



**AGENDA
CITY OF HARRISONVILLE
PUBLIC SAFETY COMMITTEE
REGULAR MEETING
CITY HALL
JANUARY 26, 2015
6:00 PM**

- 1. Call to Order**
- 2. Approve Minutes**
 - A. Public Safety Committee - Regular Meeting - Sep 22, 2014 6:00 PM**
- 3. Agenda Items**
 - A. Ordinance Amending the Noise Ordinance**
 - B. UTV Usage**
 - C. Citizen Request for No Parking on Oakwood**
 - D. Tow Policy Agreement**
 - E. VIPS Update**
 - F. Entering into contract with MoDOT**
- 4. General Discussion**
- 5. Adjournment**

This meeting will be open to the public.

Posted on City Hall Bulletin Board this 22nd day of January, 2015

Kim Hubbard, City Clerk



DRAFT
MINUTES
CITY OF HARRISONVILLE
PUBLIC SAFETY COMMITTEE
REGULAR MEETING
CITY HALL
SEPTEMBER 22, 2014
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by

| Attendee Name | Title | Status | Arrived |
|-----------------|-----------|---------|---------|
| Kevin Wood | Member | Present | |
| Doug Meyer | Member | Present | |
| Stacey Dahlman | Member | Excused | |
| Marcia Milner | Alternate | Excused | |
| David Dickerson | Member | Present | |
| Bret Reece | Chair | Present | |

Also: Aldermen Morris Coburn and Brett Brown. City Administrator Keith Moody, Eric Patterson, Rick DeLuca, Chief John Hofer, Chief Larry Francis and Sheryl Stanley, recording.

2. Approve Minutes

A. Public Safety Committee - Regular Meeting - Jun 16, 2014 6:00 PM - Accepted

David Dickerson moved and Doug Meyer seconded the motion that minutes of the June 16, 2014 meeting be approved as presented. The motion passed on a unanimous voice vote.

| | |
|------------------|---|
| RESULT: | ACCEPTED [UNANIMOUS] |
| MOVER: | David Dickerson, Member |
| SECONDER: | Doug Meyer, Member |
| AYES: | Kevin Wood, Doug Meyer, David Dickerson, Bret Reece |

3. Agenda Items

A. Meet the Volunteers in Police Service (VIPS) Coordinator -

Chief Hofer gave a brief overview of the new Volunteers in Police Service program, saying that he had been working on it with Judy Bowman since March. Currently, the group has seven members in place and training starting earlier in September. The group

will be able to perform many ancillary duties to take some of the burden off of officers, giving them more time for policing.

B. Discussion on Utility Task Vehicle (UTV) Permits -

Mrs. Rochelle Llamas presented a request to have Utility Task Vehicles (UTVs) permitted on the streets of Harrisonville. She said her father is disabled, but purchased a UTV not realizing it was prohibited from being used on city streets. She said the State of Missouri allows these vehicles and the Cass County Sheriffs Office allows them on county roads, providing they have all the equipment a licensed motor vehicle has and the driver obeys the posted speed limits. She suggested the city sell permits with stickers for wind shields and thereby raise revenue for the city.

Aldermen voiced several concerns or questions concerning the UTVs. Alderman Brown asked if operators were required to have a driver's license and was told they were. Alderman Dickerson asked about accident rates in other cities and wondered if the upcoming construction projects in the city would cause UTVs to be involved in more accidents.

Keith Moody asked how UTVs are insured Alderman Brown said they are insured like cars, but he has concerns that they are not as safe as car.

Steve Kagarice, present in the audience, said UTVs are safer than ATVs, gaining popularity as an alternative to other motor vehicles, and are legal in Garden City.

Mayor Wood suggested Chief Hofer should do more research on how other cities view, license and regulate UTVs.

C. Shop with a Cop -

Chief Hofer told members that the police department will be raising funds and having its first Shop with a Cop program this year prior to Christmas. He expects to have the support of Harrisonville NETT and WalMart. His goal is to have enough funds to take 50-70 kids on a shopping spree.

Kevin Wood moved the Shop with a Cop program be approved and Doug Meyer seconded. Motion passed unanimously.

