EARLY TERMINATION.....	4
III.	<u>FINANCIAL CONSIDERATION</u>	
	SECTION 301. RENTS, FEES AND CHARGES	4
	SECTION 302. ADDITIONAL RENTS, FEES AND CHARGES	5
	SECTION 303. PROMPT PAYMENT	5
	SECTION 304. NET AGREEMENT	5
IV.	<u>CONDITION AND USE OF LEASED PREMISES</u>	
	SECTION 401. CONDITION OR PREMISES	6
	SECTION 402. USE OF LEASED PREMISES.....	6
	SECTION 403. UNACCEPTABLE USE OF LEASED PREMISES	6
	SECTION 404. RULES AND REGULATIONS	7
	SECTION 405. SIGNAGE	7
V.	<u>MAINTENANCE OF LEASED PREMISES</u>	
	SECTION 501. REPAIRS AND MAINTENANCE	8
	SECTION 502. UTILITIES	9
	SECTION 503. INGRESS AND EGRESS BY THE CITY	10
VI.	<u>IMPROVEMENTS TO LEASED PREMISES</u>	
	SECTION 601. IMPROVEMENTS, ALTERATIONS OR ADDITIONS	10
	SECTION 602. PLANS AND SPECIFICATIONS.....	11
	SECTION 603. LANDSCAPING AND SCREENING	11
	SECTION 604. CONTRACTOR'S LIABILITY INSURANCE	11
	SECTION 605. CERTIFICATES OF COMPLETION	11
	SECTION 606. TITLE TO LEASED PREMISES AND IMPROVEMENTS...12	
	SECTION 607. MECHANIC'S AND MATERIALMEN'S LIENS.....12	
	SECTION 608. CONSTRUCTION PLANS	12
	SECTION 609. PROOF OF PAYMENT	12
	SECTION 610. PERFORMANCE AND PAYMENT BONDS.....12	
	SECTION 611. LESSEE'S PROPERTY	12
	SECTION 612. DISPOSITION OF THE LESSEE'S PROPERTY	12
VII.	<u>INSURANCE AND INDEMNIFICATION</u>	
	SECTION 701. LIABILITY INSURANCE	13
	SECTION 702. PROPERTY INSURANCE	13
	SECTION 703. EVIDENCE OF INSURANCE.....14	
	SECTION 704. CONDITIONS OF DEFAULT	14
	SECTION 705. SUBROGATION	14
VIII.	<u>EQUAL EMPLOYMENT/AFFIRMATIVE ACTION / NON-DISCRIMINATION</u>	

	SECTION 801.	EQUAL EMPLOYMENT OPPORTUNITY	14
	SECTION 802.	NON-DISCRIMINATION	14
IX.	<u>ASSIGNMENT AND SUBLETTING</u>		
			15
X.	<u>TERMINATION OF AGREEMENT</u>		
	SECTION 1001.	CITY’S RIGHT TO TERMINATE	15
	SECTION 1002.	LESSEE’S RIGHT TO TERMINATE	16
	SECTION 1003.	WAIVER OF DEFAULT	16
	SECTION 1004.	SURRENDER OF PREMISES.....	16
XI.	<u>RESERVATIONS</u>		
	SECTION 1101.	RESERVATIONS.....	16
	SECTION 1102.	ACCESS.....	17
XII.	<u>ADDITIONAL PROVISIONS</u>		
	SECTION 1201.	QUIET ENJOYMENT	17
	SECTION 1202.	NO PERSONAL LIABILITY	17
	SECTION 1203.	GOVERNING LAW	17
	SECTION 1204.	AMENDMENTS	17
	SECTION 1205.	INVALID PROVISIONS	17
	SECTION 1206.	SUCCESSORS AND ASSIGNS	17
	SECTION 1207.	BINDING EFFECT	17
	SECTION 1208.	WAIVERS	18
	SECTION 1209.	TITLE TO SITE.....	18
	SECTION 1210.	NOTICES.....	18
	SECTION 1211.	SEVERABILITY	18
	SECTION 1212.	ENTIRE AGREEMENT.....	18

LEASE AGREEMENT OF HARRISONVILLE TRAP AND SKEET RANGE AT NORTH LAKE

THIS LEASEHOLD AGREEMENT, hereinafter referred to as “Agreement”, made and entered into this ____ day of February, 2016 by and between the **City of Harrisonville**, a municipal corporation of the state of Missouri, hereinafter referred to as the “City”, and **All Seasons Productions LLC** organization existing under and by virtue of the laws of the State of Missouri, hereinafter referred to as the “Lessee”.

WITNESSETH:

WHEREAS, the City of Harrisonville owns and maintains a range known as “North Lake Shooting Range”, located in Cass County, Missouri, hereinafter called the “Range”; and

WHEREAS, the Lessee wishes to conduct, for its exclusive purpose, a trap and skeet business, including skeet shooting, trap shooting and directly related activities only; and

WHEREAS, the Lessee wishes to occupy grounds and buildings at the Range and the City agrees to lease the grounds and buildings to the Lessee as described in Exhibit A;

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree for themselves, their successors and assigns as follows:

ARTICLE I PREMISES AND FACILITIES

SECTION 101. LEASED PREMISES. The Lessee shall be assigned the following premises and facilities on the Range in “Good Condition”, as described in Exhibit B, for the exclusive purpose of operating as a trap and skeet business to include skeet shooting, trap shooting and those directly related activities only.

