



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 21, 2017
7:00 PM**

- 1. Call to Order/Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. FFA Proclamation**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Special Meeting - Feb 6, 2017 6:00 PM**
 - B. Board of Aldermen - Regular Meeting - Feb 6, 2017 7:00 PM**
- 6. Agenda Items**
 - A. Council Bill 010, Second Reading: AN ORDINANCE AMENDING SECTION 355.010, SCHEDULE 2, OF THE HARRISONVILLE CODE OF ORDINANCES REGARDING PARKING/NO PARKING ON ELM STREET**
 - B. Hangar Lease Approval**
 - C. Council Bill 013: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MAX FORD FOR THE PURCHASE OF TWO (2) 2017 POLICE INTERCEPTOR SUV'S AT A PRICE NOT TO EXCEED \$28,742.28 EACH, FOR A TOTAL EXPENDITURE NOT TO EXCEED \$57,484.56.**
 - D. Council Bill 014: An Ordinance of the Board of Aldermen of Harrisonville, Missouri to Amend Article IV, Section 420.150 of the Harrisonville Code of Ordinances**
- 7. Aldermen and Committee Reports**

- 8. Report from the City Administrator**
 - A. Departmental Review, February 15, 2017**
- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 16th day of February 2017

Sheryl Stanley, Deputy City Clerk

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



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 13, 2017
SUBJECT: FFA Proclamation

Type of Item: *Proclamation*

The local FFA Chapter is celebrating the week of Feb. 18-25 as FFA Week. Members of the chapter will be with us on Feb. 21 to receive the proclamation from Mayor Hasek.

A. Action Item (ID # 2448)

FFA Proclamation

Attachments:

FFA Week 2017 (DOCX)



PROCLAMATION



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

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

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

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

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

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville, I, Mayor Brian Hasek do hereby designate the week of February 18 through 25, 2017, as FFA Week in Harrisonville.

Brian Hasek, Mayor

Attachment: FFA Week 2017 (2448 : FFA Proclamation)



**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
SPECIAL MEETING
CITY HALL
FEBRUARY 6, 2017
6:00 PM**

1. Call to Order

The meeting was called to order at 6:01 PM by Mayor Brian Hasek

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	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Also Present: City Administrator Happy Welch, City Attorney John Fairfield, Director of Public Works Eric Patterson, Deputy City Clerk Sheryl Stanley, recording.

2. Adjourn to Executive Session -- Personnel (610.021 (3)); Litigation (RSMo. 610.021 (1))

Alderman Dickerson moved the meeting adjourn to Executive Session to discuss matters related to Personnel (RSMo. 610.021(3)) and Litigation (RSMo. 610.021 (1)). Clint Long seconded. Motion passed unanimously on a roll call vote. Meeting adjourned at 6:03 p.m.

3. Adjourn From Regular Session

The meeting reconvened to regular session at 6:58 p.m. Alderman Dickerson moved the meeting be adjourned; Alderman Bowman seconded. Motion passed unanimously. Meeting adjourned at 6:58 p.m.

Minutes Acceptance: Minutes of Feb 6, 2017 6:00 PM (Approval of Minutes)

Special Meeting**Monday, February 6, 2017****6:00 PM**

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 6, 2017 6:00 PM (Approval of Minutes)



**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 6, 2017
7:00 PM**

1. Call to Order & Pledge of Allegiance

The meeting was called to order by Mayor Brian Hasek at 7:03 p.m.

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	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Also: City Attorney John Fairfield; City Administrator Happy Welch; Finance Director Marcella McCoy; Chief of Police John Hofer; Director of Public Works Eric Patterson; Director of Parks & Recreation Chris Deal; Economic Development Manager Jim Clarke; Airport Manager James Green; Deputy City Clerk Sheryl Stanley, recording.

3. Ceremonial Matters

4. Public Participation

John Foster, 2619 Duncan Circle, addressed the board regarding construction in the city and the proper use of impact fees. He said that this is the time, as the new city administrator arrives and begins work, to review past practices and make adjustments.

Jack Cotton, 876 Locust, spoke to the board saying codes should be fairly and consistently enforced.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Jan 16, 2017 7:00 PM

It was pointed out that the Jan. 16 minutes needed to be amended because the roll call showed the mayor was absent although he was present. Alderman Dickerson moved the minutes be approved as amended. Alderman Long seconded. Motion passed unanimously. Minutes approved as amended.