D. Ordinance Amending Article VI, Section 215.285, Regarding the Discharging of Bows, Crossbows, and Firearms within the City Limits of Harrisonville, Missouri -

Rick DeLuca informed members that the owners of Sporting Supply would like to expand their business by building an indoor firing range, but the language of our current city ordinance is very prohibitive and will not allow the discharge of firearms within city limits for any reason. He was proposing some amendments to Section 215.285 to give specific exemptions to the ordinance and to allow privately operated shooting ranges at approved locations.

Committee chairman Bret Reece said he believed the ordinance needed to be re-drafted, using more precise language. Alderman Dickerson said he also believes the ordinance needs more work. He was concerned the amendments would allow hunting within the city limits. He said many people already complain that they can hear hunters firing at close proximity to their homes.

E. Noise Ordinance Discussion -

Chief Hofer told the committee that the city has received email from citizens complaining about noise, loud stereos and other types of noise pollution in city neighborhoods. He is currently investigating what other Cass County communities are doing and researching other noise ordinances with the assistance of MPR

Mr. Gary Kidd, also in attendance, spoke about his experiences with noise in his neighborhood and passed out information on the health effects of excessive noise exposure.

F. Police Activity Report -

Chief Hofer reviewed his most recent law enforcement statistics and said there are no alarming trends developing.

G. Activity Report -

Chief Francis shared his statistics for 2014 and told the aldermen that the activity levels are comparable to previous years.

4. General Discussion

5. Adjournment

The meeting was closed at

Meeting adjourned at 6:56 p.m.

Respectfully submitted,

Sheryl Stanley, Secretary Pro Tem

Submitted by

Kim Hubbard, City Clerk



STAFF REPORT

TO: Public Safety Committee
FROM: John Hofer, Director
DATE: January 21, 2015
SUBJECT: Ordinance Amending the Noise Ordinance

Type of Item: *Report*

At the last public safety board meeting there was discussion regarding the noise ordinance (250.020), more specifically how to deal with loud stereos. I have worked with City Attorney Maurer's Office and bring forward what we think are needed amendments to the Noise Ordinance to make the officer's job easier when dealing with these situations.

The proposed changes are all contained within section #2 of the ordinance. A copy of the entire ordinance along with a track changes (red lined) version of section #2 has been attached for your review.

If the amendments are approved by the Board of Aldermen we will train our officers in the enforcement of this new ordinance and hopefully make Harrisonville a quieter and more peaceful place.

Please let me know if you have any questions.

A. Action Item (ID # 1728)

Ordinance Amending the Noise Ordinance

Attachments:

Noise Ord. Change (2015) w- changes (PDF)

Public Safety - Loud Stereos (PDF)

2. *Radios, ~~phonographs~~stereos, etc. ~~The Playing,~~ using, operating or permitting to be played, used or operated any radio, tape recorder, cassette player, MP3 player, musical instrument receiving set, musical instrument, phonograph or other ~~machine or~~ device for receiving broadcast sound, producing musical sound or reproducing recorded sound if the device is located in any motor vehicle, residence, or other structure ~~the producing or reproducing of sound~~ in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or ~~at any time~~ with louder volume than is necessary for convenient hearing for the person or persons who are in the ~~room, vehicle or chamber~~motor vehicle, residence, or other structure in which such machine, ~~or~~ device, or instrument is operated and who are voluntary listeners thereto. The operation of any such radio, tape player, cassette player, MP3 player, musical instrument set, instrument, phonograph, machine or other device ~~between the hours of 11:00 P.M. and 7:00 A.M.~~ in such manner as to be plainly audible at a distance of fifty (50) feet from the ~~building property line on which the noise, structure or vehicle in which it is located~~ or in event noise measuring devices or equipment are available, or become available, to measure the noise as against the ambient background noise, and the noise is 25 decibels louder tha the ambient background noise shall be prima facie evidence of a violation of this Section. This section will not apply to any person participating in a parade or public assembly for which a permit has been obtained from the City.*

BILL NO. _____
VOTED FOR: _____
VOTED AGAINST: _____

ORDINANCE NO. _____
FIRST READING: _____
SECOND READING: _____

AN ORDINANCE AMENDING SECTION 250.020 REGARDING NOISE REGULATION

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri desire to amend Section 250.020 regarding the regulation of noise;

WHEREAS, excessive public disturbance noise interferes with the health, safety and welfare of the residents of the City of Harrisonville (“City”); and

WHEREAS, regulating and prohibiting excessive public disturbance noise is a necessary exercise of the police power to protect the general health and safety and comfort of the residents of the City.

