



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

- 1. Call to Order/Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award Honoring Chris Osterberg for 15 Years of Loyal Service to the City of Harrisonville, MO**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Feb 21, 2017 7:00 PM**
- 6. Agenda Items**
 - A. Council Bill 015: A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to Authorize the City Administrator to Execute A Purchase Agreement for a 2017 Ford F250 Pickup Truck for the Street Department with Max Ford, Harrisonville, in an Amount not to exceed \$27,445**
 - B. Council Bill 016: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE FOR THE PURCHASE OF ONE (1) 2017 FORD F450 TYPE - 1 AMBULANCE FOR THE HARRISONVILLE EMERGENCY SERVICES NOT TO EXCEED \$189,779.00**
 - C. Council Bill 017: An Ordinance Approving the Lease Agreement for the Trap & Skeet Range at North Park Lake in Harrisonville, MO**
- 7. Aldermen and Committee Reports**

8. **Report from the City Administrator**
 - A. **City Administrator Report**
9. **Report from the Mayor**
10. **Adjourn to Executive Session: RSMo. 610.021(1) - Legal; RSMo. 610.021 (3) Personnel**
11. **Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 2nd day of March 2017

**_____
Sheryl Stanley, Deputy City Clerk**

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



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: February 27, 2017
SUBJECT: Service Award - C. Osterberg

Type of Item: *Presentation*

Lt. Chris Osterberg is celebrating his 15th anniversary with the Harrisonville Police Department this month. Mayor Hasek will honor him with a certificate for this achievement.

A. Action Item (ID # 2456)

A Service Award Honoring Chris Osterberg for 15 Years of Loyal Service to the City of Harrisonville, MO

Attachments:

Chris Osterberg (DOCX)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Chris Osterberg

In Grateful Appreciation for

15 Years

Of Dedicated Service to



March 6, 2017

Brian Hasek, Mayor

Attachment: Chris Osterberg (2456 : Service Award - C. Osterberg)



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

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

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

Also City Administrator Happy Welch; City Attorney John Fairfield; Finance Director Marcella McCoy; Police Chief John Hofer; Director of Public Works Eric Patterson; Deputy City Clerk/Public Information Officer Sheryl Stanley, recording.

3. **Ceremonial Matters**

- A. **FFA Proclamation**

Mayor Hasek presented a proclamation to members of the Cass Career Center Future Farmers of America chapter, designating the week of February 18-25, 2017 as FFA Week in Harrisonville.

4. **Public Participation**

There were no speakers during Public Participation.

5. **Approval of Minutes**

- A. **Board of Aldermen - Special Meeting - Feb 6, 2017 6:00 PM**

Minutes of the Special Meeting held February 6, 6 p.m., were approved as presented.

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

B. Board of Aldermen - Regular Meeting - Feb 6, 2017 7:00 PM

Minutes of the Regular Meeting held on February 6, 7 p.m., were approved as presented.

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

6. Agenda Items

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

City Attorney John Fairfield read Council Bill 10 by title only for its second reading. Aldermen again discussed various aspects of the proposal, including the need, benefits and consequences of establishing parking and no parking zones on Elm Street. In the end the group reached a consensus of opinion that it was best to deal only with the area of Elm Street between Price Street and Halsey Street at this time, and that, if necessary, they could look at establishing no parking zones on other parts of the street in the future. Alderman Bockelman moved that Council Bill 10 be amended to prohibit parking on both sides of Elm Street between Price Street and Halsey Street. His motion to amend passed unanimously on a roll call vote. The roll call vote on the second reading of the bill, as amended, also passed without objection. Council Bill 10 was subsequently designated Ordinance 3399 by Mayor Hasek.

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

B. Hangar Lease Approval

This item was pulled from the agenda and will be addressed at a later meeting.

RESULT: WITHDRAWN

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

Police Chief Hofer presented Council Bill 13 asking permission to purchase two vehicles for the Police Department. Following its passage on a 7-1 voice vote, Council Bill 013 was designated Resolution 005 by the mayor.

Minutes Acceptance: Minutes of Feb 21, 2017 7:00 PM (Approval of Minutes)

RESULT:	ADOPTED [7 TO 1]
MOVER:	Marcia Milner, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Bowman, Long, Stafford, Turner, Milner, Reece, Bockelman
NAYS:	David Dickerson

D. An Ordinance of the Board of Aldermen of Harrisonville, Missouri to Amend Article IV, Section 420.150 Of The Harrisonville Code of Ordinances

City Engineer Ted Martin presented Council Bill 014, explaining the Federal Emergency Management Agency (FEMA) is now requiring additional language regarding floodplain management be included in the city's Code of Ordinances. Alderman Turner moved the bill be advanced to a second reading and Alderman Dickerson seconded the motion, which passed unanimously on a roll call vote. Following the second roll call vote, which was also unanimous, the mayor designated Council Bill 14 to be Ordinance 3400.

