



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 5, 2017
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - May 15, 2017 7:00 PM**
 - B. Board of Aldermen Executive Session, May 1, 2017**
- 6. Agenda Items**
 - A. Special Event Permit: Rocked World 2017**
 - B. Special Event Permit: Life Issues 5K**
 - C. Final Decision re: July 3 Meeting**
 - D. Nuisance Abatement Contract**
 - E. Council Bill 030: A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, Authorizing the City Administrator to Sign the Attached Tow Policy Agreement with Johnson's Tow and Such Other Tow Companies as are Willing to meet the Requirements of the Agreement.**
 - F. Council Bill 033: A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri Approving the Fireworks Display in City Park on July 4, 2017**
 - G. Council Bill 034: A Resolution of the City of Harrisonville, Missouri acknowledging and supporting an ACT Certified Work Ready Community Employer Participation Letter**

- H. Council Bill 035: A resolution authorizing the City Administrator to enter into an agreement with Advanced Asphalt Paving & Concrete, LLC for asphalt overlay in the amount of \$134,768.64
 - I. Council Bill 036: A resolution authorizing the City Administrator to enter into an agreement with Vance Brothers INC. for pavement sealing in an amount not to exceed \$145,000
 - J. Council Bill 037: An Ordinance to Amend Chapter 435, Sign Regulations, of the Code of Ordinances of the City of Harrisonville, Missouri; and Revise Section 435.120: Temporary Signs Concerning Election Signs within the City of Harrisonville, Missouri
- 7. Aldermen and Committee Reports
 - 8. Report from the City Administrator
 - A. City Admin Report 6/5/2017
 - 9. Report from the Mayor
 - 10. Adjourn From Regular Session

Posted on City Hall Bulletin Board this 1st day of June 2017

Randall K. Jones, City Clerk

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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 15, 2017
7:00 PM

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

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
Josh Stafford	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Absent	
Brian Hasek	Harrisonville	Mayor	Present	

Also in attendance: City Attorney John Farfield, City Administrator Happy Welch, Finance Director Marcella McCoy, EMS Director Eric Myler, Deputy City Clerk Sheryl Stanley, Public Works Director Eric Patterson, Police Chief John Hofer, City Clerk Randall Jones Recording. Meeting called to order by Mayor Hasek at 7:00 p.m.

3. **Ceremonial Matters**

- A. **EMS Week, May 21 - 27, 2017**

Mayor Hasek presented proclamation in observance of EMS Week.

4. **Public Participation**

Steve Tiedeman, 1710 Ann Avenue, requesting that American Legion Car Show that was previously approved but rained out, be rescheduled for Sunday, May 21, 2017. Since this was already approved by Board, it can be approved for change by Administrator.

5. **Approval of Minutes**

A. Board of Aldermen - Regular Meeting - May 1, 2017 7:00 PM

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

B. Executive Committee Minutes May 1, 2017

Moved to June 5, 2017 meeting for additional information.

6. Agenda Items**A. Special Event Permit: HMS Physical Education Dept.-5K Walk/Run Event**

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

B. Special Event Permit: Memorial Day Ceremony

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

C. Special Event Permit: Junk in the Trunk - 2017

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

D. Special Event Permit: Farmer's Market 2017

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

E. Appointments to Historic Preservation Commission

*Moved by Alderman Dickerson and second by Alderman Long to re-appoint Nancy Linthicum, Dr. Ed Long and David Atkinson to Historical Preservation Commission.
 Motion carried with a voice vote.*

Minutes Acceptance: Minutes of May 15, 2017 7:00 PM (Approval of Minutes)

F. Appointments to Park Board

Moved by Alderman Turner and second by Alderman Long to re-appoint Don Allen and Dr. Martin Parks to Park Board. Motion carried with a voice vote.

G. Kiwanis Dues Approval

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

H. A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri, Authorizing the City Administrator to Sign the Attached Tow Policy Agreement with Johnson's Tow and Such Other Tow Companies as are Willing to meet the Requirements of the Agreement.

RESULT: WITHDRAWN

I. A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for a 2017 Ford F250 Pickup Truck for the Water & Sewer Distribution Department with Max Ford, Harrisonville, in an Amount not to exceed \$31,689.28

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

J. AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.820, BY AMENDING THE CURRENT TAP ON FEE FOR MUNICIPAL RESIDENTIAL ELECTRIC SERVICE.

First reading with motion to waive the rules with roll call vote with all aldermen voting aye with the exception of Alderman Bockelman who was absent. Then followed second reading in which all aldermen voted aye with the exception of Alderman Bockelman who was absent, Mayor Hasek designated Council Bill # 32 as Ordinance #3405 after passage.

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

7. Aldermen and Committee Reports

Alderman Bowman extended a thank you to Eric Patterson and the Street Department for fixing a street light. Extended congratulations to Harrisonville High School graduates and spoke on the Senior Mania event.

Alderman Reece spoke on first time to attend Senior Mania and what a great project this is.

Alderman Milner spoke on the HHS Senior Parade that toured all the district's facilities.

Alderman Long said that Senior Mania was a great thing and that he enjoyed it when he graduated.

8. Report from the City Administrator

Presented update to Mayor and Aldermen.

A. City Admin Report 5/15

9. Report from the Mayor

Mayor Hasek spoke about power outage last Saturday. He attended Senior Mania and said it was a great event to be involved with. Junk in the Trunk started last weekend. There were 362 vehicles that dropped off trash for City-wide clean up last weekend. Mayor Hasek invited all to attend the State Audit Report on Wednesday, May 24, 2017 at 5:00 p.m. at the Harrisonville Community Center.

10. Adjourn From Regular Session

Motion to adjourn by Alderman Dickerson and second by Alderman Milner. Motion carried with a voice vote. Meeting adjourned at 7:26 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of May 15, 2017 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 16, 2017
SUBJECT: Rocked World 2017

Type of Item: *Approval*

Issue: The applicant, Robin Hasenyager, of Rocked World/Heart of Life-The Vault has requested permission to host an event of the historic Harrisonville square on Friday July 14, 2017 and Saturday July 15, 2017 from 4:00 pm until 10:00 pm.

Background: This is a new event to the Harrisonville square however several similar events have taken place on the square without incident. The applicant would like Pearl Street closed to vehicular traffic between Lexington Street and Independence Street. The Vault is owned and operated by Heart of Life Church and operates out of the old County Club Bank building. The applicant is anticipating a crowd size of approximately 300 for the event and will be hosting a walking drama event for teens.

Recommendation: Similar event held previously did not receive any complaints or concerns so staff is recommending approval for this event.

Attached:

Special Event Permit

Request Letter

A. Action Item (ID # 2519)

Special Event Permit: Rocked World 2017

Attachments:

Rocked World - SEP 2017 (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.

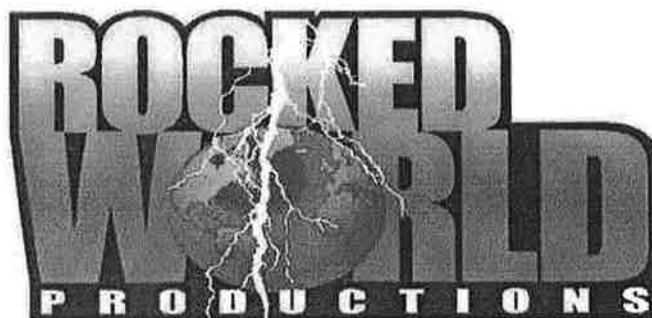
1. Organization: Rocked World/Heart of Life - The Vault
2. Name of Applicant: Rohin Hasenyager
 Address: 25315 S. State Rt. K - Hville Mo 64701
 Phone: 816-869-3240 Cell: 816-258-3490
3. Purpose of Event: Walking drama event for teens.
4. Proposed date(s) and time(s) of Event: July 14th - 5:00-10:00
July-15th 5:00-10:00
5. Location(s) where event will be held: In different buildings around the square.
6. Anticipated crowd size: 300
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: Request Pearl street to be closed from Lexington to Independence. Lexington + Independence streets would remain open.
Please refer to accompanying letter

APPROVED this _____ day of _____, 20 _____.