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

SECTION ONE: That Section 250.020 shall read as follows:

- A. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Chapter, but said enumeration shall not be deemed to be exclusive, namely:
 - 1. Horns, signaling devices, etc. The sounding of any horn or signaling device in any automobile, motorcycle, streetcar or other vehicle on any street or public place of the City, except as a danger warning; the creation by means of any such signaling devices of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time. The use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up.
 - 2. Radios, stereos, etc. Playing, using, operating or permitting to be played, used or operated, any radio, tape recorder, cassette player, MP3 player, musical instrument or other device for receiving broadcast sound, producing musical sound or reproducing recorded sound if the device is located in any motor vehicle, residence, or other structure in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or with louder volume than is necessary for convenient hearing for the person or persons who are in the motor vehicle, residence, or other structure in which such machine, device, or instrument is operated and who are voluntary listeners thereto. The operation of any such radio, tape recorder, cassette player, MP3 player, musical instrument or other device in such a manner as to be plainly audible at a distance of fifty (50) feet from the property line on which the noise is located or in the event noise measuring devices or equipment are available,

Attachment: Public Safety - Loud Stereos (1728 : Ordinance Amending the Noise Ordinance)

- or become available, to measure the noise as against the ambient background noise, and the noise is 25 decibels louder than the ambient background noise shall be prima facie evidence of a violation of this Section. This section shall not apply to any person participating in a parade or public assembly for which a permit has been obtained from the City.
3. Yelling, shouting, etc. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 P.M. and 7:00 A.M. or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.
 4. Animals, birds, etc. The keeping of any animal which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity.
 5. Steam whistles. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of proper City authorities.
 6. Exhausts. The discharge into the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom. The use of Jacobs Braking Systems (Jake Brakes) for emergency situations is not prohibited.
 7. Noisy vehicles. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
 8. Loading, unloading, opening boxes. The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
 9. Construction or repairing of buildings. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 A.M. and 10:00 P.M. on weekdays, except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 10:00 P.M. and 7:00 A.M. and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 10:00 P.M. and 7:00 A.M. upon application being made at the time the permit for the work is awarded or during the progress of the work.
 10. Schools, courts, churches, hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same

- are in use or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such street indicating that the same is a school, hospital or court street.
11. Hawkers, peddlers. The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
 12. Drums. The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale.
 13. Pile drivers, hammers, etc. The operation between the hours of 10:00 P.M. and 7:00 A.M. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise except for emergency situations approved by the City Engineer.
 14. Blowers. The operation of any noise-creating blower or power fan or any internal-combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.
 15. Public works projects and related construction sites. The construction or excavation of any site other than between the hours of 7:00 A.M. and 10:00 P.M. on weekdays and between the hours of 8:00 A.M. and 6:00 P.M. on Saturdays, except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Public Works Director, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Public Works Director should determine that the public health and safety will not be impaired by the construction or excavation within the hours of 10:00 P.M. and 7:00 A.M. and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 10:00 P.M. and 7:00 A.M. upon application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION THREE: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Governing Body would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION THREE: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

Ayes:

Nays:
Absent:
Abstain:

Read two times by title only on the ___ day of January, 2015, and passed by the Board of Aldermen this ___ day of January, 2015.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this ___ day of January, 2015.

Attachment: Public Safety - Loud Stereos (1728 : Ordinance Amending the Noise Ordinance)



STAFF REPORT

TO: Public Safety Committee
FROM: John Hofer, Director
DATE: January 19, 2015
SUBJECT: UTV Usage

Type of Item: *Report*

At a Board of Alderman meeting in 2014 I was asked to look into an ordinance that would allow utility vehicles (UTVs) to drive on city streets in the City of Harrisonville. Currently under state law UTV's are prohibited from driving on highways.

According to RMSO 304.032(6) municipalities may by resolution or ordinance allow utility vehicle operation on streets or highways under the governing body's jurisdiction. Any person operating a utility vehicle pursuant to a municipal resolution or ordinance shall maintain proof of financial responsibility in accordance with section 303.160 or maintain any other insurance policy equivalent liability coverage for a utility vehicle. Cities are allowed to issue special permits for utility vehicles to be used on highways within the city to licensed drivers for a fee of \$15.