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

7. Aldermen and Committee Reports

The following aldermen gave reports:

Judy Bowman reported the Keys to Community event on Feb. 14 was a success and thanked the Chamber of Commerce for their help. She also said she had enjoyed working on a Valentine's Dinner and Dance for the Disabled, and she reminded everyone that there would be a Benefit Poker Tournament at Trade Fair, Feb. 25, 3-7 p.m., to honor the memory of Saylor Johnson.

Marcia Milner thanked the EMS Department for their care and concern during the recent ambulance transport of her loved one to the city.

David Dickerson asked for an update on the status of fund raising for the canine officer. Chief Hofer said \$27,652.04 has been raised to date and the goal is \$35,000 to fully fund the establishment of the program. He added however, that the department is too short-staffed at the moment to be able to spare anyone for training.

Alderman Long asked if the department had a car for the canine officer and Chief Hofer said it had.

Alderman Stafford thanked the police department for their work in apprehending the suspects in the car break-ins that have been occurring.

8. Report from the City Administrator

Mr. Welch called the aldermen's attention to the Departmental Review included in their packet and to the additional information which he had provided. He noted that the Love the Square group has requested more electric power outlets be made available on the outer perimeter of the square for special events. One way to accomplish this would be by removing the antique clock

located at Lexington & Wall Streets. This would be taken to the Historic Preservation Commission before it comes to the board.

Alderman Bowman asked Mr. Welch who was performing building inspections and code enforcement for the city. Mr. Welch told her those services were being performed by ITBS for specified sites, by Danny Powell who works two days a week, and by himself.

A. Departmental Review, February 15, 2017

9. Report from the Mayor

Mayor Hasek reported that he had enjoyed attending the Missouri Municipal League Conference held last week in Columbia. He also said he was looking forward to the opening of the new coffee shop on the square and to the tattoo shop which would be opening soon. He also reported that the buildings which formerly housed Rennenberger's Furniture Store and Van's Flower Shop have also been sold and will soon have new tenants. In closing, he asked everyone to exercise caution while the police continue to work on the issue of vehicle break-ins.

10. Adjourn From Regular Session

Alderman Dickerson moved the meeting be adjourned and Alderman Long seconded the motion. Meeting adjourned at 7:58 p.m.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 21, 2017 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Rodney Jacobs, Director
DATE: February 22, 2017
SUBJECT: Authorization to purchase replacement pickup truck for the Street Department

Type of Item: *Purchase*

Type of Item: *Administrative*

Issue:

Purchase of one ¾ ton pickup truck for the Street Department

Summary Recommendation:

Requesting approval for the purchase of a 2017 Ford F250 ¾ ton pickup truck for the Street Department from Max Ford of Harrisonville for the total price of \$27,445 to replace a 2005 Ford F250 ¾ ton pickup which will be transferred with attached snow plow to the Harrisonville Parks Maintenance Department.

Background:

The Street Department operates two ¾ ton pickups, one for maintenance duties which includes plowing snow and a second truck used by the superintendent. It is intended as in the past to purchase this truck for the superintendent and move the older truck receiving a snow plow into general maintenance use. The Park Department has received several trucks from the Street Department in the past and has requested the 2005 pickup truck to replace one of their less reliable units.

Options:

This purchase has been able to piggyback on governmental bids that comply with our purchasing requirements for equipment. Using the Bid Tabulation of Request RFB3-170105TV Medium Duty Vehicles, the four lowest bids for a 2017 ¾ ton 4WD Regular Cab Pickup are:

Capital Chrysler Dodge Jeep Ram Jefferson City	MODOT bid	*\$25,680
Bommarito Ford Hazelwood MO	*\$25,770 MODOT bid	
Shawnee Mission Ford Shawnee KS	*\$25,987 MODOT bid	
Blue Springs Ford Blue		

Springs MO	*\$26,489 MODOT bid
Max Motors Ford Harrisonville MO	\$27,445 LOCAL bid includes additional options: snow plow package, strobe warning lighting, brake controller, tailgate step totaling \$1,675
	\$30,000 Budgeted 2017 3/4 Ton 4WD Regular Cab pickup

*Delivery and preparation may be added to the bid

The MODOT bids listed above have options for equipment above the base bid including a receiver hitch, and spray in bed liner, but other options not listed under the MODOT bid but enhances the truck for its intended purpose is requested. These requested options totaling \$1,675 were listed and included in the Max Motors bid only. Without these needed options Max Ford bid would have been close to the lowest bid without delivery preparation charges allowed by the MODOT bid.

Recommendation:

It is staff's recommendation to purchase the 2017 Ford F250 pickup truck for the Street Department from Max Ford of Harrisonville as it supports local business and falls within the lowest MODOT bids when considering the added options. This truck purchase is within the amount budgeted and approved in the Harrisonville 2017 Operating budget.

Council Bill No. 015

Resolution No.

