



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 21, 2018
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award Honoring Gabe Dalton for 20 Years of Loyal Service to the City of Harrisonville**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - May 7, 2018 7:00 PM**
 - B. Minutes of May 7, 2018 Executive Session**
- 6. Agenda Items**
 - A. Re-Appoint April McLaughlin and Claudia Kauzlarich to 3-Year Terms on the Historic Preservation Commission**
 - B. Special Event Permit: Life Issues 5k Recovery Walk**
 - C. Special Event Permit: 2018 BDF Application**
 - D. Approval: Cass County Library requests electric hook up for Bookmobile while parked in city lot**
 - E. Approve Selection of 457 Retirement Plan Provider**
 - F. Approve Use of WEX Gas Card**
 - G. 2nd Reading, Council Bill 32: An Ordinance to Amend Chapter 435, Sign Regulations, of the Code of Ordinances of the City of Harrisonville, Missouri by Amending Section 435.120: Temporary Signs Concerning Election Signs within the City of Harrisonville, Missouri**

- H. **Council Bill 34: A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri to authorize the City Administrator to execute an agreement with Wald Fireworks to provide the 2018 fireworks show in an amount not to exceed \$12,000.00.**
 - I. **Council Bill 35: A Resolution Authorizing the City Administrator to Execute an Agreement between the City Of Harrisonville and Cass Regional Medical Center for Patient Transportation Services by the Harrisonville Emergency Services Department.**
 - J. **Council Bill 36: An Ordinance to Repeal Ordinance No. 3433 of the Code of Ordinances of the City of Harrisonville that Amended Section 700.480, Sewer Service Rates, and Reenact in lieu thereof the original Sewer Rates codified in Section 700.480 B. 1. And B.2. and establishing an effective date.**
 - K. **Council Bill 37: An Ordinance ratifying Ordinance Number 3434 that amended Section 205, Article V, Fireworks, of the Harrisonville Code of Ordinances, Reaffirming the Amended Language, And Establishing An Effective Date.**
- 7. **Aldermen and Committee Reports**
 - 8. **Report from the City Administrator**
 - A. **City Admin Rpt 5-21-18**
 - 9. **Report from the Mayor**
 - 10. **Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 17th day of May 2018

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



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: May 14, 2018
SUBJECT: Service Award -- Gabe Dalton

Type of Item: *Report*

Gabe Dalton, Community Center maintenance supervisor, started working for the city in 1998. Tonight, we honor him for 20 years of loyal service.

A. Action Item (ID # 2877)

A Service Award Honoring Gabe Dalton for 20 Years of Loyal Service to the City of Harrisonville



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 7, 2018
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	
Jessica Levens	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were: City Administrator Happy Welch, City Attorney John Fairfield, Police Chief John Hofer, Public Works Director Eric Patterson, HES Director Eric Myler and City Clerk Randall Jones Recording.

3. **Ceremonial Matters**

- A. **A Service Award Honoring Dennis Culpepper for 30 Years of Loyal Service to the City of Harrisonville**

Mayor Hasek presented Dennis Culpepper with service award for 30 years of service to the City.

- B. **Proclamation: Police Week, May 13-19**

Mayor Hasek presented proclamation to Police Department in honor of Police Week May 13 through 19, 2018.

- C. **Proclamation: National EMS Week, May 20-26, 2018**

Mayor Hasek presented proclamation to EMS Department in honor of National EMS Week May 20 through 26, 2018.

4. Public Participation

Steve Tiedeman, 1710 Ann Avenue, representing the American Legion, who would like to bring the Vietnam Memorial Wall to Harrisonville in 2019. The Legion has already begun fundraising to pay for this project. They would need to secure a place to display the wall while in Harrisonville. Alderman Bockelman asked if it could be placed on private property - yes and also how much land would be needed - about an acre. City Administrator Welch gave him his contact information. Alderman Bowman thanked him for his service.

Adam Malone, 1300 S. Halsey Ave, addressed the Mayor and Board about the closing of the boat ramp at Lake Harrisonville. Mayor Hasek gave explanation of the problems with the boat ramp and that it would be addressed when water levels drop. It was questioned about using the old gravel ramp to the side. Malone also asked about putting up a sign stating City would not be responsible for damage or accidents. City Attorney Fairfield stated that a sign would not be adequate. Alderman Reece asked about a timeline for a plan to repair the ramp. Mayor Hasek stated not a set time, but would be keeping eye on water levels. Alderman Milner asked about possibly refunding boat permit fees collected and Public Works Director Patterson stated that the utility department had already begun this process. Mayor Hasek suggested that this topic should be brought to the Public Works Committee. Alderman Milner asked Public Works Director Patterson to find some quotes on temporary dam to repair boat ramp and Mayor Hasek asked him to take some photos before the next meeting.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Apr 16, 2018 7:00 PM

Motion to accept with amendment to Aldermen and Committee Reports section under Alderman Bowman's statement, changing last sentence to read as follows: "Alderman Bowman announced that on May 1st a delegation from Nepal will be meeting with elected officials from the County and some surrounding municipalities. She stated she was honored to work with Congresswoman Vicky Hartzler who was a huge help in communicating with the U.S. Embassy." Motion was made by Alderman Turner and second by Alderman Milner. Motion carried.

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

6. Agenda Items

A. Harrisonville Middle School 5K

Staff report presented by Chief Hofer.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Turner, Board Member

SECONDER: Clint Long, Board Member
AYES: Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

B. A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri Authorizing and Directing the City Administrator to Enter into a Change Order Agreement on Behalf of the City with KAT Excavating to Make Improvements to City Water Treatment Plant for an Amount of \$33,492.71

Motion to approve with amendment to read as follows "improvements to City Water Treatment Plant for an amount of \$33,492.71". Motion made by Alderman Dickerson with second by Alderman Long. Motion carried with all ayes. Upon passage, Mayor Hasek designated it to be Resolution #18-18.

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

C. An Ordinance of the Board of Aldermen of Harrisonville, Missouri Repealing Section 405.350 of the City Code and Enacting In Lieu Thereof a New Section 405.350 Composition of Historic Preservation Commission.

Staff report presented by City Administrator Happy Welch. Motion to suspend ruling and move the bill to its second reading by Alderman Dickerson and second by Alderman Long. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Upon passage, Mayor Hasek designated it to be Ordinance #3437.

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

D. An Ordinance to Amend Chapter 435, Sign Regulations, of the Code of Ordinances of the City of Harrisonville, Missouri by Amending Section 435.120: Temporary Signs Concerning Election Signs within the City of Harrisonville, Missouri

Alderman Milner asked what made difference for restrictions on different types of signs within the city limits. City Attorney Fairfield gave explanation of political signs and what this amendment would do. Mayor Hasek stated the sign regulations need to be revised. Alderman Turner asked about banners on private property. Alderman Levsen asked about larger signs possibly needing prior City approval. Motion was made to suspend the ruling and move the bill to its second reading by Alderman Dickerson with second by Alderman Long. Roll call vote: Alderman Bowman nay, Alderman Bockelman aye, Alderman Reece nay, Alderman Milner nay, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Total vote: 5 ayes and 3 nays. Bill will be moved to next meeting for second reading.

RESULT: FIRST READING
Next: 5/21/2018 7:00 PM

- E. An Ordinance to Amend Chapter 405 Zoning Regulations, Article XXIII Rules of Procedures Governing Amendments and Special Use Permits, by Repealing Section 405.630 B. Fees – Sketch of Land in Question and enacting in lieu thereof a new Section 405.630 B. Fees – Sketch of Land in Question, Establishing a New Filing Fee Deposit when applying for a Special Use Permit or Rezoning, and Removing the Reduced Fees for Group Care Centers.**

Alderman Bowman asked how many letters would be covered with the proposed fee amount. Mayor Hasek stated that the fee would generally cover all necessary fees. Motion to suspend ruling and move the bill to its second reading by Alderman Milner and second by Alderman Turner. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Upon passage, Mayor Hasek designated it to be Ordinance #3438.

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

7. Aldermen and Committee Reports

Alderman Bowman stated that in regard to the election sign ordinance, in the interest of open government and transparency, she was pleased that it did not advance to a second reading. She would like to see opportunity for the residents and businesses of Harrisonville to render their opinion. Alderman Bowman noted she was wearing a scarf that was a gift from the delegation from Nepal. They had a great day and a great information exchange and opportunity to extend an international handshake. She expressed her thanks to Senator Ed Emery for providing a resolution, Representative Donna Pfautsch for letter of welcome and to Congresswoman Vicky Hartzler for her assistance.

Alderman Reece commended the Harrisonville Fire Department for how they handled a recent family issue.

Alderman Milner also commended the Fire Department and reminded everyone that they will change out/check smoke detectors.

Alderman Levsen reminded everyone of Teacher Appreciation Day.

8. Report from the City Administrator

A. City Admin Report 5-7-18

Administrator report was presented. He reminded everyone about the storm siren testing to begin this month.

9. Report from the Mayor

Mayor Hasek asked about when the storm sirens are sounded. City Administrator Welch explained that the City has spotters watching for rotations and also that our Emergency Management Director is in contact with the National Weather Service in Pleasant Hill. He reminded everyone about the Citywide Clean Up this weekend and also about Junk in the Trunk begins this Saturday on the Square. Mayor Hasek announced that he is the proud parent of a college graduate.

10. Adjourn to Executive Session: (RSMo. 610.021(1)) Legal & Confidential Communications

Motion to adjourn to Executive Session pursuant to RSMo.610.021(1) Legal and Confidential by Alderman Dickerson and second by Alderman Long. Roll call vote: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Motion carried at 8:20 p.m.

11. Adjourn From Regular Session

Meeting reconvened to regular session at 9:00 p.m. and a motion was made by Alderman Turner and second by Alderman Milner to adjourn. Motion carried. Meeting closed at 9:00 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of May 7, 2018 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: May 17, 2018
SUBJECT: Re-Appoint HPC Members

Type of Item: *Appointment*

April McLaughlin and Claudia Kauzlarich, whose terms on the Harrisonville Historic Preservation Commission are expiring this month, have indicated their desire to continue serving on this volunteer board. We respectfully ask that each one be re-appointed for another 3-year term.

A. Action Item (ID # 2886)

Re-Appoint April McLaughlin and Claudia Kauzlarich to 3-Year Terms on the Historic Preservation Commission



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 15, 2018
SUBJECT: Life Issues 5k Recovery Walk

Type of Item: *Approval*

Type of Item: *Action Item*

Issue: Heartland Baptist Fellowship 4.4 mile Walk event
 scheduled for August 31, 2018 from 6:30 pm to 10:00 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 sixth 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 years event staff recommends approval for this event as long as all state laws and city ordinances are followed.

B. Action Item (ID # 2879)

Special Event Permit: Life Issues 5k Recovery Walk

Attachments:

Life Issues 2018 (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 August 31st 6:30PM until 10PM
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 6th 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



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 1, 2018
SUBJECT: 2018 BDF Application

Type of Item: *Approval*

Type of Item: *Action Item*

Issue: The Harrisonville Chamber of Commerce has requested an event permit for the Burnt District Festival scheduled for October 5th and October 6, 2018 for the historic Harrisonville square and areas surrounding.

Background: If approved, this will be the 9th year for the event. The Chamber of Commerce has several requests of the City for this event which are listed below along with associated costs and explanations:

- 1) **Parade** - Actual cost for this request in 2017 was \$895.38. The usage of the HPD VIPS program to assist with this request was very helpful with keeping the costs down for this request. All City of Harrisonville parade rules and regulations must be followed.
- 2) **Band** - The cost to provide electricity for this request is included in Request #7.
-) **Beer sales** - To accommodate this request the applicant will need to obtain proper licensing from the State of Missouri to serve the alcohol. The applicant has requested use of Wall Street between Main and Independence for the location of the beer garden tent. The applicant has agreed to fence off the area and limit access by having only one main entry/exit point. Two off-duty Harrisonville police officers will be assigned specifically to the entertainment beer garden tent while live music is being played. The Chamber has agreed to hire off-duty Harrisonville Police Officers at a rate of \$35.00 per hour to provide security as requested for the patrons of the beer garden tent. Therefore there is no cost for City services for this request and this request has not changed from prior years.
-) **Stage and bleachers** - The Public Works Department, Parks Department, and the Street Department will set these items as requested and will remove these items either Sunday or Monday morning after the conclusion of the festival. Actual cost to provide these services in 2017 was \$623.80
-) **Trash pickup** - The City has provided this assistance each year of the festival and last year's actual cost to provide trash clean-up was \$2,258.55. The 40-yd. roll off dumpster has been provided as a donation from the local trash provider in the past. The roll-off container is estimated to cost \$350.00 for the event if not donated.

City employees will not enter the beer garden to assist with trash. To assist City personnel with trash clean-up a gator type vehicle is needed and the Chamber of Commerce will need to provide such a vehicle again this year. This item will increase this year as Mr. Welch has

asked the staff to work additional hours on Friday night.

-) **Police services**- The cost to provide this service last year was \$2,290.11. Off-duty officer will be assigned to the event area, excluding the Beer Garden, to provide Public Safety Security for patron attending the event. Officers working the festival will be on overtime and will provide foot patrol for the event area.

Off duty police officers will also provide overnight security for the event area on Friday evening, not to include the beer garden tent.

Emergency Services protection will be provided as needed but not staged in the area.

-) **Public Works** - The City's electric department will provide assistance with electric hook-up to both the square area as well as the beer garden tent. The public works department will set-up the hand washing station on Friday morning. The Chamber will need to arrange the delivery of the hand washing station to the square. The cost of providing these services last year was \$1,100.
-) **Security** - All security for the beer garden tent will be the responsibility of Chamber of Commerce. In year's past the chamber has hired off-duty Harrisonville Police Officers (2) while to provide security while the bands are playing in the beer garden tent and overnight security has been hired from the Freeman Police Department. Harrisonville's off-duty police rate is currently \$35.00 per hour. There is no cost to the City for this request.
-) **Event Area Map** - The City recommends no changes to the event area perimeter from last year's event. The event area is described as the Harrisonville historic square area to include Wall Street from Main Street to Wirt Street, Independence Street from Wall to Johnson Drive, Lexington Street from Wall Street to Johnson Drive, the green space west of the Library, and the four parking lots off Wall Street near the Cass County Library. Any and all requests to change to alter the event area needs to submitted to the City no later than July 1, 2018 to give staff adequate time to obtain Board of Alderman approval. There is no cost associated with this request.
-) **Timeline for Event** - The closing of the square early for set-up is not a concern of staff. (See the attached map of Chamber requested street closures.) Please keep in mind any businesses that may be affected by this closure. I will notify the businesses in the square area of the requested street closure and the date of the Board of Alderman meeting so that they can attend the meeting if they so choose. The cost to provide this service last year was \$241.26.
-) **Parking restriction** - The parking on Wall Street request is included in #10's response. The City now owns the parking lot on the North side of the square and staff would recommend using this area for parking for patrons of the event to elevate parking problems in other areas around the square. There is no costs associated with this request.
-) **Carnival** - The cost of this request is included in #7. The public works staff will provide metered water from the nearby hydrant for the carnival company and its animals. All rides will need to be inspected and authorized for use by the State of Missouri. Furthermore the carnival agrees to cease operations promptly at midnight each evening.

The city will shut down the parking lots around the library on Monday October 1st however Wirt Street will remain open to vehicular traffic until noon on Thursday October 4th. In

year's past I have received numerous complaints from neighboring businesses regarding the closure of the NW parking lot so early in the week.

For the past several years I have police line taped the area around one of the neighboring businesses to prevent juveniles access to the area. This business has incurred significant damage during the festival.

-) **Table & Chairs** - For several years the Parks Dept. has provided tables and chairs from North Park Activity Center for use in the beer garden tent. Again this year the Parks Dept. will deliver, set-up, tear down and remove all tables and chairs from the beer garden tent. Last year's cost associated with this request is \$142.54

- 14) **Wirt Lot** - Staff does not have any concerns with this request and there are no costs associated with the request. In the past these events have created no complaints or concerns.