The City grants to the Lessee the right and privilege of occupying for its use, the premises located at North Lake, Address 23424 S. Jefferson Parkway, Harrisonville, MO 64701.

ARTICLE II TERMS OF AGREEMENT

SECTION 201. TERMS. This Agreement shall be effective for a period of five (5) year(s) (the “Initial Term”). The City has the right to enforce the rent increase as described in Section 301(A) hereof, and such intent to renew shall occur no later than 60 days prior to the expiration of the initial period (the “Extension Term”).

SECTION 202. SURRENDER OF POSSESSION. The Lessee covenants and agrees that at the expiration date of the term of this Agreement or at the earlier termination thereof, it will peaceably surrender possession of the Leased Premises and any improvements thereon Excluding Lessee’s equipment, in good condition, reasonable wear and tear, acts of God, and

other casualties excepted, and the City shall have the right to take possession of the Leased Premises with or without due process of law. All Lessee-installed improvements, excluding equipment such as new clay throwing traps not purchased by City, and repair become property of the City of Harrisonville. The Lessee will remove all personal property and equipment by the last day of the term. Any personal property not removed by the last day of the Agreement will be deemed abandoned and shall become the property of the City unless otherwise agreed upon in writing between the parties.

SECTION 203. EARLY TERMINATION. This Agreement may be terminated by the City if the Lessee fails to pay its lease payments when due, fails to have insurance, fails to have a business license or if Lessee fails to perform any other obligation required of it by this Agreement, or if the Lessee conduct is contrary to the provisions of this Agreement. A ninety (90) day notice will be given to the lessee in this instance. The City will send the Lessee a letter stating the reason for early termination. If the default is not corrected or action taken within thirty (30) days of the date of the termination letter, with a reasonable time to cure, the City may re-enter and take possession of the demised premises without process of law and this Agreement will terminate. If the Lessee decides to terminate the agreement early, a ninety (90) day written notice will be given to the Director of Parks and Recreation.

ARTICLE III FINANCIAL CONSIDERATION

SECTION 301. RENTS, FEES AND CHARGES. In consideration of the rights and privileges granted herein to the Lessee by the City, the Lessee shall pay to the City as compensation therefore, during each year of the Agreement,

- A. Payments. The Lessee hereby agrees to pay the City of Harrisonville Parks & Recreation Department the following amounts:
 - a. During the Initial Term, rent shall be due in the amount of \$300.00 per month on the last business day of each month.
 - b. During the Initial Term, rent shall be adjusted (increased) annually by 5% per year on the approved date of this lease agreement and payments made on the last business day of each month.
 - c. A quarterly report of sales shall be provided to the City, along with payment for 10% of the net quarterly profits for the time period identified in the corresponding quarterly report. This report will include the previous 3 month's business (1 quarter of a year) along with payment of 10% of the profit, and be provided to the City on the 15th of the month, following each quarter of the calendar year.
- B. Remittance of Payments. All remittances shall be made payable to the "City of Harrisonville Parks & Recreation Department", P.O. Box 367, Harrisonville, MO 64701.
- C. Interest, Penalties and Late Charges. All unpaid rent and fee payments due the City hereunder shall bear a service charge of one and one-half percent (1-1/2 %) per annum if same is not paid and received by the City on or before the anniversary date of this contract. Lessee agrees that it shall pay and discharge all costs and expenses including

attorney's fees incurred or expended by the City in collection of said delinquent amounts due, including service charges.

- D. Utility Payments. The Lessee agrees that all utility services required by it during the term hereof for the Lessee's Premises and Facilities must be obtained and paid for by the Lessee.
- E. Right to Audit. The City reserves the right to audit the records of the Lessee (as described in Exhibit C), relating to the Lessee's use of the demised premises and facilities or the performance of the Lessee's obligations, duties and responsibilities under the terms and conditions of this Agreement. The Lessee agrees to submit an approved audit sheet monthly.

SECTION 302. ADDITIONAL RENTS, FEES AND CHARGES. Lessee agrees to pay as rent, in addition to the annual lease payment, any and all sums which may become due by reason of failure of Lessee to comply with all of the covenants of this Agreement and any and all damages, fees, costs and failure on its part to comply with the covenants of this Agreement, and each of them and also any and all damages to the Leased Premises caused by any act or neglect of Lessee. The Lessee shall further pay additional rents, fees and charges under the following conditions:

- A. If the City has paid any sum or sums or has incurred any obligation or expense which the Lessee has agreed to pay or reimburse the City for; or
- B. If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of the Lessee to perform or fulfill any of the conditions of this Agreement.