**A Resolution of the Board of Aldermen of the City of Harrisonville Missouri to
Authorize the City Administrator to Execute A Purchase Agreement for a 2017
Ford F250 Pickup Truck for the Street Department with Max Ford, Harrisonville,
in an Amount not to exceed \$27,445**

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

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

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Max Ford for the purchase of one (1) 2017 Ford F250 3/4 ton pickup for the Street Department in an amount not to exceed \$27,445.

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 6th day of March, 2017.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

WITNESS my hand and seal this 6th day of March, 2017



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Myler, Interim EMS Director
DATE: February 28, 2017
SUBJECT: 2017 FORD F450 SUPER DUTY TYPE I AMBULANCE

Type of Item: *Purchase***Action Item:** Ambulance Purchase**History:** Fleet and History of Purchases

Fleet: Currently the Harrisonville Emergency Services operates four (4) ambulances. Two (2) of those are Type 3 and the newest one is a Type 1, and the second newest one is a Type 2 (Van). The current status of the units is described as follows:

Medic 1 - 2004 GMC C4500 Medtec - 319504 miles and 13,043.3 hours. It is currently in service. This unit is currently on its 3rd engine. In 2013, this unit went under a minor refurbishing. The emergency lights were replaced with LED lights, all the door hardware, air ride pump, and numerous minor details including some body work and re-stripping. This vehicle is stated for replacement with the purchase of a new ambulance in 2017. It is in hope to place this vehicle in a support role after its retirement from EMS Services to possibly a Rehab Vehicle. Repair costs have increased mainly due to the age and increased usage of vehicle in an EMS capacity.

Medic 2 - 2009 GMC C4500 AEV - 273651 miles and 9765.5 hours. This unit is in service. Recent engine/transmission replacement in January 2016. This unit has been fairly reliable ambulance and has not had very many major issues. But saying that, with age, repairs increase and it is harder and harder to find parts for this vehicle due to GMC not making the C4500 truck anymore.

Medic 3 - 2016 Ford F450 Super Duty 4 x 4 Wheeled Coach - 50729.7 miles and 1710.0 hours - This unit is in service and has had only a few minor mechanical issues that have been covered under the vehicle's warranty service.

Medic 4 - 2014 Ford E350 Van - 28909.9 miles. This unit is currently in service. This unit was purchased to do non-emergency transports from medical facilities. With the shortage of two ambulances, this has allowed this unit to be evaluated for service within the department. This unit is not designed to run emergency calls as per our responsibilities and duties we provide. With that being said, this unit is used only for non-emergency transfers to nursing homes, psychiatric facilities. Vehicle has many limitations due to lack of space for equipment and personnel. Adding to that, the change in patient size does lack sufficient enough area to care for larger patients. An option to possibly trade vehicle in to facilitate the purchase of the new ambulance if bids come in over budget.

Maintenance: Annual maintenance of the ambulances has increased over the life of the ambulances. All of the apparatus undergoes preventative maintenance as required and with the age of the ambulances, it has taken a toll on the maintenance budget for the last few years. Projects and needed equipment have been delayed due to increased maintenance costs.

Present and Future Needs: During the budget process for the 2017 budget, Chief Francis and several staff members sat down and looked at the patient care modules to see if there were any modifications could be made to the newer unit. During the conversations, it was determined that due to the current objectives and responsibilities we perform the size of the patient care module is very important. The layout of the compartments is also important with the equipment and medical supplies that need to be carried. Part of our responsibilities is fire suppression and we carry our turnout gear and self-contained

breathing apparatus on the ambulances as well as the required medical supplies. These requirements are set by the Medical Director and the State of Missouri.

Another key component is the ability to remount the Type I ambulance one time during its life cycle. It is forecasted that the chassis will and should be replaced after 4 to 5 years. At the end of the next 4 to 5 years the complete ambulance would be replaced. There would be greater resale and/or trade in value at that time.

Added on for needs was the addition of a Stryker Power-Cot and Stryker Power Loading System. In all (four) 4 of our ambulances we have Ferno brand Pro-Flex Manual Cots with a Ferno Stat-Trac locking system. These do meet Federal KKK Specifications but are just standard cot systems. We have had these for the life of each ambulance. Adding a powered lift system and cot to the new purchase would be a benefit for staff due to patients being larger and required equipment we store on cot being heavier, thus limiting the potential for more injuries while lifting.

Sealed Bids: When the 2017 budget was approved by the Board of Alderman in 2016 a set of specifications were developed, reviewed by city administration, and approved to proceed with the bidding process. In December 2016, the specifications were sent to six (6) manufacturers for a request to provide sealed bids on a new ambulance. The request was sent to Feld Fire (Wheeled Coach), American Responsive Vehicles (AEV), Osage Ambulances, Pinnacle Emergency Vehicles (Demers), Foster Coach Ambulances (Medix), and Sentinel Ambulances (Lifeline).

The bids were due on February 17, 2017 at 1:30 pm. All six (6) manufacturers responded to the request. The sealed bids were opened and read aloud. All bids were evaluated for pricing, availability, delivery date, and chassis rebates. Please see attached Bid summary.