In addition to the items listed above the Chamber of Commerce will be responsible for providing port-a-potties, no less than ten, to the predetermined locations. In the past the City provided the Insurance for the Parade portion of the event while the Chamber was responsible for the remaining event coverage. I would suggest following the same protocol this year.

As stated earlier, any changes or modifications to these requests or any additional requests need to be forwarded to the City no later than July 1, 2018 to ensure staff has adequate time to take the matter to the Board of Alderman if needed. Requests received after July 1, 2018 may be denied without Board of Alderman review.

Attachments:

Chamber Application

Chamber Requests

Event Layout Map

2017 BDF Actual Costs

Staff Memo

Parade Rules

C. **Action Item (ID # 2872)**

2018 BDF Application

Attachments:

BDF App 2018 (PDF)

BDF 2018 Chamber Requests(DOCX)

BDF 2018 Layout Map (JPG)

Memo - Chamber - Burnt District Festival 2018 (PDF)

Copy of BDF Actual Costs 2017 (A) (XLSX)

Parade Rules 01-01-2018 (PDF)

3/1/17

6.C.a

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Harrisonville Area Chamber of Commerce
2. Name of Applicant: Sara Craig & Obie Carl
Address: 106 S. Independence
Phone: 380-5271 Cell: 810-3373
3. Purpose of Event: Burnt District Festival
4. Proposed date(s) and time(s) of Event: October 5 - +October 6, 2018
5. Location(s) where event will be held: Harrisonville Square
and adjacent streets
6. Anticipated crowd size: 3000
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: Organized similar to previous years

APPROVED this _____ day of _____, 20 ____

Chief of Police

City Clerk

Sponsored by the: Harrisonville Chamber of Commerce
and City of Harrisonville

Burnt District Festival 2018

1. Parade – Saturday parade (October 6th) starting at 11am. Line-up at 9am and staging at the Harrisonville High School, with the parade commencing down Pearl Street turning North at Independence St., ending at the vacant lot just North of Vine St.. Restrict parking along the Parade route. Both vehicle entries and horse entries would be included in addition to pedestrian entries.
2. Band – Two Bands may be contracted to play on the square Friday & Saturday evening (October 5th & October 6th) until 11:00pm inside the beer garden.
3. Beer sales – Event liquor license via Chamber of Commerce application and approval from the city council authorizing beer sales at a fenced in area adjacent to the square on Wall St. Friday (October 5th) from 5pm to 11pm, and Saturday (October 6th) from 12pm to 11pm. This will be in the same location as last year.
4. Stage and bleachers – Stage and bleachers on the North side of the square to be placed on the bricks, facing the stage, set up Thursday or Friday morning and break-down at the conclusion of festival.
5. Trash pickup – Assistance from the city with trash pickup for the entire area including a 40 yard roll off container.
6. Police services– Assistance from the city with Police services and fire protection services. Keep watch during event including the carnival area. Additional security will be employed by the Chamber of Commerce pursuant to the Harrisonville Police Chief's recommendations regarding the beer sales parameter.
7. Public works – Assistance from the city with public works and electronic hookups.
8. Security – Security will be contracted by the Chamber of Commerce for the beer sales parameter and corner area of Wall St. & Independence St. to check Identification and maintain order and safety from 7pm-11pm Friday and Saturday night. Additional security will also be contracted for overnight security of beer sales location.
9. Event Area Map – The layout of the event will remain the same as last year.
10. Timeline for Event – Traffic to square closing from 5pm Thursday October 4th through 12pm Sunday October 7th.
11. Parking restriction – No parking on Wall St. between Main and S. Lake Street, from Thursday at 5pm through Sunday 8am. Permission and securing lot for vendor parking north of the Square.
12. Carnival – A carnival in the City parking lots between Marler & Lake just off of Wall St. The Lots will need to close Monday, October 1st, to accommodate the carnival company coming to town from a previous event. We will be contracting with Fun Times Show Carnival Company. This is the same company that worked with us in years past. The entire lots will be utilized by the carnival for their set up needs including water and electricity. They will start setting up Tuesday October 2nd in the entire parking lots leaving Wirt St. open until noon Thursday, October 4th.
13. Table & Chairs – As in previous years we need tables and chairs delivered to Wall St. on Friday October 6th
14. Wirt Lot – The use of the grassy Wirt Lot for a petting zoo and the Farmers Market.





MEMO

To: Mayor and Board of Alderman

From: John J. Hofer, Chief of Police

Date: April 30, 2018

Subject: Harrisonville Chamber of Commerce
Burnt District Festival

Type of Item: *Action Item*

Issue: The Harrisonville Chamber of Commerce has requested an event permit for the Burnt District Festival scheduled for October 5th and October 6, 2018 for the historic Harrisonville square and areas surrounding.

Background: If approved, this will be the 9th year for the event. The Chamber of Commerce has several requests of the City for this event which are listed below along with associated costs and explanations:

- 1) **Parade** – Actual cost for this request in 2017 was \$895.38. The usage of the HPD VIPS program to assist with this request was very helpful with keeping the costs down for this request.
- 2) **Band** – The cost to provide electricity for this request is included in Request #7.
- 3) **Beer sales** – To accommodate this request the applicant will need to obtain proper licensing from the State of Missouri to serve the alcohol. The applicant has requested use of Wall Street between Main and Independence for the location of the beer garden tent. The applicant has agreed to fence off the area and limit access by having only one main entry/exit point. Two off-duty Harrisonville police officers will be assigned specifically to the entertainment beer garden tent while live music is being played. The Chamber has agreed to hire off-duty Harrisonville Police Officers at a rate of \$35.00 per hour to provide security as requested for the patrons of the beer garden tent. Therefore there is no cost for City services for this request and this request has not changed from prior years.
- 4) **Stage and bleachers** – The Public Works Department, Parks Department, and the Street Department will set these items as requested and will remove these items either Sunday or Monday morning after the conclusion of the festival. Actual cost to provide these services in 2017 was \$623.80
- 5) **Trash pickup** – The City has provided this assistance each year of the festival and last year's actual cost to provide trash clean-up was \$2,258.55. The 40 yd roll off dumpster has been provided as a donation

Off duty police officers will also provide overnight security for the event area on Friday evening, not to include the beer garden tent.

Emergency Services protection will be provided as needed but not staged in the area.

- 7) **Public Works** - The City's electric department will provide assistance with electric hook-up to both the square area as well as the beer garden tent. The public works department will set-up the hand washing station on Friday morning. The Chamber will need to arrange the delivery of the hand washing station to the square. The cost of providing these services last year was \$1,100.
- 8) **Security** – All security for the beer garden tent will be the responsibility of Chamber of Commerce. In year's past the chamber has hired off-duty Harrisonville Police Officers (2) while to provide security while the bands are playing in the beer garden tent and overnight security has been hired from the Free-man Police Department. Harrisonville's off-duty police rate is currently \$35.00 per hour. There is no cost to the City for this request.
- 9) **Event Area Map** - The City recommends no changes to the event area perimeter from last year's event. The event area is described as the Harrisonville historic square area to include Wall Street from Main Street to Wirt Street, Independence Street from Wall to Johnson Drive, Lexington Street from Wall Street to Johnson Drive, the green space West of the Library, and the four parking lots off Wall Street near the Cass County Library. Any and all requests to change to alter the event area needs to be submitted to the City no later than July 1, 2018 to give staff adequate time to obtain Board of Alderman approval. There is no cost associated with this request.
- 10) **Timeline for Event** – The closing of the square early for set-up is not a concern of staff. (See the attached map of Chamber requested street closures.) Please keep in mind any businesses that may be affected by this closure. I will notify the businesses in the square area of the requested street closure and the date of the Board of Alderman meeting so that they can attend the meeting if they so choose. The cost to provide this service last year was \$241.26.
- 11) **Parking restriction** – The parking on Wall Street request is included in #10's response. The City now owns the parking lot on the North side of the square and staff would recommend using this area for parking for patrons of the event to alleviate parking problems in other areas around the square. There is no cost associated with this request.
- 12) **Carnival** - The cost of this request is included in #7. The public works staff will provide metered water from the nearby hydrant for the carnival company and its animals. All rides will need to be inspected and authorized for use by the State of Missouri. Furthermore the carnival agrees to cease operations promptly at midnight each evening.

The city will shut down the parking lots around the library on Monday October 1st however Wirt Street

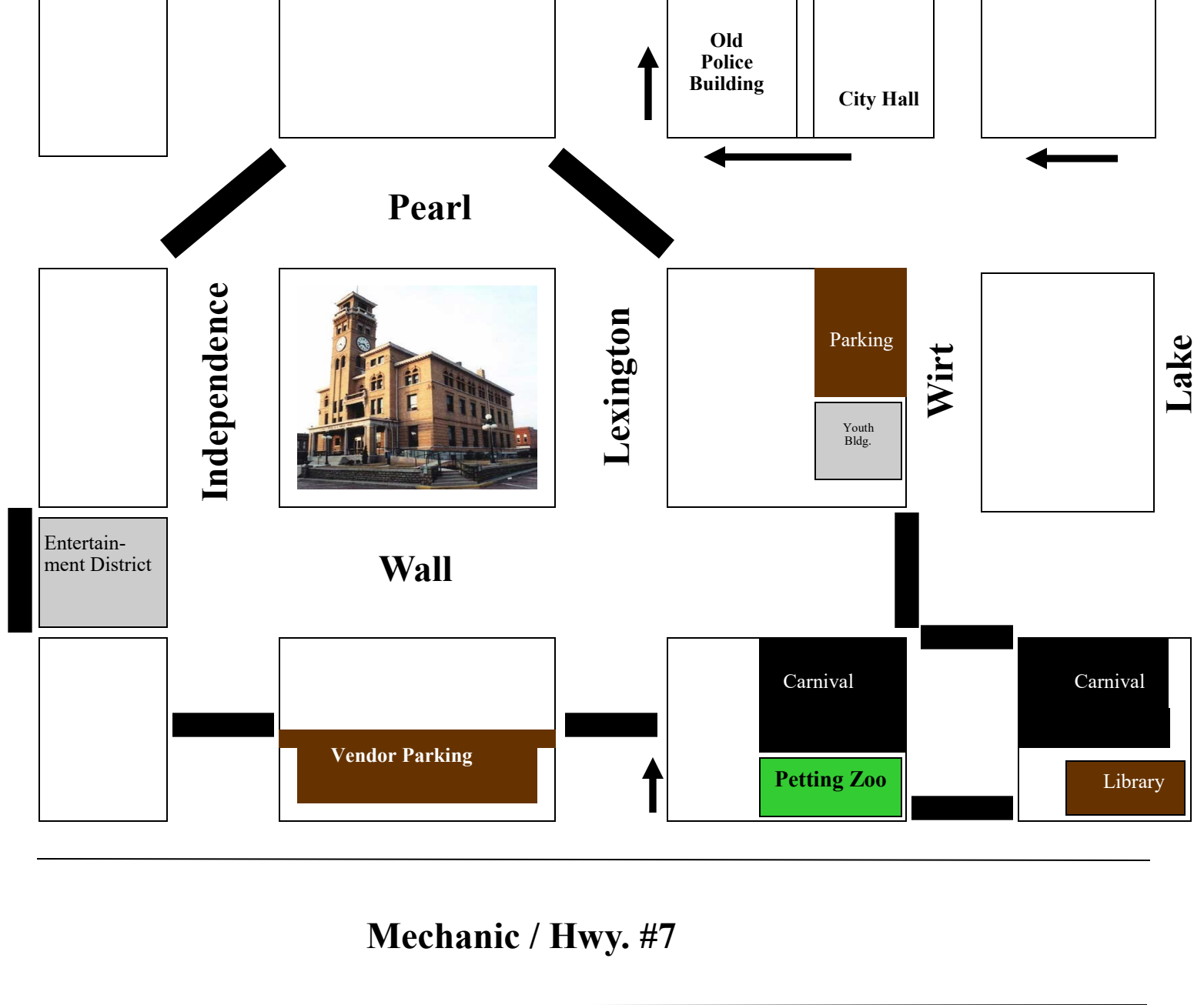
- 14) **Wirt Lot** - Staff does not have any concerns with this request and there are no costs associated with the request. In the past these events have created no complaints or concerns.

In addition to the items listed above the Chamber of Commerce will be responsible for providing port-a-potties, no less than ten, to the predetermined locations. In the past the City provided the Insurance for the Parade portion of the event while the Chamber was responsible for the remaining event coverage. I would suggest following the same protocol this year.

As stated earlier, any changes or modifications to these requests or any additional requests need to be forwarded to the City no later than July 1, 2018 to ensure staff has adequate time to take the matter to the Board of Alderman if needed. Requests received after July 1, 2018 may be denied without Board of Alderman review.

right to remove any entrant from the parade either prior to or any time during the parade.

2. No Parade participant may throw candy or any other item to Parade spectators. **Any entry with participants throwing items will be removed from the Parade by the Parade director or the Harrisonville Police Dept. Walkers may hand items to spectators only. There will be no exceptions to this rule.**
3. Tractors, trucks and other tow vehicles must be clean, attractive and quiet running vehicles.
4. No entry will be allowed that conveys any obscene message.
5. **No one will get on or off a float or entry once it has started down the parade route.**
6. All entries having music or sound amplifying systems shall maintain a volume that will not interfere with other entries, especially those with animals. If a unit is informed by the Police that the noise generated by their unit is too loud; they shall immediately turn the volume down or take other steps identified by the parade applicant/director or the Police.
7. Drivers of any and all vehicles in the parade areas must possess a valid driver's license, be at least 18 years old, and possess all liability vehicle insurance. The driver will remain seated in the driver's seat for the duration of the parade. Entries (lawn mowers, mini bikes, mopeds, go-carts, etc.) with younger drivers require written approval by the Chief of Police at least 24 hours prior to the event.
8. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
9. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
10. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
11. Floats must have proper safety chains to connect the float to the tow vehicle.
12. Support vehicles for marching units will not be allowed in the parade.
13. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side.
14. Parade units that stop along the parade route due to a mechanical malfunction may be removed from the parade.
15. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the City of Harrisonville, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.



Request Number	Brief Discription	Department	Employee	Hours	Cost	Total
1	Parade					
				Total (#1)		\$895.38
4	Stage & Bleachers					
		Public Works				\$330.00
		Psrks				\$87.24
		Street				\$206.56
				Total (#4)		\$623.80
5	Trash Pick-up					
		Public Works				\$798.00
		Street				\$1,360.55
		Electric				\$100.00
				Total (#5)		\$2,258.55
6	Police Services					
		Police				
				Total (#6)		\$2,290.11
7	Electric & Water Hook-ups					
		Public Works				\$264.00
		Electric				\$846.00
				Total (#6)		\$1,110.00
10	Sq. Shut down					
		Street				\$241.26
				Total (#10)		\$241.26
12	Tables & Chairs					
		Parks				\$142.54
				Total (#12)		\$142.54
Total Cost to City						\$7,561.64

NOTES:

- 1 This does not include any hours for Street Superintendant Jacobs
- 2 Does not include equipment
- 3 At the conclusion of the BDF 9 Chanilizers (\$40 each) were missing
- 4 #1 was severely reduced from the estimate do to the VIPS assistance.