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

6. Agenda Items**A. An Ordinance Repealing Ordinance 3351 and Chapter 610, Peddlers, of the City of Harrisonville Code of Ordinances and Adopt a New Version of Chapter 610 Peddlers**

City Attorney Fairfield read Council Bill 004 by title only for its second reading. Following its passage on a roll call vote, Mayor Hasek designated Council Bill 004 to be Ordinance 3395.

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

B. American Legion POST #42 Car Show

Chief Hofer gave an overview of the special event permit requested by the American Legion Post #42 for a car show. Alderman Milner moved it be accepted and Alderman Turner seconded. Motion passed.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

C. Racing for Rett 5K Run Event Permit

Chief Hofer reviewed the special event permit requested for a 5K run titled Racing for Rett. Alderman Milner moved it be accepted and Alderman Bowman seconded. Motion passed.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

D. A Resolution of the Harrisonville, Missouri Board of Aldermen authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Safe Drinking Water Law (Section 640,RSMo).

Finance Director McCoy presented the bill, saying the language in the resolution was requested by the Department of Natural Resources for our State Revolving Fund bonds. Alderman Dickerson moved the bill be approved and Alderman Turner seconded. Following unanimous passage, Mayor Hasek designated Council Bill 008 to be Resolution 004.

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

E. Public Hearing for Special Use Permit of Dale Williamson & Seth McCubbin, for property located at 110 S. Independence, for use as a Tattoo Shop

Mayor Hasek opened the Public Hearing for Council Bill 009 at 7:19 p.m. Seeing no one come forward, he closed the hearing at 7:20 p.m.

F. AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT ALLOWING FOR THE ESTABLISHMENT OF A TATTOO SHOP AT 110 S. INDEPENDENCE STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.

Economic Development Manager Jim Clarke re-capped the process and the stipulations regarding the Special Use Permit to open a tattoo shop at 110 S. Independence. Alderman Turner moved the rules be suspended and the bill receive its second reading. Alderman Long seconded. The motion passed unanimously on a roll call vote. The vote following the second reading was also unanimous on its roll call, and Mayor Hasek designated Council Bill 009 to be Ordinance 3396.

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

G. AN ORDINANCE AMENDING SECTION 355.010, SCHEDULE 2, OF THE HARRISONVILLE CODE OF ORDINANCES REGARDING PARKING/NO PARKING ON ELM STREET

Chief Hofer addressed the current traffic and safety problems in the vicinity of the high school and explained his proposal to restrict parking on certain segments of Elm Street as a first step in making the area safer for both motorists and pedestrians. Aldermen discussed their views on the problem and determined they wished to study the matter further.

RESULT:	FIRST READING
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H. An Ordinance of the City of Harrisonville, MO authorizing the Mayor to Sign MODOT Grant Amendments #2 (Project #13-110C-1 1&2), Allowing the Missouri Highways and Transportation Commission to Use Funds for the 2013 Airport Layout Plan/Airport GIS Project on the 2015 Airfield Maintenance Project

Airport Manager James Green discussed the two grants the city received from MoDot for airport projects and the fact the agency would like to close them out so funds could be transferred to other projects. Alderman Dickerson moved the bill be advanced to its second reading and Alderman Reece seconded. With the unanimous approval of the board on a roll call vote, the bill was read for a second time, and then passed unanimously on its final roll call vote. Mayor Hasek designated Council Bill 011 as Ordinance 3397.

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

I. An Ordinance of the City of Harrisonville, MO authorizing the Mayor to Sign MODOT Grant Amendments #2 (Project #15-110C-1 1&2), Allowing the Missouri Highways and Transportation Commission to Use Funds for the 2013 Airport Layout Plan/Airport GIS Project on the 2015 Airfield Maintenance Project

Airport Manager James Green explained this bill covered the second MoDot grant, and like the first, the agency would like to close it out and transfer funds to other projects. Alderman Dickerson moved the bill advance to a second reading and Alderman Reece seconded. Following unanimous approval on a roll call vote and the second reading, the bill was passed on a second roll call vote without objection. Mayor Hasek designated Council Bill 012 to be Ordinance 3398.

