

**Board of Aldermen Work Session Minutes
Tuesday January 22, 2013**

A regular meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Tuesday January 22, 2013. Mayor Ernest Jungmeyer called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call:

Michael Gallagher, Veronika Ray via phone, Donald Turner, Holly Stark, Bob Fines and Homer Dunsworth arriving at 7pm. City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Engineer Carl Brooks, Chief of Police Harry Gurin, City Clerk Josette Poirier, Cliff McDonald - City Planner and Nathan Musteen - Director of Parks & Recreation.

Consent Agenda

- A. Approval of the Draft Minutes of Dec 17, 2012 BOA Meeting.
- B. Approval of the Draft Minutes of Jan 7, 2013 Work Session Meeting
- C. Approval of the Agenda
- D. Approval of Draft Park Board Meeting Minutes Dec 2012
- E. Approval of Draft P&Z Aug, Sept. and Dec Meeting Minutes
- F. Approval of Resolution 2013-04 Salary Restructure

A motion to approve Consent Agenda as presented from Alderman Stark, second from Alderman Turner, the Consent Agenda was approved by a unanimous voice vote

City Administrator Brad Ratliff Introduced New City CPA, Ben Hart from AGH- Mr. Hart briefly addressed the BOA in regards to his and AGH back ground and experience.

Business

Resolution 2013-03 A Resolution Of The Board Of Aldermen Of The City Of Peculiar, Missouri Approving A Supplemental Amendment With George Butler Associates For Professional Services Regarding The 2011 Sanitary Sewer Project Improvements—Irrigation/Sprinkler System For Raisbeck Park

City Engineer Carl Brooks and Director of Parks & Recreation Nathan Musteen addressed the BOA with a brief description of Resolution 2013-03. This proposal for the evaluation of adding an irrigation system/irrigation system to the proposed soccer and football fields in Raisbeck Park, were identified by the Park Board and City staff. The supplemental amendment covers the additional scope of work for the evaluation of adding an irrigation system to the proposed soccer and football fields in Raisbeck Park. After a few positive comments from the BOA and questions regarding flooding that were addressed by Alderman Stark, City Administrator Brad Ratliff and Nathan Musteen, there were no further questions or comments from the BOA or the public.

Alderman Stark made a motion to adopt Resolution 2013-03. The motion was seconded by Alderman Turner and this Resolution was adopted by the following 4 – 0 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Absent
Alderman Dunsworth	Absent	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

Resolution 2013-05 A Resolution Of The Board Of Aldermen Of The City Of Peculiar, Missouri Approving The City Of Peculiar 2013 Legislative Policies

City Administrator Brad Ratliff briefly spoke in regards to the final copy of Legislative Policies with all changes the BOA previously discussed and agreed on. There were a few comments and questions that staff answered and addressed. There were no further questions or comments from the BOA or public.

Alderman Stark made a motion to adopt Resolution 2013-05 motion was seconded by Alderman Turner and this Resolution was adopted by the following 4 – 0 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Absent
Alderman Dunsworth	Absent	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

Bill No. 2013.04 An Ordinance Of The City Of Peculiar, Missouri Providing For The Extension Of The City Limits Of The City Of Peculiar, Missouri By Embracing And Including Unincorporated Real Property Located In Sections 4, 9, And 10 Of Township 45 North, Range 32 West In Cass County, Missouri And Hereinafter Particularly Described.

City Administrator Brad Ratliff informed the BOA that Cliff McDonald did submit the Resolution that was adopted in January calling for election and the intent of annexation to Cass County with legal descriptions, the County clerk looked it over and was satisfied with everything and the question on the ballot will be titled "proposition 1" with all the legal description. The city will continue to try to contact and talk to the property owners to encourage voluntarily annexing. He noted the attached Bill that will be coming up requires 3 readings. City Planner, Cliff McDonald briefly recapped the upcoming annexations and the process including publications of hearing. Mr. McDonald addressed comments and questions regarding this Bill and clarified dates. Alderman Stark commented on the address number of one of the listed properties, Mr. McDonald agreed that it may have been a misprint and he will check the correct address number and amend the Bill to show the proper address. There were no further comments or questions from the BOA or the public.