Harrisonville Parade Rules & Regulations



6.C.f

1. Entrants must observe all applicable rules and regulations and follow instructions from police and parade officials or be barred from the parade. The Harrisonville Police Department reserves the right to remove any entrant from the parade either prior to or any time during the parade.
2. No Parade participant may throw candy or any other item to Parade spectators. **Any entry with participants throwing items will be removed from the Parade by the Parade director or the Harrisonville Police Dept. Walkers may hand items to spectators only. There will be no exceptions to this rule.**
3. Tractors, trucks and other tow vehicles must be clean, attractive and quiet running vehicles.
4. No entry will be allowed that conveys any obscene message.
5. **No one will get on or off a float or entry once it has started down the parade route.**
6. All entries having music or sound amplifying systems shall maintain a volume that will not interfere with other entries, especially those with animals. If a unit is informed by the Police that the noise generated by their unit is too loud; they shall immediately turn the volume down or take other steps identified by the parade applicant/director or the Police.
7. Drivers of any and all vehicles in the parade areas must possess a valid driver's license, be at least 18 years old, and possess all liability vehicle insurance. The driver will remain seated in the driver's seat for the duration of the parade. Entries (lawn mowers, mini bikes, mopeds, go-carts, etc.) with younger drivers require written approval by the Chief of Police at least 24 hours prior to the event.
8. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
9. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
10. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
11. Floats must have proper safety chains to connect the float to the tow vehicle.
12. Support vehicles for marching units will not be allowed in the parade.
13. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side.
14. Parade units that stop along the parade route due to a mechanical malfunction may be removed from the parade.
15. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the City of Harrisonville, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.

Attachment: Parade Rules 01-01-2018 (2018 BDF Application)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 17, 2018
SUBJECT: Bus Parking Electric

Type of Item: *Approval*

I received this request from the Cass County Library. I seek approval from the Board to allow them to safely hook up to our electric in the east parking lot for the Bookmobile.

We recently had to move our Bookmobile out of its normal storage area because the owner is selling the land, and the barn will be occupied. That means we are parking the Bookmobile in the city lot (with permit) behind ours. There is power to the lot; would it be possible to hook into that while parked to keep our generator charged? If so, we would definitely pay for the utilities we use; that's the agreement we had with the barn owner in Pleasant Hill. Obviously, during events like Burnt District, we would move the bus somewhere else.

D. Action Item (ID # 2884)

Approval: Cass County Library requests electric hook up for Bookmobile while parked in city lot

Attachments:

20180517_071301 (JPG)





STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 16, 2018
SUBJECT: 457 Provider

Type of Item: *Approval***Background:**

The City currently offers a 457 Retirement Plan (like a 401k but for government employees) through RPA with mutual fund choices from Security Benefit. They have serviced Harrisonville for over ten years. Employees contribute to the 457 for 24 pay periods, decide which mutual fund(s) or target mutual fund(s) they wish to invest in and the provider does the work. It's pre-taxed so there is a little savings to the employee. I sent out information packets to 5 companies and received two responses: RPA and Nationwide. Our committee met with both companies to judge their capacity to educate employees, financial stability, fees and processes.

Issue:

When I began employment with Harrisonville I expected to meet with the 457 plan provider shortly after starting but found the whole experience to be less than ideal for any new employee. I also felt, after the State Audit, that we needed to go out for an RFQ to see what interest there was in a small group like Harrisonville. We have 88 employees in the current plan. I believe with better contact from a provider we could see that number go up and get employees saving for retirement.

Recommendation:

There were 3 members to our interview team: Myself, Marcella McCoy and Jeremy Smith. No other employees volunteered. We reviewed the packets and graded them in 6 categories. Then we invited representatives from the providers in for interviews to get a one on one meeting with who would be the company representative to the employee.

After completing the RFQ response, conducting interviews with the two companies, and contacting references, we are recommending Nationwide to become the 457 provider for the city. We believe their fees are in line with what employees currently pay, they have a better approach getting in touch with new employees and getting them involved in a supplementary retirement plan, and they have other satisfied city governments so they understand this industry. This was presented to the Personnel/Finance Committee and they approved the recommendation to forward it to the Board. We are looking for a simple yes or no vote to move forward with Nationwide. We will still have a contract to approve at a later date and it will be about a 60-90 transition after that.

Cost:

There is no direct cost to the city. It is paid for through the investments.

E. Action Item (ID # 2881)

Approve Selection of 457 Retirement Plan Provider

Attachments:

RPA Fund Options & Pricing (PDF)

Nationwide Fund Options & Pricing (PDF)



Proposed Fund Roster

City of Harrisonville as of 12/31/2017

Fund Name	Ticker	Morningstar® Category	Category Peer Rankings					Returns				Trailing 5 Years		Risk-Adjusted Returns						
			1 Year		3 Year		5 Year		10 Year		1 Year	3 Year	5 Year	10 Year	Standard Deviation	Maximum Drawdown	Peer Ranking	3 Year	5 Year	Sharpe Ratio
Fixed Income																				
Vanguard Total Bond Market Index Adm	VBTLX	Intermediate-Term Bond	55	53	51	61		3.57%	2.18%	2.02%	3.95%		2.98%	-3.73%		73	65		0.60	
Western Asset Core Plus Bond IS	WAPSX	Intermediate-Term Bond	1	1	2	1		7.13%	4.36%	3.93%	6.00%		3.18%	-4.10%		—	—		1.15	
PIMCO High Yield Spectrum Instl	PHSIX	High Yield Bond	17	9	11	—		8.04%	6.58%	6.00%	—		5.04%	-7.67%		25	25		1.13	
Barclays Aggregate Bond Index		Fixed Income						3.55%	2.25%	2.10%	4.01%		2.85%	-3.66%				0.66	0.65	
Large Cap																				
American Funds Washington Mutual R6	RWIMGX	Large Value	10	6	11	14		20.54%	11.13%	15.17%	8.33%		9.07%	-8.59%		—	—		1.09	
JPMorgan Equity Income R6	OIEJX	Large Value	29	23	17	6		17.84%	9.99%	14.87%	9.17%		9.21%	-8.22%		—	—		1.01	
PIMCO StocksPLUS® Absolute Return Instl	PSPTX	Large Blend	11	10	13	3		23.90%	11.64%	15.73%	10.57%		11.16%	-12.62%		53	62		0.94	
Vanguard 500 Index Admiral	VFIAX	Large Blend	29	15	13	21		21.79%	11.38%	15.75%	8.49%		9.49%	-8.37%		11	6		1.08	
American Funds Growth Fund of Amer R6	RGAGX	Large Growth	57	20	32	44		26.53%	13.32%	16.46%	8.63%		10.01%	-9.94%		—	—		1.20	
T. Rowe Price Blue Chip Growth I	TBCIX	Large Growth	5	4	5	10		36.71%	15.40%	18.91%	10.53%		11.68%	-10.81%		7	15		1.20	
S&P 500 (TR)		Large Cap						21.83%	11.41%	15.79%	8.50%		9.49%	-8.36%				1.09	1.57	
Mid Cap																				
Wells Fargo Special Mid Cap Value R6	WFRPX	Mid-Cap Value	71	31	11	5		11.27%	9.64%	15.51%	10.56%		10.12%	-11.53%		18	4		0.95	
JPMorgan Intrepid Mid Cap R6	WOOSX	Mid-Cap Blend	38	69	17	49		17.29%	7.44%	15.01%	8.50%		10.59%	-14.65%		—	—		0.71	
Vanguard Mid Cap Index Admiral	VIMAX	Mid-Cap Blend	17	43	17	39		19.25%	9.38%	15.01%	9.92%		10.41%	-12.98%		35	15		0.86	
Janus Henderson Enterprise N	JDMNX	Mid-Cap Growth	28	2	8	12		26.65%	13.74%	16.67%	9.85%		9.55%	-9.62%		—	—		1.29	
S&P 400 (TR)		Mid Cap						16.24%	11.14%	15.01%	9.97%		11.24%	-12.62%				0.98	1.28	
Small Cap																				
Wells Fargo Special Small Cap Value R6	ESPRX	Small Value	22	11	6	27		11.52%	11.44%	15.47%	9.49%		12.61%	-12.47%		—	—		0.89	
PIMCO StocksPLUS® Small Institutional	PSCSX	Small Blend	9	15	17	1		17.63%	11.13%	14.93%	13.03%		14.99%	-21.21%		41	55		0.73	
Vanguard Small Cap Index Adm	VSMAX	Small Blend	14	37	26	18		16.24%	9.84%	14.44%	9.68%		12.17%	-15.36%		25	8		0.80	
Janus Henderson Triton N	JGMNX	Small Growth	19	18	13	3		27.24%	12.62%	16.46%	11.65%		11.85%	-13.23%		10	4		0.99	
Russell 2000 Index (DRI)		Small Cap						14.65%	9.96%	14.12%	8.71%		13.91%	-16.76%				0.71	1.00	



Proposed Fund Roster

City of Harrisonville as of 12/31/2017

Fund Name	Ticker	Morningstar ³ Category	Category Peer Rankings				Returns				Trailing 5 Years		Risk-Adjusted Returns			
			Peer Rankings				Annualized				Standard Deviation	Maximum Drawdown	Peer Ranking		Sharpe Ratio	
			1 Year	3 Year	5 Year	10 Year	1 Year	3 Year	5 Year	10 Year			3 Year	5 Year	3 Year	5 Year
International / World																
Vanguard Developed Markets Index Admiral	VTMGX	Foreign Large Blend	35	18	22	30	26.40%	8.93%	8.28%	2.34%	11.23%	-17.78%	24	31	0.79	0.74
American Funds Europacific Growth R6	RERGX	Foreign Large Growth	44	32	27	24	31.17%	9.66%	9.21%	3.90%	10.53%	-16.84%	10	9	0.87	0.87
American Funds New World R6	RNWGX	Diversified Emerging Mkts	59	31	9	11	33.06%	9.42%	6.95%	3.41%	10.70%	-19.90%	—	—	0.84	0.66
MSCI EAFE - Net - USD		International / World					26.03%	7.80%	7.90%	1.94%	11.67%	-18.02%			0.65	0.69
Specialty																
Vanguard REIT Index Admiral	VGSLX	Real Estate	57	46	26	26	4.94%	5.25%	9.24%	7.65%	13.70%	-13.39%	51	48	0.41	0.69
S&P 500 (TR)		Specialty					21.83%	11.41%	15.79%	8.50%	9.49%	-8.36%			1.09	1.57
Asset Allocation Funds																
T. Rowe Price Retirement 2010	TRPAX	Target-Date 2000-2010	12	—	—	—	11.82%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2015	TRFGX	Target-Date 2015	10	—	—	—	13.52%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2020	TRBRX	Target-Date 2020	1	—	—	—	15.90%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2025	TRPHX	Target-Date 2025	1	—	—	—	17.82%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2030	TRPCX	Target-Date 2030	3	—	—	—	19.52%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2035	TRPJX	Target-Date 2035	5	—	—	—	21.03%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2040	TRPDX	Target-Date 2040	6	—	—	—	22.11%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2045	TRPKX	Target-Date 2045	8	—	—	—	22.55%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2050	TRPMX	Target-Date 2050	10	—	—	—	22.55%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2055	TRPNX	Target-Date 2055	11	—	—	—	22.57%	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2060	TRPLX	Target-Date 2060+	15	—	—	—	22.53%	—	—	—	—	—	—	—	—	—
S&P 500 (TR)		Asset Allocation					21.83%	11.41%	16.79%	8.50%	9.49%	-8.36%			1.09	1.57

G. FEE AND EXPENSE PROPOSALS

1. Outline any base or minimum fees, by plan as applicable.

There are no base or minimum fees charged to the plan.

2. Conversion Charges, if any

There are no conversion charges to the plan.

3. Clearly specify Fee Guarantee Term and Conditions.

The fees proposed by Security Benefit are guaranteed to remain unchanged through the term of the contract. However, Security Benefit is willing to have discussions with the plan sponsor regarding fees at such time that the plan sponsor feels assets in the plan dictate a change.

4. Clearly specify Termination or Surrender Fees, if any (Describe all terms, including those applicable to any stable value fund products the Firm offers).

The new institutional 457(b) retirement program proposed by Security Benefit does not have any surrender fees or contingent deferred sales charges.

Note: The current contract with Security Benefit has a rolling surrender charge based on a percentage of plan-level contributions. The current schedule is:

- 5% year 1 contributions
- 5% year 2 contributions
- 4% year 3 contributions
- 3% year 4 contributions
- 2% year 5 contributions
- 1% year 6 contributions
- 0% year 7+

Security Benefit's proposal is to transition the City of Harrisonville's existing contract to the new proposed institutional retirement program and have the surrender charge decline (wear away) over a five-year period.

5. Clearly specify Material Change Level (Participant Count) by Plan.

N/A

6. Provide an annual fee quote (to be assessed quarterly as a direct deduction to participant accounts) on a per-participant-with-a-balance basis to encompass all recordkeeping services.

Security Benefit charges 0.70% annually (70 basis points) based on plan assets and a \$30 annual per head fee to perform all recordkeeping services. Fees are deducted quarterly from participant accounts.

- 7. Respondent must discuss ALL trust/custody/accounting fees (as well as vendor to whom such fees, if different than Respondent are paid) that may apply to the relationship considering the current investment option line-up and potential changes. Specifically address the flexibility to add, remove, and replace investment options with fund and plan-specific NAVs (which may require unitization).**

All fees are included in our response to Item 6 above. Security Benefit's investment platform allows the flexibility to add, remove, and replace funds.

- 8. Respondent must clearly identify ALL additional and/or transactional fees that may apply for both in-scope as well as optional items. Respondent must clearly outline any/all assumptions and conditions relied upon, if any, in assembling its response and economic proposal.**

Security Benefit charges the following transaction-based fees to the participant:

- Withdrawal processing fee: \$25
- Loan fee: \$50 "one-time" setup fee and \$50 annual maintenance fee until loan is paid back

- 9. For a communications program consistent with that outlined in the Proposal, Respondent must put forward its estimate of an annual communications budget applicable to this relationship. Clearly define fees for Printing/Mailing Services, Enrollment / Education / Communication Meetings as well as budget items that are included vs. charged outside of the per-participant fee.**

RPA will provide all participant onsite enrollment and education. This includes group meetings and one-on-one individual meetings as outlined in the proposal.

RPA will act as the 3(38) investment advisor fiduciary to the plan. In this capacity, RPA will provide the plan with an Investment Policy Statement (IPS) and semi-annual investment monitoring due diligence reporting as outlined in the proposal.

RPA's all-inclusive fee is 0.65% (65 basis points) annually based on plan assets. Fees are deducted quarterly from participant accounts.

- 10. Fiduciary/Compliance and Reporting Fees**
- a. Plan Document Creation/Maintenance**
 - b. Compliance / Non-Discrimination Testing Offering**
 - c. Tax Reporting**
 - d. 5500 Preparation**
 - e. Administrative Manual**

PERFORMANCE RESULTS

Investment Performance Information - April 1, 2017 to June 30, 2017

The results shown represent past performance and do not represent expected future performance or experience. Past performance does not guarantee future results. Investment return and principal value of an investment will fluctuate so that an investor's units, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the data quoted. Performance data current to the most recent month-end may be obtained by visiting: WWW.NRSFORU.COM. Please consider the fund's investment objectives, risks, and charges and expenses carefully before investing. Both the underlying fund prospectuses and informational brochure contain this and other important information, and are available by calling (877)677-3678. Read carefully before investing. Please see other important disclosures at the end of this report.