Staff Recommendations:

During the review of bids by staff and I, it was recommended to recommend the bid from Feld Fire Equipment for the purchase of the Wheeled Coach Type 1 Ambulance for the following reasons:

1. This unit meets the intent of the ambulance bid specifications.
2. Delivery date is expected in mid-June.
3. They have a local service center in the event of repair. Feld has always been prompt and quick and easy to work with in the past.
4. Service Center is located in the KC Metro area, in comparison to the other manufacturers.
5. Currently own a Wheeled Coach Type 1 Ambulance and are very pleased with the manufacturer.

All of the manufacturers are well qualified and met the basic intent of the bid specifications. All of the exceptions were noted with the proposals from the manufacturers.

It is recommendation of the staff and myself to purchase the Type 1 Ambulance from Feld Fire Equipment for the price of \$209,799.00 which includes graphics from the factory, and sell Medic 4 for an estimated price of \$20,000 to offset the cost of the Stryker Power-Cot. This will be \$9,799 over our budgeted amount of \$180,000.

Council Bill No. 016

Resolution No.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE FOR THE PURCHASE OF ONE (1) 2017 FORD F450 TYPE - 1 AMBULANCE FOR THE HARRISONVILLE EMERGENCY SERVICES NOT TO EXCEED \$189,779.00

WHEREAS, the City of Harrisonville has determined that Feld Fire is competent to perform service for the City of Harrisonville; and

WHEREAS, Feld Fire agrees to perform services for the City of Harrisonville;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Feld Fire for the purchase of one (1) Type - 1 Ambulance for the Harrisonville Emergency Services in an amount not to exceed \$189,779.00.

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 6th day of March, 2017.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

WITNESS my hand and seal this 6th day of March, 2017



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

Date: 2/23/2017

Re: Bids for 2017 Type 1 Ambulance

American Response Vehicles:

Name: AEV

Option #1* \$183,866.00
 Option #2* \$215,215.00

Trade In: \$25,000.00

Delivery Time:

Feld Fire Equipment:

Name: Wheeled Coach

Option #1*: \$177,627.00
 Option #2*: \$209,799.00

Trade In: (Arrow Manufacturing) \$20,000.00

Delivery Time: 110 to 130 days

Foster Coach Sales:

Name: Medix

Option #1*: \$185,814.00
 Option #2*: \$218,011.00

Trade In: \$20,000.00

Delivery Time: 130 to 150 days

Osage Ambulances:

Name: Osage

Option #1*: \$183,990.00
 Option #2*: \$213,290.00

Trade In: \$27,000.00

Delivery Time: 180 days

Pinnacle Emergency Vehicles:

Name: Demers

Option #1*: \$189,995.00
 Option #2*: \$219,595.00

Trade In: Not Given

Delivery Time: 140 to 160 days

Attachment: Bids 2017 Ambulance (2457 : 2017 FORD F450 SUPER DUTY TYPE I AMBULANCE)



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

Sentinel Emergency Vehicles:

Name: Lifeline

Option #1*: \$200,571.00

Option #2*: \$231,041.00

Trade In:

\$24,000.00

Delivery Time:

130 days

Option #1*: Ferno-Pro Flex Non-Powered Cot with Stat Trac Cot Fastening System

Option #2*: Stryker Power XT Cot with Power Lifting System

Attachment: Bids 2017 Ambulance (2457 : 2017 FORD F450 SUPER DUTY TYPE I AMBULANCE)



STAFF REPORT

TO: Board of Aldermen
FROM: Chris Deal, Parks Director
DATE: March 1, 2017
SUBJECT: Trap and Skeet Lease

Type of Item: *Agreement*

Staff and Park Board request approval of the attached lease agreement for the trap and skeet shooting range. This agreement has been reviewed by the City Attorney. See attached.

Council Bill No. 017**Ordinance No.****An Ordinance Approving the Lease Agreement for the Trap & Skeet Range at
North Park Lake in Harrisonville, MO**

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

Section 1: That the attached lease agreement for the Trap & Skeet Range at North Lake between
the City of Harrisonville and Bob E. Richter, Jr. is hereby approved

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

VOTE TAKEN AS FOLLOWS:

AYE:

NAY:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON MARCH 6, 2017, AND PASSED BY THE BOARD OF
ALDERMEN THIS 6TH DAY OF MARCH 2017.

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

ATTEST:

Sheryl Stanley, Deputy City Clerk

Approved by the Mayor this 6th day of March 2017

MEMO

TO: Board of Alderman

CC: Happy Welch, City Administrator
Park Board Members

FROM: Chris Deal, Parks and Recreation Director

SUBJECT: Trap & Skeet Shooting Range - Lease Agreement

DATE: March 1, 2017

Staff received a lease cancellation notice from Brandon Plunkett, owner and operator of the All Seasons Gun & Archery Club, which was the current tenant for the Harrisonville Trap & Skeet Shooting Range. Mr. Plunkett stated that he could not continue to run the shooting range because past members would not come back and he did not generate enough business to make a profit or break even.