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

J. An Ordinance of the Board of Aldermen to Authorize the Mayor to Appoint a City Clerk for the City of Harrisonville, Missouri

The board took no action on this agenda item.

K. Report of Electric Billing Corrections/Authorize Payment Agreement

Finance Director McCoy reminded the aldermen of the errors in the utility billing software that were discovered last year. She discussed the resulting number of accounts which have overages and underages for electric billing. She asked the board's approval to enter into payment agreements for two accounts which exceed the \$15,000 limit authorized in Ordinance 3380. Alderman Dickerson moved that staff draw up payment arrangements as stipulated in Ordinance 3380 and Alderman Turner seconded. The motion passed, 8-0.

RESULT:	DISCUSSION
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L. Discussion with Chuck Taylor, The Ranch

Mr. Chuck Taylor thanked the board for all the information that had been provided to him. He said he is looking at different invoices received in the past and how the impact fees applied. He indicated he intends to continue his research. He encouraged the board to work on the process for issuing building permits to make it both easier and more efficient. Mayor Hasek said the city will continue to refine and improve the current system. Alderman Bockelman asked Mr. Taylor if he will be ready to continue the discussion at the Feb. 21 meeting or, if not, he said Mr. Taylor could simply arrange with City Administrator Welch when he would next like to speak to the board.

7. Aldermen and Committee Reports

Alderman Bowman reported that Keys to Community will hold a Valentine's Dinner, Feb. 14, at the Chamber of Commerce. She invited the public to join them.

Alderman Bockelman said he noticed the six month Financial Statement in the paper and next time he would like to see an explanation from Finance Director McCoy to help people

understand the information. He said he is also glad to see City Administrator Welch has an open door policy.

Alderman Reece thanked those in attendance and said she is glad to see members of the community attend the meetings.

Alderman Dickerson said he had attended a pre-construction meeting for the Water Treatment Plant and it was very productive.

Alderman Long welcomed Mr. Williamson who will shortly open the tattoo shop.

Aldermen Milner, Turner and Stafford had no reports.

8. Report from the City Administrator

Mr. Welch thanked the audience and the board for their welcome. He pointed out to the aldermen that the Departmental Review report will now be included in the agenda packet and highlighted certain news items included in the document.

A. Departmental Review

9. Report from the Mayor

Mayor Hasek said he had received information from the State Auditor that the draft report is written and will be presented to the aldermen in closed session in the near future. The city will have a chance to respond before the final report is released to the public, probably around April 1. He reminded people that the next aldermen meeting will be Tuesday, Feb. 21 because of the President's Day holiday on Feb. 20. He also said he will be attending the Missouri Municipal League Conference Feb. 14 & 15 in Jefferson City. In closing, he welcomed Mr. Welch to Harrisonville.

10. Adjourn to Executive Session - Litigation (610.021(1)); Personnel (RSMo. 610.021(3))

Alderman Dickerson moved and Alderman Milner seconded the motion to go into Executive Session to consider Litigation (RSMo. 610.021 (1)) and Personnel (RSMo. 610.021 (3)). Motion passed unanimously on a roll call vote. Meeting adjourned to Executive Session at 8:16 p.m. and reconvened to Regular Session at 8:44 p.m.

11. Adjourn From Regular Session

Alderman Milner moved the meeting be adjourned; Alderman Turner seconded. Motion passed, 8-0. Meeting adjourned at 8:44 p.m.

Brian Hasek, Mayor & Ex-Officio

Regular Meeting**Monday, February 6, 2017****7:00 PM**

Chairman of the Board of Aldermen

ATTEST:

Sheryl Stanley, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 6, 2017 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 13, 2017
SUBJECT: Parking on Elm Street near the High School

Type of Item: *Approval*

Type of Item: *Amendment to the Ordinance*

Issue: Safety concern regarding the parking on Elm Street near high School.

Background: The Harrisonville Cares Coalition has identified the parking in the area of the Harrisonville High School as an area of concern. These identified concerns were brought forward to the Public Safety Committee with their recommendation that these concerns be brought forward to the Board of Alderman at their next meeting. Those recommendations for Elm Street are as follows:

In the area of the High School from Price Street east to Mechanic Street will be designated as No Parking and No Standing at all times on the south side of the street. It currently is No Parking from 9:00 am until 2:00 pm. On the north side (High School side) of the street, Elm Street will be designated No Parking at all times from the Tri-Cor Building to the stop sign at the intersection of Elm and Price Streets.