Chief of Police

City Clerk

Attachment: Rocked World - SEP 2017 (2519 : Rocked World 2017)



The event proposed for July 14th and 15th is a "walk thru" drama followed up with fun attractions geared towards junior and senior high students. The drama portion will consist of scenes set up in different buildings around the square. Tour groups of 10-20 will be led from scene to scene by a tour guide. There will also be 2 other adults in each group to maintain control. This is very structured. After the last scene, the guests will then be released to enjoy the other attractions. A new tour will begin every 15-20 minutes throughout the evening. Other attractions could include inflatables, food, video games, music, etc. We have not made a final decision on what that will be.

We are requesting to have Pearl Street blocked from Lexington to Independence each evening from 4-10 without blocking the flow of traffic on Lexington or Independence. We would set up our attractions on Pearl Street.

We will have between 20 and 40 people (depending on the number of reservations we get) posted around the square to monitor the event and assist with street crossing etc.

We will do the cleanup ourselves and not expect city employees to do this.

In the past we have had approximately 300 in attendance plus staff. Not all will be in attendance at the same time as they schedule their tours throughout the evening.

If you have any other questions, I can be reached at 816-258-3490.

Sincerely,

Robin Hasenyager

Rocked World Productions



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 16, 2017
SUBJECT: Life Issues 5K

Type of Item: *Approval*

Issue: Heartland Baptist Fellowship 4.4 mile Walk event scheduled for September 1, 2017 from 7 pm to 9 pm.

Background: The applicant, Steve Fleshman, founder and pastor to Life Issues Ministry, is requesting approval of a event permit to host a 4.4 mile walk in Harrisonville. This is the fifth year for this event with no noted complaints or concerns in year's past. The requested event is scheduled as a fundraiser for the Life Issues Addiction Recovery Ministry a ministry of the Heartland Baptist Fellowship. There is no assistance requested however, we will try to have an on-duty, depending on availability, patrol unit or the VIPS lead the walkers during the event. The applicant has secured volunteers to monitor and block key intersections as needed for the event.

There is no cost for the City services and the required insurance coverage for the event will be submitted to the City if approved. The applicant anticipates about 100 walkers participating in the event as well as 50 supporters.

This application will cover the use of the City of Harrisonville roads and the use of any State or County roads will need to be granted by the respective governing body.

Recommendation: With no noted complaints or concerns associated with last year's event staff recommends approval for this event as long as all state laws and city ordinances are followed.

B. Action Item (ID # 2518)

Special Event Permit: Life Issues 5K

Attachments:

Life Issues 5K (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:** Life Issues (a ministry of Heartland Baptist Fellowship)
2. **Name of Applicant:** Steve Fleshman Founder and Pastor of Life Issues
Address: 21203 E. 283rd. St. Harrisonville MO 64701
Phone: (816)380-3033 **Cell:** (816)896-5621
3. **Purpose of Event:** Recovery Walk - A fundraiser for the Life Issues Addiction Recovery Program
4. **Proposed date(s) and time(s) of Event:** Friday September 1st, 2017 7PM until 9PM
5. **Location(s) where event will be held:** It is a 4.4 mile walk from the Cass County Justice Center to Heartland Baptist Fellowship. The route is (from the Justice Center) 255th St, to S. Brickplant Rd, to East 275th St, to SW Outer Rd, to 283rd St, to Heartland Baptist Fellowship.
6. **Anticipated crowd size:** 100 walkers on the route above, 50 supporters at Heartland Baptist
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:** This is the 5th annual Walk and fundraiser for the Life Issues Addiction Recovery Program. We appreciate your past support and look forward to another successful event.

APPROVED this _____ day of _____, 20____.

Chief of Police

City Clerk

Attachment: Life Issues 5K (2518 : Life Issues 5K)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 16, 2017
SUBJECT: July 3 Meeting Resched

Type of Item: *Approval*

The July 4th Holiday is on Tuesday this year and our first meeting in July is scheduled for Monday, July 3.

Here are the options for the July 3 meeting:

1. Reschedule to July 5 or 6, Wednesday or Thursday
2. Reschedule to July 10, the next Monday
3. Cancel and conduct only 1 meeting in July

There may be other options and those can be discussed.

C. Action Item (ID # 2517)

Final Decision re: July 3 Meeting



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 22, 2017
SUBJECT: Nuisance Abatement Contract

Type of Item: *Bid*

We advertised for grass cutting/junk abatement contractors and have selected the following company based on low bid:

Excalibur Contracting.

We have reviewed their equipment list and find it adequate and they have a city license. A W-9 and Certificate of Insurance will be submitted if approved.

I recommend we approve Excalibur Contracting to provide the requested services.

D. Action Item (ID # 2527)

Nuisance Abatement Contract

Attachments:

Weed Bids (PDF)

CONTRACT PROPOSAL 2017-2018 (PDF)

May 25, 2017

CITY OF HARRISONVILLE
BID TABULATION

Subject: Abatement

DATE: 5-25-17

TIME: 2:40 pm

DEPT: Admin

Budget Amount \$
Anticipated Trade-in - \$
Net Budget Amt. \$
Acct. No.

CONTRACTOR

TOTAL BID NOTES, ALTERATIONS, BREAKDOWN, BID BONDS, ETC.

Excelibur Contracting

\$ 28.50 per hour - all services

Endless Lawn
Landscape

\$ 30⁰⁰ per hour + Dump Fee
(100⁰⁰ hr - skid loader)

City Clerk: *[Signature]*

Date: 5-25-17

CONTRACTORS PROPOSAL

COMPANY NAME: Excalibur Contracting
 ADDRESS: 2501 SE outer Rd Harrisonville, Missouri
 CONTACT PERSON: Mike Johnson
 PHONE: 816 738 4031

Please indicate the hourly price required by you to fulfill the provisions as stated earlier.

1. Noxious weeds and high grass violations (mowing, trimming, etc.)

MOWING RATE PER MAN HOUR: 28.50

2. Abating refuse violations (trash, etc.)

TRASH HOURLY RATE PER MAN HOUR PLUS LANDFILL FEE: 28.50

APPLIANCE/FURNITURE MAN HOUR PLUS LANDFILL FEE: 28.50

OF EMPLOYEES: 9

INSURANCE: Farmers Insurance-

EQUIPMENT TO BE USED:

BRAND	DESCRIPTION	SIZE	# OF UNITS
* More equipment available upon request			
Toro	GM 4000	11 ft.	1
John Deere	Z950A	72"	2
Bobcat	T590		1
2015 Ford	F350		1
Toro	Grandstand	52"	1

NOTICE: All bid proposals are due in the Building Department office by 2:00 P.M. CDT on Thursday, May 25, 2017, at which time will be publicly opened and read aloud. All bids are to be submitted in a sealed envelope marked "Abatement Bid".



ABATEMENT BID

19807 E 181ST STREET
PLEASANT HILL, MO 64080
(816) 572-1955

Customer #: 1017

Sold To:
CITY OF HARRISONVILLE
ATTN:
0

INVOICE NUMBER	1020
INVOICE DATE	May 24, 2017
CUSTOMER P.O. NUMBER	ABATEMENT BID
TERMS	
SALES REP ID	
SHIPPED VIA	

☐ Use Same As Sold To Address

Ship To:

Sales Tax Rate: 0.000 %

QUANTITY	Item #	DESCRIPTION	UNIT PRICE	AMOUNT
0	RATES	MOWING RATES	\$ -	\$ -
0	5052	30.00 AN HOUR PER MOWER	\$ -	\$ -
0	5053	50.00 AN HOUR FOR TRACTOR WITH BRUSHHOG	\$ -	\$ -
0	5054	100.00 AN HOUR FOR SKID LOADER	\$ -	\$ -
0	RATES-ABATE	ABATEMENT RATES	\$ -	\$ -
0	5055	30.00 AN HOUR FOR CLEANUP PER PERSON PLUS DUMP FEE AND ANY HAZARDOUS WASTE	\$ -	\$ -
SUBTOTAL			\$	-
DISCOUNT				
TAX			\$	-
TOTAL			\$	-
				PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
DUSTIN KIRCH
(816) 572-1955
email: ENDLESSLAWN@YAHOO.COM

MAKE ALL CHECKS PAYABLE TO:
ENDLESS LAWN & LANDSCAPE LLC
Attn: Accounts Receivable
19807 E 181ST STREET
PLEASANT HILL, MO 64080

THANK YOU FOR YOUR BUSINESS!