At the direction of the Park Board, staff sent out a new Request for Proposal (RFP) for the leased operations of the Trap & Skeet Shooting Range. Staff only received one RFP, which is from the gentlemen who came to speak to the Park Board about running the range operations in January. Robert E. Richter Jr. turned in a bid to operate the Trap & Skeet Shooting Range for \$320 a month rent, under a 5 year "initial term" agreement. The budgeted amount and RFP minimum is \$300 a month, so this is above the requested minimum.

Mr. Richter Jr. provided a business plan and references from the President of Missouri Sporting Clays Association and a lifelong member of the National Sporting Clays Association. He also provided references from business owners and Harrisonville area sporting clay shooters. In addition, Mr. Richter is a long time shooter at the Harrisonville shooting range and told the Park Board that he would be able to get the past members back and generate new business.

The lease agreement has been reviewed by the City Attorney. Staff and the Park Board recommends the RFP from Mr. Richter Jr. as a good offer and requests Board of Alderman approval. Staff will answer any questions at the Board of Alderman meeting.

LEASE AGREEMENT OF HARRISONVILLE
TRAP AND SKEET RANGE AT NORTH LAKE

TABLE OF CONTENTS

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

Attachment: Trap Skeet Lease Agreement - 2017 CLEAN (2458 : Trap and Skeet Lease)

SECTION 704. CONDITIONS OF DEFAULT14
SECTION 705. SUBROGATION14

VIII. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION / NON-DISCRIMINATION
SECTION 801. EQUAL EMPLOYMENT OPPORTUNITY14
SECTION 802. NON-DISCRIMINATION14

IX. ASSIGNMENT AND SUBLETTING
.....15

X. TERMINATION OF AGREEMENT
SECTION 1001. CITY’S RIGHT TO TERMINATE15
SECTION 1002. LESSEE’S RIGHT TO TERMINATE16
SECTION 1003. WAIVER OF DEFAULT16
SECTION 1004. SURRENDER OF PREMISES16

XI. RESERVATIONS
SECTION 1101. RESERVATIONS16
SECTION 1102. ACCESS17

XII. ADDITIONAL PROVISIONS
SECTION 1201. QUIET ENJOYMENT17
SECTION 1202. NO PERSONAL LIABILITY17
SECTION 1203. GOVERNING LAW17
SECTION 1204. AMENDMENTS17
SECTION 1205. INVALID PROVISIONS17
SECTION 1206. SUCCESSORS AND ASSIGNS17
SECTION 1207. BINDING EFFECT17
SECTION 1208. WAIVERS18
SECTION 1209. TITLE TO SITE18
SECTION 1210. NOTICES18
SECTION 1211. HEADINGS; CONSTRUCTION18
SECTION 1212. TIME IS OF THE ESSENCE18
SECTION 1213. ENTIRE AGREEMENT18

Attachment: Trap Skeet Lease Agreement - 2017 CLEAN (2458 : Trap and Skeet Lease)

**LEASE AGREEMENT OF HARRISONVILLE
TRAP AND SKEET RANGE AT NORTH LAKE**

THIS LEASEHOLD AGREEMENT, hereinafter referred to as “Agreement”, made and entered into this _____ day of March, 2017 by and between the **City of Harrisonville**, a municipal corporation of the state of Missouri, hereinafter referred to as the “City”, and **Bob E. Richter Jr.**, an individual of _____ County, Missouri , hereinafter referred to as the “Lessee”.

WITNESSETH:

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

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

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

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

**ARTICLE I
PREMISES AND FACILITIES**

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

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

**ARTICLE II
TERMS OF AGREEMENT**

SECTION 201. TERMS. This Agreement shall be effective for a period of five (5) year(s) (the “Initial Term”). The Lessee hereby agrees to the rent specified, including any increase provided, in Section 301(A) hereof. The Initial Term shall commence on _____, 2017 (Commencement Date”), and shall end on _____, 2022. The “Anniversary Date” shall be the same as the day and month of the Commencement Date.

Lessee shall have the option to extend this Agreement for another five (5) years, or on a year to year basis by giving written notice to the City of such intent to renew and the option chosen no later than sixty (60) days prior to the expiration of the Initial Term (the “Extension Term”).

SECTION 202. SURRENDER OF POSSESSION. The Lessee covenants and agrees that at the expiration date of the term of this Agreement or at the earlier termination thereof, it will peaceably surrender possession of the Leased Premises and any improvements thereon Excluding Lessee's equipment, in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Leased Premises with or without due process of law. All Lessee-installed improvements, excluding equipment such as new clay throwing traps not purchased by City, and repair become property of the City of Harrisonville. The Lessee will remove all personal property and equipment by the last day of the term. Any personal property not removed by the last day of the Agreement will be deemed abandoned and shall become the property of the City unless otherwise agreed upon in writing between the parties.