Such payments shall include all interest, costs, damages, attorney's fees and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies, as if it were originally a part of the lease as set forth herein.

For all purposes of this section and in any suit, action or proceeding of any kind between the parties hereto involving the payment of any sum or sums by the City or for any work done or material furnished, prima face evidence against the Lessee that in the amount considered necessary and reasonable.

SECTION 303. PROMPT PAYMENT. Lessee covenants and agrees to pay promptly all lawful general taxes excluding property taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation of the Range, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Range, and further covenants and agrees not to permit any of said taxes, assessments, excises, fees or charges to become delinquent.

SECTION 304. NET AGREEMENT. This Agreement in every sense shall be without cost to the City. The City agrees in every sense to perform proper maintenance and keep in good working condition, as determined by the City in its reasonable discretion, all facilities that are deemed City property, but only to the extent City has received approval of the necessary appropriations by the Board of Aldermen of the City. This shall include, but not limited to, furnace, air conditioning, plumbing, septic, roads, driveway, paved surfaces and equipment that will not be retained by Lessee at the termination of this agreement.

ARTICLE IV CONDITION AND USE OF LEASED PREMISES

SECTION 401. CONDITION OF PREMISES. Lessee and representative from Harrisonville Parks and Recreation will perform a walkthrough of the premises, both before the lease begins and at the end of the lease, to ensure the range and associated facilities are in Good Condition as outlined in Exhibit b.

Lessee shall not make any additional connection onto any electrical or water service other than those services already provided by City without the advance written approval of the City. Lessee shall not make any alterations, additions or improvements or engage in any construction of the premises without the prior written consent of the City. Lessee further agrees that any alterations, additions, and improvements made to the premises, during the term thereof, with City consent, shall not be removed and shall remain on said premises, upon the expiration of the term thereof, with the exception of Lessee equipment which the Lessee will retain. Lessee shall be responsible for securing all applicable permits required for the organization, including skeet shooting, trap shooting and directly related activities only, on the Leased Premises, and Lessee shall furnish to City, copies of all such permits.

SECTION 402. USE OF LEASED PREMISES. Lessee shall use the demised premises and the building and existing improvements located thereon for the exclusive purpose of conducting a gun club, including skeet shooting, trap shooting, and directly related activities only. Lessee is responsible to obtain any required state, county, or city permits.

SECTION 403. UNACCEPTABLE USE OF LEASED PREMISES. The Lessee shall not use the Leased Premises or permit them to be used in any manner that results in waste of the premises or constitutes a nuisance. Lessee shall not use the Leased Premises or permit them to be used for any illegal purpose. Lessee at its own expense (not to exceed \$1000 per year, (the "Compliance Cap"), will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, rules or regulations or any other requirement of any duly constituted public authority having jurisdiction over the Leased Premises or the use of the premises, including, without limitation, the Americans With Disabilities Act ("Compliance Requirements"). If the costs and expenses necessary in order meet the Compliance Requirements are in excess of the Compliance Cap, then Lessee may cancel this Agreement by providing sixty (60)

days prior written notice to City, together with copies of estimates of the work necessary to meet the Compliance Requirements. City shall not be obligated to make any repairs or changes to the Leased Premises in order to make the Leased Premises comply with the Compliance Requirements.

The Lessee further agrees that it will permit no major repair or maintenance of vehicles or other machinery to be performed on the Leased Premises. The Lessee further agrees that the parking of automobiles will be restricted to the approved areas only, on the Leased Premises.

SECTION 404. RULES AND REGULATIONS. The Lessee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, county, city, local and other governmental authorities, now or hereafter applicable to the Leased Premises or to any adjoining public ways, as to the manner of use or the condition of the Leased Premises and Lessee's Improvements thereon or of adjoining public ways.

Lessee agrees to the following:

- A. Lessee agrees to be open to the public a minimum of one thousand (1,000) hours per year.
- B. Lessee agrees to be open a minimum of two weekdays and one weekend day per week for public access, and, up to 7 days a week within City noise ordinance hours at the discretion of Lessee and weather permitting.
- C. Lessee reserves the right to designate a minimum of two (2) days per week for group rentals and private events.
- D. Lessee agrees that a public access schedule will be posted on the bulletin board at the Premises and any social media outlets, such as Lessee website or Parks & Rec Website.
- E. Lessee agrees to maintain a telephone with a message recorded stating hours of operation and fees.
- F. Lessee agrees to post and maintain "shooting area" signs around the facility boundaries.
- G. Obscene materials will not be permitted on the grounds.

SECTION 405. SIGNAGE. The Lessee agrees that no signs, advertising displays, or exterior decorations shall be painted on or erected in any manner upon the Leased Premises without the prior written approval of the City and receipt of a sign permit, if required, and that such items shall conform to the reasonable standards established by the

City and all applicable ordinances as adopted by the City with respect to wording, type, size, design, color and location. The Lessee shall be allowed to display sponsor signage that is in conformance with the City's sign ordinances which are in effect at the time Lessee applies for the respective sign permit, subject to prior written approval of the City.