Attachment: Weed Bids (2527 : Nuisance Abatement Contract)

**CONTRACT PROPOSAL
ABATEMENT OF HEALTH AND ENVIRONMENTAL VIOLATIONS
2017-2018**

The City of Harrisonville Building Department is accepting proposals from private contractors for mowing and abating weed and trash violations.

CONTRACTOR

1. The contractor shall pick up and properly dispose of trash, debris, limbs, etc. before mowing.
2. The contractor shall be responsible for furnishing all equipment, fuel, and labor to perform the contract requirements.
3. The contractor shall perform all work in a safe manner, maintain equipment in a safe condition, shall not endanger individuals property, or damage plant material, trees, shrubs, etc.
4. The contractor shall trim as close to plants, trees, borders, etc., as possible without damaging these objects.
5. The contract shall provide a time frame to complete the assigned/requested services.

CONTRACT PROVISIONS

1. The contract will be in effect from the date of approval and acceptance by the City, for a period of one (1) year, for 3 consecutive years. The City reserves the option to extend the contract for three (3) additional single years if the costs remain the same.
2. Payment will be made within four (4) weeks, for the month previous if all conditions are fulfilled, provided the billing is received on, or by the first of the month.
3. The contractor will be an independent contractor and is not considered as an agent or employee of the City when performing services outlined in this agreement.
4. Upon acceptance, signature and dating, this proposal packet becomes the contract for both parties.
5. The contractor shall indemnify the City against any and all claims which may arise as a result of this contract in accordance with the following requirements.

The contractor shall expressly bind himself to indemnify and save harmless the City, and all of its representatives, agents, and employees from the following:

- a. Suits or actions of every kind and description when such suits or actions arise from acts, his servants or his agents, including subcontractors.
- b. Injury or damages received or sustained by any party because of the acts, omissions, or negligence of the contractor, his servants or his agents, including subcontractors.

- c. Claims or amounts recovered for royalty or infringement of patent, trademark or copyright.
- 6. The contractor shall secure, maintain, and place on file a Certificate of Insurance with the Codes Administration Department of such type that will ensure and indemnify the City against any claims from any residents or property owners. This shall include, and not be limited to damages to personal vehicles, equipment, personal property, real estate or any other property that might be subject to damage due to the execution of this contract.

A duplicate original of each policy shall be furnished showing the specific coverage and limits as stipulated below:

Automobile Liability: This insurance shall be written in comprehensive form and shall protect the contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired by him.

The liability limits shall not be less than the following:

Bodily Injury	\$500,000.00 each person
Bodily Injury	\$500,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence

General Liability: This insurance shall be written in comprehensive form and shall protect the contractor against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the contractor; and in addition, this policy shall specifically provide contractor's protective liability insurance and contractual liability insurance covering the obligations stipulated in Section 6.

The liability limits shall not be less than the following:

Personal Injury	\$1,000,000.00 each person
Personal Injury	\$1,000,000.00 each occurrence
Property Damage	\$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 aggregate

Insurance policies filed with the City shall state that thirty (30) calendar days written notice will be given to the City and to the Surety before any policy covered thereby is changed or canceled.

Contractor must also show proof of Worker's Compensation insurance with the state mandated minimums.

CONTRACTORS PROPOSAL

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

Please indicate the hourly price required by you to fulfill the provisions as stated earlier.

1. Noxious weeds and high grass violations (mowing, trimming, etc.)

MOWING RATE PER MAN HOUR: _____

2. Abating refuse violations (trash, etc.)

TRASH HOURLY RATE PER MAN HOUR PLUS LANDFILL FEE: _____

APPLIANCE/FURNITURE MAN HOUR PLUS LANDFILL FEE: _____

OF EMPLOYEES: _____

INSURANCE: _____

EQUIPMENT TO BE USED:

BRAND	DESCRIPTION	SIZE	# OF UNITS

NOTICE: All bid proposals are due in the Building Department office by 2:00 P.M. CDT on Thursday, May 4, 2017, at which time will be publicly opened and read aloud. All bids are to be submitted in a sealed envelope marked "Abatement Bid".



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 30, 2017
SUBJECT: Non-Preference Tow Agreement

Type of Item: Agreement

This ordinance was withdrawn pending revision by the city attorney. This is the completed version with attachments. Below is Chief Hofer's explanation of the need for the contract. You are approving the new contract language with Johnson's Tow.

Issue: The City of Harrisonville bi-annual tow agreement expired earlier this year.

Background: From 2002 through 2010 the City governed non-preference and police ordered tows through a contract with either Miller Tow or Johnson Tow. In 2011 the City adopted a Tow Policy Agreement which included a tow rotation for all companies that had signed the agreement. The previous tow policy agreement ended earlier this year and produced the normal amount of concerns for City staff. Some of the concerns noted were complaints from a tow company about getting their share of the calls and not responding within the allotted time per the agreement. Most of these concerns have improved greatly over the past agreement period but are still occasionally noticed.

The proposed agreement has been reviewed and modified by both City Attorney John Fairfield, and the City Administrator Happy Welch. A copy of the most recent Tow Policy Agreement is attached for your review. We are proposing no changes to the tow policy agreement fees for the agreement period.

Miller Tow and Johnson's Tow participated in the previous agreement and recently J's Southland Towing inquired about being added to the tow policy agreement. All three companies were forwarded a copy of the most recent tow policy agreement and asked to submit their signed agreement prior to the close of business on May 8, 2017. To date I have received signed agreements from Johnson Tow and J's Southland Tow. The proposed tow lot that J's Southland Tow was going to use is not zoned properly according to the Cass Counting Zoning Department so they have been contacted to either get the zoning changed or provide another tow lot.

Recommendation: Staff recommends approval of this agreement and the signed agreement with Johnson's Tow. Should Miller Tow or J's Southland Tow submit an agreement that meets the requirements of the tow policy agreement they will be added to the rotation without going before the Board of Alderman.

Council Bill No. 030

Resolution No.

**A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri,
Authorizing the City Administrator to Sign the Attached Tow Policy Agreement
with Johnson's Tow and Such Other Tow Companies as are Willing to meet the
Requirements of the Agreement.**

WHEREAS, the City of Harrisonville has determined that Johnson's Tow is competent to perform service for the City of Harrisonville; and

WHEREAS, Johnson's Tow 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 sign the attached tow agreement with Johnson's Tow for non-preferential tow service when summoned by the Harrisonville Police Department.

Section 2: That the City Administrator is hereby authorized and directed to sign agreements with other tow companies who agree to meet the requirements of the agreement.

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the mayor of the City of Harrisonville, Missouri this 5th day of June, 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of June, 2017

CITY OF HARRISONVILLE, MISSOURI AGREEMENT FOR TOW SERVICES

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THIS AGREEMENT is effective the ____ day of _____, 2017 (the “**Effective Date**”), between the **City of Harrisonville, Missouri**, a municipal corporation of the State of Missouri, (hereinafter “**City**”) acting through its duly authorized City Administrator, and the Tow Company (hereinafter “**Contractor**”) described in the **Addendums**.

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

1. Definitions:

1.1. “Police-Ordered Tow”

- is defined as being those tows, as ordered by the Harrisonville Police Department for:

- 1.1.1. Vehicles involved in traffic crashes;
- 1.1.2. Abandoned vehicles on roadways;
- 1.1.3. Disabled vehicles;
- 1.1.4. Abandoned or unclaimed vehicles on private property;
- 1.1.5. Vehicles seized or impounded as evidence;
- 1.1.6. Recovered stolen vehicles;
- 1.1.7. Vehicles involved in crimes;
- 1.1.8. Vehicles relocated during a City emergency; and
- 1.1.9. Other vehicles as requested by the Police Department.

1.2. “Storage Fee”

- is defined as being a fee charged for the storage of a vehicle on the approved lot of the **Contractor** per each calendar day. For the purposes of administration, the first day’s storage will be assessed at 12:01 A.M. of the day following the tow and at 12:01 A.M. on each day thereafter and the storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If any vehicles towed at the direction of the Police Department remain in **Contractor’s** storage facility at the end of the term of this Agreement the **Contractor** shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of **Contractor**.

1.3. “Evidence Storage Fee”

- is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the **Contractor** per each 30 days. For the purposes of

administration, the first month's storage will be assessed at 12:01 A.M. of the day following the tow and continued for thirty (30) calendar days.