SECTION 203. EARLY TERMINATION. This Agreement may be terminated by the City if the Lessee fails to pay its lease payments when due, fails to have insurance, fails to have a business license or if Lessee fails to perform any other obligation required of it by this Agreement, or if the Lessee conduct is contrary to the provisions of this Agreement. If the Lessee fails to perform Lessee's obligations under this Agreement, the City will send the Lessee a letter stating that Lessee has failed to perform and the reason for early termination. If the default is not corrected or action taken within thirty (30) days of the date of the termination letter, the City may re-enter and take possession of the demised premises without process of law and this Agreement will terminate. Provided, however, failure to have insurance, as required must be corrected immediately, as specified in Section 704. If the Lessee decides to terminate the agreement early, a ninety (90) day written notice shall be given to the Director of Parks and Recreation.

ARTICLE III FINANCIAL CONSIDERATION

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

- A. Payments. The Lessee hereby agrees to pay the City of Harrisonville Parks & Recreation Department the following amounts:
 - a. During the Initial Term, rent shall be due and payable in the amount of \$320.00 per month on the last business day of each month.
 - b. During the Initial Term and any Extension Term, rent shall be adjusted (increased) annually by three percent (3%) per year on the Anniversary Date of this Agreement and payments shall be made on the last business day of each month.
- B. Remittance of Payments. All remittances shall be made payable to the "City of Harrisonville Parks & Recreation Department", P.O. Box 367, Harrisonville, MO 64701.
- C. Interest, Penalties and Late Charges. All unpaid rent and fee payments due the City hereunder shall bear a service charge of one and one-half percent (1-1/2 %) per month, for each month same is not paid and received by the City. Lessee agrees that it shall pay and

discharge all costs, including, but not limited to, court costs and expenses including attorney's fees incurred or expended by the City in collection of said delinquent amounts due, including service charges.

- D. Utility Payments. The Lessee agrees that all utility services required by it during the term hereof for the Lessee's Premises and Facilities must be obtained and paid for by the Lessee.
- E. Right to Audit. The City reserves the right to audit the records of the Lessee (as described in Exhibit C), relating to the Lessee's use of the demised premises and facilities or the performance of the Lessee's obligations, duties and responsibilities under the terms and conditions of this Agreement. The Lessee agrees to submit an approved audit sheet monthly, within seven (7) business days of the last calendar day of each month.

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

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

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

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

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

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

ARTICLE IV CONDITION AND USE OF LEASED PREMISES

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

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

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

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

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

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

Lessee agrees to the following:

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

SECTION 405. SIGNAGE. The Lessee agrees that no signs, advertising displays, or exterior decorations shall be painted on or erected in any manner upon the Leased Premises without the prior written approval of the City and receipt of a sign permit, if required, and that such items shall conform to the reasonable standards established by the City and all applicable ordinances as adopted by the City with respect to wording, type, size, design, color and location. The Lessee shall be allowed to display sponsor signage that is in conformance with the City's sign ordinances which are in effect at the time Lessee applies for the respective sign permit, subject to prior written approval of the City.

ARTICLE V MAINTENANCE OF LEASED PREMISES

SECTION 501. REPAIRS AND MAINTENANCE. The cost of maintenance and repair of the Leased Premises and Lessee's Improvements thereon shall be borne by the Lessee. If, during the

term hereof, it shall become necessary to perform maintenance on any part of Leased premises affecting roads, streets or areas affecting other tenants, or the public, Lessee shall first obtain the written consent of City and shall, without cost or expense to City, restore the affected area to the satisfaction of City. During the occupancy of the Leased Premises, the Lessee covenants and agrees without cost or expense to the City during the term hereof:

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

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

Prior to the beginning of the initial lease period the City shall make all repairs, but only to the extent City has received approval of the necessary appropriations by the Board of Aldermen of City, that may be needed to the mechanical, HVAC, electrical, exterior lights, driveway/road, parking lot, paved surfaces, clay throwing machines, and plumbing systems in servicing the Leased Premises. In the event that any repair is required by reason of the negligence or abuse of Lessee or its employees, agents, invitees or any other person using the Leased Premises with Lessee's consent, express or implied, the Lessee shall make the repairs, or City may make such repair and add the cost thereof to the first installment of rent which will thereafter become due, unless City shall have actually recovered or has the right to recover such costs through insurance proceeds.

- C. Maintenance of Equipment. Lessee will be responsible for reasonable repair and maintenance of all trap and skeet machines and associated equipment.
- D. Drainage Facilities. To establish a system of periodic inspection, cleaning, and maintenance to keep watercourses, catch basins and other drainage structures functioning at full design capacity. City assistance will be provided on needed improvements, if budget finances are available. The Lessee shall see that special care is taken to pile removed snow in a location that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Leased Premises.