Annualized Current			Current Year						
VRU #	Fixed Investment Option	Quarter Yield	Guaranteed Minimum Yield						
365	Nationwide Fixed Account (g)	3.500%	3.500%						
VRU #	Variable Investment Options	Morningstar Category	YTD	Average Annual Return 1 Year	5 Year	10 Year	Since Inception	Inception Date	Gross Expense Ratio
1507	Specialty CohenStrs RealEst Sec A (*)	Real Estate	4.22%	0.98%	11.34%	6.81%	9.67%	09/02/97	1.19%
384	Small-Cap Stocks NW NVIT Mult Mgr Sm Co I (*)	Small Blend	4.10%	24.01%	13.72%	6.63%	10.57%	10/23/95	1.17%
594	NW SMCAP INDX A (*)	Small Blend	4.66%	23.89%	13.23%	6.40%	8.07%	04/09/97	0.68%
130	Brwn Cap Sm Co Inv (*)	Small Growth	17.78%	25.73%	17.77%	12.96%	12.34%	12/31/92	1.27%
388	NeuBer Genesis Tr (*)	Small Growth	5.11%	17.42%	12.48%	7.96%	12.23%	09/27/88	1.10%
937	NW Sm Co Gr Inst Svc (*)	Small Growth	16.96%	27.37%	17.41%	N/A	17.38%	01/03/12	1.21%
798	NW US SmCap Val Inst Svc (*)	Small Value	-0.93%	20.88%	13.48%	N/A	7.90%	12/21/07	1.26%
9256	International Stocks AmFds New Wld R4 (*)	Diversified Emerging Mkts	17.18%	19.12%	6.54%	3.29%	7.88%	06/17/99	1.01%
612	NW INTL INDX A (*)	Foreign Large Blend	14.43%	19.26%	8.12%	0.55%	2.33%	12/29/99	0.71%
881	Invsco Intl Gr R5 (*)	Foreign Large Growth	14.26%	14.45%	7.96%	2.86%	7.65%	03/15/02	0.99%
408	Opp Gbl A (*)	World Large Stock	19.91%	30.76%	13.28%	5.15%	11.43%	12/22/69	1.15%
314	Mid-Cap Stocks JPM MidCap Value A (*)	Mid-Cap Blend	6.06%	13.83%	13.99%	7.83%	12.39%	11/13/97	1.42%
613	NW MDCAP MKT INDX A (*)	Mid-Cap Blend	5.59%	17.74%	14.17%	7.80%	8.92%	12/29/99	0.69%
905	WF Disc Admn (*)	Mid-Cap Growth	15.47%	23.04%	12.83%	8.64%	11.51%	12/31/87	1.12%
149	Large-Cap Stocks Drey App (*)	Large Blend	12.99%	16.59%	9.98%	5.83%	10.46%	01/18/84	0.92%
281	AmFds Invmt Co Am A (*)	Large Blend	8.20%	15.74%	14.11%	6.40%	12.11%	01/02/34	0.59%
367	NW Fd Inst Svc (*)	Large Blend	8.63%	18.26%	14.19%	5.51%	9.62%	05/11/33	0.78%
372	NW S P 500 Indx Inst Svc (*)	Large Blend	9.09%	17.42%	14.16%	6.72%	5.57%	07/24/98	0.42%
509	SEI S P 500 Indx E (*)	Large Blend	9.21%	17.61%	14.38%	6.96%	10.48%	07/31/85	0.32%
181	Fid Contra (*)	Large Growth	16.78%	22.19%	14.64%	8.63%	12.39%	05/17/67	0.68%
195	Fid OTC (*)	Large Growth	23.52%	36.46%	20.25%	12.29%	13.62%	12/31/84	0.91%
392	NeuBer Soc Resp Inv (*)	Large Growth	9.45%	18.92%	14.46%	6.58%	9.29%	03/16/94	0.86%
520	TRowePr Gr Stk Adv (*)	Large Growth	19.37%	28.62%	16.11%	8.69%	10.85%	04/11/50	0.92%
539	AmCent Gr Inv (*)	Large Growth	15.61%	21.19%	13.36%	8.37%	13.30%	06/30/71	0.98%
938	NW Gr Inst Svc (*)	Large Growth	11.79%	17.40%	13.07%	7.87%	7.48%	02/14/61	1.09%
102	AmCent Val Inv (*)	Large Value	1.28%	12.84%	13.00%	5.79%	9.81%	09/01/93	0.98%
164	Edgr Lomx Val (*)	Large Value	5.10%	12.38%	12.47%	5.66%	6.46%	12/12/97	1.02%
586	Invsco Gr Inc A (*)	Large Value	4.60%	24.46%	13.79%	6.17%	9.57%	08/01/46	0.83%
746	NW LgCap Gr (n) (*)	N/A	13.86%	18.00%	13.42%	6.81%	6.94%	04/27/07	0.95%
199	Balanced Fid Puritan (*)	Allocation--50% to 70% Equity	8.69%	12.93%	10.27%	6.17%	10.93%	04/16/47	0.56%
642	Bonds W&R Advisor High Income Y (*)	High Yield Bond	5.01%	13.98%	7.14%	7.72%	7.02%	01/04/96	0.76%
125	AmFds Bd Fd Am A (*)	Intermediate-Term Bond	2.50%	0.24%	2.27%	3.12%	7.63%	05/28/74	0.61%
428	PIMCO Ttl Rtn A (*)	Intermediate-Term Bond	3.26%	1.75%	2.36%	5.51%	6.90%	05/11/87	0.86%
611	NW BD INDX A (*)	Intermediate-Term Bond	1.98%	-0.99%	1.56%	3.79%	4.76%	04/03/97	0.66%
426	PIMCO Forgn BdUS Dlr Hdg A (*)	World Bond	0.91%	1.58%	5.04%	6.33%	6.89%	12/02/92	0.91%
373	Fixed Assets/Cash NW Mny Mkt Prm (c) (*)	Money Market-Taxable	0.07%	0.07%	0.01%	0.45%	4.47%	03/03/80	0.89%
354	CURRENT YIELD: 0.39% Mrly StblValRtrmt NACODCVA (d) (*)	N/A	0.60%	1.20%	0.91%	1.71%	4.23%	07/31/89	

Attachment: Nationwide Fund Options & Pricing (457 Provider)

PERFORMANCE RESULTS

Investment Performance Information - April 1, 2017 to June 30, 2017

VRU #	Variable Investment Options Asset Allocation	Morningstar Category	Average Annual Return				Since Inception	Inception Date	Gross Expense Ratio
			YTD	1 Year	5 Year	10 Year			
620	NW Inv Dest Cnsvr Svc (j) (*)	Allocation--15% to 30% Equity	2.71%	3.62%	3.37%	3.28%	3.59%	03/30/00	0.87%
621	NW Inv Dest Mod Cnsvr Svc (j) (*)	Allocation--30% to 50% Equity	4.40%	7.13%	5.41%	3.98%	4.11%	03/30/00	0.88%
622	NW Inv Dest Mod Svc (j) (*)	Allocation--50% to 70% Equity	6.18%	10.96%	7.39%	4.30%	4.30%	03/30/00	0.91%
623	NW Inv Dest Mod Aggr Svc (j) (*)	Allocation--70% to 85% Equity	8.13%	14.95%	9.48%	4.53%	4.44%	03/30/00	0.94%
624	NW Inv Dest Aggr Svc (j) (*)	Allocation--85%+ Equity	9.16%	17.38%	10.87%	4.49%	4.32%	03/30/00	0.92%
794	NW Dest 2015 Inst Svc (l) (*)	Target-Date 2015	5.56%	9.00%	6.46%	N/A	3.84%	08/29/07	0.64%
793	NW Dest 2020 Inst Svc (l) (*)	Target-Date 2020	6.10%	10.24%	7.29%	N/A	4.24%	08/29/07	0.64%
792	NW Dest 2025 Inst Svc (l) (*)	Target-Date 2025	6.85%	12.21%	8.43%	N/A	4.70%	08/29/07	0.64%
791	NW Dest 2030 Inst Svc (l) (*)	Target-Date 2030	7.14%	13.64%	9.34%	N/A	4.91%	08/29/07	0.65%
790	NW Dest 2035 Inst Svc (l) (*)	Target-Date 2035	7.63%	14.76%	10.03%	N/A	5.04%	08/29/07	0.65%
789	NW Dest 2040 Inst Svc (l) (*)	Target-Date 2040	8.07%	15.62%	10.50%	N/A	4.94%	08/29/07	0.64%
788	NW Dest 2045 Inst Svc (l) (*)	Target-Date 2045	8.36%	16.80%	10.84%	N/A	5.05%	08/29/07	0.64%
787	NW Dest 2050 Inst Svc (l) (*)	Target-Date 2050	8.48%	17.05%	10.92%	N/A	5.14%	08/29/07	0.64%
910	NW Dest 2055 Inst Svc (l) (*)	Target-Date 2055	8.68%	17.36%	10.97%	N/A	8.66%	12/27/10	0.64%

FEE DISCLOSURES

The Standardized illustration represents performance based on a \$1,000 hypothetical investment, and reflects the deduction of the following fees:

* denotes a Fee of 0.00%

The participant account maintenance charge, up to a maximum of \$50, will not be assessed unless agreed to by the entity. Options in bold are options in a group variable annuity contract. Fees indicated for those options are Variable Account Expense Fees and are in addition to the fees disclosed in the underlying fund prospectus.

Gross expense ratios represent the fund's total operating expenses expressed as a percentage of the assets held in the fund. For more information about gross expense ratios, read the fund's prospectus.

Some mutual funds may impose a short term trade fee. Some funds may be subject to a trade restriction policy. Please read the underlying prospectus carefully.

FOOTNOTES

c) The money market current yield is the annualized historical yield for the 7-day period ending on the last day of the calendar quarter. Yield quotation more closely reflects the current earnings of the money market fund than the total return quotation.

d) This fund may not be available in all plans. This option is offered outside the group variable annuity contract. The funds initial investments will be in units of Morley Financial's Stable Value Fund. Return history pertains to the Stable Value Fund managed by the same fund manager since inception in December 1993.

g) Interest rates are declared quarterly and are subject to change. Guarantees are subject to the claims-paying ability of the company. The unregistered fixed annuity is issued by Nationwide Life Insurance Company, Columbus, Ohio.

j) Nationwide Investor Destinations Funds are designed to provide diversification and asset allocation. They do this by investing in several types of investments and asset classes. So, in addition to the expenses of the Investor Destinations Fund, you pay a proportionate share of the expenses of the underlying funds.

l) The Target Destination Funds invest in a wide variety of underlying funds to help reduce investment risk. So in addition to the expenses of the Target Destination Funds, you pay a proportionate share of the expenses of the underlying funds. Like other funds, Target Destination Funds are subject to market risk and loss. Loss of principal can occur at any time, including before, at or after the target date. There is no guarantee that target date funds will provide enough income for retirement.

n) The Nationwide Large Cap Growth Portfolio is not a mutual fund. Its performance cannot be tracked in newspapers or through other public resources. You can find more information and track the Portfolio's performance via your plan's website, www.nrsforu.com.

RISK DISCLOSURES

Money market funds: Money market funds are not insured or guaranteed by the FDIC or any other government agency. Although the goal of a money market is to preserve the value of an investment at \$1 per share, it is still possible to lose money.

International/emerging markets funds: Funds that invest in international stocks face risks that funds investing only in U.S. stocks do not. Currency fluctuation, political risk, differences in accounting standards and the limited availability of information may make these funds less stable.

Small company funds: Small and emerging companies may have less liquidity than larger, established companies. Therefore, funds investing in stocks of small or emerging companies may face greater price volatility and risk.

High-yield bond funds: Funds that invest in high-yield securities may have more credit risk and changes in price than funds that invest in higher-quality securities.

Non-diversified funds: Funds that invest in a single industry or small number of securities may be more volatile than those that invest more broadly.

Government bond funds: These funds invest mainly in securities of the U.S. government and its agencies; however, these entities do not guarantee the value of the funds.

Real estate funds: Funds that invest mainly in real estate are sensitive to economic and business cycles, changing demographic patterns and government actions.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 16, 2018
SUBJECT: Gas Card

Type of Item: *Approval*

Background:

The city currently buys all gasoline from MFA at their location on Locust. The facility is accessible but it is the only brand of fuel we have a credit account with.

Issue:

When traveling out of Harrisonville, MFA stations can be difficult to locate and staff has to go out of their way or use their credit card to get gas at a convenient location. Also, in case of a problem with the MFA equipment or if there would be a disaster it would be nice to have access to other gas stations/convenience stores to acquire gas.

Also, employees still have to hand write vehicle mileage on the receipts because the MFA system doesn't keep track of that.

Recommendation:

The state bid through the Missouri Office of Administration selected WEX (formerly known as Wright Express) as the fleet card for Missouri. Many gas stations/convenience stores are listed with accessible locations here and around the state. With the state bid there's usually no setup or monthly fees charged to new accounts, online billing information, and lots of locations where it is accepted.

In addition, this card requires mileage so you can track a vehicle to see how the gas mileage is doing and possibly catch a problem.

Our State Audit report pointed out in section 10.2 that we needed better reconciling of fuel bills and the WEX card offers the controls we need.

The Personnel and Finance Committee reviewed this recommend approval of the WEX card.

I request the Board approve that staff can move forward and apply for the WEX cards.

Cost:

There is no cost associated with this service.

F. Action Item (ID # 2882)

Approve Use of WEX Gas Card

Attachments:

WEX Fuel Card Harrisonville (PDF)

State of Missouri Fleet Card _ WEX Inc (PDF)

[Previous Criteria](#) [\(New Search \)](#)

Site Type: Fuel
Brand:
Site Name:
City: HARRISONVILLE
State: MO
Zip: 64701

Displaying suppliers 1 through 23 of 23 suppliers.

Site Name	Phone	Address	Brand Name	Site Type
1. BP 9693623	(816) 884-2944	21406 E 275TH ST HARRISONVILLE, MO 64701 - 0000	BP	Fuel
2. CASEYS GEN STORE 162	(816) 887-9118	1801 N COMMERCIAL ST HARRISONVILLE, MO 64701 - 0000	UNBRANDED	Fuel
3. CASEYS GEN STORE 196	(816) 887-9939	2204 E MECHANIC ST HARRISONVILLE, MO 64701 - 0000	UNBRANDED	Fuel
4. CASEYS GNRL STRE 13	(816) 887-9925	2204 E SOUTH ST HARRISONVILLE, MO 64701 - 0000	CASEYS	Fuel
5. CASEYS GNRL STRE 16	(816) 887-9118	1801 N COMMERCIAL ST HARRISONVILLE, MO 64701 - 0000	CASEYS	Fuel
6. CASEYS HARRISONVILLE	(00) -	1901 W MECHANIC ST HARRISONVILLE, MO 64701 - 0000	UNBRANDED	Fuel
7. CITY OF HARRISONVILL	(816) 380-5039	27503 RT 7 S HARRISONVILLE, MO 64701	PHILL 66	Fuel
8. CITY OF HARRISONVILL	(00) -	27503 SR 71 SOUTH HARRISONVILLE, MO 64701 - 6470	AVCARD	Fuel
9. EVERYDAY 1801	(816) 925-0938	1801 SOUTH COMMERCIA HARRISONVILLE, MO 64701	CONOCO	Fuel
10. HARRISONVILLE	(816) 884-3052	504 S COMMERCIAL ST HARRISONVILLE, MO 64701	PHILL 66	Fuel
11. HARRSV FIREWRKS	(816) 884-6112	21501 E 275TH ST HARRISONVILLE, MO 64701	PHILL 66	Fuel
12. JASSI SUPER MART	(816) 884-2944	21406 E 275 ST HARRISONVILLE, MO 64701	UNBRANDED	Fuel
13. LOVES 616-DIESEL	(816) 887-2050	2611 BROOKHART RD HARRISONVILLE, MO 64701	LOVES	Fuel
14. MFA 910310	(816) 884-4470	305 LOCUST ST HARRISONVILLE, MO 64701	MFA OIL	Fuel
15. MURPHY 5782 ATWALMRT	(870) 881-6817	1720 N 291 HWY HARRISONVILLE, MO 64701	MURPHY USA	Fuel
16. NILKANTA RAM 66	(816) 380-3461	1901 E MECHANIC HARRISONVILLE, MO 64701 - 2046	PHILL 66	Fuel
17. QUICK BREAK 4	(785) 448-4296	2101 S COMMERCIAL HARRISONVILLE, MO 64701	PHILL 66	Fuel
18. SAPP BROS TRAVEL	(308) 284-3329	27603 SW OUTER RD HARRISONVILLE, MO 64701	UNBRANDED	Fuel
19. SENTIS GROUP INC	(816) 380-3630	1408 NORTH 291 HIGHW HARRISONVILLE, MO 64701	SHELL	Fuel
20. SHELL SERVICE STATIO	(913) 424-8742	12705 E 275 ST HARRISONVILLE, MO 64701	SHELL	Fuel
21. UNITED PETROLEUM	(00) -	1601 N HWY 291 HARRISONVILLE, MO 64701	SINCLAIR	Fuel
22. WOOD OIL #30	(615) 887-2242	150 COMMERCIAL HARRISONVILLE, MO 64701	UNBRANDED	Fuel
23. WOOD OIL CO #30	(913) 727-1163	150 COMMERCIAL HARRISONVILLE, MO 64701	UNBRANDED	Fuel