1.4. "Tow Charge"

- shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking door, freeing the steering column, disconnecting the driveline, winching onto truck, dollying and mileage charges. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, as determined by the Police Department, **Contractor** will cancel all charges to the vehicle owner at the request of the Police Department.

2. Basic Services and Performance Standard.

2.1. Agreement and Services.

The **Contractor** listed above agrees at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this **Agreement** and **City's** written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "**Services**":

2.1.1. Labor, Equipment, Materials, and Supplies.

Provide, perform, and complete, in the manner specified and described in this **Agreement**, all necessary work, labor, services, transportation, mileage, equipment, materials, supplies, information, data, and other means and items necessary for police-directed towing services in and around Harrisonville, Missouri ("**Services Site**");

2.1.2. Permits.

Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the **Services**;

2.1.3. Quality.

Provide, perform, and complete all of the foregoing in a proper and work manlike manner, consistent with highest standards of professional towing practices, in full compliance with, and as required by or pursuant, to this **Agreement**, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

2.2. Performance Standards.

If this **Agreement** is accepted, **Contractor** proposes and agrees that all **Services** shall be fully provided, performed, and completed in accordance with the specifications herein or outlined in and attached to this **Agreement**.

2.3. Responsibility for Damage or Loss.

If this **Agreement** is accepted, **Contractor** proposes, and agrees that **Contractor** shall be responsible and liable for, and shall promptly and without charge to **City** repair or replace, damage done to, and any loss or injury suffered by, **City**, the **Services**, the **Services Site**, or other property or persons as a result of the **Services**.

3. Price for Services.

The **Contractor** agrees to take in full payment for all **Services** and other matters set forth under this **Agreement**, including overhead and profit; taxes, contributions, and premiums; and compensation to any subcontractors and suppliers, the compensation set forth in the maximum fee schedule (“**Fee Schedule**”) below:

3.1. Schedule of Prices.

For providing, performing, and completing each of these items of **Service** the following amounts per item:

Fee Schedule

Service	Price	Period
Tows (Standard flatbed)	\$70.00	per tow
Service Call Fee (Flat Tire)	\$40.00	per call
Service Call Fee (Jump Start Disabled Vehicle)	\$40.00	per call
Tow, Motorcycle	\$75.00	per tow
Winching (other than loading onto flat bed)	\$1.00	per foot
Rollover (Flat Rate)	\$125.00	per vehicle
Allowable Response Time	15/20	minutes
Stand-By Fee (After the 15 minutes)	\$60.00	per hour
Medium Duty Towing (8,000 to 40,000 pounds)	\$100.00	per tow
Medium Duty Vehicle Service Call Fee (Flat Tire)	\$50.00	per call
Medium Duty Vehicle Service Call Fee (Jump Start Disabled Vehicle)	\$50.00	per call
Heavy Duty Towing (Over 40,000 pounds)	N/A	per tow
Tow, City Vehicles (Standard flatbed) (Outside 20 miles)	\$2.00	per mile
Tow, City Vehicles (Medium Duty) (Outside 20 miles)	\$2.50	per mile
Tow, City Vehicles (Heavy Duty) (Outside 20 miles)	N/A	per mile
Daily Storage (No storage fee may be charged until after 12:01A.M.)	\$30.00	per day
Response Time to Tow Lot	15	minutes
After Hours Release Fee	\$30.00	per tow

The **Contractor** agrees to provide the services set forth herein at the rates provided in the **Fee Schedule**. No other fees or charges are allowed. If any vehicle towed pursuant to this policy remains in the Contractor’s storage facility beyond the term of the agreement, the **Contractor** shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

3.2. **Basis For Determining Prices.**

It is expressly understood and agreed that:

3.2.1. All prices stated in the **Fee Schedule** are firm and shall not be subject to escalation or change;

3.2.2. The **City** is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the **Fee Schedule**, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3.2.3. All other applicable federal, state, and local taxes of every kind and nature applicable to the **Services** are included in the **Fee Schedule** and;

3.3. **Time of Payment.**

It is expressly understood and agreed that all payments shall be made by the owner of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the **City** be liable for, or responsible to make or collect, any charge or payment to or on behalf of **Contractor**. **Contractor** shall accept cash, certified checks, and bankcards under generally accepted business guidelines as payment for work by individuals who have had their vehicles towed and/or stored by **Contractor**.

4. **Acceptance and Term of Agreement.**

If this agreement is accepted, **Contractor** agrees that **Contractor** shall commence the Services immediately following **City's** signed acceptance of this **Agreement**, if after June 1, 2017, provided **Contractor** has furnished to **City** all insurance certificates and policies of insurance specified in this agreement. The terms of this agreement shall commence at 12:01 A.M. June 1, 2017, and expire at 11:59 P.M. May 31, 2019, unless terminated for cause or with 30 days written notice from either the tow service or the **City**. One month prior to renewal of this agreement, May 1, 2019, the **Fee Schedule** within this **Agreement** may be requested for review by the **Contractor**. The acceptance of said requests shall be determined in the sole discretion of the **City**.

5. **Termination of Agreement.**

5.1. **Termination for Cause.**

The failure of the **Contractor** to properly perform any of the **Services** under this **Agreement** shall be cause for the immediate termination of the **Contractor** without 30 day written notice.

5.2. **Contractor's Right To Terminate.**

Contractor shall have the right to terminate this **Agreement** at any time upon 30 day written notice to the **City**. Termination of this **Agreement** by **Contractor** shall not relieve **Contractor** of any liability to the **City** existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of **Contractor** prior to such termination.

5.3. **Remedies.**

Upon the occurrence of any of the circumstances of default and for so long as the same shall continue to exist, **City** may hold and/or declare **Contractor** in breach of this **Agreement** 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.

6. Monthly Report.

The **Contractor** shall provide the **City** Police Department a monthly report which includes a copy of the customer invoice for each vehicle towed under this agreement and the release and/or disposition of each vehicle towed by the **Contractor**. Failure to submit the monthly report by the 10th of each month shall result in the immediate removal of the **Contractor** from the rotation. Once the delinquent report has been properly submitted the **Contractor** will be reinstated to the rotation. Any tows missed due to being removed from the rotation will not be made up.

7. Services Rendered Only Upon Notice.

Services under this **Agreement** shall be rendered only upon the request of the Police Department. **Contractor**, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the **Contractor** shall remove the vehicle(s) from the scene directly to the **Contractor's** storage facility, for the price specified in this policy.

8. Dispatch.

The **City** agrees to dispatch the **Contractor** on a rotation to the site of any police-ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Police Department is unable to contact the **Contractor** during their rotation, at the number specified within this agreement, within one call and four rings, or is otherwise unable to obtain a response to the scene from **Contractor** within a reasonable period of time, another tow operator may be contacted by the Police Department for removal of the subject vehicle(s) and such shall be deemed the **Contractor's** turn in the rotation. Determination of whether **Contractor** or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.

9. 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 office and subject to a reasonable review and inspection from time to time by the **City**.

10. Specific Service Requirements.

Contractor shall be responsible the following Specific Service Requirements in the performance of its duties under the **Agreement**, and failure of **Contractor** to abide any of the terms and conditions of the Tow Service Agreement or perform any of the **Services** specified herein shall be cause for immediate termination of the **Contractor**.

10.1. Police Department – First Priority.

The **Contractor** shall consider calls from the Police Department as having first priority over requests for tow service from other parties. **Contractor** shall maintain the equipment and

labor force needed to supply the services on a full twenty-four hour per day basis every day of the year.

10.2. Removal of Personal Property.

Contractor shall allow owners of police-directed towed vehicles one (1) opportunity during normal business hours to remove personal property from their vehicles (with the exception of “hold” vehicles) at no additional charge to the vehicle owner. Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from seized or evidence tows without prior verbal authorization of a Police Department official.

10.3. Tow Regulations of City.

The **Contractor** shall obtain a copy of ordinances of the City of Harrisonville regulating towed vehicles.

10.4. Accident Debris.

After each tow, **Contractor** shall clean and remove all accident and vehicle debris, including, without limitation, shattered glass, oil, and radiator fluids, from the area of the tow. The **Contractor** shall not be responsible for collection or removal of any cargo spilled from any vehicle except only if the **Contractor** caused such spill while providing the Services. **Contractor** shall not be responsible for cleaning or handling of any hazardous material. **Contractor** shall report to the City immediately the presence of any hazardous material. The removal of debris and the collection or removal of cargo spilled by **Contractor** shall be considered an integral part of any Services and no additional labor charge shall be assessed for such removal or for materials used in the removal process.