ARTICLE V MAINTENANCE OF LEASED PREMISES

SECTION 501. REPAIRS AND MAINTENANCE. The cost of maintenance and repair of the Leased Premises and Lessee's Improvements thereon shall be borne by the Lessee. If, during the term hereof, it shall become necessary to perform maintenance on any part of Leased premises affecting roads, streets or areas affecting other tenants, or the public, Lessee shall first obtain the written consent of City and shall, without cost or expense to City, restore the affected area to the satisfaction of City. During the occupancy of the Leased Premises, the Lessee covenants and agrees without cost or expense to the City during the term hereof:

- A. Good Condition. To keep all improvements in good and safe order and condition, normal wear and tear excepted.
- B. Housekeeping of Premises. To provide for complete, proper and adequate sanitary handling and disposal, away from the Range, of all trash, garbage, and other refuse caused as a result of the Lessee's operation; to provide and use suitable, covered receptacles, for all garbage, trash, and other refuse on or about the Leased Premises; and not to pile boxes, cartons, crates, drums or the like on the outside of any building, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises. Lessee shall contract all rubbish and waste material and maintain shrubbery and landscaping, mow all grass and weeds and maintain a lawn. Lessee shall further ensure the cleaning and maintenance of all leased areas in a neat and orderly fashion as prescribed by the City.

Lessee shall further keep the Leased Premises clean and free from all ashes, dirt and other refuse matter, replace all glass windows and doors; keep all waste and drain pipes open; repair all damage to plumbing and to the Leased Premises in general; keep the same in good order and repair or as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted.

Prior to the beginning of the initial lease period the City shall make all repairs, but only to the extent City has received approval of the necessary appropriations by the Board of Aldermen of City, that may be needed to the mechanical, HVAC, electrical, exterior lights, driveway/road, parking lot, paved surfaces, clay throwing machines, and plumbing systems in servicing the Leased Premises. In the event that any repair is required by

reason of the negligence or abuse of Lessee or its employees, agents, invitees or any other person using the Leased Premises with Lessee's consent, express or implied, the Lessee shall make the repairs, or City may make such repair and add the cost thereof to the first installment of rent which will thereafter become due, unless City shall have actually recovered or has the right to recover such costs through insurance proceeds.

- C. Maintenance of Equipment. Lessee will be responsible for reasonable repair and maintenance of all trap and skeet machines and associated equipment.
- D. Drainage Facilities. To establish a system of periodic inspection, cleaning, and maintenance to keep watercourses, catch basins and other drainage structures functioning at full design capacity. City assistance will be provided on needed improvements, if budget finances are available. The Lessee shall see that special care is taken to pile removed snow in a location that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Leased Premises.
- E. Environmental Responsibilities. The Lessee shall not use, generate, store, treat, dispose of or otherwise introduce into, or on or about the Leased Premises or the Building(s) any Hazardous Substances other than those ordinarily and customarily used or generated in the normal course of skeet and trap shooting, as hereinafter defined, nor shall the Lessee cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous water, hazardous substance, pollutant, contaminant or solid waste and defined in any local, county, federal or state ordinances, and any other applicable laws and in the rules and regulations repulsions thereunder, as may be amended, supplemented or superseded from time to time, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. Upon request, the Lessee shall cooperate with the City in furnishing to a governmental authority any information, at no cost to the Lessee, which may be required regarding environmental matters. The provisions of this paragraph regarding environmental matters shall survive the expiration or sooner termination of this Lease.
- F. Lead shot. Lessee will not be held liable for introduction of lead shot into the range area which occurred prior to the term of this Agreement. Lessee shall be held liable for introduction of lead shot into the range area which occurs during the term of this Agreement.
- G. Other material. Lessee will not be held liable for introduction of any normal material associated with range operations into the range area which occurred prior to the term of this Agreement. Lessee shall be held liable for introduction of any normal material associated with range operations into the range area which occurs during the term of this Agreement.

SECTION 502. UTILITIES. All heat, air conditioning, electricity, water, septic, telephone and other utility charges assessed or imposed upon the Leased Premises shall be the sole responsibility of the Lessee who shall arrange at its sole expense the hook up and provision of same. Lessee shall also be responsible to maintain the entire premises and keep the same in good order, condition and repair, and upon termination of this Agreement will deliver up the said premises to the City in good order, condition and repair, reasonable wear and tear excepted.

The City reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled when necessary, by reason or accident or emergency or for repairs, alterations or improvements that City, including, without limitation, mechanical failure and governmental restrictions. The work of such repairs, alterations or improvements shall be made with reasonable diligence. City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility services to Lessee or for any limitation of supply resulting from governmental orders or directives. Lessee shall claim no diminution or abatement of rent, nor damages, by reason of such interruption, curtailment or suspension, nor shall this lease or any of Lessee's obligations be reduced or affected.