- E. Environmental Responsibilities. The Lessee shall not use, generate, store, treat, dispose of or otherwise introduce into, or on or about the Leased Premises or the Building(s) any Hazardous Substances other than those ordinarily and customarily used or generated in the normal course of skeet and trap shooting, as hereinafter defined, nor shall the Lessee cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous water, hazardous substance, pollutant, contaminant or solid waste and defined in any local, county, federal or state ordinances, and any other applicable laws and in the rules and regulations repulsions thereunder, as may be amended, supplemented or superseded from time to time, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. Upon request, the Lessee shall cooperate with the City in furnishing to a governmental authority any information, at no cost to the Lessee, which may be required regarding environmental matters. The provisions of this paragraph regarding environmental matters shall survive the expiration or sooner termination of this Lease.
- F. Lead shot. Lessee will not be held liable for introduction of lead shot into the range area which occurred prior to the term of this Agreement. Lessee shall be held liable for introduction of lead shot into the range area which occurs during the term of this Agreement. Lessee shall have an affirmative duty to prevent such lead shot from polluting or contaminating the water table, streams or any other body of or source of water in the City of Harrisonville.

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

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

SECTION 503. INGRESS AND EGRESS BY THE CITY. The City and its authorized officers, officials, employees, agents, contractors, subcontractors and other representatives shall have the right or ingress and egress at such times as may be reasonable under the circumstances

and with as little interruption of the Lessee's operations as is reasonable during the term hereof for the purposes of examination, inspection, maintenance or repair of the premises as follows:

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

ARTICLE VI IMPROVEMENTS TO LEASED PREMISES

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

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

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

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

1. Lessee supplies any necessary permits and certificates of insurance therefore;
2. Lessee shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialmen's lien upon the Leased Premises;
3. The occupants of any adjoining real estate are not disturbed by reason thereof;
4. Lessee provides City with evidence that each contractor has
 - a. adequate workmen's compensation insurance, and
 - b. limits of at least One Million Dollars (1,000,000.00) General Liability insurance per occurrence and Two Million Dollars aggregate. In addition, the City shall be named as additional insured. Insurance coverage must

also cover all equipment and structures on site, whether owned by the Lessee or the City of Harrisonville.

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

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

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

SECTION 605. CERTIFICATES OF COMPLETION. Upon the completion of the improvements to the Leased Premises, the Lessee shall submit to the City, a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit, which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by the Lessee.

The Lessee shall deliver to the City, duplicate copies of "as constructed" plans and specifications of its fixed improvements to the Leased Premises within thirty (30) days after the date on which the Lessee has certified completion thereof. The Lessee shall at the same time submit to the City an itemized statement prepared and certified by the architect and engineer for the design and construction of the improvements and certified by an officer of the Lessee, showing the actual cost of such improvements, and shall, if so requested by the City, produce copies of all invoices and other records in connection therewith, including, but not limited to, mechanic lien waivers. Said itemized statement shall, unless disputed in writing by the City within sixty (60) days next following receipt thereof from the Lessee, constitute prima facie evidence of the costs shown therein.

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

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

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

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

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

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

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

ARTICLE VII INSURANCE AND INDEMNIFICATION

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

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

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or cancelled by the insurer during its term without first giving thirty (30) days advance written notice to the City.

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

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

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

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

At least thirty (30) days prior to the expiration of any such policy, Lessee shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced, Lessee shall within five (5) days after the date of such written notice from the insurer

of such cancellation or reduction on coverage, file with the Parks & Recreation Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

SECTION 704. CONDITIONS OF DEFAULT. If at any time Lessee shall fail to maintain the insurance as required herein, this will be considered a material breach of contract and Lessee will be required to surrender the premise immediately. Provided, however, the City, at its sole option, may pay said insurance, and Lessee shall reimburse the City within 14 days, or Lessee shall be in default and the City may terminate this Agreement immediately.

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

ARTICLE VIII EQUAL EMPLOYMENT/AFFIRMATIVE ACTION/NON-DISCRIMINATION

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

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

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

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

ARTICLE IX ASSIGNMENT AND SUBLETTING

Subletting will not be permitted without written approval by City.

ARTICLE X TERMINATION OF AGREEMENT

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

- A. Nonpayment. If Lessee fails to pay any installment of rent, additional rents, or any other sum due under this Agreement and the failure continues for a period of thirty (30) days from the billing or due date relative to such payment.
- B. Default. If Lessee fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not attempt to cure the failure within fifteen (15) days after written notice of the failure to Lessee.
- C. Bankruptcy. If Lessee makes an assignment for the benefit of creditors or if Lessee files an answer admitting the material allegations of a petition filed against any said assignee or sub lessees in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating the Lessee as bankrupt or insolvent, or approving a petition seeking a reorganization of Agreement, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.
- D. Abandonment. If Lessee deserts or vacates any substantial portion of the Leased Premises for a period of fifteen (15) or more days or removes or manifests an intention to remove any substantial portion of Lessee's goods or property therefrom, other than in the ordinary and usual course of Lessee's business, unless Lessee obtains prior approval from the City.

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

from the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the part of the City to terminate this Agreement for failure by the Lessee to so perform, keep or observe any of said terms, covenants or conditions.