The definition of a utility vehicle is any motorized vehicle manufactured and used exclusively for off highway use which is sixty-three inches or less in width, with an unladen dry weight of one thousand eight hundred fifty pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

Utility vehicles cannot operate upon the highways of this state unless they are:

- Owned and operated by governmental entity for official use:
- Operated for agricultural or industrial on-premises purposes, or
- Operated by handicapped persons for short distances on secondary road.

While completing research on this topic City Clerk Kim Hubbard requested information from her statewide city clerk's association and only received one response. That response was from the City of Slater (pop. 1,856) which allows the use of UTVs on the street. My research also showed that the City of Union (pop. 10,204) also allows the use of UTVs on the street as well and their ordinance, permit and application are attached to this document. These are the only two municipalities that I have been able to locate in the State of Missouri that allow the use of UTVs on the streets.

According to the Missouri State Highway Patrol statistics listed below are the number of traffic crashes in the City of Harrisonville for the last three years:

| Year | Property Damage | Injury Accidents | Total |
|------|-----------------|------------------|-------|
| 2012 | 254 | 86 | 340 |
| 2013 | 315 | 89 | 406 |
| 2014 | 295 | 81 | 376 |

It is my concern that with at least two major road construction projects over the next few years that our traffic crash statistics are going to increase significantly. History has proven this, our current high for traffic crashes occurred during the construction of Hwy 71 to four lane. It is my opinion that UTVs are not constructed for the purpose of driving on the street and we should wait for a state law to be passed before we proceed.

Action Item (ID # 1727)

UTV Usage

Attachments:

UTV Ord. Union MO (TIF)

It is the policy of the City of Union, Missouri to prohibit utility vehicles within the city limits and to regulate with exceptions. It is the intent of the City of Union the prohibition of utility vehicles with exceptions to serve the public health, safety and welfare by reducing the risk of injury and damage on the city streets.

DEFINITION:

UTILITY VEHICLE: Any motorized vehicle manufactured and used exclusively for off-highway use which is sixty-three inches or less in width, with an unladen dry weight of one thousand eight hundred fifty pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

SECTION:

340.250 UTILITY VEHICLES, PROHIBITED -- EXCEPTIONS -- OPERATION OF UNDER AN EXCEPTION -- PROHIBITED USES -- PENALTY

1. No person shall operate a utility vehicle, as defined in section 300.020 of the City of Union Code upon the streets of this city, except, pursuant to Section 304.032, RSMo. and as follows:

(1) The City Clerk may issue a special permit, pursuant to Section 304.032, RSMo., for utility vehicles to be used on streets within the city limits by licensed drivers. Said permit to be issued upon proof that the applicant has a valid operator's or chauffeur's license, that the applicant has liability insurance, covering the operation of said vehicle in an amount meeting the Missouri minimum standards for automobile insurance, and the payment of a fee of fifteen dollars;

2. No person shall operate a utility vehicle within any stream or river in this state, except that utility vehicles may be operated within waterways which flow within the boundaries of land which a utility vehicle operator owns, or for agricultural purposes within the boundaries of land which a utility vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this state at such road crossings as are customary or part of the highway system. All law enforcement officials or peace officers of this state and its political subdivisions or department of conservation agents or department of natural resources park rangers shall enforce the provisions of this subsection within the geographic area of their jurisdiction.

3. A person operating a utility vehicle on a highway shall have a valid operator's or chauffeur's license, but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at a speed no greater than the posted or established speed limit for the street which they are on, but in no case shall they operate at a speed in excess of forty-five miles per hour.

4. No persons shall operate a utility vehicle:

- (1) In any careless way so as to endanger the person or property of another; or
- (2) While under the influence of alcohol or any controlled substance.

5. No operator of a utility vehicle shall carry a passenger, except for a utility vehicle in which the seat of such vehicle is designed to carry more than one person.

6. A violation of this section shall be a misdemeanor. In addition to other legal remedies, the City Attorney may institute a civil action in a court of competent jurisdiction for injunctive relief to prevent such violation or future violations and for the assessment of a civil penalty not to exceed one hundred dollars per day of violation.

DISPLAY OF PERMIT

The UTV permit shall be carried at all times by the applicant to whom issued while operating the UTV in the City and shall be exhibited by such applicant whenever he/she shall be requested to do so by any Police Officer.

CITY OF UNION
500 E. Locust St. – Union, MO 63084 – 636-583-3600/Fax 636-583-4091

UTV (Utility Vehicle) permit fee \$15.00

A minimum processing time of two business days is required, prior to issuance.