SECTION 503. INGRESS AND EGRESS BY THE CITY. The City and its authorized officers, officials, employees, agents, contractors, subcontractors and other representatives shall have the right or ingress and egress at such times as may be reasonable under the circumstances and with as little interruption of the Lessee's operations as is reasonable during the term hereof for the purposes of examination, inspection, maintenance or repair of the premises as follows:

- A. Examination and Inspection. To examine and inspect such premises to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement.
- B. Maintenance and Repair. To perform maintenance and make repairs in any case where the Lessee is obligated, but has failed to do so, after the City has given the Lessee reasonable notice to do so, in which event the Lessee shall reimburse the City for the reasonable cost thereof promptly upon demand.

ARTICLE VI IMPROVEMENTS TO LEASED PREMISES

SECTION 601. IMPROVEMENTS, ALTERATIONS OR ADDITIONS. Lessee shall have the following rights in regard to making and maintaining leasehold improvements:

The right, at Lessee's sole expense, to erect upon the Leased Premises, such fixtures, additions and improvements, including equipment such as new clay throwing traps not purchased by City, as may be required in connection with the operation of Lessee's use hereunder, as Lessee may deem necessary or desirable, provided, however, that no such fixtures, equipment, additions or improvements shall be made or installed by Lessee without prior written consent of City, and Lessee covenants and agrees prior to the installation or making of such fixtures, additions and improvements, to submit the general

plan, location, design and character thereof to City for approval, which approval by City shall not be unreasonably withheld.

All maintenance projects that will require city funding or assistance will require a written cost estimate including labor and materials, to be provided to the Parks and Recreation Director.

All alterations, additions or improvements made by Lessee shall become the property of the City at the termination of this Lease. If City shall consent to any such proposed alterations, improvements or additions, then Lessee shall make the proposed alteration, improvements or additions, at Lessee's sole cost and expense, provided that:

1. Lessee supplies any necessary permits and certificates of insurance therefore;
2. Lessee shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialmen's lien upon the Leased Premises;
3. The occupants of any adjoining real estate disturbed by reason thereof;
4. Lessee provides City with evidence that each contractor has
 - a. adequate workmen's compensation insurance, and
 - b. limits of at least One Million Dollars (1,000,000.00) General Liability insurance per occurrence and Two Million Dollars aggregate. In addition, the City shall be named as additional insured. Insurance coverage must also cover all equipment and structures on site, whether owned by the Lessee or the City of Harrisonville.

SECTION 602. PLANS AND SPECIFICATIONS. The Lessee shall develop detailed drawings, plans and specifications for all improvements proposed on the Leased Premises. Final plans and specifications for the construction of the improvements shall be subject to the written approval of the City, prior to commencement of construction of said improvements.

SECTION 603. LANDSCAPING AND SCREENING. The Lessee may provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the Leased Premises as a part of the construction. All proposed landscaping plans and screening designs shall be submitted to the City for review.

SECTION 604. CONTRACTOR'S LIABILITY INSURANCE. In any construction contract pertaining to improving, altering, or making additions to the Leased Premises, the Lessee shall require the contractor to cause the City and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City and their respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than One Million Dollars (\$1,000,000.00) as to any one person and One Million Dollars (\$1,000,000.00) as to any one occurrence, and with property damage limits of not less than One Million Dollars (\$1,000,000.00) as to any one occurrence. Said insurance shall be in a form agreeable to the City.

SECTION 605. CERTIFICATES OF COMPLETION. Upon the completion of the improvements to the Leased Premises, the Lessee shall submit to the City, a copy of its

acceptance letter certifying completion, and a certified copy of any certificate or permit, which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by the Lessee.

The Lessee shall deliver to the City, duplicate copies of “as constructed” plans and specifications of its fixed improvements to the Leased Premises within thirty (30) days after the date on which the Lessee has certified completion thereof. The Lessee shall at the same time submit to the City an itemized statement prepared and certified by the architect and engineer for the design and construction of the improvements and certified by an officer of the Lessee, showing the actual cost of such improvements, and shall, if so requested by the City, produce copies of all invoices and other records in connection therewith. Said itemized statement shall, unless disputed in writing by the City within sixty (60) days next following receipt thereof from the Lessee, constitute prima facie evidence of the costs shown therein.

SECTION 606. TITLE TO LEASED PREMISES AND IMPROVEMENTS. Title to the Leased Premises and the improvements thereon shall at all times remain in the City. At the termination of this Agreement, title to the Lessee’s leasehold improvements, excepting personal fixtures and any equipment such as new clay throwing traps not purchased by City, shall vest in the City, free and clear of all liens and encumbrances.

SECTION 607. MECHANIC’S AND MATERIALMEN’S LIENS. The Lessee agrees not to permit any mechanic’s or materialmen’s or any other lien to be foreclosed upon the Leased Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or laborer or material supplier or for any other reason.

SECTION 608. CONSTRUCTION PLANS. Lessee must supply the City with detailed plans of any construction project planned for the range. Said plans must be approved by the City in writing.

SECTION 609. PROOF OF PAYMENT. Upon commencement of work to the range, proof of payment of all invoices must be provided to the City within sixty days of receipt of invoices by Lessee.