Attachment: WEX Fuel Card Harrisonville (Gas Card)



(https://www.wexinc.com)

6.F.b

Log In (/wex-log-in/)



WEX (HTTP://WWW.WEXINC.COM) » FLEET (HTTPS://WWW.WEXINC.COM/FLEET/) » GOVERNMENT (HTTPS://WWW.WEXINC.COM/FLEET/GOVERNMENT-FLEETS/) » STATES (HTTPS://WWW.WEXINC.COM/FLEET/GOVERNMENT-FLEETS/STATES/) » MISSOURI

Save up to 15%* with the State of Missouri Fleet Card



Apply Now (<http://www.wexinc.com/wp-content/uploads/2015/08/wex-missouri-fuel-card-agreement-addendum.pdf>)

Program Summary (<http://www.wexinc.com/wp-content/uploads/2015/08/wex-missouri-government-fleet-card.pdf>)

With the State of Missouri WEX Fleet Card Program, you get the tools you need to manage your fleet and meet your unique state, county and municipal needs. Manage, track, control and save with these great benefits:

- **Broader Acceptance** – accepted at over 90% of US retail fuel locations
- **Valuable rebates** – available on fuel transactions
- **Special Pricing** – no setup or monthly card fees usually charged to new accounts
- **Real-Time Online Account Access** – to control, manage and track fleet purchases
- **Tax Exemption and Reporting** – for qualified fleets to significantly reduce accounting and administrative time
- **24/7 Customer Service** – a knowledgeable representative is always available to help you and your drivers
- **WEXPay™** – gives you access to out-of-network fuel and service providers, reducing the number of sites where drivers would have to use an alternative form of payment
- **Roadside Assistance** – keeps your drivers covered while they are on the road, available 24 hours a day
- **Fuel Site Mapping Mobile Application** – helps drivers locate the lowest price fuel stations based on their current location

Contact us: WEX Inc.
Government Account Manager
government@wexinc.com (mailto:)
Phone: 1-866-527-8870
Fax: 1-866-527-8873

* Actual savings may vary

DON'T JUST TAKE OUR WORD.

[TESTIMONIALS \(/FLEET/GOVERNMENT-FLEETS/LEARN-MORE/\)](/FLEET/GOVERNMENT-FLEETS/LEARN-MORE/)

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Why WEX (<https://www.wexinc.com/fleet/fleet-managers/why-wex/>)

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STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: April 18, 2018
SUBJECT: Temp Election Sign Revsn

Type of Item: *Approval*

Background:

The current temporary sign code (Section 435.120) allows for election signs to total 32 square feet in the multi family/commercial business districts, whereas in single family/duplex residential areas the maximum sign area is 6 square feet.

Discussion:

The Community Development Committee determined from previous discussions that the city needed to limit the size of election signs to the same size in all districts. They felt the larger signs are a distraction and can become a safety hazard to the traveling public. The city attorney drafted an ordinance that specifies certain restrictions for election signs as to the time periods they are allowed to be posted, areas they are restricted from, and the size allowed in all districts.

Action:

The Committee, after deliberation and discussion recommend adopting by the full board the Election Sign ordinance as written.

Council Bill No. 32

Ordinance No.

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

WHEREAS the City of Harrisonville Board of Aldermen (“Board”) are concerned for the health, safety and general welfare of its citizens;

WHEREAS, since election signs (“Election Signs”) are non-permitted and proliferate during each election cycle reasonable restrictions are necessary to protect the public;

WHEREAS, Election Sign locations and the size of such signs can create a danger to pedestrians and passengers in motor vehicles if they interfere with the ability of drivers of motor vehicles to safely see pedestrians or other motor vehicles resulting in injuries and accidents;

WHEREAS, Election Sign locations and the size of such signs can create a danger to pedestrians if they interfere with the ability of pedestrians to safely see motor vehicles resulting in injuries and accidents;

WHEREAS, the Board finds that amending Chapter 435 Sign Regulations, Section 435.120 is necessary to protect the safety of residents and visitors in the City of Harrisonville;

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

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

- c. Election Signs. Candidates for office election signs, levy signs or other election signs may be displayed thirty (30) days prior to an election. Election signs may not be put on State, County, or City rights-of-way or easements, and must be removed five (5) working days after any such election. These signs must be removed even if the candidate qualifies for the primary and/or general election. Such signs may be redisplayed thirty (30) days ahead of the following election but must be removed five (5) working days after such election. Election signs do not need a permit.

Section 2: That Section 435.120 A. 3. of the Code of Ordinances of the City of Harrisonville, Missouri, shall be amended to add a new section 3. c. to read as follows:

- c. Election Signs: All election signs, wherever located in the City of Harrisonville, shall not exceed four (4) square feet in area and two (2) feet in height.

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

Read one time by title only on the 7th day of May 2018, and the second time by title only on

May 7, 2018, and passed and approved by the Board of Alderman this 21st day of May 2018.

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 21st day of May 2018.

CURRENT SIGN CODE FOR ELECTION SIGNS

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, County or City 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.

Size of temporary signs.

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 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 thirty-two (32) square feet in area and eight (8) feet in height; except that an inflatable sign may be larger. Temporary stand alone sign gross face area shall not exceed thirty-two (32) square feet.



STAFF REPORT

TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: May 15, 2018
SUBJECT: Fireworks Approval

Type of Item: *Approval*

As approved in the 2018 budget, a fireworks show is planned for Harrisonville City Park on July 4th. The bid for the fireworks show was placed in local newspaper and on the City of Harrisonville website. Only one bid was received for the fireworks show and that bid is from Wald Fireworks. The City of Harrisonville has used Wald Fireworks for the past 10 plus years. The budgeted amount for the fireworks show is \$12,000. The bid from Wald Fireworks is \$12,000. The Park Board and Parks & Recreation staff recommend Wald Fireworks to be approved by the Board of Alderman for the 2018 fireworks show at Harrisonville City Park. Staff will be happy to answer any questions.

Council Bill No. 34**Resolution No.**

A Resolution of the Board of Aldermen of the City of Harrisonville, Missouri to authorize the City Administrator to execute an agreement with Wald Fireworks to provide the 2018 fireworks show in an amount not to exceed \$12,000.00.

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

NOW THEREFORE BE IT RESOLVED

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Wald Fireworks to provide the 2018 fireworks show at the Harrisonville City Park in an amount not to exceed \$12,000.00.

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 21st day of May, 2018

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 21st day of May 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 17, 2018
SUBJECT: Hospital Transport Contract

Type of Item: *Approval***Background:**

The City has had a transportation agreement with Cass Regional Medical Center since 2011. HES transports patients from CRMC to another hospital facility so they can get treatment for issues that CRMC is unable to provide. The transports are usually up to Research Hospital but crews also go to Smithville, St. Luke's, Nevada and other places.

Beginning with the first agreement, CRMC agreed to pay a yearly fee for the dedicated transport service that HES provides. (By ordinance only one ambulance service can operate in Harrisonville and that is HES.) HES provides the service 24 hours a day 7 days a week. If an ambulance is unavailable we will call in other ambulance providers or ask for mutual aid from a fire district.

Recommendation:

The proposed Transport Agreement retains many of the same points of the original contract but also has more stipulations included: Distance is regulated to 60 miles or CRMC will pay \$500 additional, emergent/urgent/non-emergent health issues are defined, the response priority chart has been modified, and more of the legal language at the end added for better legal protection for either party.

We recommend approving this revised contract with CRMC for HES to provide ambulance transfers.

Cost:

The city's cost will be the attorney hours involved. CRMC will pay \$173,607.00 the first year of the contract with a 3% increase or the Medical Consumer Price Index increase whichever is the lesser.

Council Bill No. 35

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE
AND CASS REGIONAL MEDICAL CENTER FOR PATIENT
TRANSPORTATION SERVICES BY THE HARRISONVILLE EMERGENCY
SERVICES DEPARTMENT.**

WHEREAS, Cass Regional Medical Center (“CRMC”) is a county hospital serving the residents of the City of Harrisonville (“City”), Cass County, and surrounding areas;

WHEREAS, Harrisonville Emergency Services (HES) currently transports patients for CRMC to neighboring hospitals for patient care;

WHEREAS, the City wishes to continue the relationship that began in 2011 with a new formal agreement;

WHEREAS, CRMC will reimburse the City \$173,607.00 the first year (with yearly percentage increases) to provide patient transport services and this stipend will allow HES to retain staffing levels;

WHEREAS, CRMC and City staff propose to enter into a revised Transport Agreement for three years and seek approval of the Board;

WHEREAS, the Board of Aldermen after careful and due deliberation find that the Agreement with CRMC is in the best interest of the City of Harrisonville and its residents, and that the City Administrator should be authorized to execute such Agreement;

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

Section 1: That the City Administrator of the City of Harrisonville, Missouri is hereby authorized to execute on behalf of the City the Transportation Agreement with Cass Regional Medical Center for patient transport services.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 21ST DAY OF MAY 2018.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 21st day of May 2018

Transport Agreement
Cass Regional Medical Center
And
Harrisonville Emergency Services

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Transport Agreement

Cass Regional Medical Center

And

Harrisonville Emergency Services

300 East Pearl, PO Box 367, Harrisonville, MO 64701

This Transport Agreement (“**Agreement**”) is entered into by and between Cass Regional Medical Center, a county owned hospital under Chapter 205 of the Revised Statutes of the State of Missouri (“**CRMC**”), and Harrisonville Emergency Services (“**HES**”), a department of the City of Harrisonville, Missouri, a Missouri municipal corporation (the “**City**”), effective as of June 1, 2018 (“**Effective Date**”).

WHEREAS, **CRMC** and **HES** are parties to that certain Transport Agreement dated December 1, 2014, the term of which expires as of June 1, 2018 (the “Prior Agreement”); and

WHEREAS, the parties desire to enter into this **Agreement** to replace the Prior Agreement concerning ambulance transport services for patients of **CRMC** under the terms and conditions set forth herein, effective as of the **Effective Date**.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed by and between parties referred to above, as follows:

1. **Term.**

The term of this **Agreement** shall be for a period of thirty-six (36) months commencing as of the **Effective Date**, subject to the provisions for early termination set forth in Section 11. below. The first, second and third twelve (12)-month periods comprising the term shall each be referred to herein as an “**Annual Period**”.

2. **Ambulance Service Area.**

The State of Missouri Department of Health and Senior Services pursuant to the authority granted under the Comprehensive Emergency Medical Services Systems Act, RSMo §§190.001 to 190.245, has assigned an “ground ambulance service license” for an **Ambulance Service Area** to **HES** designating it the primary ambulance provider for the **City** as well as the communities of Freeman, Westline, East Lynne, and Gunn City (inclusive of the Dolan/West Dolan and East Lynne/Gunn City Fire Protection Districts). Though it is not part of the **Ambulance Service Area**, **HES** has also been voluntarily providing ground ambulance services to the community of Drexel, Missouri. Provided, however, that by executing this Agreement neither the City nor **HES** is agreeing to be contractually bound to serve the community of Drexel, Missouri, except as expressly provided herein. For purposes hereof, the foregoing assigned described territory shall be referred to herein as the “**Ambulance Service Area**”.

3. **Yearly Payment.**

In order to fairly compensate **HES** for ambulance transports of **CRMC** patients (or discharged patients) who are not residents of the **Ambulance Service Area** to facilities outside

of the **Ambulance Service Area** territory (hereinafter referred to as a “**Transfer**” or “**Transfers**”), **CRMC** agrees to provide to the **City** for **HES** services hereunder a fixed **Annual Stipend** in the aggregate amount, except as provided otherwise herein, of One Hundred Seventy-Three Thousand Six Hundred Seven and No/100 Dollars (\$173,607.00) for the first **Annual Period** during the term of this **Agreement**, which **Annual Stipend** shall be payable in equal monthly installments. For purposes of clarification, the parties expressly acknowledge and agree that for purposes of this **Agreement**, the terms **Transfer** or **Transfers** specifically exclude any ambulance transports by **HES** of **CRMC** patients (or discharged patients) who either reside within the **Ambulance Service Area** or are transported to any residence, location or facility (e.g., a nursing home or long-term care facility) located within the **Ambulance Service Area**.

3.1. Yearly Increase.

The **Stipend** for the second **Annual Period** shall be the **Stipend** for the first **Annual Period** increased by the lesser of 3% or the increase in the most recent Consumer Price Index for Medical Care Services as reported by the Bureau of Labor Statistics of the U.S. Department of Labor (“**Medical CPI**”) for the most recent 12-month period that ended in September. The **Stipend** for the third **Annual Period** shall be the **Stipend** for the second **Annual Period** increased by the lesser of 3% or the increase in the **Medical CPI** for the most recent 12-month period that ended in September. Each **Stipend** monthly installment shall be delivered by **CRMC** to **HES** at the address given above by the 1st day of each month during the term; provided that, if the first month of the term begins on a day other than the first day of the month, or the last month of the term ends on a day other than the last day of the month, then the monthly installment for such month shall be prorated based on the number of days during such month that fall within the term.

3.2. Increases for Higher Transfer Amounts; Renegotiation.

If for any **Annual Period** calculated for each 12-month period following the **Effective Date** (i) the **Transfers** for such **Annual Period** average more than 30% of the total ambulance transports provided by **HES** for that same **Annual Period**, or (ii) the **Shortfall** for such **Annual Period** exceeds Three Hundred Thousand and No/100 Dollars (\$300,000.00), then **HES** shall notify **CRMC** of the same and promptly deliver to **CRMC** such books, records, information and other adequate supporting documentation (“**Supporting Documentation**”) which is reasonably requested by **CRMC** to substantiate and verify the **Shortfall**. **HES** shall complete such calculations and provide such notice to **CRMC** within sixty (60) days following the end of each **Annual Period**. Failure to timely do so shall be considered a waiver of this Section 3.2 and deemed a nonoccurrence of such conditions for such **Annual Period**. In the event **HES** timely provides such notice and the required **Supporting Documentation**, and subject to **CRMC**’s verification of such conditions (“**Verification**”), the parties may attempt to renegotiate the **Annual Stipend** provided for hereunder; provided further, however, that any agreements reached in connection with renegotiating the **Annual Stipend** shall not become binding or effective as to either party until such agreements are set forth in a written amendment pursuant to Section 18.9. below.

3.3. Reimbursement of Shortfall, When.

If for any **Annual Period**, calculated for each 12-month period following the **Effective Date**, the **Shortfall** exceeds Fifty Thousand and No/100 Dollars (\$50,000.00), then **HES** shall notify **CRMC** of the same and promptly deliver to **CRMC** the **Supporting Documentation** which is reasonably requested by **CRMC** to substantiate and verify the **Shortfall**. **CRMC** shall have thirty (30) days to review the **Supporting Documentation** and notify **HES** that **CRMC** disputes any portion or all of the proposed **Shortfall** (“**Disputed Shortfall**”). Upon **Verification**

of the **Shortfall**, or should **CRMC** fail to dispute the proposed **Shortfall** within said 30 days following its receipt of the **Supporting Documentation**, **CRMC** shall be responsible to reimburse the **City** for any **Shortfall** amount that exceeds Fifty Thousand and no/100 Dollars (\$50,000.00) within forty-five (45) days thereafter. Provided further, however, if there is a **Disputed Shortfall**, the parties shall negotiate in good faith to resolve the **Disputed Shortfall**. **HES** shall provide such written notice and submit the **Supporting Documentation** to the **CRMC Designated Agent**, designated as follows or as changed in writing by **CRMC**:

CRMC Designated Agent (“**Designated Agent**”)

Name _____

Address _____

Title _____

Department _____

Submission by **HES** to the **CRMC Designated Agent** shall be effective if delivered to the **CRMC Designated Agent’s** office and left with such **Designated Agent** personally or left with any staff member of the **Designated Agent’s** department.