The area of Elm Street immediately south of Price Street to Halsey Street, will be designated No Parking on the South side of the street at all times and No Parking on the North (curbed) side from 7 a.m. until 4 p.m. on school days.

Letters to the residents in the area were mailed on Monday January 30, 2016 advising them of the proposed changes and Board of Alderman meeting.

Recommendation: Although there has not been a significant amount of accidents in the area of concern but I feel the if it is left unchanged it will just be a matter of time before we incur a significant problem. The volume of traffic in the area before and after school is significant to support the change. The High School will begin a new traffic pattern for pick up on February 2, 2017 and these new parking safety regulations will mesh with the traffic pattern perfectly. Staff recommends approval for these new parking regulations. Please contact me at the office if you have any questions or concerns regarding these new regulations.

Council Bill No. 010, Second Reading

Ordinance No.

**AN ORDINANCE AMENDING SECTION 355.010, SCHEDULE 2, OF THE
HARRISONVILLE CODE OF ORDINANCES REGARDING PARKING/NO
PARKING ON ELM STREET**

WHEREAS, the City Staff evaluated the parking restrictions along Elm Street in the vicinity of Harrisonville High School; and

WHEREAS, the Board of Aldermen finds and declares that no parking zones shall be established in the following locations set out below for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Harrisonville.

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

Section 1. Severability. If any section, subsection, sentence, clause, phase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 2. That Section 355.010 Schedule 2 of the Harrisonville Code of Ordinances is amended to include the no parking restrictions as set forth in Section 3.

Section 3: That from and after the effective date of this ordinance, parking shall be prohibited as hereinafter described

No Parking and No Standing at any time on the south side of Elm Street from Price Street, east to Mechanic Street.

No Parking at any time on the north side of Elm Street from the Tri-Cor Building to the intersection of Elm and Price Street.

No Parking at any time on the south side of Elm Street from Price Street to Halsey Street.

No Parking on the north side of Elm Street from 7 a.m. until 4 p.m. when school is in session.

Section 4. That the City Administrator is hereby directed to establish the necessary signs to advise the public of this ordinance.

Section 5. That any violation of this ordinance shall be punishable as provided by the Code of Ordinances, City of Harrisonville, Section 355.120.

Section 6. *Effective Date.* That this ordinance shall become effective immediately upon its passage and approval and the establishment of the signs provided for in Section 2 hereof.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ FOR THE FIRST TIME BY TITLE ONLY ON FEBRUARY 6, 2017, AND FOR THE SECOND TIME BY TITLE ONLY ON FEBRUARY 21, 2017, AND PASSED BY THE BOARD OF ALDERMEN THIS 21st DAY OF FEBRUARY 2017.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

Approved by the Mayor this 21st day of February 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 13, 2017
SUBJECT: Hangar Lease Approval

Type of Item: *Approval*

City Administrator Welch asks the board's approval to sign and execute the attached hangar lease for Lawrence Smith Memorial Airport with Mr. Havis Wright.

B. Action Item (ID # 2450)

Hangar Lease Approval

Attachments:

H. Wright Hangar Lease (PDF)

HANGAR LEASE
CITY OF HARRISONVILLE
LAWRENCE SMITH MEMORIAL AIRPORT

THIS LEASE ("lease"), made this 1 day of Feb, 2017, between the City of Harrisonville, Missouri, (hereinafter "City") a municipal corporation and Harris Wright, a lessee (hereinafter "Tenant").

In consideration of the sum of \$ 120 dollars per month ("rent"), payable in advance upon receipt of billing, the City hereby leases to Tenant in its present condition Hangar No. 6 located at the Lawrence Smith Memorial Airport ("Premises") beginning the 1 day of Feb, 2017, for a term of one month and continuing on a month to month basis, under all the conditions and agreements contained in this lease, until such time as written notice of termination is provided by either party as provided in paragraph 20.