Alderman Stark made a motion move to have the Bill No. 2013-04 read by title only and second by Alderman Dunsworth. Alderman Stark moved to accept the 1st reading as amended of Bill No. 2013-04. It was seconded by Alderman Turner, the first reading was accepted by an unanimous all in favor vote.

City Administrator Report Annual Report

City Administrator Brad Ratliff addressed the BOA with Updates, activities and developments around the city, which consists of School Security, Park & Rec department, Sanitary Sewer Improvements Project, Public Works and water main repairs and water loss, Suburban Water Coalition, Cass County Water District No. 2, status on Grants, Sutter's Creek Subdivision, Ground Water Storage tank Pumps, Smart Lights for Smart Cities and New GIS Public Facility Site Selection. He also gave an updates on the Codes Department and City Planner. Alderman Fines ask for details regarding water break at Flying J, Carl Brooks and Brad Ratliff addressed several of the city's water issues, asyst alerts and better tracking system. Alderman Stark ask staff about Park Board and P&Z Board minutes and do we need to be approving minutes of meetings through consent agenda that BOA did not attend. Mr. Ratliff and the Mayor will discuss a system that will allow the BOA to get minutes but not on the consent agenda.

Alderman Ray commented on pot hole on Center Street. Carl Brooks will look into this issue. Alderman Gallagher asked staff to address the sidewalk issue on Broadway.

Alderman Directives

Move forward with resolution 2013-04, resolution 2013-03 and resolution 2013-05. Send copies of Legislative policies to legislator and county commissioners. Bring back Bill No. 2013-04 for second reading and address pot hole on Center Street and Sidewalk on Broadway in front of Wellington's Wine and Cheese.

On a motion from Alderman Stark, second from Alderman Gallagher, the meeting was adjourned at 7:36pm

Regular session minutes were taken and transcribed by Josette Poirier, City Clerk.

Josette Poirier, City Clerk

Approved by the Board of Aldermen: _____
Adjournment

**BOA Work Session Meeting Minutes
Monday, February 4, 2013**

A regular work session meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers of the Municipal Building at 6:30 p.m. on Monday, Feb 4, 2013. Mayor Ernie Jungmeyer called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call:

Michael Gallagher, Homer Dunsworth, Bob Fines, Veronika Ray, Holly Stark, and Donald Turner.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Engineer Carl Brooks, Chief of Police Harry Gurin, City Clerk Josette Poirier, Cliff McDonald- City Planner and Nathan Musteen – Park & Rec Director

Proclamation – Hayden Kurtz

Mayor Jungmeyer presented Hayden Kurtz with a Proclamation for her participation in the in the "NFL Pass, Punt, and Kick" National Finals in Atlanta, Georgia on Saturday, January 12th. Hayden Kurtz was one of four finalist in the "Girls 6 – 7" age category and was a representative of the Kansas City Chiefs; and competed, excelled, and placed 1st in her division and was then named the National Champion.

Bill No. 2013-01 An Ordinance Deleting Chapter 400 Article VIII, Division 5 Of The Peculiar Municipal Code Regarding Safe Rooms; And Establishing A New Section 400 Article VIII, Division 5 Safe Rooms:

City Planner, Cliff McDonald addressed the BOA with a recap of the previous discussion that took place on January 21, 2013. The Planning Commission held a Public Hearing on this proposed amendment December 13th, 2012, at that time the Planning Commission approved the amendment to remove the requirement to construct a Safe Room in Districts R-1 and R-2 at that meeting, except for slab home construction, and retained the Safe Room requirement for Districts R-3 and R-4. Mr. McDonald also recapped several key issues for the approval of this Bill. Alderman Stark noted that the Bill should read R-2 and remove R-1. All members of the BOA had comments regarding this Bill with several BOA members implying that the option of the safe room should be left up to the home owner. Mr. McDonald and Mr. Ratliff addressed all issues.