3.4. Failure to Reach an Agreement.

Neither party shall be liable to the other party for its failure to renegotiate or for the parties’ failure to reach an agreement with respect to such renegotiation, and in such event, each party’s sole remedy, except any remedy specifically described herein, shall be to terminate this **Agreement** without cause as provided in Section 11. below.

3.5. Transfer Valuation Determination.

The parties expressly agree that the determination of the additional incremental costs **HES** incurs that are directly attributable to providing the **Transfers** (hereinafter referred to as the “**Transfer Costs**”) shall be made consistent with the description of the same in that certain valuation analysis prepared for the parties by CBIZ Valuation Group, LLC, which is attached hereto as **EXHIBIT A** and incorporated herein by this reference, and shall exclude any costs or expenses attributable to any and all other transportation services provided by **HES** (including, but not limited to, ambulance transports by **HES** of **CRMC** patients (or discharged patients) who either reside within the **Ambulance Service Area** or are transported to any residence or facility located within the **Ambulance Service Area**), capital losses or gains or any other losses or gains attributable to the sale, lease or transfer, or the appreciation, depreciation, write-down or write-off, of or with respect to any capital assets.

3.6. Billing by HES.

As a material condition of this **Agreement**, **HES** agrees to use its best reasonable efforts to promptly bill for and collect its usual and customary rates/charges from patients and third-party payors for all **Transfers**. Failure to do so shall constitute a material default by **HES** hereunder, in which event **CRMC** may, in addition to any other remedies available, consider **HES** to have collected and realized the revenue/receipts attributable to the same for the applicable services for purposes of Section 3.7. below. **Best Reasonable Efforts** shall mean **HES/City** will promptly bill for and collect its usual and customary rates/charges from patients and third-party payors, and, if not paid, the use of reasonable collection efforts from any third-party agency used by the **City**.

3.7. “Shortfall”

Means an amount equal to: (a) the **Transfer Costs**; minus (b) **HES’** revenue/receipts directly attributable to providing the **Transfers** (as well as the revenue/receipts **HES** reasonably

should have been able to collect for such services had it used its **Best Reasonable Efforts** to promptly bill for and collect its usual and customary rates/charges from patients and third-party payors).

3.8. “Stipend” or “Annual Stipend”

Means the amount paid by **CRMC** to **HES** for **Transfers** pursuant to this Section 3. for any **Annual Period**.

4. Transport Services & Conditions.

HES agrees to provide an ambulance for transport services to and from **CRMC** when an ambulance is available, regardless of the residency of the individuals requiring transport or their destination as defined herein. **CRMC** acknowledges that **HES** has the duty to protect the citizens of the **City** and the other response areas and as a result an ambulance may not always be available when needed by **CRMC**. **HES** agrees to promptly notify **CRMC** when an ambulance is not available within the community and will not become available within the community according to the **Response Time Priority Chart** set forth in Section 8. below. The parties expressly acknowledge and agree that notwithstanding anything herein to the contrary, there is no obligation of **HES** to transport or refer patients to **CRMC** for emergency medical services or any other services, nor any intent to influence the judgment of **HES** or any other party as to where patients should receive emergency medical services or any other services. **CRMC** and **HES** agree that the decision to transport patients to any particular facility shall be made based upon the patients’ request/wishes and upon time critical diagnosis guidelines and protocols covering ambulance services, taking into consideration the capabilities of the facilities.

5. Definitions: Emergent vs. Urgent Transports.

In an effort to provide the best service to its patients, **CRMC** agrees to the following definitions with respect to “**Emergent Transports**” and “**Urgent Transports**”. The word “**Emergent**” may be sometimes referred to herein in the same context as emergency or vice versa.

5.1. Emergent Transports.

- 5.1.1. Patients that may be considered **Emergent Transports** have critical, potentially life-threatening conditions that require a higher level of care, and immediate care by a specialist upon arrival at the receiving facility.
- 5.1.2. Examples of patients that may be considered as **Emergent Transports** include:
 - STEMI cardiac patients.
 - Neurosurgical or trauma patients requiring immediate interventions.
 - Aortic dissections requiring immediate interventions.
 - Patients in respiratory arrest/acute respiratory failure.

Notwithstanding anything herein to the contrary or the previous examples, the parties agree that the ultimate determination as to whether a patient's condition is considered "**Emergent**" requiring **Emergent Transport** shall be made in the reasonable discretion of the treating/responsible physician, in the best interests of the patient.

5.2. Urgent Transports.

- 5.2.1. Patients considered **Urgent Transports** are those patients requiring scheduled transportation to another facility or location who are in stable condition, who do not have a critical, potentially life-threatening condition that urgently requires a higher level of care, and who are not expected to become unstable within the next two (2) hours.
- 5.2.2. The parties agree that the ultimate determination as to whether a patient's condition is to be considered "**Urgent**" requiring **Urgent Transport** shall be made in the reasonable discretion of the treating/responsible physician, in the best interests of the patient. Examples of patients that may be considered as **Urgent Transports** include:
- Pediatric patients
 - OB patients equal to or greater than 20 weeks gestation
 - non-STEMI cardiac patients
 - Trauma consults
 - Neurosurgical evaluation/consultations
 - Psychiatric admissions - if the **City** is unable to make the scheduled time allowance the **City** will contact other ambulance services or mutual aid to transport the patient to approved destination hospital.

5.3. Transports That Are Not Emergent or Urgent.

The parties hereto agree that all other transports, except as specifically described in Sections 5.1. and 5.2., are not **Emergent** or **Urgent**. Sometimes such transports may be referred to as **Non-Emergent Transports**.

5.4. Out of Metro Area Non-Emergent Transports.

Non-Emergent Transports of patients (or discharged patients) from **CRMC** to a destination over 60 miles away (one-way) will require at least 8 hours prior notice to **HES**. An additional crew will be required to complete such transports, and such transports shall not take place between 10:00 p.m. and 7:00 a.m. the following day, unless **CRMC** agrees to pay **HES** a fee in the amount of \$500.00 per **Transfer** for such transport during such times, if an **HES** ambulance is reasonably available.

6. Arrangement of Transports.

CRMC agrees to provide and establish transport coordination, administration, and request authority from HES with a single primary position and one alternate position for all patient **Transports** from CRMC.

7. Mutual Aid Policy.

HES and CRMC agree to accept the mutual aid authorized and permitted under RSMo §320.090 and the policies and systems set forth under the Missouri Systems Concept of Operational Planning for Emergencies originally developed by the Missouri Association of Fire Chiefs Work Group for Intrastate Mutual Aid System in July 31, 2007, as amended from time to time with respect to patient **Transports** from CRMC, which system and policy shall be attached hereto as **EXHIBIT B** and incorporated herein (“**Mutual Aid Policy**”). Such **Mutual Aid Policy** shall govern HES’ ability to meet the response times set forth in the **Response Time Priority Chart** below.

8. Responsibility of HES.

HES is responsible for protecting the community of the **City** and its response area in the **Ambulance Service Area**. HES will provide an ambulance as soon as possible when one is available. HES will maintain at least one ambulance in service for its response area. HES will use its best reasonable efforts to abide by the **Response Time Priority Chart** below to provide service to CRMC. If an HES ambulance is not available within the community and will not become available within the community according to the **Response Time Priority Chart**, HES will promptly notify CRMC of the same, and a request for mutual aid will be initiated by HES according to **Mutual Aid Policies** in affect between HES and neighboring emergency medical service providers. HES agrees to track and keep a record of the response times for all patient **Transports** from CRMC and to report such data to CRMC in writing on a monthly basis. If the National Weather Service (NOAA), or the Missouri Department of Transportation (MoDOT) have issued a “Travel Advisory” due to inclement weather or hazardous road conditions, then HES may, in its reasonable discretion, choose to reasonably delay any **Urgent** or **Non-Emergent Transports** due to unsafe driving conditions. HES must still timely respond for **Emergent Transports**, except HES shall not be required to respond when the roads necessary for the Emergent Transport are in such an unsafe condition that such roads are practically impassable, or such transport poses a serious danger to HES personnel and such Emergent Transport patient (“Unsafe Transport Condition”). As soon as the Unsafe Transport Condition no longer exists, HES agrees to timely respond to the Emergent Transport request.

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Response Time Priority Chart
(Definition of each Class specified in Section 5.)

Priority	Type	Class	Required Response Time	Response Time Will Be Met
1	Critical / Life-threatening	Emergent	10 minutes	95%
2	Non-Life Threatening	Urgent	120 minutes	90%
3	Scheduled Patient Transport	Non-Emergent	Reasonable Time, not to exceed 240 minutes	90%

9. City and City Staff and Relationship with CRMC; Independent Contractor.

9.1. City and City Staff Are Independent Contractors.

The **City and City Staff** shall have the status of an independent contractor for purposes of this **Agreement**. The staff of **HES** shall be considered to be employees of the **City** at all times and shall be subject solely to the **City's** control and supervision.

The phrase "**City and City Staff**" shall, for purposes of this Agreement, include **HES**, all departments, all employees, staff and public officials of the **City**.

9.2. CRMC and CRMC Personnel Not Agents of City and City Staff.

This **Agreement** does not cause **CRMC**, or any **CRMC** personnel or agent to be an employee, agent, or partner of **City and City Staff** under any circumstances or for any reason whatsoever.

10. Responsibility.

Each party hereby agrees that it is solely responsible for the acts and omissions of its own employees and agents in the performance of services under this **Agreement**.

11. Termination.

The parties agree that this **Agreement** may be terminated by either party without cause upon at least ninety (90) days' prior written notice thereof (the date referenced in such written notice shall be the "**Termination Date**"). Additionally, this **Agreement** may be terminated immediately by either party in the event the other party breaches a material provision of this **Agreement** (other than with respect to **HES'** failure to meet the **Response Time Priority Chart** in Section 8. above) and fails to remedy or cure such breach within fifteen (15) days after its receipt of written notice thereof from the non-breaching party. Without limiting the foregoing, in the event **HES** fails to meet the **Response Time Priority Chart** on three (3) or more occasions during any thirty (30)-day period, then **CRMC** may either terminate this **Agreement**

immediately upon written notice thereof to **HES** or deduct the amount of \$150.00 per occurrence over three (3) occasions from the **Stipend** payable hereunder (the date specified in the notice of any immediate termination shall also be the “**Termination Date**”). Within ten (10) days of any termination of this **Agreement**, **HES** shall return and pay to **CRMC** any portion of the **Annual Stipend**, and any monthly installment thereof, which has been paid by **CRMC** and relates to any period occurring after the **Termination Date**. Further, in the event **HES** terminates this **Agreement** without cause pursuant to this Section 11., or in the event **CRMC** terminates this **Agreement** due to a material breach hereof by **HES**, the **City** shall exempt **CRMC** from the ordinance requiring it to utilize the services of **HES**.

12. Authority to Sign.

CRMC and **HES** each represent and warrant to the other that the person or entity signing this **Agreement** on behalf of such party is duly authorized to execute and deliver this **Agreement** and to legally bind the party on whose behalf this **Agreement** is signed to all of the terms, covenants and conditions contained herein.

13. Purpose; Legal Compliance.

The parties acknowledge that:

13.1. each party is a public entity which is organized pursuant to, in the case of **CRMC**, statute, and, in the case of **HES**, ordinance;

13.2. each party operates primarily for the benefit of the residents of, in the case of **CRMC**, Cass County, Missouri, and, in the case of **HES**, the **City** and the **HES Ambulance Service Area**;

13.3. The **City** is located within Cass County, Missouri, and accordingly, the residents of the **City** are intended beneficiaries of each party’s services;

13.4. the ordinances of the **City** require **HES**, subject to certain limited exceptions, to perform emergency medical services, which **HES** considers includes, but is not limited to, all ambulance transports commencing or occurring within the geographic boundary of the **City**;

13.5. **CRMC** is the only general acute care hospital located in the **City**;

13.6. **Transfers** commencing from **CRMC** currently account for a significant percentage of the total annual ambulance transports of **HES**;

13.7. the incremental costs **HES** incurs associated with providing the **Transfers** exceeds **HES**’ revenue/receipts attributable to providing the **Transfers**;

13.8. **HES** requires the **Annual Stipend** described in Section 3. above to offset a portion of such loss and to enable **HES** to better provide ambulance transport services to the residents of the **City**, the **Ambulance Service Area**, and to **CRMC**; and

13.9. **CRMC** is willing to pay to **HES** the **Annual Stipend** set forth above to enable **CRMC's** patients, including, but not limited to, the residents of the **City** and the **Ambulance Service Area**, to obtain better ambulance transport services and to secure **HES'** best reasonable efforts to meet the **Response Time Priority Chart** set forth above with respect to **CRMC's** patients and discharged patients, and provide **HES** with fair market value compensation for such services. Accordingly, the parties agree that there is no obligation of either party, including such party's members, trustees, directors, managers, officers, officials, employees and agents (collectively, "**Affiliates**"), to refer patients to the other party or to any of its **Affiliates**, nor any intent to influence the judgment of either party regarding where patients receive health care services. Further, and notwithstanding any unanticipated effect of any of the terms or provisions herein, each party intends to comply with the statutory and regulatory provisions under the federal Medicare and Medicaid Anti-Kickback Statute, 42 U.S.C. §1320a-7b, as such provisions are amended from time to time, and each party intends for this **Agreement** to be construed in a manner which complies with such statutory and regulatory provisions.

14. Insurance.

The parties shall, at their expense, procure and keep in force at all times during the term of this **Agreement**, from a financially sound and reputable company, public liability insurance. The parties agree to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence. Each party shall furnish the other party with a certificate of insurance as evidence of such coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to the other party. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost.

15. Notice.

All notices to be provided regarding this **Agreement** shall be in writing and shall be given by personal delivery or by regular mail and, if to the **City** shall be addressed to the Harrisonville City Administrator, 300 E. Pearl Street, Harrisonville, Missouri, 64701, and if to the **CRMC** shall be addressed to Cass Regional Medical Center c/o the Chief Executive Officer at 2800 E. Rock Haven Road, Harrisonville, Missouri, 64701.

16. Sovereign Immunity.

Nothing in this **Agreement** shall be interpreted or construed as waiving either party's sovereign immunity granted under applicable Missouri Law.

17. Assignment.

The parties shall not assign this **Agreement** or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the non-assigning party. In the event of an assignment without the written consent of the non-assigning party, the assigning party shall remain liable for the remainder of the term of the **Agreement**.

18. Miscellaneous.

18.1. 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**.

18.2. Compliance with Laws.

Each party shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the performance of such party's duties under this **Agreement**.

18.3. Headings; Construction.

The headings that have been used throughout this **Agreement** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Agreement**. Words of any gender used in this **Agreement** 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 **Agreement** shall refer to the entire **Agreement** and not to any particular provision or section.

18.4. 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.

18.5. Waiver.

No waiver of any default by either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated.

18.6. Governing Law.

All matters relating to the interpretation, construction, validity and enforcement of this **Agreement** shall be governed by the internal laws of the State of Missouri, without giving effect to any choice of law provisions thereof.

18.7. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the legal representatives, successors and permitted assigns of the parties hereto.

18.8. Time of Essence.

Time shall be of the essence in the performance of each and every covenant by each party pursuant to the terms of this **Agreement**.