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

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

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

SECTION 1004. SURRENDER OF PREMISES. Nothing done by City or its agents during the Lease term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless in writing and subscribed by City.

ARTICLE XI RESERVATIONS

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

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

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

ARTICLE XII ADDITIONAL PROVISIONS

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

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

SECTION 1203. VENUE AND GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Missouri, the state in which the Property is located, and any litigation arising from this Agreement shall be filed in the State of Missouri. Each of the parties hereto consent to the jurisdiction and venue of a court of subject matter jurisdiction in the state in which the Property is located.

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

SECTION 1205. INVALID PROVISIONS. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

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

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

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

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

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

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

The parties, or either of them, may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is deposited with the United States Postal Service as first class mail to Lessee or to the City. **The address for the City is: Harrisonville Parks & Recreation Department. PO Box 367 Harrisonville, MO 64701. The address for the Lessee is: Robert E Richter Jr. 1309 E 125th Terrace. Grandview, MO 64030**

SECTION 1211. 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.

SECTION 1212. TIME IS OF THE ESSENCE. Time is of the essence with respect to any duty or term contained herein.

SECTION 1213. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations of statement heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Exhibit A.

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



Attachment: Trap Skeet Lease Agreement - 2017 CLEAN (2458 : Trap and Skeet Lease)

Exhibit B.

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

1. There are no Skeet/Trap machines provided by the City.
2. All plumbing including septic system and rest room fixtures are in Good Condition
3. All exterior lights for parking lot, club house, and ranges are operational and in Good Condition.
4. All HVAC systems are operational and in Good Condition.
5. Existing water run off meets the conditions of this agreement.
6. All paved areas are in good condition and are safe for use by public
7. All structures are in Good Condition and are safe for use by public and roof systems free from leaks.
8. Parking lots, roads, and driveways have are in Good Condition and not in need of any repair or resurfacing.
9. Trash hauled off grounds.

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

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Exhibit C.

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

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

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

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

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

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Attachment: Trap Skeet Lease Agreement - 2017 CLEAN (2458 : Trap and Skeet Lease)

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

Approved as to form and legality.

CITY OF HARRISONVILLE

Lessee (Business Owner name)

Parks & Recreation Director

President

City Administrator

City Clerk (Administrative Representative)

ATTEST: (SEAL)

Attachment: Trap Skeet Lease Agreement - 2017 CLEAN (2458 : Trap and Skeet Lease)



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: March 2, 2017
SUBJECT: City Administrator Report

Type of Item: *Report*

Departmental Review

Wednesday, March 1, 2017

News & Notes

Staffing - We continue to receive applications for the City Clerk vacancy, the Accounting Specialist opening, and the Codes Enforcement position. All of these will have either closed or will be closing in a few days, at which time we can begin our review and interview process and move to fill the positions. Chris Arthur, new building official, started work Tuesday, and Rachel Uptergrove, new assistant parks and recreation director, has a few weeks under her belt. Eric Patterson is now overseeing the Electric Utility, and Jim Clarke is familiarizing himself with the work of the Community Development Department. On the flip side, both the police department and EMS are having staffing issues, but we will continue to work through these so all city departments will be adequately staffed.

Auditors On Site -- Auditors from Dana F. Cole are currently working at City Hall, gathering info on our annual audit.

Out of Office - Happy Welch will be out of the office on Thursday, March 9 to attend the MPUA Board of Directors meeting.

Upcoming Special Events - Be sure to check under the Special Events heading for new information on the Spring Brush Drop Off, the Citywide Clean Up and the Household Hazardous Waste Drop Off.

Future Meetings / Executive Sessions / Work Sessions

Tuesday, Mar. 7, 6 p.m. - Public Works Committee

Thursday, Mar. 16, 6 p.m. - P & Z

- Re-zoning & Preliminary Plat - East Elm Estates

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

- Re-approps - tentative
- Airport Hangar Lease

- Ordinance: MoPEP Power Purchase Authority
- Tow agreement

Monday, April 3, 7 p.m. - Board of Aldermen

- Service Award - Sean Murray, Police, 15 years

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

- Single phase demand meters

Monday, April 17, 7 p.m. - Board of Aldermen

- Service Award: Mike Davis, Police, 10 years

Monday, May 1, 7 p.m. - Board of Aldermen

Monday, May 2, 7 p.m. - Public Works Committee

Monday, May 15, 7 p.m. - Board of Aldermen

Monday, June 5, 7 p.m. - Board of Aldermen

Special Events

- Brush Drop Off -- The Spring Brush Drop Off will be Friday and Saturday, April 7 & 8.
- HHW - The Household Hazardous Waste Drop Off will be Saturday, June 3 in Pleasant Hill. (We alternate hosting this event with our neighbors in Pleasant Hill; next year, it will be back here in Harrisonville.)
- Citywide Clean Up - This year's event is tentatively scheduled for May 12 and 13.

A. Action Item (ID # 2459)

City Administrator Report