Payment under this lease is to be made to:

City of Harrisonville
Attn: Debbie Goss
P.O. Box 367
300 East Pearl Street
Harrisonville, MO 64701

Rent is due each month on the first day of each month. A five (5%) percent late fee will apply to any rent payment that is over ten (10) days late. Any electricity usage in addition to the agreed upon amount set forth in Paragraph 11 hereof as being paid by the City will be billed separately by the City and paid for by Tenant as additional rent. In consideration of this lease and the agreements expressed below, parties agree as follows:

1. Tenant agrees to accept the Premises on an "as is" basis and to keep them free from trash, debris, danger of fire or any nuisance, and return the same, at the termination of this lease, in the same condition as received by Tenant; usual wear and tear excepted, and to notify the City of any work or repair required to maintain the property in the condition as received.
2. Tenant agrees to use the Premises only for the storage and housing of aircraft and shall not use the Premises for any commercial business, enterprise or activity.
3. Tenant shall not sublet or allow any other person to come in with or under him or assign this lease or any part thereof by his act, process or operation of law, or in any other manner whatsoever without the written consent of the City endorsed on this lease.
4. Tenant agrees to request and obtain written consent of the City prior to making any alteration to the Premises. Any such alterations must meet the City's code requirements in effect at the time of such proposed alterations, including any requirement to

New tenant lease

Attachment: H. Wright Hangar Lease (2450 : Hangar Lease Approval)

obtain permits unless otherwise provided in a separate written agreement between the parties hereto. Tenant shall be responsible for the cost of any alteration. Tenant shall be liable to the City for all costs incurred by the City as a result of an alteration made without the City's consent or not in compliance with all applicable City codes.

5. Tenant agrees to permit the City's agent to have at any reasonable time, the full and unrestricted right to enter the Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this lease.

6. Tenant agrees to comply with all City ordinances and the laws of the State of Missouri and shall indemnify and save harmless the City for or on account of all charges or damages for non-observance thereof. Tenant acknowledges receipt of a copy of this lease.

7. Tenant shall indemnify and hold harmless the City, its agents, officers, representatives, and employees from all loss, and against all liability of any nature arising directly or indirectly out of the activities of Tenant, its agents, servants, guests or business visitors under this lease or by reason of any act or omission of those people.

8. Tenant agrees that it will not hold the City, its agents, officers, representatives, or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other cause except by the intentional or willful act of the City, whether that cause be loss to any airplane, automobile, personal property or any part thereof that may be located or stored in the hangar, aprons, field or any other location at the Lawrence Smith Memorial Airport. Tenant further agrees that the airplane(s) and its contents are parked on the Premises at Tenant's risk.

9. Tenant shall not:

- (a) Use the Premises or permit the use thereof in such manner as to make void or increase the rate on insurance thereon;
- (b) Store flammable liquids, bases or flares within the rented Premises; however, Tenant may store aviation oil in a sealed container;
- (c) Paint, dope or spray paint aircraft or any other items within the Premises;
- (d) Fuel or defuel aircraft within the rented Premises;
- (e) Store automobiles, boats, trailers or other devices not directly associated with operation or maintenance of the tenant's aircraft, within the Premises without the written consent of the City; however, Tenant may temporarily park operable motor vehicles in designated areas while the aircraft is being used;
- (f) Store aircraft within the Premises that exceed the 12,500 pound weight bearing capacity of the Premises;

(g) Operate or allow the operation of electric heaters, appliances or similar electrical devices within the rented Premises unless the Tenant or Tenant's agent, servant or employee is present during the operation of such devices; or

(h) Use the Premises for any commercial or business purposes not expressly authorized in writing by the City.

10. Tenant shall have the right to use all public areas of the airport, including runways, taxi-ways, and related airport facilities customarily used by the air traveling public.

11. All electricity usage is to be paid by the City unless the monthly amount exceeds 70 kwh whereby the City will then issue individual bills for which the tenant will be responsible.

12. City agrees to maintain the Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this lease.

13. City agrees to provide adequate trash collection service to the Premises for normal operations. Tenant is responsible for disposal of all hazardous materials.

14. If during the term of this lease, the Premises are destroyed or so damaged by fire or other unavoidable casualty as to become unusable, either party may terminate the lease by giving written notice of the intention to do so within five (5) days after such casualty.