18.9. Entire Agreement, Amendment and Modification.

This **Agreement** contains the entire agreement between the parties with respect to the subject matter hereof. 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. No course of dealing between the parties will modify, amend, waive or terminate any provision of this **Agreement** or any rights or obligations of any party under or by reason of this **Agreement**.

18.10. 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 acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

IN WITNESS WHEREOF, **HES** and **CRMC** have caused this **Agreement** to be executed as of the date set forth above.

Cass Regional Medical Center,
a county owned hospital under Chapter 205
of the Revised Statutes of the State of
Missouri (**CRMC**)

Harrisonville Emergency Services
of the City of Harrisonville,
a Missouri municipal corporation (**HES**)

By: J. Christopher Lang
Title: Chief Executive Officer
Date: _____

By: Happy Welch,
Title: City Administrator
Date: _____

EXHIBIT A
CBIZ Valuation Analysis

(See attached.)

EXHIBIT B
Mutual Aid Policy
(See attached.)

**TRANSPORT AGREEMENT BETWEEN
HARRISONVILLE EMERGENCY SERVICES
AND
CASS REGIONAL MEDICAL CENTER**

VALUATION ANALYSIS

**AS OF
SEPTEMBER 1, 2014**

PRIVILEGED AND CONFIDENTIAL

www.cbizvaluation.com



info@cbizvaluation.com

CBIZ VALUATION GROUP, LLC

VALUATION, FINANCIAL ADVISORY & LITIGATION SUPPORT

Atlanta ♦ Boston ♦ Chicago ♦ Dallas ♦ Milwaukee
New York ♦ Phoenix ♦ Princeton ♦ St. Louis



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 625 Maryville Centre Drive, Suite 200
 St. Louis, MO 63141 • www.cbizvaluation.com
 Ph: 314.692.2249 • F: 314.692.4222

PRIVILEGED AND CONFIDENTIAL

September 19, 2014

Mr. Keith Moody
 City Administrator
 City of Harrisonville
 300 E. Pearl Street
 Harrisonville, MO 64701

Mr. Chris Lang
 Chief Executive Officer
 Cass Regional Medical Center
 2800 East Rock Haven Road
 Harrisonville, MO 64701

Re: ***Transport Arrangement***

Dear Mr. Moody and Mr. Lang:

We have completed our analysis of fair market compensation for the ambulance services Harrisonville Emergency Services ("HES") provides to Cass Regional Medical Center ("CRMC"). Our valuation of fair market compensation for the services HES provides to CRMC is as of September 1, 2014 (the "Valuation Date").

PURPOSE AND SCOPE

The purpose of our analysis is to assist HES and CRMC management with federal regulatory and tax issues related to the payment for ambulance services provided by HES. We have not been engaged to make specific purchase or sell recommendations. Our work is designed solely to provide information that will allow management to make an informed decision. The details of our analysis and conclusions are presented in the following report.

Our scope included review of revenue and expense statistics of HES associated with the services provided to CRMC, discussions and correspondence with the City of Harrisonville ("COH") and CRMC management and research of ambulatory services databases, public filings and various other resources. We held conversations with the following individuals:

- Mr. Keith Moody, COH City Administrator; and
- Mr. Chris Lang, CRMC CEO.

Attachment: CBIZ-CRMC - Ambulance Report final 12.11.14 (Hospital Transport Contract)



Mr. Keith Moody
Mr. Chris Lang
September 19, 2014
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We have completed the analysis in accordance with our Assumptions and Limiting Conditions.

PREMISE OF VALUE

For the purpose of this valuation, the premise of value is fair market value, which is defined as "the amount for which an asset (or liability) could be exchanged in a current transaction between knowledgeable, unrelated willing parties when neither party is acting under compulsion."¹ This concept of value is supported by definitions set forth by the Internal Revenue Service and has been further established and elaborated upon in numerous court decisions dealing with fair market value.

Fair market value is further defined under the safe harbor regulations at 42 C.F.R. sec. 1001.952(b)&(c) as fair value for general commercial purposes, without any adjustment to reflect additional value that either party would attribute as a result of proximity or convenience to sources of referral or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or Medicaid.

AMBULANCE SERVICES INDUSTRY²

The ambulance services industry has benefited from strong demand for emergency and nonemergency ambulance services from the growing elderly population. Nevertheless, the industry landscape has changed over the past five years. During the five years to 2014, industry revenue increased at an annualized rate of 3.8% to \$14.9 billion, including 2.4% revenue growth in 2014, which can be attributed to the growing elderly population requiring ambulance services to visit emergency departments for their age-related health ailments. Profit rose from 6.1% of industry revenue in 2009 to 8.2% in 2014, as many ambulance providers used alternative vehicles, such as single or two person units, which has cut fuel costs and bolstered profit.

During the next five years, ambulance providers will experience revenue growth due to healthcare reform increasing the number of insured individuals, thereby lowering the occurrence of bad debt. Nevertheless, in order to cut healthcare costs, the Federal Government will likely lower reimbursement rates, causing the industry to grapple with rates that may not cover the cost of care. However, the growing elderly population requires more physician care, personnel and medical equipment than any other age demographic, which will provide need-based demand for both nonemergency and emergency ambulance services.

In the five years to 2019, industry revenue is forecast to grow at an annualized rate of 4.4% to \$18.5 billion, which can be attributed to many municipalities limiting eligibility for industry operators to provide ambulance services for federal funding recipients. This trend will likely spur consolidation among ambulance providers, therefore lowering operational costs and bolstering industry revenue. Profit is expected to rise from 8.2% of industry revenue in 2014

¹ Treasury Regulation 20.2031-1(b); Revenue Ruling 59-60, 1959-1 C.B. 237

² 62191 Ambulance Services in the U.S. Industry Report. IBISWorld Industry Report. May 2014.



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to 8.7% in 2019, due to more patients, particularly dialysis patients, requiring high-margin nonemergency ambulance services.

BACKGROUND

HES provides fire and emergency services to the residents of Harrisonville, Missouri. In 2007, the three divisions of the City of Harrisonville, the Fire Department, Emergency Medical Services, and the Emergency Management Agency consolidated services to create HES. After the consolidation, fire suppression staffing is on site from 8:00 a.m. to 4:30 p.m. and volunteers cover from 4:30 p.m. to 8 a.m. and on the weekends and holidays. EMS maintains a 24-hour on and 48-hour off schedule.

In April of 2009, the residents of COH passed a three-eighth-cent public safety sales tax that was used for personnel in HES and Harrisonville Police Department. This tax allowed the department to hire additional staff and provide 24-hour in station coverage for fire suppression. In June of 2009, HES began providing 24/7 coverage with a minimum of seven staff members on duty. This coverage allows for the staffing of two paramedic ambulances (one firefighter / EMT and firefighter / paramedic) and one Engine Company (two firefighter / EMTs and one firefighter / paramedic). The department staffs two advanced life support ambulances and an additional ambulance in reserve for a heavy call load. All personnel are crossed trained to be certified in fire suppression and emergency medical services. Administration of the department is held by the emergency services director (the "ESD"). The ESD is responsible for the overall operations of the department, including the medical billing office. As required by a COH ordinance, HES is the only ambulance provider that can provide ambulance services in the geographic boundaries of COH.

The department has to have medical direction to be licensed by the State of Missouri to operate an ambulance service. The medical director is a licensed physician with emergency medicine as an area of expertise. The medical director approves a set of medical protocols that allows the paramedics to function to provide emergency medical treatment. The medical director also reviews documents and sets standards for on scene treatment times.

CRMC is a general, acute care facility located in Harrisonville that serves the residents of Cass County, northern Bates County, northwestern Henry County and western Johnson County. CRMC is owned by Cass County and is governed by a five-member Board of Trustees. While the Board of Trustees retains governance and operating control, CRMC is managed under contract by Healthcare Corporation of America ("HCA").

OVERVIEW OF THE AGREEMENT

CRMC and HES entered into a Transportation Agreement (the "Agreement") in 2011. In the Agreement, CRMC agreed to provide HES a fixed stipend of \$150,000 annually to provide ambulance services to CRMC patients. HES bills the patient or insurance carrier directly for ambulance services provided. Due to the high governmental and self pay mix in the area, HES does not collect adequate revenue to cover the cost of the services provided to CRMC.



Under the Agreement, HES agrees to provide ambulance transport services to CRMC when an ambulance is available. CRMC recognizes the obligation that HES has to the citizens of Harrisonville, and as a result, an ambulance may not always be available when needed. To alleviate this, the Agreement stipulates a Response Time Priority Chart (indicated below) for HES to adhere to when providing transport to CRMC. If an HES ambulance is not available within the response time, a request for mutual aid will be made by HES to a neighboring emergency medical service provider.

Priority	Type	Class	Time	Response Time Will be Met
1	Life Threatening	Emergency	10 Minutes	95.0%
2	Non – Life Threatening	Urgent	30 Minutes	95.0%
3	Scheduled Patient Transfer	Non - Emergency	4 hours	95.0%

DETERMINATION OF ANNUAL STIPEND PAYMENT

Due to the poor reimbursement for the CRMC transports, HES is not able to cover all costs associated with providing the transport services, thus HES operates at a loss for these transports. To assist HES with the additional burden of providing the ambulance services, CRMC is currently providing a \$150,000 stipend to HES.

CRMC is a county-owned hospital that serves Cass County, while HES is assigned to provide emergency assistance solely to the residents of the City of Harrisonville. CRMC management indicated that county funding is unable to be used in support of city services, including HES. As such, CRMC and HES have agreed to determine the annual stipend on an incremental basis to HES. The calculated annual stipend is based on the difference between the projected receipts from transported CRMC patients and total expenses allocated to those transports. Our calculation of the stipend is presented in Exhibit A.

In determining an appropriate annual stipend, we reviewed data provided by COH administrator Keith Moody regarding the number of patients transported from CRMC, HES' collection trends and expense estimates for the operation. The average charge per transport for CRMC patients was \$1,034 in 2013. The collection percentage was 47.4% over that same timeframe with average payment per patient of \$491. Revenue generated is determined from the number of transports of non-Harrisonville residents from CRMC to a facility outside the city limits. As indicated earlier, our analysis is being completed on an incremental basis. HES exists to provide services to the citizens of Harrisonville. Therefore, our analysis only included revenue and expense associated with non-Harrisonville residents' transports. Of the 3,014 total HES transports, 927 were CRMC related transfers. 768 of those transports were to facilities outside Harrisonville and 530 of the 768 were non-



Mr. Keith Moody
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Harrisonville residents. Estimated collections for the 530 patients are \$260,230 (530 x \$491).

Discussions held with management indicate that additional full time equivalent ("FTE") employees are required to provide the services to CRMC. In addition to the two teams currently staffed, one additional team is required for the CRMC services. HES determined that one EMT and one paramedic are added to the rotation 24 hours a day, 7 days a week for CRMC, which translates to 3 EMT and 3 paramedic positions for a total FTE increase of 6.0. Average cost per EMT and paramedic budgeted for 2015 is \$62,393 for an incremental cost of 6.0 FTE's of \$374,358.

Other incremental costs HES incurs associated with providing transport services to CRMC include printing, training and travel, medical supplies and vehicle insurance. These costs are allocated to CRMC based on non-resident transports of 503 to total transports of 3,014 or 17.6%. Incremental costs are estimated at \$11,623.

COH management indicated additional cost of medical director professional liability insurance and other costs which included medical director expense. We have excluded these costs since these are costs HES would incur without the CRMC transports and thus are not incremental costs.

The final expense is mileage expense. Total annual miles driven for CRMC transports were 47,522 in 2013. Non-Harrisonville resident transports represents 57.2% of all CRMC transports, thus, mileage for non Harrisonville resident transport was estimated at 27,170 (47,552 x .572). COH management represented that the cost per ambulance mile was \$1.43. Total incremental mileage expense was estimated at \$38,853 (27,170 x \$1.43).

As can be seen in Exhibit A, total incremental expense is estimated at \$424,834. As indicated earlier, estimated revenue for the CRMC transports is \$260,230, which calculates to a loss to HES for providing the services to CRMC of \$164,600.

CONCLUSION

Based on the above analysis and calculations, it is our opinion that a stipend of \$164,600 is reasonable for the ambulance services HES provides to CRMC.

We appreciate the opportunity to be of service to you. Please call W. Kevin Moentmann or Mary J. Dempsey at (314) 692-2249 with any questions.

Respectfully submitted,

CBIZ Valuation Group, LLC
CBIZ VALUATION GROUP, LLC

Attachments:

Appendix A – Assumptions and Limiting Conditions
Exhibit A – Cass Regional Medical Center Stipend Analysis



APPENDIX A ASSUMPTIONS AND LIMITING CONDITIONS



ASSUMPTIONS AND LIMITING CONDITIONS

This valuation by CBIZ Valuation Group, LLC ("CBIZ") is subject to and governed by the following Assumptions and Limiting Conditions and other terms, assumptions and conditions contained in the engagement letter.

LIMITATION ON DISTRIBUTION AND USE

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the "CBIZ Work Product") included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than City of Harrisonville and Cass Regional Medical Center (the "Companies") may rely on them for any purpose whatsoever. Neither the valuation report, its contents, nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Companies desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Assumptions and Limiting Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any regulatory filing, CBIZ, at our sole discretion, may permit the Companies to do so for a fee commensurate to the additional risk associated with such distribution or use.

As required by new U.S. Treasury rules, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this letter, including attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service.

NOT A FAIRNESS OPINION

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair market value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

COMPETENT MANAGEMENT ASSUMED

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we



responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

NO OBLIGATION TO PROVIDE SERVICES AFTER COMPLETION

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Companies or by subpoena or other legal process initiated by a party other than the Companies, Companies agrees to compensate CBIZ for its time at its standard hourly rates then in effect plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

INFORMATION PROVIDED BY OTHERS

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

PROSPECTIVE FINANCIAL INFORMATION

Valuation reports may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

**Harrisonville Emergency Services
Cass Regional Medical Center Stipend Analysis**

Exhibit A

Transport Statistics	2013	As a percent of total	As a percent of CRMC Transports
Total HES Transports	3,014	100%	n/a
Total CRMC Transports	927	30.8%	100%
Destination Outside Harrisonville (OH)	768	25.5%	82.8%
Non-Resident Patients (OH, NR)	530	17.6%	57.2%
Revenue Statistics	Total for the year 2013		
Average Revenue for CRMC Transports	\$491		
Non-Resident Patients (OH, NR)	530		
Total Collected from CRMC OH NR			\$260,230
Incremental Expenses			
Wages & Benefits all Allocated to CRMC			
Cost per additional FTE	\$62,393		
Number of additional FTE	6.0		
Wages & Benefits Total			374,358
Other Expenses Partially Allocated to CRMC based on % of Total Transports			
Printing	1,550		
Training & Travel	11,200		
Medical Supplies	36,500		
Vehicle Insurance	16,790		
Total Expenses	66,040		
Percent Allocation to CRMC	17.6%		
Total Other Expense Allocation to CRMC	11,623		11,623
Ambulance Vehicle Expenses			
Miles Driven out of CRMC in 2013	47,522		
Percent allocation to OH NR	57.2%		
Miles Allocated to CRMC	27,170		
Ambulance Vehicle Cost per Mile	\$1.43		
Vehicle Expenses for CRMC			38,853
Total Incremental Expenses			\$424,834
HES Loss associated with CRMC Transports			(\$164,604)
Fair Market Stipend			\$164,600

Attachment: CBIZ-CRMC - Ambulance Report final 12.11.14 (Hospital Transport Contract)

Appendix A

Authorities for Mutual Aid

The following are the current Missouri laws pertaining to **MULTI-DISCIPLINE MUTUAL AID**:

Missouri Revised Statutes Chapter 44 - Civil Defense Section - August 28, 2009

44.090. Mutual-aid agreements--participation in statewide mutual aid system--reimbursement for services provided, benefits.