10.5. Public Safety Access to Storage Lot.

The **Contractor** shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Harrisonville Police Department.

10.6. Towing Service Information Sheet.

The **Contractor** shall provide a Towing Service Information Sheet to all customers which includes: Contractor’s name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Harrisonville Police Officer requesting the tow.

10.7. Release of Vehicles.

The **Contractor** shall not release a vehicle of a Police Ordered Tow without verbal permission of the Harrisonville Police Department.

10.8. Safety Equipment.

The **Contractor** shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8” chain), yellow oscillating or flashing light bars, broom bucket and shovel, oil absorbent material, and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.

10.9. Response Time.

During normal business hours (8:00 A.M.—5:00 P.M.) Monday through Friday, **Contractor** shall arrive at the scene of a requested tow with the requested and required equipment

within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal business hours, **Contractor** shall arrive at the scene of the tow within twenty (20) minutes after the request for the tow has been made. **Contractor** shall provide its personnel with the necessary communications equipment to fulfill the required response times. **Contractor** shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year. Failure to respond within the designated response times listed (See Section 22).

10.10. Storage Lot.

The **Contractor** shall own or lease a storage lot within two (2) mile of the City limits of Harrisonville, Missouri which shall be utilized by **Contractor** for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against the intrusion of unauthorized persons and provide a minimum storage capacity for twenty-five (25) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicles or materials inside the fenced enclosure from off the premises. The storage lot operated by the **Contractor** shall be open between the hours of 8 A.M. to 5 P.M. Monday through Friday, and 9 A.M. to 12 Noon on Saturday for an owner to retrieve a vehicle towed to the lot.

11. Insurance.

The **Contractor** shall maintain in full force and effect throughout the period of this **Agreement** general liability insurance covering bodily injury liability and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. A certificate of such policy or policies of insurance shall be furnished to the **City** prior to the execution of the **Agreement** with the **Contractor** and the **City** shall be named as an additional insured on all said policies. The **City** shall receive at least thirty (30) days written notice prior to the cancellation of any insurance. Contractor shall also provide a reasonable bond, if the City determines a bond is necessary to protect the City or the owner of any towed vehicle.

12. 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 **Agreement** 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 **Agreement**.

13. Hold Harmless.

The **Contractor** shall protect and hold harmless the City of Harrisonville, its Mayor and Board, all elected officials, staff, employees, and representatives to the extent allowed by law from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the **Contractor** shall protect and hold harmless the City of Harrisonville from any and all claims for any loss, damage, or injuries sustained by any person or entity arising out of the terms of this

Agreement, including without limitation, all expenses incurred and attorney fees, court costs, and expenses related to any litigation.

14. 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 **Agreement**.

14.1. 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.

14.2. 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 **Agreement**. **Contractor** 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, the State of Missouri or its agencies to adopt additional or amended provisions, including discrimination provisions, concerning the performance of this **Agreement** and **Contractor** agrees that it does adopt such requirements as a part of this **Agreement**.

15. 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**.

15.1. City:

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

City of Harrisonville
Attn: Chief John Hofer
P.O. Box 367
205 N. Lexington Street
Harrisonville, MO 64701,

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

Attachment: Tow Services Agmt - JF draft sent 5-27-2017 (2530 : Non-Preference Tow Agreement)

15.2. Contractor:

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

_____(name)
 _____(address)
 _____, (city, state, zip)

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

16. 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.

17. Miscellaneous.**17.1. Taxes.**

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

17.2. Assignment and Modification.

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

17.3. Cooperate to Accomplish Purpose:

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

17.4. Compliance with Laws.

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

17.5. Business License.

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

17.6. 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.

17.7. Headings; Construction.

The headings that have been used throughout this **Contract** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Contract**. Words of any gender used in this **Contract** shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this **Contract** shall refer to the entire **Contract** and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end at 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or legal holiday.

17.8. Attorney's Fees.

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

17.9. Invalidity or Severability.

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

17.10. 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 **Agreement** by **City** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17.11. Governing Law.

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

17.12. 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 Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

17.13. Time of Essence

Time shall be of the essence in the performance of each and every covenant by **Contractor**

pursuant to the terms of this Agreement. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

17.14. Entire Agreement

This Agreement contains the entire agreement between the parties. All promises, representation, understandings, agreements, and prior agreements are merged herein and superseded hereby. No amendment or modification of this Agreement shall be valid or binding unless reduced to writing and signed by the parties hereto.

17.15. Counterparts.

To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or 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.

18. Agreement Contingent on Addendums.

Each party to this **Agreement** hereby agrees that the approval and engagement of each **Contractor** to provide the **Services** described herein for the **City** shall be contingent upon the proper execution and completion of the **Acceptance Addendum "A"**, and the **Contractor Information Addendum "B"** (the "**Addendums**"), in which each said **Contractor** agrees to be bound by the terms of this **Agreement** and the terms of the **Addendums**. The **Addendums** shall be attached hereto and incorporated herein by reference.

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

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

By: Happy Welch, City Administrator

By: _____

Date: _____

Date: _____

Attest City Clerk:

Attest:

By: Randall Jones

By: _____

Title: _____

Date: _____

Date: _____

**CITY OF HARRISONVILLE
AGREEMENT FOR TOW SERVICES**

ACCEPTANCE ADDENDUM "A"

This **Acceptance Addendum "A"**, is made part of a certain **Agreement for Tow Services** with an **Effective Date** of _____, 2017 ("**Agreement**"), for the purpose of providing towing and storage services to the City of Harrisonville, Missouri ("**City**") at the **City's** request.

This **Acceptance Addendum "A"**, together with said **Agreement** and the **Addendums**, is effective and entered into this _____ day of _____, 2017, by and between the **City** acting through its duly authorized City Administrator, and the **Contractor** _____, an _____ (individual or company, state which, and if company what type and state where registered) of _____ (address) _____, (City) Missouri _____ (zip). The **City** and **Contractor** hereby agree to the terms and conditions of said **Agreement** and the **Addendums**, the provisions contained herein, and that the **Addendums** shall be attached to the **Agreement** and incorporated by reference.

The **Agreement** and the **Addendums** constitute the entire and only agreement between the **City** and **Contractor** relating to the **Services** and the compensation therefore and supersedes and merges any prior, contemporaneous or subsequent discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acknowledgement, invoice, or other standard form used by the parties in the performance of the **Agreement**, unless the **Agreement** is validly amended in a formal written amendment to the **Agreement**, and signed by both parties.

IN WITNESS WHEREOF, The parties have executed this **Acceptance Addendum "A"** 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

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

By: Happy Welch, City Administrator

By: _____

Date: _____

Date: _____

Attest City Clerk:

Attest:

By: Randall Jones

By: _____

Title: _____

Date: _____

Date: _____

Attachment: ACCEPTANCE Addendum A to Tow Agreement 5-27-2017 draft sent (2530 : Non-Preference Tow Agreement)

**CITY OF HARRISONVILLE
AGREEMENT FOR TOW SERVICES**

CONTRACTOR INFORMATION ADDENDUM "B"

This **Contractor Information Addendum "B"**, is made part of a certain **Agreement for Tow Services** with an **Effective Date** of _____, 2017 ("**Agreement**"), for the purpose of providing towing and storage services to the City of Harrisonville, Missouri ("**City**") at the **City's** request. The **City** and **Contractor** hereby agree to the terms and conditions of said **Agreement** and the **Addendums**, the provisions contained herein, and that the **Addendums** shall be attached to the **Agreement** and incorporated by reference.

In order for a **Contractor** to provide services for any **Police-directed tow** the **Agreement** and the **Addendums** need to be signed and filed with the Chief of Police prior to any services being rendered.

1. Contractor Information (also known as Tow Company)

(**Contractor** shall complete all of the following items prior to execution and submission of this **Addendum "B"** to the **City** and update within 30 days of any changes during the agreement period. False or inaccurate information will be cause to terminate the **Agreement** immediately.)