15. Tenant agrees that in the event of failure to comply with the terms and conditions of this lease, including failure to pay designated rent for more than sixty (60) days, Tenant shall be considered in default and this lease, at the option of the City, shall terminate. If the Tenant is declared to be in default, the City may take immediate possession of the Premises and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said default, all rights of Lessee shall be forfeited, provided, however, the City shall have and reserve all of its available remedies at law as a result of said breach of this lease. Failure of the City to declare this lease terminated upon default of Lessee for any of the reasons set out shall not operate to bar, destroy, or waive the right of the City to terminate this lease by reason of any subsequent violation of the terms hereof.

16. During time of war or national emergency, the City shall have the right to enter into any agreement with the United States government for military use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this lease insofar as they are inconsistent therewith shall be suspended.

17. There is hereby reserved to the City for the use and benefit of the public, a free and unrestricted right of flight of the public and free and unrestricted right of flight for the passage of aircraft in the air space above the Premises herein described together with the right to cause in said air space such noise as may be inherent to the operation of aircraft.

18. The Tenant hereby deposits with the City and the City acknowledges receipt of the sum equal to one (1) month's rent as a security deposit for the Premises. Upon termination of this lease and upon acceptance of the Premises by the City, said security deposit shall be returned to the Tenant without interest provided Tenant's rental payments and any other account with the City are paid in full. Should Tenant return the Premises in a condition unacceptable to the City, the City reserves the right to deduct from said deposit the amount required to restore the Premises to the condition prior to this lease, except for usual wear and tear, or to credit said deposit against any delinquent rental payments.

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

20. The City from time to time may amend the monthly lease rate recited above by providing Tenant with at least thirty (30) days written notice of the amended rate(s).

21. The City or Tenant may terminate this lease, with or without cause, by delivering written notice of termination not less than thirty (30) days prior to the effective date of termination. If termination is effective on or before the fifteenth (15th) of the calendar month, and the rent is current and paid, Tenant shall be entitled to a refund of one-half month's rent. If termination is effective after the fifteenth (15th) of the calendar month, Tenant shall not be entitled to any refund of that month's rent.

22. Tenant, at its sole cost and expense, shall obtain and maintain such insurance as Tenant deems necessary in order to protect its interest in connection with Tenant's use of the Premise. The City shall have no responsibility or obligation whatsoever to provide Tenant with any insurance or policies of indemnity in connection with Tenant's use of the Premises.

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

(a) If the Tenant defaults in the payment of rent, or defaults in the prompt and full performance of any other provision of this lease, and such default continues for ten (10) days after notice of certified mail by the City, or if the leasehold interest of the Tenant is levied upon under execution or be attached by process of the law, or if Tenant abandons the Premises; then in any such event the City may at its election on ten (10) days notice by certified mail of such election to Tenant, terminate the lease and the Tenant's right to possession of the Premises. Nothing herein shall be construed so as to relieve the Tenant of any obligation, including the payment of rental, as provided in the lease.

(b) Upon any termination of this lease, whether by lapse of time or otherwise, the Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to the City, and Tenant hereby grants to the City full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Premises and to expel or remove the Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom at the expense of Tenant, and without relinquishing the City's right to rent or any other right given to the City hereunder or by operation of the applicable law.

(c) If the Tenant abandons the Premises or the City otherwise becomes entitled so to elect, and the City elects to terminate the Tenant's right to possession only, without terminating the lease, the City may, at the City's option, enter into the Premises, remove the Tenant's possessions and other evidence of tenancy, and take and hold possession thereof, without such entry and possession terminating the lease or releasing the Tenant, in whole or in part, from the Tenant's obligation to pay the Rent hereunder for the full term hereof. Upon and after entry into possession without termination of the lease, the City may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by the City necessary or desirable, and the Tenant shall, upon demand, pay the cost thereof, together with the City's expenses of the reletting. All rents collected by City upon the reletting of the Premises (including court costs, attorneys' fees) and for repairs, alterations and additions in or to the Premises for reletting, and all other expenses and commissions (including court costs, attorneys' fees and brokerage fees) incurred by City in connection with reletting the Premises, and then to the fulfillment of the covenants of Tenant under this lease. If the consideration collected by the City upon any such reletting for the Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this lease, together with the cost of repairs, alterations, additions, redecorating and the City's expenses, the Tenant shall pay to the City the amount of each monthly deficiency upon demand. Tenant shall have no authority whatsoever to collect any rent or moneys due from any subtenant or sublessee collected by the City relation to the Premises.