1. The executive officer of any political subdivision or public safety agency may enter into mutual aid arrangements or agreements with other public and private agencies within and without the state for reciprocal emergency aid. Such arrangements or agreements shall be consistent with the state disaster plan and program and the provisions of section 70.837, RsMO, and section 320.090, RsMO. In time of emergency it shall be the duty of each local organization for emergency management to render assistance in accordance with the provisions of such mutual-aid arrangements or agreements.

2. Any contracts that are agreed upon may provide for compensation from the parties and other terms that are agreeable to the parties and may be for an indefinite period as long as they include a sixty-day cancellation notice provision by either party. The contracts agreed upon may not be entered into for the purpose of reduction of staffing by either party.

3. At the time of significant emergency such as fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency disaster or public safety need anywhere within the state or bordering states, the highest ranking official of any political subdivision or public safety agency or their designee may render aid to or request aid from any jurisdiction, agency, or organization even without written agreement, as long as he or she is in accordance with the policies and procedures set forth by the governing boards of those jurisdictions, agencies, or organizations. A public safety need, as used in this section, shall include any event or incident necessitating mutual-aid assistance from another public safety agency.

4. When responding to mutual aid or emergency aid requests, political subdivisions or public safety agencies shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

5. All political subdivisions and public safety agencies within the state are, upon enactment of this legislation or execution of an agreement, automatically a part of the Missouri statewide mutual aid system. A political subdivision within the state may elect not to participate in the statewide mutual aid system upon enacting an appropriate resolution by its governing body declaring that it elects not to participate in the statewide mutual aid system and by providing a copy of the resolution to the director of the department of public safety or his or her designee.

6. The Missouri mutual aid system shall be administered by the department of public safety, which may authorize any organization to assist in the administration of the mutual aid system. The department of public safety may promulgate rules for this section. Any rule or portion of a rule, as that term is defined in section 536.010, RSMo, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536, RSMo, and, if applicable, section 536.028, RSMo. This section and chapter 536, RSMo, are nonseverable and if any of the powers vested with the general assembly under chapter 536, RSMo, to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2009, shall be invalid and void.

7. For the purpose of this section, public safety agencies shall include, but shall not be limited to, fire service organizations, law enforcement agencies, emergency medical service organizations, public health and medical personnel, emergency management officials, infrastructure departments, public works agencies, and those other agencies, organizations, departments, and specialized emergency response teams that have personnel with

special skills or training that are needed to provide services during an emergency, public safety need a disaster, declared or undeclared.

6.I.c

8. It shall be the responsibility of each political subdivision and public safety agency to adopt and put into practice the National Incident Management System promulgated by the United States Department of Homeland Security.

9. In the event of a disaster or other public safety need that is beyond the capability of local political subdivisions, the local governing authority or public safety agency having jurisdiction may request assistance under this section.

10. Any entity or individual that holds a license, certificate, or other permit issued by a participating political subdivision, public safety agency, or state shall be deemed licensed, certified, or permitted in the requesting political subdivision or public safety agency's jurisdiction for the duration of the emergency or authorized drill.

11. Reimbursement for services rendered under this section shall be in accordance with any local, state and federal guidelines. Any political subdivision or public safety agency providing assistance shall receive appropriate reimbursement according to those guidelines.

12. Applicable benefits normally available to personnel while performing duties for their jurisdiction are also available to such persons when an injury or death occurs when rendering assistance to another political subdivision or public safety agency under this section. Responders shall be eligible for the same state and federal benefits that may be available to them for line-of-duty deaths or injuries, if such services are otherwise provided for within their jurisdiction.

13. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or a public safety agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers' compensation provisions provided to them as employees of their respective political subdivision or public safety agency.

70.837. Emergencies--public safety agencies may provide aid to other public safety agencies in state and bordering states.

1. In addition to the emergency aid powers prescribed for municipal fire departments, fire protection associations and volunteer fire protection associations under section 320.090, RSMo, any public safety agency, including, but not limited to, any emergency medical service, political subdivision police department, county sheriff's department, political subdivision emergency management unit or department formed pursuant to chapter 44, RSMo, political subdivision public works department, or public or private contractors of any of such public safety agency may provide assistance to any other public safety agency in the state or in a bordering state at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster. The chief or highest ranking officer of the public safety agency may render aid to any requesting agency as long as he is acting in accordance with the policies and procedures set forth by the governing body of that public safety agency.

2. When responding on emergency aid requests, a public safety agency and any public or private contractors of any such public safety agency shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

Attachment: Missouri Mutual Aid Plan (Hospital Transport Contract)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 16, 2018
SUBJECT: Sewer Rate Rescind

Type of Item: *Approval*

Staff requests the Board rescind Ordinance 3433 modifying the Sewer Rate Charge Revision and reestablish the current Sewer Rate Charge until we have time to perform a rate study to determine the rates needed for future improvement projects to the sewer plants.

Council Bill No. 36**Ordinance No.**

**AN ORDINANCE TO REPEAL ORDINANCE NO. 3433 OF THE CODE OF
ORDINANCES OF THE CITY OF HARRISONVILLE THAT AMENDED
SECTION 700.480 SEWER SERVICE RATES AND REENACT IN LIEU
THEREOF THE ORIGINAL SEWER RATES CODIFIED IN SECTION 700.480 B.
1. AND B.2. AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville ("City") enacted Ordinance No. 3433 on April 2, 2018 amending Section 700.480 Sewer Service Rates B.1. and B.2. to finance mandated State of Missouri improvements and maintain the sewer system, basing all sewer bills on the actual consumption of water, and establishing a minimum user fee;

WHEREAS, the Board of Aldermen ("Board") of the City have decided that further study of City sewer rates is advisable to determine if such rates should be amended, and what the appropriate sewer rates should be;

WHEREAS, while the Board and City staff conduct such further study, the Board believe it is appropriate to repeal Ordinance No. 3433, and reenact the sewer rates as set forth in the previously codified Section 700.480 B.1. and B.2.;

WHEREAS, the Board of Aldermen after careful and due deliberation find it would be in the best interest of the City to repeal Ordinance No. 3433 and reenact the original sewer rates contained in codified Section 700.480 B.1. and B.2. as set forth below.

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

Section 1: That Ordinance 3433 is hereby repealed:

Section 2: That the following sewer rates codified in Chapter 700, Utilities, Section 700.480 Sewer Service Rates B.1. and B.2. is hereby re-enacted in lieu of Ordinance 3433 as of the effective date, to read, as follows:

1. *Commercial.*
 - a. Ten dollars and forty-five cents (\$10.45) for the first one thousand (1,000) gallons.

- b. For all in excess of one thousand (1,000) gallons, sixty-eight and zero-tenths cents (\$0.680) per one hundred (100) gallons.

2. *Residential.*

- a. Ten dollars and forty-five cents (\$10.45) for the first one thousand (1,000) gallons.
- b. For all in excess of one thousand (1,000) gallons, sixty-eight and zero-tenths cents (\$0.680) per one hundred (100) gallons.

Quantity charges for residential users shall be calculated each March 31 based on winter period average water usage defined as the average monthly usage for at least two (2) consecutive months based on meter readings in March and/or the immediate preceding months of October, November, December, January and February. The minimum monthly usage shall be one thousand (1,000) gallons. When a residential user does not have a history of water usage for the immediate preceding January, February and March or when a resident is not properly metered, the quantity charge shall be based on one hundred percent (100%) of the monthly metered water used, not to exceed the average winter period water usage for the residential class. Charges for all commercial and industrial users shall be based on one hundred percent (100%) of the monthly metered water used except as otherwise provided in Section **700.490**.

Section 3: That the codified language of Chapter 700, Utilities, Section 700.480 Sewer Service Rates B.2.c. *Extra strength charge* renumbered by Ordinance 3433 shall be renumbered to its original codified numbering scheme as B.2.c.

Section 4: That this ordinance shall become effective for all billings due on or after May 21, 2018.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 21st Day of May 2018. Read for the second time by

title only on the 21st day of May 2018 and passed by the Board of Aldermen on the 21st day of May 2018.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 21st day of May 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 16, 2018
SUBJECT: Fireworks Ord Ratification

Type of Item: *Approval*

The Board passed Ordinance 3434 in April to make changes to the hours fireworks are allowed and to allow the sales of bottle rockets. An amendment to the ordinance was agreed to that added language to signs required to be posted noting bottle rockets are not allowed to be discharged in Harrisonville.

After the meeting it was pointed out by a former alderman that the process to adopt the amendment and the ordinance missed a step and was not done properly.

In order to clarify the issue we have drafted a ratification ordinance for Ordinance 3434 to approve the ordinance with the added language.

Council Bill No. 37**Ordinance No.**

**AN ORDINANCE RATIFYING ORDINANCE NUMBER 3434 THAT AMENDED
SECTION 205 ARTICLE V FIREWORKS, OF THE HARRISONVILLE CODE
OF ORDINANCES, REAFFIRMING THE AMENDED LANGUAGE, AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville ("City") restricts the sale and use of fireworks in the city limits;

WHEREAS, a majority of the Board of Aldermen ("Board") voted to amend certain sections of the Section 205 relating to fireworks pursuant to an ordinance ("Fireworks Ordinance") which was presented to the Board at the regular April 2, 218 Board meeting ("Meeting");

WHEREAS, the Fireworks Ordinance amended the hours that fireworks may be discharged prior to and including the Fourth of July Holiday;

WHEREAS, the Fireworks Ordinance retained the prohibition in the Code that it shall be unlawful to discharge bottle rockets in the City limits;

WHEREAS, during the Meeting an amendment to the Fireworks Ordinance was offered during the discussion to read that "Any such sign must also state that discharge of bottle rockets is prohibited by Harrisonville City Ordinance within the city limits. Such sign must be displayed at checkout and at the point of bottle rocket display";

WHEREAS, after the offering of the amendment to the Fireworks Ordinance a majority of the Board voted in favor of the Fireworks Ordinance;

WHEREAS, subsequently to the Meeting, the Board understands there may have been a misunderstanding or a claimed procedural issue for the amendment when adopting the Fireworks Ordinance;

WHEREAS, in order to address any misunderstanding or claimed procedural defect, the Board of Aldermen wishes to hereby ratify the said Fireworks Ordinance (numbered as Ordinance 3434) that amended language for sections of the Harrisonville Code of Ordinances as they pertain to Sections 205.210, 205.220, 205.240, of the City of Harrisonville, Missouri, and believe this ratification to be in the best interests of the citizens;

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

Section 1: The Board of Alderman ("Board") hereby ratifies Ordinance 3434, that is attached hereto, designated as Exhibit A and incorporated herein by reference, that amended certain sections of Section 205 Article V Fireworks as stated in said Ordinance 3434.

Section 2: That this ordinance shall become effective immediately upon passage and approval for the City of Harrisonville.

Section 3: Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON MAY 21, 2018 AND PASSED BY THE BOARD
OF ALDERMEN THIS 21st DAY OF MAY 2018.

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

ATTEST:

Randall K. Jones, City Clerk

APPROVED by the Mayor this 21st day of May 2018

Council Bill No. 26**Ordinance No. 3434 (9-18)****An Ordinance Repealing Certain Sections of Section 205 Article V Fireworks, of the Harrisonville Code of Ordinances, Enacting in Lieu Thereof Revisions to Sections 205.210, 205.220, and 205.240, and Establishing an Effective Date, as Amended.**

WHEREAS, the City of Harrisonville ("City") restricts the sale and use of fireworks in the city limits;

WHEREAS, the Public Safety Committee recommends amendments to certain sections of the Code relating to fireworks;

WHEREAS, the Public Safety Committee recommends the City amend the hours that fireworks may be discharged prior to and including the Fourth of July Holiday;

WHEREAS, the Public Safety Committee recommends amending the sale of bottle rockets and allow them to be sold in the City limits but retain the prohibition in the Code that it shall be unlawful to discharge bottle rockets in the City limits;

WHEREAS, the Public Safety Committee discussed the changes and recommends approving the revisions to Sections 205.210, 205.220, and 205.240 of the Code of Ordinances;

WHEREAS, the Board of Aldermen accepts the recommendation of the Public Safety Committee to amend certain sections of the Harrisonville Code of Ordinances as they pertain to Sections 205.210, 205.220, 205.240, of the City of Harrisonville, Missouri, and believe it to be in the best interests of the citizens;

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

Section 1: The Board of Alderman ("Board") hereby repeals certain sections of Section 205 Article V Fireworks, and enacts in lieu thereof new Sections 205.210, 205.220, and 205.240 to read as follows:

Section 205.210 Sign Required at Sale Locations.

All persons engaged in the retail sale of fireworks shall prominently display signs furnished by the City advising the general public that it is illegal to fire fireworks within the corporate limits of the City except between the hours of 7:00 A.M. and 10:00 P.M. on July 1st & 2nd and between the hours of 7:00 A.M. and 12:00 A.M. on July 3rd & 4th. Any such sign must also state that discharge of bottle rockets is prohibited by Harrisonville City Ordinance within the city limits. Such sign must be displayed at checkout and at the point of bottle rocket display.

Section 205.220 Discharge Restricted to Certain Periods.

No person shall discharge any fireworks within the corporate limits of the City without a permit except during the period of July 1 to July 4. Fireworks shall be allowed to be discharged during this period as follows:

July 1, 7:00 a.m. to 10:00 p.m.

July 2, 7:00 a.m. to 10:00 p.m.

July 3, 7:00 a.m. to 12:00 a.m. (midnight)

July 4, 7:00 a.m. to 12:00 a.m. (midnight)

Section 205.240 Bottle Rockets Prohibited.

No person or persons shall discharge bottle rockets as defined herein within the corporate limits of the City of Harrisonville. "Bottle rocket" is defined as an aerial fireworks device that has a wood, bamboo, or plastic stick attached and has an overall length of less than eighteen (18) inches.

Section 2: That this ordinance shall become effective immediately upon passage and approval for the City of Harrisonville.

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

VOTE TAKEN AS FOLLOWS:

AYES: Alderman Bockelman, Dikcerson, Long, Turner and Levsen

NAYS: Alderman Bowman, Reece and Milner

ABSENT:

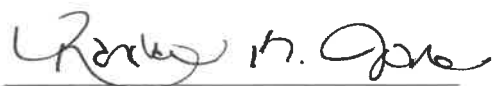
ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON APRIL 2, 2018 AND PASSED BY THE BOARD OF ALDERMEN THIS 2ND DAY OF APRIL 2018.



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

ATTEST:



Randall K. Jones, City Clerk

APPROVED by the Mayor this 2ND day of April 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: May 17, 2018
SUBJECT: City Admin Rpt 5-21-18

Type of Item: *Report*

CITY ADMINISTRATOR REPORT

May 21, 2018

1. I will be handing out the budget questionnaire and the budget schedule for this year at the June 4 Board meeting. We will have a work session before the June 21 meeting so we can review what areas you want us to focus on as we develop the FY2019 budget. This will be open to the public as well if you wish to get input.
2. You may have seen the responses on Facebook when we posted about the boat ramp remaining closed. We will discuss at our Public Works meeting on June 5.
3. The Cleanup day collection was successful this year, especially at a new location. 446 total loads were dropped off at the Municipal Waste location, a 19% increase from last year. Next Cleanup day will be this fall, and we have Household Hazardous Waste drop off Saturday, June 9 at the Street Department on Independence.
4. City offices will be closed Monday, May 28, 2018 for Memorial Day.
5. Don't forget the HPD Charity Softball Tournament is Saturday, May 19, 2018 from 8a to 8p out at North Park.
6. The City of Harrisonville is hosting the West Gate MML Conference next Thursday, May 24, at 6p at the Beck Event Space. This will be a good chance to show off the Square (even with construction equipment) and highlight the improvements and revitalization we're seeking for the Square. Any member of the Board is invited. Richard Sheets from MML will be there to go over legislative bills that passed or didn't pass and how they will affect municipalities.

A. Action Item (ID # 2885)

City Admin Rpt 5-21-18