Contractor's Name: _____

D/B/A (if different): _____

Contractor's Business Address: _____

Contractor's Business Telephone
Number: _____

Contractor's Facsimile Telephone
Number: _____

Contractor's Email: _____

2. Contractor's Company Type:

- | | | |
|--------------------------|--|-------|
| ☐ | Corporation, State: | _____ |
| ☐ | Limited Liability Company (LLC),
State: | _____ |
| ☐ | Partnership, State: | _____ |
| ☐ | Joint Venture: | _____ |
| ☐ | Individual Proprietor: | _____ |

Attachment: CONTRACTOR Addendum B to Tow Agreement 5-27-2017 draft sent (2530 : Non-Preference Tow Agreement)

**CITY OF HARRISONVILLE
AGREEMENT FOR TOW SERVICES**

CONTRACTOR INFORMATION ADDENDUM “B”

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners, respectively, and all persons who own ten percent or more of the Bidder:

Name	Date of Birth	Title	Address

3. Tow Truck Operators.

Contractor shall provide the **City** with the following information for each tow truck operator, driver and person engaged in the performance of the **Services** employed on the effective date of the policy; or each operator, driver and person engaged in the performance of the **Services** hired during the term of the policy within ten days after the date of hire:

- 3.1. Name;
- 3.2. Address;
- 3.3. Date of birth; and
- 3.4. Driver’s license number, state of issuance, date of expiration, licensed classifications, and license restrictions.

4. Background.

4.1. Has the applicant contractor, business, or member of the business ever had a wrecker or towing business license or contract revoked, suspended or cancelled?

_____ Yes _____ No If yes, explain in full detail on a separate sheet of paper and attach.

4.2. Does the business currently hold a license or have a contract with any other municipality for towing or wrecker service, including any of the Services described in this Contract?

_____ Yes _____ No If yes, explain in full detail on a separate sheet of paper and attach.

Attachment: CONTRACTOR Addendum B to Tow Agreement 5-27-2017 draft sent (2530 : Non-Preference Tow Agreement)

**CITY OF HARRISONVILLE
AGREEMENT FOR TOW SERVICES**

CONTRACTOR INFORMATION ADDENDUM "B"

5. Effective Starting.

The **Agreement** with this **Contractor** shall be in effect starting at 12:01 A.M. _____, 201____. The **City** may modify or terminate this agreement with 30 days written notice to all participating contractors.

IN WITNESS WHEREOF, The parties have executed this **Contractor Information Addendum "B"** 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

Contractor: _____, an
_____ of the State of Missouri

By: Happy Welch, City Administrator

By: _____

Date: _____

Date: _____

Attachment: CONTRACTOR Addendum B to Tow Agreement 5-27-2017 draft sent (2530 : Non-Preference Tow Agreement)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Myler, Interim EMS Director
DATE: May 30, 2017
SUBJECT: FIREWORKS PERMIT - CITY PARK - 7-4-2017

Type of Item: *Approval*

Wald Co LLC has provided the fireworks display for over the last 10 plus years and has done a superb job. Attached is all the required documents for such permit including what they will be shooting off and the quantities. Greg Price is the Pyrotechnician in charge and he is the same one that has done it for several years.

Council Bill No. 033**Resolution No.****A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri
Approving the Fireworks Display in City Park on July 4, 2017**

Whereas, the City of Harrisonville Missouri presents a fireworks display for the general public each year July 4,

NOW THEREFORE BE IT RESOLVED

Section 1: That the fireworks display planned Harrisonville City Park on July 4, 2017 is hereby approved

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

PASSED AND RESOLVED by the Board of Alderman and APPROVED by the Mayor of the City of Harrisonville, Missouri this 5th day of June, 2017

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of June 2017



Harrisonville Emergency Services
903 S. Commercial
Harrisonville, MO 64701
816-380-8925

APPLICATION FOR EVENT PERMIT

- 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 Aldermen at time applicant desires the issuance of a permit. Applicant must realize that, dependent upon the nature of the even and the scope of services being required of the City, the Board of Aldermen 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: **City of Harrisonville, Missouri**
2. Name of Applicant: **Wald & Co, Inc. dba All American Display Fireworks**

Address: **P.O. Box 319, Greenwood, Missouri 64034**

Phone: **816-537-7400** Fax#: **816-537-7270**
3. Purpose of Event: **Fireworks Display**
4. Proposed date(s) and times of Event: **July 4th, 2017 9:15 to 9:45pm**
5. Location(s) where event will be held: **Camp Reeder on Lexington St.**

Located north of Harrisonville City Park at 706 Ash St, Harrisonville
6. Anticipated crowd size: **Unknown**
7. Any additional information: **Missouri Licensed Pyrotechnician: Greg Price**

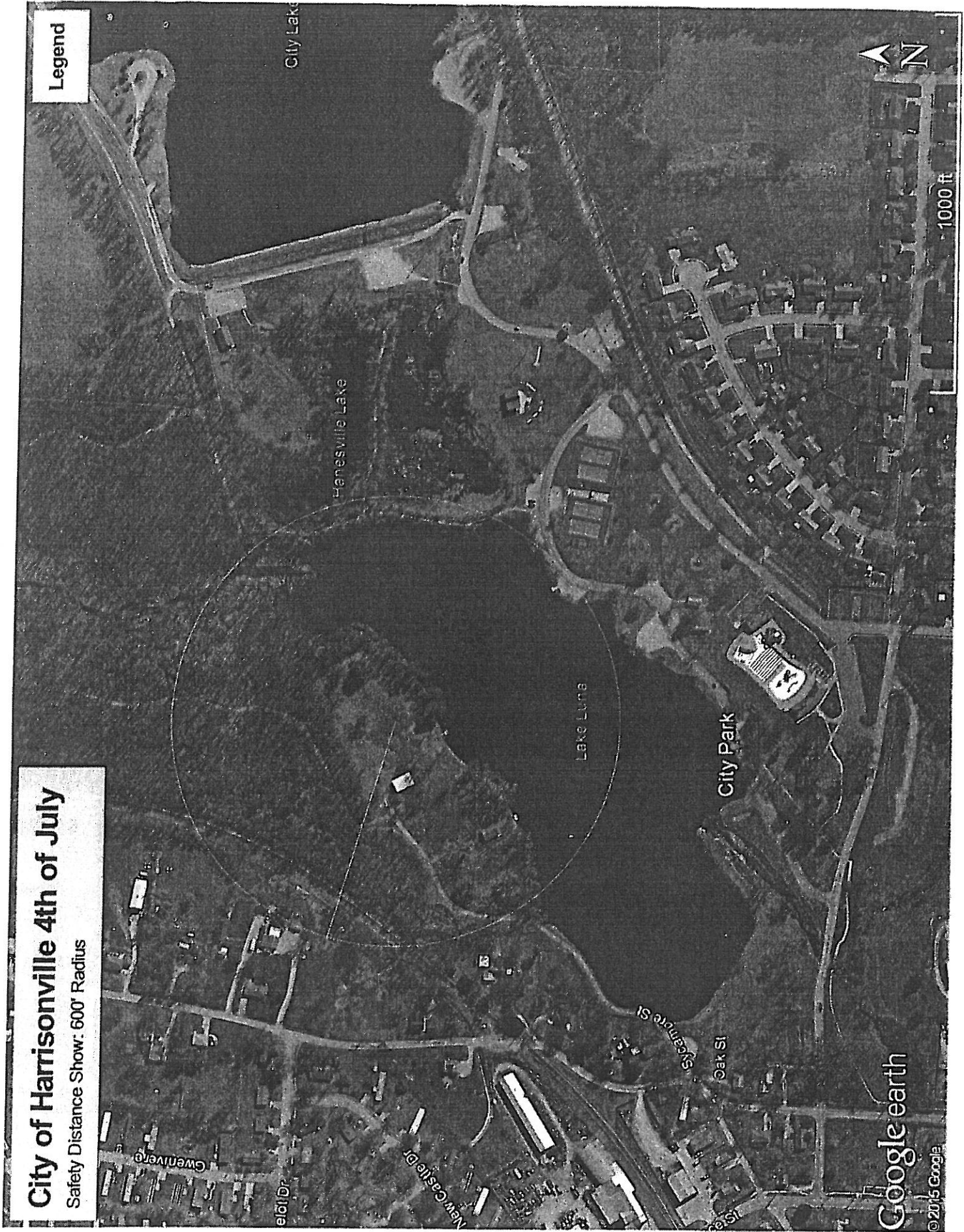
APPROVED this _____ day of _____, 20__

Material: (140) 3", (110) 4", (90) 5"
(40) 6", and (5) 8" Aerial Shells
(4) 2.5" 12-Shot, (7) 3" 12-Shot
(4) 4" 5-Shot and (3) 5" 5-Shot Finale Strings
(16) Assorted Aerial Cakes