SECTION 610. PERFORMANCE AND PAYMENT BONDS. In order to guarantee the completion of all improvements to the Leased Premises undertaken by the Lessee and the payment of all laborers and material suppliers, the Lessee shall ensure that a Performance and Payment Bond or Cash Bond is furnished to the City for work in excess of \$1,000.00 for the full amount of any contract for such work.

SECTION 611. LESSEE’S PROPERTY. Any fixtures, equipment, such as new clay throwing traps not purchased by City, and other property brought, installed or placed by the Lessee in, on or about the Leased Premises shall be and remain the property of the Lessee, except as otherwise provided herein; and the Lessee shall have the right at any time during the term hereof, when not in default hereunder, to remove any or all of its property, subject to the Lessee’s obligation to repair all damage, if any, resulting from such removal.

SECTION 612. DISPOSITION OF THE LESSEE'S PROPERTY. All such fixtures, equipment and other property of the Lessee shall be removed by the Lessee from the Leased Premises by the expiration or earlier termination hereof; provided that the Lessee may leave such fixtures and equipment on the Leased Premises for a period of time after the expiration or earlier termination, if the parties mutually agree.

ARTICLE VII INSURANCE AND INDEMNIFICATION

SECTION 701. LIABILITY INSURANCE. Lessee, at its expense, at all times during the term hereof, shall cause the City and Lessee to be insured on an occurrence basis, under policies no more restrictive than the standard form of comprehensive liability policy, against the claims of any and all persons for personal bodily injury, including wrongful death, and property damage occurring on the Leased Premises and Facilities, or the Range incidental to the operations of the Lessee hereunder in a sum not less than One Million Dollars (\$1,000,000.00) General Liability Insurance per occurrence and Two Million Dollars aggregate. In addition, the City shall be named as additional insured. Insurance coverage must also cover all equipment and structures on site, whether owned by the Lessee or the City of Harrisonville.

Insofar as said insurance provides protection against liability for damages to third party for personal injury, death and property damage, the City shall be included as named insured (as stated); provided, however, such liability insurance coverage shall also extend to damage, destruction and injury caused by, or resulting from work, acts, operations or omissions of Lessee, its officers, agents, employees and independent contractors on the Range. The City of Harrisonville shall have no liability for any premiums charged for such coverage, and the inclusion of the City as a named insured is not intended to, and shall not make the City a partner or joint venture with Lessee in its operation on the Range.

All policies of insurance herein shall be in a form and in 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 (30) days advance written notice to the City.

Lessee and the City understand and agree that the minimum limits of the insurance herein required may become inadequate, and Lessee agrees that it will increase such minimum limits upon receipt of notice in writing from the City. Such notices to change shall, in general, be issued with no more frequency than every second year of the term hereof; however, the City may, at any time, direct an increase in the minimum limits of the insurance requirements at any time during the term hereof.

Lessee agrees to indemnify, hold harmless and defend the City, its officers, elected and appointed officials, employees, agents, and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting from, or in any way connected with, Lessee's performance of this Agreement, the operations of Lessee, its

agents, employees, or subcontractors, or the failure of Lessee to comply with the provisions and requirements of all applicable permits, licenses, laws, or regulations.

SECTION 702. PROPERTY INSURANCE. City shall maintain throughout the term of the Agreement, property insurance to the buildings and other improvements on the premises, including all subsequent alterations, rebuilding, replacements, changes and additions thereto, by reason of fire, wind, smoke, vandalism, malicious mischief, riot, civil commotion and all other hazards and risks included within so-called extended coverage endorsements. The insurance shall be issued in an aggregate amount, which shall not be less than full replacement value, exclusive of paved surfaces, excavations, basements and foundations, of the leased premises. Lessee shall retain property insurance for Lessee's property (building content) and liability insurance. Lessee's insurance policy shall be in such form and content as is reasonably acceptable to the City. The original of each policy or policies, together with copies of receipts evidencing advance payment of the premiums shall be delivered by the Lessee to the City.

SECTION 703. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage required of Lessee in this Article, shall be delivered to the Parks & Recreation Director in form and content satisfactory to the City prior to commencement of this Agreement.

At least thirty (30) days prior to the expiration of any such policy, Lessee shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced, Lessee shall within five (5) days after the date of such written notice from the insurer of such cancellation or reduction on coverage, file with the Parks & Recreation Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

SECTION 704. CONDITIONS OF DEFAULT. If at any time Lessee shall fail to maintain the insurance as required herein, this will be considered a material breach of contract and Lessee will be required to surrender the premise immediately.

SECTION 705. SUBROGATION. City and Lessee hereby mutually waive all right of subrogation against each other from any loss to the premise, the buildings or the facilities thereon or property therein or affixed thereto from perils which can be insured against under the standard form of fire insurance contract with extended coverage endorsement generally available in the State of Missouri at the time, whether or not the party incurring the loss has actually obtained such insurance, unless this clause would result in a loss of Lessee's or City's insurance coverage in which case, this clause shall be of no force and effect. However, the provisions of the insurance stipulations contained in the paragraph above shall always be in effect with regard to any subrogation claim(s).