DATE OF APPLICATION: _____

NAME OF APPLICANT: _____

ADDRESS OF APPLICANT: _____

PHONE NUMBER OF APPLICANT: _____

SOCIAL SECURITY #: _____ DATE OF BIRTH: _____

PROOF OF VALID OPERATOR'S OR CHAUFFEUR'S LICENSE (*CLERK TO MAKE COPY AN ATTACH HERETO*)

LICENSE NUMBER # _____

PROOF OF LIABILITY INSURANCE, COVERING THE OPERATION OF SAID VEHICLE IN THE AMOUNT MEETING MINIMUM STANDARDS FOR AUTOBILE INSURANCE (*CLERK TO MAKE COPY AND ATTACH HERETO*)

POLICY # _____

I _____ hereby declare that the above information is true and that I have read the DEFINITION and SECTION: 340.250 UTILITY VEHICLES, PROHIBITED -- EXCEPTIONS -- OPERATION OF UNDER AN EXCEPTION -- PROHIBITED USES – PENALTY on the reverse side of this application.

Signature of applicant _____
date

Approved/Rejected: Chief of Police _____ *Date:* _____
Signature

Attachment: UTV Ord. Union MO (1727 : UTV Usage)

UTV
(Utility Vehicle)
Permit



City of
Union, Missouri

500 E. Locust St.
Union, MO 63084
phone: 636-583-3600
fax: 636-583-4091
email: cityclerk@ci.union.mo.us

*Per Ordinance 3498
November 9, 2009*

Attachment: UTV Ord. Union MO (1727 : UTV Usage)



STAFF REPORT

TO: Public Safety Committee
FROM: John Hofer, Director
DATE: January 18, 2015
SUBJECT: Citizen Request for No Parking on Oakwood

Type of Item: *Report*

Karen Ferguson of 1005 Oakwood Drive is requesting no parking signs placed on Oakwood street due to safety reasons and children playing in the area. Ms. Ferguson has been invited to speak at this meeting regarding this subject.

Since Ms. Ferguson's request staff has placed the radar trailer in the 800 block of Oakwood street from September 25, 2014 until October 1, 2014 and a total of 1126 target vehicles were captured by the radar trailer. The average speed of those vehicles was 23.96 miles per hour while the highest registered vehicle was 42 mph and a total of 496 of the 1126 vehicles were above the posted speed limit of 25 mph.

At this point staff does not support Ms. Ferguson's request of no parking on Oakwood street but will defer to whatever the public safety boards decides.

B. Action Item (ID # 1726)

Citizen Request for No Parking on Oakwood



STAFF REPORT

TO: Public Safety Committee
FROM: John Hofer, Director
DATE: January 18, 2015
SUBJECT: Tow Policy Agreement

Type of Item: *Agreement*

Issue: The City of Harrisonville bi-annual tow agreement will expire February 1, 2015.

Background: From 2002 through 2010 the City governed police ordered tows through a contract between either Miller Tow or Johnson Tow. In 2011 the City adopted a Tow Agreement which included a tow rotation for all companies that had signed the agreement. The current agreement will end February 1, 2015 and has produced the normal amount of concerns for City staff. Some of the concerns noted were as follows: Complaints from a tow company about getting their share of the calls, not responding within the allotted time, and not submitting their monthly statement in a timely fashion or at all. Most of these have improved greatly over the past agreement period but are still occasionally noticed.

The agreement was modified in 2013 to give the City more options for non compliance with the agreement. We are proposing no changes to the tow agreement other than changes to the dates. There are no changes in the fees. Please find the proposed agreement attached.

Recommendation: Staff recommends moving forward with this proposed agreement.

C. Action Item (ID # 1724)

Tow Policy Agreement

Attachments:

Tow Policy 2015 (PDF)

**CITY OF HARRISONVILLE
AGREEMENT
FOR TOWING SERVICES**

CITY: City of Harrisonville
300 East Pearl
Harrisonville, MO 64701

CONTRATOR: Tow Company listed within

In order for a tow company to provide services for any **Police-directed tow** this agreement needs to be signed and filed with the Chief of Police prior to any services being rendered.

This policy shall be in effect starting at 12:01 A.M. February 1, 2015. The City of Harrisonville may modify or terminate this agreement with 30 days written notice to all participating Contractors. The City reserves the right to suspend or permanently remove any Contractor found not in compliance with this policy.