Fire Chief

City Clerk

Attachment: Application for Event Permit COH (2529 : FIREWORKS PERMIT - CITY PARK - 7-4-2017)



Attachment: Aerial Site and Blast Radius (2529 : FIREWORKS PERMIT - CITY PARK - 7-4-2017)

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 854-5806
 FAX: (205) 854-5899

POST OFFICE BOX 94067
 BIRMINGHAM, ALABAMA 35220
 EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 750097

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000004090-22

NAMED INSURED Wald and Company, Inc.
 d/b/a All American Display Fireworks
 P.O. Box 319
 Greenwood, Missouri 64034

POLICY TERM April 15, 2017 to April 15, 2018; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$6,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
 The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
 ADDITIONAL INSURED(S)**
 City of Harrisonville, Missouri

DISPLAY LOCATION
 Camp Reeder, Harrisonville, Missouri

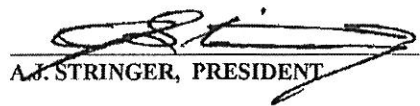
DISPLAY DATE(S)
 7-4-17

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

5-19-17

DATE OF ISSUE

DRAYTON INSURANCE BROKERS, INC.


 A.J. STRINGER, PRESIDENT

Attachment: Certificate of Insurance (2529 : FIREWORKS PERMIT - CITY PARK - 7-4-2017)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 5-MO-095-24-0D-00316
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher L. Reers</i>	Expiration Date April 1, 2020

Name
ALL AMERICAN DISPLAY FIREWORKS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

16004 SOUTH STATE 291 HIGHWAY
GREENWOOD, MO 64034-

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

WALD & CO INC
ALL AMERICAN DISPLAY FIREWORKS
PO BOX 319
GREENWOOD, MO 64034-0319

Licensee/Permittee Responsible Person Signature

Position/Title

Serg K Wald
5-19-17

Printed Name

Date

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Previous Edition is Obsolete

WALD & CO INC-16004 SOUTH STATE 291 HIGHWAY-64034-5-MO-095-24-0D-00316 April 1, 2020-24-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: WALD & CO INC	
Business Name: ALL AMERICAN DISPLAY FIREWORKS	
License/Permit Number: 5-MO-095-24-0D-00316	
License/Permit Type: 24-IMPORTER OF EXPLOSIVES	
Expiration: April 1, 2020	
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



Missouri Division of Fire Safety
 Fireworks Unit
 P.O. Box 844
 Jefferson City, MO 65102

Fireworks Display Operator License

Outdoor Fireworks (NFPA Standard 1123)

Dear Operator

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.

	Missouri Department of Public Safety Missouri Division of Fire Safety PO Box 844 * Jefferson City, MO 65102
	Licensed Fireworks Display Operator Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123. Name: Gregory R. Price License Number: 43 Expires: 9 / 8 / 2019 Acting State Fire Marshal:

Attachment: Missouri Fireworks Display Permit (2529 : FIREWORKS PERMIT - CITY PARK - 7-4-2017)

MISSOURI DIVISION OF FIRE SAFETY**2017 FIREWORKS PERMIT****Distributor****COMPANY NUMBER: 9750****FEE: \$775.00****EXPIRATION DATE: 12/31/2017**

Wald & Company, Inc.
16004 S State Highway 291
Lake Winnebago, MO 64034

**MUST BE DISPLAYED WHEN PURCHASING OR SELLING FIREWORKS IN THE
STATE OF MISSOURI AS DEFINED BY STATE STATUTE 320.126 RSMo, AND CODE
OF STATE REGULATIONS 11 CSR 40-3.010.**

Lane J. Roberts**DIRECTOR OF PUBLIC SAFETY****Greg Carrell****ACTING STATE FIRE MARSHAL****LICENSE NOT TRANSFERABLE**

Attachment: Missouri Fireworks Permit (2529 : FIREWORKS PERMIT - CITY PARK - 7-4-2017)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 17, 2017
SUBJECT: Work Ready Partnership

Type of Item: *Approval*

Cass County business, education, and government leaders are working towards attaining Certified Work Ready Community status for the county. Individuals can attain ACT National Career Readiness Certificates that help employers match potential employee skills with the positions they are trying to fill. Church and Dwight uses the program now and finds it is a no cost way to improve their candidate pool, get higher skilled candidates, they have better employee retention, and qualified employees have a quicker learning curve. We are part of the committee to help achieve the status and are looking to recruit business to sign up, at no cost, such as the city as we work toward goals established by the state to become a Work Ready Community.

This is a request that the Board of Aldermen officially determine if they wish to support this initiative.

The Community Development Committee recommends to the full Board to support the county-wide program.

Council Bill No. 034

Resolution No.

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

WHEREAS, the City of Harrisonville has assisted the Cass County Corporation for Economic Development (CCCED), Cass County, and other county organizations with their application to become an ACT Certified Work Ready Community (CWRC); and

WHEREAS, to build a workforce equipped for the City of Harrisonville's evolving economy, we must educate citizens of the needs for an increasingly diverse workforce by giving them the skills and credentials that are in high demand in business and industry; and

WHEREAS, the City of Harrisonville believes that we have an obligation to foster an environment that will promote positive workforce development skills in our community, ensuring that all residents have an opportunity to succeed; and

WHEREAS, completing the ACT Certified Work Ready Community (CWRC) program will aid significantly in identifying skills required by our employer community, and aligning workforce skills to employer skill requirements, thus building a stronger workforce in the City of Harrisonville and Cass County; and

WHEREAS, Cass County's efforts are joined by the City of Harrisonville and other regional organizations to become an ACT Certified Work Ready Community (CWRC); and

WHEREAS, the Certified Work Ready Community (CWRC) represents a network of community agencies, educational systems, employers and individuals committed to increasing workforce credentials and job creation by developing a highly skilled workforce and building a stronger regional economy with all entities and partners, in conjunction with the private sector; and

WHEREAS, the Certified Work Ready Community (CWRC) initiative provides a Community based framework that: Links workforce development to education; Aligns with the economic development needs of communities, regions and states; Matches individuals to jobs based on skill level.

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

Section 1. The Board hereby approves the City Administrator to complete the Certified Work Ready Community "Employer Participation Letter", attached hereto as Exhibit "A".

Section 2. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

READ and DULY PASSED by the Board of Aldermen and APPROVED by the Mayor of the

City of Harrisonville, Missouri, this 5th day of June 2017.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 5th day of June 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Rodney Jacobs, Director
DATE: May 31, 2017
SUBJECT: Board approval of 2017 Asphalt Overlay Bid

Type of Item: *Approval*

Type of Item: *Administrative*

Issue:

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

Summary Recommendation:

2017 Capital Improvement Asphalt Program: The Public Works Departments recommendation for Asphalt Overlay to be used on Beth Boulevard, Wren Street, portions of Matt Street, Outlook Drive, Silver Maple and Younger Drive.

Background:

In evaluating the city streets for 2017 Asphalt Program with a budget of \$400,000, funds were divided into three categories \$150,000 asphalt overlays, \$150,000 asphalt maintenance (micro surfacing and slurry sealing), and \$100,000 for sidewalk on Jefferson Parkway. The roadways selected for overlay consisted of streets deemed unsuitable for sealing and were located in a pattern whereas the asphalt milling machines would not have to travel long distances to complete the contract in an effort to reduce paving cost. It is anticipated another section of Harrisonville will receive the localized asphalt repair in 2018 based on conditions and funding.

Options:

2" Mill and Overlay Bids without *Bid Add Alternate

- | | |
|---|--------------|
| • Advanced Asphalt Paving & Concrete, LLC | \$119,180.88 |
| • Thorne & Son Asphalt | \$127,256.14 |
| • Metro Asphalt, INC. | \$127,952.37 |
| • Wil-Pave, INC. | \$136,166.94 |
| • Hanrahan Asphalt INC. | \$139,926.15 |
| • Tandem Paving INC. | \$142,571.52 |

*Bid Add Alternate Matt St. \$15,587.76 (Meghan Drive to Andrea Lane)

Recommendation:

Staff recommends approving the agreement for Advanced Asphalt Paving & Concrete, LLC to mill and overlay listed streets for the sum of \$134,768.64.