Public Comment from Larry Dobson addressed the BOA, he informed the BOA that the safe room costs considerably more than \$800.00 and commented on some of the wording in the existing Bill regarding "Safe Rooms". Mayor Jungmeyer commented to the BOA that this document (over 400 pages) is made to be revised as need. The Mayor asked if there were any further questions from the BOA and public. There were no further questions or comments at this time.

Alderman Stark made a motion to have the 1st reading of Bill No. 2013-01 with the revision to strike R-1 from section 400.1400A by title only, second by Alderman Dunsworth with a 4 all in favor and Alderman Fines and Turner in opposition. After the 1st reading of Bill No. 2013-01, Alderman Stark moved to accept the 1st reading. It was seconded by Alderman Dunsworth with 4 all in favor and Alderman Fines and Turner in opposition of the first reading.

Bill No. 2013-02 An Ordinance Amending Chapter 400, Section 400.370: District "R-E" Residential Estate, Of The Peculiar Municipal Code To Add Para. 1.G Relating To The Raising And Breeding Of Certain Animals In District "R-E".

City Planner Cliff McDonald again recapped this Bill to the BOA and stated that amendment of section 400.370 was discussed by the BOA and forwarded to the Planning Commission for review and consideration. The Planning Commission held a Public Hearing on these proposed amendments December 13th, 2012. The Planning Commission approved the amendment for each District at that meeting. He stated that amending of the City Zoning Ordinance will allow the property owners in "R-E" the keeping of one (1) head of cattle, two (2) sheep, or two (2) goats per 2-1/2 acres with a minimum requirement of ten (10) acres of grazing land per owner. Both Districts currently permit the keeping of one (1) horse per 2-1/2 acres. Alderman Gallagher asked staff how the city will assure that the property owners will not violate the amended code and if there are other farm animals in that area. Mr. McDonald addressed Alderman Gallagher questions and comments. The Mayor asked if there were any further comments or questions for the BOA members or the public, there were no comments or questions.

Alderman Stark made a motion to have the 1st reading of Bill No. 2013-02 by title only, second by Alderman Dunsworth. 5 members were all in favor of the 1st reading, Alderman Turner was opposed. After the 1st reading of Bill No. 2013-02, Alderman Stark moved to accept the 1st reading. It was seconded by Alderman Dunsworth with 4 all in favor and Alderman Fines and Turner in opposition of the first reading. Motion carries.

Bill No. 2013-03 An Ordinance Amending Chapter 400, Section 400.360: District "Ag" Agriculture, Of The Peculiar Municipal Code To Add Para. 1.I Relating To The Raising And Breeding Of Certain Animals In District "Ag".

City Planner Cliff McDonald again recapped this Bill to the BOA and stated that amendment of section 400.360 was discussed by the BOA and forwarded to the Planning Commission for review and consideration. The Planning Commission held a Public Hearing on these proposed amendments December 13th, 2012. The Planning Commission approved the amendment for each District at that meeting. He stated that amending of the City Zoning Ordinance will allow the property owners in "Ag" the keeping of one (1) head of cattle, two (2) sheep, or two (2) goats per 2-1/2 acres with a minimum requirement of ten (10) acres of grazing land per owner. Both Districts currently permit the keeping of one (1) horse per 2-1/2 acres. The Mayor asked if there were any further comments or questions for the BOA members or the public, there were no comments or questions.

Chris Seal- a resident in one of these districts, addressed the BOA in regards to the time process to go into effect after the Bill is passed, Mayor Jungmeyer informed Mr. Seal that after the 2 readings, it is only a matter of days before it is in effect.

Alderman Stark made a motion to have the 1st reading of Bill No. 2013-03 by title only, second by Alderman Dunsworth. All members were all in favor of the 1st reading. After the 1st reading of Bill No. 2013-03, Alderman Stark moved to accept the 1st reading. It was seconded by Alderman Dunsworth with all members in favor of the 1st reading. Motion carries.