CONTRACTOR INFORMATION

(Contractor shall complete all of the following items prior to execution and submission of this agreement to the City)

- Contractor's Status:
- _____(State) Corporation
 - _____(State) Limited Liability Company
 - _____(State) Partnership
 - _____ Joint Venture
 - _____ Individual Proprietor

Contractor's Name: _____

D/B/A (if different): _____

Contractor's Business Address: _____

Contractor's Business Telephone Number: _____ Facsimile Number: _____

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

| Name | Date of Birth | Title | Address |
|-------|---------------|-------|---------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

- A. Name;
- B. Address;
- C. Date of birth; and
- D. Driver's license number, state of issuance, date of expiration, licensed classifications, and license restrictions.

Attachment: Tow Policy 2015 (1724 : Tow Policy Agreement)

2. Policy Price

The Contractor agrees to take in full payment for all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to any subcontractors and suppliers, the compensation set forth in the maximum fee schedule (“*Fee Schedule*”) below:

A. Schedule of Prices

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

Fee Schedule

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

No other fees or charges are allowed. If any vehicle towed pursuant to this policy remains in the Contractor’s storage facility beyond the term of the agreement, the Contractor shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

B. Basis For Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Fee Schedule are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Fee Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Fee Schedule and;

C. Time of Payment.

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

3. Contract Time Proposal

Time is of the essence of this agreement and, except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days. If this agreement is accepted, Contractor agrees that Contractor shall commence the Services immediately following City's acceptance of this Contract, if after February 1, 2013, provided Contractor has furnished to City all insurance certificates and policies of insurance specified in this agreement. The terms of this agreement shall commence at 12:01 A.M. February 1, 2013, and expire at 11:59 P.M. January 31, 2015, unless terminated with 30 days written notice from either the tow service or the City of Harrisonville. One month prior to renewal of this agreement, February 1, 2015, the fee schedule within this agreement may be requested for review by the contractors. The acceptance of said requests will be determined by the City of Harrisonville.

TOW SERVICE AGREEMENT

1. **Definitions:**

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

- A. Vehicles involved in traffic crashes;
- B. Abandoned vehicles on roadways;
- C. Disabled vehicles;
- D. Abandoned or unclaimed vehicles on private property;
- E. Vehicles seized or impounded as evidence;
- F. Recovered stolen vehicles;
- G. Vehicles involved in crimes;
- H. Vehicles relocated during a City emergency; and
- I. Other vehicles as requested by the Police Department.

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

“Evidence Storage Fee” is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each month. For the purposes of administration, the first month’s storage will be assessed at 12:01 A.M. of the day following the tow and continued for a month which by definition shall be thirty (30) days.

The storage lot shall be open between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 12:00 Noon on Saturday. If vehicles which are subject to a "hold" remain in Contractor's storage facility at the end of the term of the Contract, Contractor shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Contractor.

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

“Removal of Personal Property”. Contractor shall allow owners of police-directed towed vehicles one (1) opportunity during normal business hours to remove personal property from their vehicles

(with the exception of “hold” vehicles) at no additional charge to the vehicle owner. Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from seized or evidence tows without prior authorization of a Police Department official.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury liability and property damage in an amount not less than \$500,000 per occurrence and \$2,000,000 aggregate. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to the cancellation of any insurance.
3. **Business License.** The Contractor shall have a business license from the City of Harrisonville.
4. **Licensing and Background Information.** All of the Contractor’s drivers and operators shall have and maintain all required federal and Missouri driver's licenses. Verification of proper licenses for each driver and operator shall be filed annually with the City.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8” chain), yellow oscillating or flashing light bars, broom bucket and shovel, oil absorbent material, and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response Time.** During normal business hours (8:00 A.M.—5:00 P.M.) Monday through Friday, Contractor shall arrive at the scene of a requested tow with the requested and required equipment within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal business hours, Contractor shall arrive at the scene of the tow within twenty (20) minutes after the request for the tow has been made. Contractor shall provide its personnel with the necessary communications equipment to fulfill the required response times. Contractor shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year. Failure to respond within the designated response times listed may lead to suspension or removal from the rotation.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within (2) mile of the City limits of Harrisonville, Missouri which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against the intrusion of unauthorized persons and provide a minimum storage capacity for twenty-five (25) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicles or materials inside the fenced enclosure from off the premises. The storage lot operated by the Contractor shall be open between the hours of 8 A.M. to 5 P.M. Monday through Friday, and 9 A.M. to 12 Noon on Saturday for an owner to retrieve a vehicle towed to the lot.
8. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Harrisonville from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Harrisonville from any and all claims for any loss, damage, or injuries sustained by any person or entity arising out of the award of this contract.
10. **Other Regulations of City.** The Contractor shall obtain a copy of ordinances of the City of Harrisonville, regulating towed vehicles.