Council Bill No. 035**Resolution No.**

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



STAFF REPORT

TO: Board of Aldermen
FROM: Rodney Jacobs, Director
DATE: May 31, 2017
SUBJECT: Approval of 2017 Micro Surface and Slurry Seal Bid

Type of Item: Approval

Type of Item: Administrative

Issue:

A resolution authorizing the City Administrator to enter into an agreement with Vance Brothers INC. for pavement sealing which includes micro surfacing and slurry sealing in the amount of \$145,000.

Summary Recommendation:

2017 Capital Improvement Asphalt Program: The Public Works Departments recommendation for slurry sealing to be used on the Community Center parking lot and listed streets. The streets W. South Street, S. Independence Street and part of N. Independence Street will receive micro surfacing after being chip sealed by city staff.

Background:

In evaluating the city streets for 2017 the Asphalt Program with a budget of \$400,000, funds were divided into three categories \$150,000 asphalt overlays, \$150,000 asphalt maintenance (micro surfacing and slurry sealing), and \$100,000 for sidewalk on Jefferson Parkway. The roadways selected for sealing consisted of streets concentrated in an area which would benefit from sealing before becoming too deteriorated for preventive maintenance. It is anticipated another section of Harrisonville will receive the localized sealing in 2018 based on conditions and funding.

Options: Sealing of Streets

Micro surfacing bids for W. South Street and portions of Independence Street

- | | |
|-----------------------|-------------|
| • Vance Brothers INC. | \$49,338.93 |
| • Pavement Management | \$64,676.50 |

Slurry sealing bids of listed streets without *Bid Add Alternate

- | | |
|-----------------------|-------------|
| • Vance Brothers | \$71,825.72 |
| • Pavement Management | \$92,015.20 |

*Slurry seal *Bid Add Alternate \$22,731.00

Recommendation:

Staff recommends approving the agreement for Vance Brothers to Micro Surface \$49,338.93 and Slurry seal streets \$71,825.72 in the primary bid for a total of \$121,164.65 and if work and products is determined by staff to be of high quality, to seal the bid add alternate streets at a cost of \$23,835.35. The total of street sealing both primary and alternate bid is \$145,000.

Council Bill No. 036**Resolution No.**

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

Micro Surfacing

Bidder	Bid Total	
Vance Brothers	\$49,338.93	1
Pavement Management	\$64,676.50	2

Slurry Seal

Bidder	Bid Total	
Vance Brothers	\$71,825.72	1
Pavement Management	\$92,015.20	2

Micro-surfacing*Vance Brothers Bid*

I.D. & Map No.	Street name	Quantity	Unit	Unit Cost	Bid Total
MP-1	South Street	6633	S.Y.	2.67	\$17,710.11
MP-2	Independence – 1	7530	S.Y.	2.67	\$20,105.10
MP-3	Independence – 2	1166	S.Y.	2.67	\$3,113.22
MP-4	Independence – 3	3150	S.Y.	2.67	\$8,410.50
Base Bid Micro-Surfacing					\$49,338.93

TOTAL**\$49,338.93****Slurry Seal***Vance Brothers Bid*

I.D. & Map No.	Street name	Quantity	Unit	Unit Cost	Bid Total
SS-1	Matt Street	2253	S.Y.	\$2.06	\$4,641.18
SS-2	Leah Lane	1765	S.Y.	\$2.06	\$3,635.90
SS-3	Amy Lane	2429	S.Y.	\$2.06	\$5,003.74
SS-4	Andrea Lane	2355	S.Y.	\$2.06	\$4,851.30
SS-5	Meghan Drive	4664	S.Y.	\$2.06	\$9,607.84
SS-6	Horizon Ave	997	S.Y.	\$2.10	\$2,093.70
SS-7	Duncan Circle	955	S.Y.	\$2.10	\$2,005.50
SS-8	Brookridge Drive	2408	S.Y.	\$2.06	\$4,960.48
SS-9	Osage Street	2904	S.Y.	\$2.06	\$5,982.24
SS-10	Pheasant Rd	2508	S.Y.	\$2.06	\$5,166.48
SS-11	Meadowlark Drive	1300	S.Y.	\$2.06	\$2,678.00
SS-12	Community Center Parking Lot	9464	S.Y.	\$2.24	\$21,199.36

Base Bid Slurry Seal \$71,825.72

Add Alternate

SS-A1	Fieldcrest Drive	1640	S.Y.	\$2.06	\$3,378.40
SS-A2	Quail Drive	973	S.Y.	\$2.10	\$2,043.30
SS-A3	Pheasant Road	822	S.Y.	\$2.10	\$1,726.20
SS-A4	Brookridge Drive	2072	S.Y.	\$2.06	\$4,268.32
SS-A5	Douglas Circle	1613	S.Y.	\$2.06	\$3,322.78
SS-A6	Pearson Circle	907	S.Y.	\$2.10	\$1,904.70
SS-A7	Outlook Drive	1875	S.Y.	\$2.06	\$3,862.50
SS-A8	Meadowlark Drive	1,080	S.Y.	\$2.06	\$2,224.80

Add Alternate Subtotal \$22,731.00

TOTAL**\$94,556.72**



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 24, 2017
SUBJECT: Sign Ordinance Revision

Type of Item: *Approval*

The Community Development Committee reviewed the sign ordinance for temporary signs such as election signs to limit their size in residential and commercial areas in the same manner. The ordinance reflects the change to commercial districts that temporary signs are restricted to the same size as the residential districts: 6 square feet maximum and 3 feet high maximum (32 square feet is the current allowed amount in commercial). The committee is also recommending that election signs be allowed in city rights of way. The allowances on Temporary stand alone signs, which require a permit, remains the same.

Council Bill No. 037

Ordinance No.

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

WHEREAS the City of Harrisonville Board of Alderman are concerned for the health, safety and general welfare of its citizens.

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

Section 1: That Section 435.120 1c of the Code of Ordinances of the City of Harrisonville, Missouri, shall be revised to read as follows:

c. Election. Candidates for offices, levy signs or other elections may be displayed thirty (30) days prior to an election. They may not be put on state or county rights-of-way or easements, and must be removed five (5) working days after the election. The signs must be removed even if the candidate qualifies for the primary and/or general election. Signs may be redisplayed thirty (30) days ahead of each election and removed five (5) working days after the election. Election signs do not need a permit.

Section 2: That Sections 435.120 2a & b of the Code of Ordinances of the City of Harrisonville, Missouri, shall be revised to read as follows:

- a. *Single- and two-family residential districts.* Temporary signs located on properties occupied by or zoned for residences shall not exceed six (6) square feet in area and three (3) feet in height. Temporary stand alone sign (e) gross face area shall not exceed nine (9) square feet.
- b. *Multi-family and non-residential districts.* Temporary signs located on properties occupied by or zoned for non-residential uses shall not exceed six (6) square feet in area and three (3) feet in height; except that an inflatable sign may be larger. Temporary stand alone sign (e) gross face area shall not exceed thirty-two (32) square feet.

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

Read one time by title only on the 5th day of June, 2017, and the second time by title only on June 5, 2017, and passed and approved by the Board of Alderman this 5th Day of June 2017.

Roll Call Vote:

Ayes:

Nays:

Absent:

Abstain:

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 5th day of June, 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: June 1, 2017
SUBJECT: City Admin Report 6/5/2017

Type of Item: *Report*

A. Action Item (ID # 2533)

City Admin Report 6/5/2017

Attachments:

City Admin Report 652017 (PDF)

CITY ADMINISTRATOR REPORT

June 5, 2017

1. I will be out of the office Thursday, June 8 at an MPUA board meeting and Cybersecurity seminar.
2. The building department has been in discussions and have done walk throughs on a couple of more buildings on the square over at the corner of Wall & Independence. Most are rehabbing the building for retail/service on the main floor with residential on the second floor.
3. Residential Hazardous Waste drop off is Saturday, June 3, 8a-12n in Pleasant Hill at the Cass County Fairgrounds.
4. I will be attending a MARC assembly meeting on Friday, June 9th, in KC, from 11:30a – 2p.

Attachment: City Admin Report 652017 (2533 : City Admin Report 6/5/2017)