(d) Any and all property which may be removed from the Premises by the City pursuant to the Authority of this lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the City at the risk, cost and expense of the Tenant, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the City, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the City's possession or under the City's control. Any such property of the Tenant retaken from storage by the Tenant within thirty (30) days after the end of the term or of the Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by the Tenant. The Tenant will be held liable for storage.

(e) The Tenant agrees that if it shall at any time fail to make any payment or perform any other act on its part to be made or performed under this lease, the City may, but shall not be obligated to, and after reasonable notice or demand and without

waiving, or releasing the Tenant from any obligation under this lease, make such payment or perform such other act to the extent the City may deem desirable, and in connection therewith to sums so paid by the City and all expenses incurred in connection therewith, together with interest thereon at the rate of fifteen percent (15%) per annum from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of any installment of rent thereafter becoming due and the City shall have the same rights and remedies for the nonpayment thereof, or of any other additional rent, as in the case of default in the payment of rent.

(f) Nothing contained in this Paragraph 23 shall be deemed to permit the City to confiscate or otherwise possess any aircraft located on the Premises for the purpose of permanent ownership of such aircraft by the City. It is agreed to and acknowledged by the parties hereto that the City's remedies set forth above, which include removal of property of the Tenant in the event of a default by Tenant hereunder, shall be for the purpose of permitting the City to use the Premises for such other purposes as it deems necessary, but not for the purpose of obtaining ownership of Tenant's aircraft.

Attachment: H. Wright Hangar Lease (2450 : Hangar Lease Approval)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

TENANT

CITY OF HARRISONVILLE

X Havis Wright

PRINTED NAME

X [Signature]

X [Tenant Billing Data

NAME

Havis Wright

ADDRESS

18711 S. Parrott Farm Rd.

CITY

Pleasant Hill ZIP 64080

HOME PHONE

816-322-6673

WORK PHONE

E-MAIL

ebwmwflyer@hotmail.com

CELL PHONE

816-729-3128

Attachment: H. Wright Hangar Lease (2450 : Hangar Lease Approval)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: February 15, 2017
SUBJECT: 2017 Police SUV Purchase

Type of Item: *Purchase*

Issue: Authorization to purchase replacement (patrol) vehicles for the Police Department.

Background: The 2017 City of Harrisonville annual budget contains \$71,271.00 for the replacement of two (2) patrol vehicle SUVs for the police department. This budget also contains funds to purchase needed emergency equipment to equip these vehicles. In 2017 the State of Missouri awarded the state contract for Ford police vehicles to Bommarito Ford of Hazelwood, Missouri. The state contract price, equipped as needed, for a delivered 2017 Ford Police Interceptor (SUV) is \$29,052.00 for a delivered vehicle to Harrisonville. This price includes \$366 for the delivery charge (\$1.50 per mile). A local price quote was obtained for comparison from Max Ford, Harrisonville, Missouri, where the same equipped vehicle can be purchased for \$28,742.28 for the same vehicle.

Recommendation: Staff recommends that Max Ford's price quote of \$28,742.28 for the 2017 Police Interceptor SUV be accepted for a total purchase price of \$57,484.56 for both vehicles.

The remaining budget balance will be used to purchase any necessary emergency equipment needed for the vehicle. We anticipate 8 to 10 weeks for delivery. If you have any questions or concerns please feel free to contact me at the office.

Council Bill No. 013**Resolution No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH MAX FORD FOR THE PURCHASE OF
TWO (2) 2017 POLICE INTERCEPTOR SUV'S AT A PRICE NOT TO EXCEED
\$28,742.28 EACH, FOR A TOTAL EXPENDITURE NOT TO EXCEED
\$57,484.56.**

WHEREAS, the City of Harrisonville has determined that Max Ford is competent to perform services for the City of Harrisonville; and

WHEREAS, Max Ford agrees to perform services for the City of Harrisonville;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Max Ford for the purchase of two (2) 2017 Police Interceptor SUV's for a total expenditure not to exceed \$57,484.56

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

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 21st day of February 2017.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

WITNESS my hand and seal this 21st day of February 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: February 14, 2017
SUBJECT: Update to FEMA Ordinance

Type of Item: *Approval*

This item is to update the City's floodplain management ordinance to conform to the Federal Emergency Management Agency's (FEMA) requirements.