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

12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Harrisonville Police Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Harrisonville Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Harrisonville Police Department a monthly report which includes a copy of the customer invoice for each vehicle towed under this agreement and the release and/or disposition of each vehicle towed by the Contractor. Failure to submit the monthly report by the 10th of each month shall result in the immediate removal of the Contractor from the rotation. Once the delinquent report has been properly submitted the contractor will be reinstated to the rotation. Any tows missed due to being removed from the rotation will not be made up.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without permission of the Harrisonville Police Department.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in the fees schedule. Services under this Contract shall be rendered only upon the request of the Police Department. Contractor, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the Contractor shall remove the vehicle(s) from the scene directly to the Contractor's storage facility, for the price specified in this policy.

The Contractor shall consider calls from the Police Department as having first priority over requests for tow service from other parties. Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four hour per day basis every day of the year.

17. **Dispatch.** The City agrees to dispatch the Contractor on a rotation to the site of any police-ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Police Department is unable to contact the Contractor during their rotation, at the number specified within this agreement, within one call and four rings, or is otherwise unable to obtain a response to the scene from Contractor within a reasonable period of time, another tow operator may be contacted by the Police Department for removal of the subject vehicle(s) and such shall be deemed the Contractor's turn in the rotation. Determination of whether Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.
18. **Term.** This Agreement, it's terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of two years, or so long as the Parties hereto act and perform in accordance with this Agreement. The term of this Agreement shall commence at

12:00 A.M. February 1, 2013. This agreement maybe terminated with 30 days written notice from either the tow service or the City of Harrisonville.

19. **Waiver.** A waiver by any Party of any breach or default of another Party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
20. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this policy shall be binding unless the same is agreed to in writing between the Parties.
21. **Assignment.** This Agreement may not be assigned by Contractor without the written consent of the City.
22. **Termination for Cause.** The failure of the Contractor to properly perform any of the Services under this policy shall be cause for the immediate termination of the Contractor without 30 day written notice.
23. **Contractor's Right To Terminate.** Contractor shall have the right to terminate this agreement at any time upon 30 day written notice to the City. Termination of this agreement by Contractor shall not relieve Contractor of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Contractor prior to such termination.
24. **Binding Effect.** This agreement shall be binding on the City and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

ACCEPTANCE

This Acceptance, together with the Agreement attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Services and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Agreement. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by City without further notice of objection and shall be of no effect nor in any circumstances binding upon City unless accepted by City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by City or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

This Agreement, made and entered into this _____ day of _____, 2015, by and between the City of Harrisonville, Missouri, herein sometimes called "**City**", and "**Tow Co.**", herein called "**The Contractor**", for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, The Parties have executed this agreement in four (4) counterparts, each of which shall be considered and construed an original.

CONTRACTOR

By: _____
Name, Manager

Name, Tow Company

CITY OF HARRISONVILLE, MO.

By: _____
Keith Moody, City Administrator

Attest:

Kim Hubbard, City Clerk

Attachment: Tow Policy 2015 (1724 : Tow Policy Agreement)



TO: Public Safety Committee
FROM: John Hofer, Director
DATE: January 18, 2015
SUBJECT: Update on status of Volunteers in Police Service (VIPS) Program

Type of Item: *Report*

We will give a brief update on our plans and the progress of the program. VIPS Coordinator Judy Bowman will be attending the meeting and giving this update. Staff is very pleased with the progress of this program thus far.

D. Action Item (ID # 1725)

VIPS Update



STAFF REPORT

TO: Public Safety Committee
FROM: John Hofer, Director
DATE: January 21, 2015
SUBJECT: MoDOT Traffic Control Contract

Type of Item: *Agreement*

Eric Patterson would like to have a discussion regarding possibly entering into a contract with MoDOT to provide traffic control during some phases of construction of the bridge over I-49.

Details are still in the process of being worked out and more information will be provided at the meeting.

E. Action Item (ID # 1729)

Entering into contract with MoDOT