Bill No. 2013-04 An Ordinance Of The City Of Peculiar, Missouri Providing For The Extension Of The City Limits Of The City Of Peculiar, Missouri By Embracing And Including Unincorporated Real Property Located In Sections 4, 9, And 10 Of Township 45 North, Range 32 West In Cass County, Missouri And Hereinafter Particularly Described.

City Planner, Cliff McDonald briefly recapped the upcoming annexations noted on his staff report and the process including publications of hearing, number of readings and address correction that was corrected after being brought to staffs attention at the January 22, 2013 meeting. Mayor Jungmeyer asked of there were any comments or questions from the BOA or the public, Mr. Wiston Kirk addressed the BOA asking if his address was one of the properties in this package to be annexed, staff and BOA informed him that he isn't one of the addresses at this time. Mr. Dobson also addressed the BOA in asking to be shown the actual properties in this annexation on the map; Mr. Ratliff gave a brief description of the properties on the map.

Alderman Stark made a motion to have the 2nd reading of Bill No. 2013-04 by title only, second by Alderman Fines. Alderman Stark moved to accept the 2nd reading of Bill No. 2013-04 with all members in favor of the 2nd reading. It was seconded by Alderman Dunsworth, motion carries.

Topics for Discussion

Bobcat Lease- City Engineer Carl Brooks spoke to the BOA mentioning that the past several years, City staff has been leasing on a yearly basis a new Bobcat Skid Steer Loader. This year, as well as last year, City staff leased on a yearly basis a new Bobcat Hydraulic Breaker attachment to go with the Bobcat Skid Steer Loader. This years' municipal lease cost to the city for the skid steer loader and jack hammer is \$5,200 a savings of \$600.00 from last year's agreement. The first lease payment of \$2,600 is due at the time of the signing of the resolution, and the second payment of \$2,600 is due in six months (August 2013). After discussion, Mr. Brooks has been advised to move forward with the lease.

Raiseback Park use

Parks & Rec Director Nathan Musteen addressed the BOA with a brief description of an informative summary of Raseback Renovation. He also discussed the intention of the City of Peculiar Staff, Park Board, and Board of Alderman to provide recreational opportunities for the residents of Peculiar. In effort to provide these opportunities for the residents of Peculiar and to utilize our current properties, staff has done extensive research on how to maximize the potential of our current sports/activity park: Raisbeck Park. The history of the park is that it has flooding and has out dated facilities, Raisbeck Park has many years of history as a baseball park, but two glaring issues continue to keep the baseball complex from becoming a great facility in the Cass County area. After doing research, the best use for the park is to turn it in to an open turf activity park. The number one goal is to get Raisback up and run to its best use with long term goals. After positive comments and questions from the BOA and the Mayor – Mr. Musteen will be moving forward with his goals and plans for Raisebeck.

Aldermen Concerns or Additional Topics for Discussion by Aldermen

Mr. Ratliff mentioned that he, the Mayor, Alderman Dunsworth and Alderman Stark will be going to Jeff City for the MML Legislation conference and will try to talk to our legislators. Alderman Ray mentioned graveled areas around town that have been worked on, that are in need of following up on completed and about cleaning city culverts out.

A request for a flag pole was made for the front of City Hall.

On a motion from Alderman Stark, second from Alderman Dunsworth, the meeting was adjourned at 7:42pm

Regular session minutes were taken and transcribed by Josette Poirier, City Clerk.

Josette Poirier, City Clerk

Approved by the Board of Aldermen: _____

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Tuesday February 19, 2013 6:30 p.m.**

Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Tuesday, Feb 19, 2013 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-5212. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.