ARTICLE VIII

EQUAL EMPLOYMENT/AFFIRMATIVE ACTION/NON-DISCRIMINATION

SECTION 801. EQUAL EMPLOYMENT OPPORTUNITY. The City of Harrisonville and Lessee will not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or group of persons in any manner.

SECTION 802. NON-DISCRIMINATION. Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person, on the grounds of race, color, sex or national origin, shall be excluded from participation or denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, (2) in the construction of any improvements on, over or under the premises and the furnishing of services thereon, no person shall, on the grounds of race, color, sex or national origin, be excluded from participation therein, denied the benefits thereof or be otherwise subjected to discrimination, (3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Lessee further agrees to furnish all services required by this Agreement on a fair, equal and not unjustly discriminatory basis to all users thereof.

The parties hereto understand and agree that the City may, from time to time, be required by the United States Government or its agencies to adopt additional or amended provisions, including discrimination provisions, concerning the use and operation of the Range and Lessee agrees that it does adopt such requirements as a part of this Agreement.

In the event of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and the facilities thereon, and to hold the same as if said Agreement had never been issued.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Subletting will not be permitted without written approval by City.

ARTICLE X TERMINATION OF AGREEMENT

SECTION 1001. CITY'S RIGHT TO TERMINATE. The City, acting by and through its Park Board Chairman, may declare this Agreement terminated in its entirety, in the manner provided in hereon, upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry, with or without process of law, upon the Leased Premises leased hereby:

- A. Nonpayment. If Lessee fails to pay any installment of rent, additional rents, or any other sum due under this Agreement and the failure continues for a period of thirty (30) days from the billing or due date relative to such payment.

- B. Default. If Lessee fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not attempt to cure the failure within fifteen (15) days after written notice of the failure to Lessee.
- C. Bankruptcy. If Lessee makes an assignment for the benefit of creditors or if Lessee files an answer admitting the material allegations of a petition filed against any said assignee or sub lessees in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating the Lessee as bankrupt or insolvent, or approving a petition seeking a reorganization of Agreement, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.
- D. Abandonment. If Lessee deserts or vacates any substantial portion of the Leased Premises for a period of fifteen (15) or more days or removes or manifests an intention to remove any substantial portion of Lessee's goods or property therefrom, other than in the ordinary and usual course of Lessee's business, unless Lessee obtains prior approval from the City.

On the date set forth in the notice of termination the term of this Agreement and all right, title and interest of the Lessee shall expire, except as otherwise provided herein. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of rentals by the City from the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the part of the City to terminate this Agreement for failure by the Lessee to so perform, keep or observe any of said terms, covenants or conditions.

SECTION 1002. LESSEE'S RIGHT TO TERMINATE. Lessee, at its option, may declare this Agreement terminated in its entirety, for the following cause:

- A. Default. If the City shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City.

SECTION 1003. WAIVER OF DEFAULT. No waiver by either party of any default or violation or breach of any of the terms, provisions or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default. City's acceptance of rent following an event of default under this Lease shall not be construed as City's waiver of default.

SECTION 1004. SURRENDER OF PREMISES. Nothing done by City or its agents during the Lease term shall be deemed an acceptance of a surrender of the Leased Premises, and no

agreement to accept a surrender of the Leased Premises shall be valid unless in writing and subscribed by City.

ARTICLE XI RESERVATIONS

SECTION 1101. RESERVATIONS. The grant of the Lease hereunder is subject to the following reservations and conditions.

- A. The City reserves exclusive rights to all gas, oil and minerals in and under the soil provided that exploitation of such gas, oil or minerals by the City shall not unreasonably or materially interfere with the Lessee's use of the Leased Premises, and provided further that such reservation of rights shall not result in cost or expense to the Lessee.
- B. The City reserves the right to grant utility rights-of-way to itself and others over, under, through, across or on the Leased Premises provided that such use will not unreasonably or materially interfere with the Lessee's use of the Leased Premises, and provided further, that such reservation or grant of rights shall not result in cost or expenses to the Lessee.

SECTION 1102. ACCESS. Subject to Article V hereof, the Lessee has the right of free access, ingress to and egress from the Leased Premises, for the Lessee's employees, agents, guests, patrons and invitees.

ARTICLE XII ADDITIONAL PROVISIONS

SECTION 1201. QUIET ENJOYMENT. Subject to the provisions hereof, the City covenants that on performing its covenants and other obligations hereunder, Lessee shall have quiet and peaceable possession of the Leased Premises and Facilities.

SECTION 1202. NO PERSONAL LIABILITY. No council member, director, Park Board Member, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

SECTION 1203. GOVERNING LAW. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri.

SECTION 1204. AMENDMENTS. This Agreement may be amended from time to time by written, duly authorized and executed by representatives of all of the parties hereto.