Issue:

Periodically FEMA and the State of Missouri will update the requirements for municipalities to regulate their floodplains. This modification will be an additional paragraph to the Municipal Code of Ordinances Section 420.150 General Standards.

Council Bill No. 014**Ordinance No.****An Ordinance of the Board of Aldermen of Harrisonville, Missouri to Amend
Article IV, Section 420.150 Of The Harrisonville Code of Ordinances**

Whereas, the Harrisonville Board of Aldermen wishes to update the City's code of ordinances to conform to the Federal Emergency Management Agency's (FEMA) requirements,

NOW THEREFORE BE IT ORDAINED BY THE HARRISONVILLE BOARD OF ALDERMEN AS FOLLOWS:

Section 1: That the following shall be inserted into Article IV, Section 420.150, General Standards, of the Harrisonville City Code.

G. Cumulative Improvement. A structure may be improved (remodeled or enlarged) without conforming to current requirements for elevation so long as the cumulative value of all work done within the last five calendar years does not exceed 50 percent of the structure's current market value. If the cumulative value of the improvement exceeds 50 percent of the structure's current market value, the structure must be brought into compliance with Article 4, Section B(1) which requires elevation of residential structures to or above the base flood elevation or the elevation/floodproofing of non-residential structures to or above the base flood elevation.

Section 2 Effective Date. That this ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ TWO TIMES BY TITLE ONLY ON February 21, 2017 AND PASSED BY THE BOARD OF ALDERMEN THIS 21st DAY OF FEBRUARY 2017.

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Sheryl Stanley, Deputy City Clerk

APPROVED by the Mayor this 21st day of February 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 16, 2017
SUBJECT: Departmental Review

Type of Item: *Report*

Attached is our most recent Departmental Review.

A. Action Item (ID # 2453)

Departmental Review, February 15, 2017

Attachments:

Feb. 15, 2017 (PDF)



Departmental Review

Wednesday, February 15, 2017

News & Notes

Staffing -- Our staffing efforts are moving forward. Rachel Uptergrove, new assistant parks and recreation director, is now on site. An offer was made to Mr. Chris Arthur of Blairstown to be our building official, and he has accepted. We expect him to start February 28. Members of the application review committee for fire chief/EMS director have received copies of those submissions so they can begin work. Their first meeting will be Thursday, Feb. 23, 2 p.m. At present, we are accepting applications for city clerk, accounting specialist, and the codes compliance/building inspector. In addition, Jim Clarke, economic development manager, expressed an interest in the Community Development Director position and will transition into that role while continuing to work on economic development matters.

Street Patching – While the mild weather allows, street crews are working on patching. Meadowlark is currently the focus of their attention to keep it in good shape.

Missouri Public Energy Pool Meeting (MoPEP) – I will be attending the Missouri Public Energy Pool Services and Rates Committee meeting on Wednesday, February 22, in Columbia.

Meetings / Executive Sessions / Work Sessions

Tuesday, Feb. 21, 7 p.m. -- Board of Aldermen Meeting

- Proclamation: FFA Week
- 2nd reading: Parking/No Parking on Elm Street
- Hangar Lease for Airport
- Resolution: Purchase police cars
- Ordinance: New FEMA requirements
- Further discussion with Chuck Taylor (tentative)

Monday, Mar. 6, 7 p.m. -- Board of Aldermen Meeting

- Service Award: Chris Osterberg, police, 15 years
- Institute 20% rule on speeding – ask for support of board
- Resolution: Ambulance Purchase
- Resolution: Purchase Mower for Water Treatment Plant

- Ordinance: Re-approps
- Ordinance: New lease agreement for trap & skeet range

Tuesday, Mar. 7, 6 p.m. – Public Works Committee Meeting

Monday, Mar. 20, 7 p.m. -- Board of Aldermen Meeting

Monday, April 3, 7 p.m. – Board of Aldermen Meeting

- Service Award: Sean Murray, Police, 15 years
- Purchase Street Dept. truck (tentative – maybe sooner)

Tuesday, April 4, 6 p.m. – Public Works Committee

- Single phase demand meters

Monday, April 17, 7 p.m. – Board of Aldermen Meeting

Special Events

Feb. 20 – Presidents Day. City Offices will be closed; Community Center will be open on its regular schedule. Board of Aldermen meeting will move to Tuesday, Feb. 21.