SECTION 1205. INVALID PROVISIONS. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or

provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

SECTION 1206. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

SECTION 1207. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. No verbal statement, representation or agreement made by any one or more City or its representatives, its officers, elected or appointed officials, employees, servants, agents or any other representatives of City before or after the execution hereof shall be binding upon City. All improvements must be approved by the Parks and Recreation Director under the authority of the Park Board.

SECTION 1208. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

SECTION 1209. TITLE TO SITE. The Leased Premises and Facilities from the date hereof until the termination of this Agreement shall be owned in fee simple by the City or in such lesser estate as in the opinion of the City Attorney is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

SECTION 1210. NOTICES. Except as herein otherwise expressly provided, all notices required to be given to the City of Harrisonville or the Lessee hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the proper business address of both parties.

All notices, demands and requests by the City of Harrisonville to Lessee, or the Lessee to the City of Harrisonville shall be sent by certified mail, return receipt requested, to the proper business address of both parties.

The parties, or either of them, may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Lessee or to the City. **The address for the City is: Harrisonville Parks & Recreation Department. PO Box 367 Harrisonville, MO 64701. The address for the Lessee is: Sporting Supply "All Season Productions LLC" 1700 W. Mechanic St. Harrisonville, MO 64701.**

SECTION 1212. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations of statement heretofore made, verbal or written, are merged herein and this

Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Exhibit A.

Definition of the grounds included in the lease (Picture below). This section identifies the grounds referenced as part of this lease agreement.



Exhibit B.

Condition of the range prior to Lessee taking over operations. The City of Harrisonville Parks and Recreation Department will turn over operation of the range in "Good Condition" as describe in Section 501 of this contract. City shall warranty mechanical systems for 90 days from execution of this agreement.

1. There are two Skeet/Trap machines on site in operation condition. Each range has operational electronic skeet and trap releases (triggers).
2. All plumbing including septic system and rest room fixtures are in Good Condition
3. All exterior lights for parking lot, club house, and ranges are operational and in Good Condition.
4. All HVAC systems are operational and in Good Condition.
5. Existing water run off meets the conditions of this agreement.
6. All paved areas are in good condition and are safe for use by public
7. All structures are in Good Condition and are safe for use by public and roof systems free from leaks.
8. Parking lots, roads, and driveways have are in Good Condition and not in need of any repair or resurfacing.
9. Trash hauled off grounds.

All equipment and materials present at the range when this contract is executed will be available for operation and maintenance of the range at no cost to the Lessee. This includes any parts for machines, lumber, hardware, lights, targets, TV's etc..

Exhibit C.

Right to Audit process under this agreement shall include the following processes for review, notice of noncompliance, dispute, and correction.

The Lessee agrees to provide the Director of Parks and Recreation a monthly report within 7 business days of the last calendar of each month. This report will provide a monthly account for number of rounds (combined Trap & Skeet) by customer category. Below is a sample report that meets the minimum requirements for this report under this agreement.

A report may be developed by the Lessee that is agreed upon by the Parks & Recreation Director. The report will also include the 10% of profit (minimum) to be paid to the City. See Example below:

2015 YTD Summary Report							
		Rounds					Total
		Adults		Youth		School	
Date	Customers	Card	Regular	Card	Regular	Team	
Apr-2015	4	25	3	8	1	11	48
May-2015	4	20	3	3	0	3	29
Total	4	45	6	11	1	14	77

Any dispute by the City regarding the audit reporting should be made in writing to the Lessee. The Lessee will be give 30 days from receipt of the notice to respond.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

Approved as to form and legality.

CITY OF HARRISONVILLE

Lessee (Business Owner name)

Parks & Recreation Director

President

City Administrator

City Clerk

ATTEST: (SEAL)

Attachment: Trap Skeet Lease Agreement - 2016 Final Draft (2109 : New Trap & Skeet Lease Agreement - 2016)



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: January 27, 2016
SUBJECT: AN ORDINANCE TO AMEND CHAPTER 700, SECTIONS 700.230 OF THE UTILITIES ORDINANCE

Type of Item: *Approval*

The attached draft ordinance would allow industries to use well water on parcels of land located outside of Harrisonville's water service area.

Council Bill No. 016**Ordinance No.****AN ORDINANCE TO AMEND CHAPTER 700, SECTIONS 700.230 OF THE UTILITIES ORDINANCE REGARDING THE USE OF WELL WATER IN THE CITY OF HARRISONVILLE, MISSOURI.**

WHEREAS the City of Harrisonville Board of Aldermen, after careful and due deliberation, concludes that amending the Utilities Regulations as set forth below would be in the best interest of the City.

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

Section 1: That Section 700.230 of the Utilities Ordinance (Use of Well Water) of the City of Harrisonville, Missouri shall be amended by adding subsection 5 as follows:

“5. On parcels of land located outside of Harrisonville’s water service area and used for industrial production purposes.”

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3: Effective Date. That this order shall become effective immediately upon its passage and approval.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2016 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON

**THE 1ST DAY OF FEBRUARY 2016 AND PASSED BY THE BOARD OF ALDERMEN
THIS 1ST DAY OF FEBRUARY 2016.**

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 1st day of February 2016.