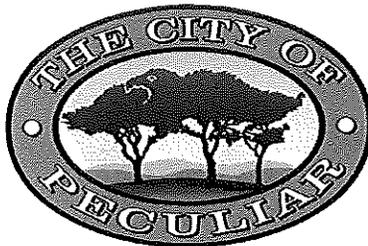
1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. City Clerk – Read the Board of Alderman Statement
5. Consent Agenda
 - A. Approval of the Draft Minutes of Jan 22, 2013 BOA Meeting.
 - B. Approval of the Draft Minutes of Feb 4, 2013 Work Session Meeting
 - C. Approval of the Agenda
 - D. Approval of Resolution 2013-06 KCP&L Light Pole
 - E. Approval of Resolution 2013-07 Excalibur Contracting For The Purpose Of Performing General Maintenance For City Parks
 - F. Approval of Resolution 2013-08 Excalibur Contracting For The Purposes Of Mowing And Edge Trimming For City Parks
6. Proclamation- National Engineers Week
7. 211th Street and I-49 Interstate Hwy Interchange Project Access Justification Report (AJR) and Design Alternative update
8. Annexation Plan of Intent - Cliff McDonald
9. Business
 - A. **Bill No. 2013-04** An Ordinance Of The City Of Peculiar, Missouri Providing For The Extension Of The City Limits Of The City Of Peculiar, Missouri By Embracing And Including Unincorporated Real Property Located In Sections 4, 9, And 10 Of Township 45 North, Range 32 West In Cass County, Missouri And Hereinafter Particularly Described.
** 3rd and final reading*
 - B. **Bill No. 2013-01A** An Amended Ordinance Deleting Chapter 400 Article Viii, Division 5 Of The Peculiar Municipal Code Regarding Safe Rooms; And Establishing A New Section 400 Article Viii, Division 5 Safe Rooms:
** 2nd reading*
 - C. **Bill No. 2013-02** An Ordinance Amending Chapter 400, Section 400.370: District "R-E" Residential Estate, Of The Peculiar Municipal Code To Add Para. 1.G Relating To The Raising And Breeding Of Certain Animals In District "R-E".
** 2nd reading*
 - D. **Bill No. 2013-03** An Ordinance Amending Chapter 400, Section 400.360: District "Ag" Agriculture, Of The Peculiar Municipal Code To Add Para. 1.I Relating To The Raising And Breeding Of Certain Animals In District "Ag".
** 2nd reading*
 - E. **Resolution No. 2013-09** A Resolution Of The City Of Peculiar, Missouri With Respect To The Annexation Of A Certain Unincorporated Tract, Being A Part Of Old Missouri State Highway No. 71 South, Also Known As Peculiar Drive.
10. City Administrator Report
11. Aldermen Directives
12. Adjournment

City Administrator
Brad Ratliff

Business Office Coordinator
Trudy Prickett

City Clerk
Josette Poirier

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.2228 Facsimile: 816.779.5213

To: Board of Aldermen
From: Carl Brooks, City Engineer, "cbrooks@cityofpeculiar.com"
Date: February 19, 2013
Re: Resolution 2013-06, Recommended and Proposed Street Light Locations – E. 227th Street and C Hwy

GENERAL INFORMATION

Applicant: Staff
Requested Actions: Approval of a resolution of the recommended and proposed location for a Street Light
Purpose: City staff, at the direction of the Mayor and the Board of Aldermen (BOA), has requested Kansas City Power & Light (KCP&L) to install a street light at the southwest corner of E. 227th Street and C Hwy.

PROPOSAL

KCP&L requests a resolution for the installation of a street light at the southwest corner of E. 227th Street and C Hwy.

PREVIOUS ACTION(S)

The Mayor and Board of Aldermen have requested City staff to request Kansas City Power & Light (KCP&L) to install a street light at the southwest corner of E. 227th Street and C Hwy.

STAFF ANALYSIS & COMMENTS

City staff has verified that there are no known existing city owned utilities at the location proposed for the new street light at the southwest corner of E. 227th Street and C Hwy

STAFF RECOMMENDATION

Staff recommends the installation of a street light at the southwest corner of E. 227th Street and C Hwy by KCP&L, and approval of the attached resolution.

The additional increase to our KCPL monthly bill will be \$24.43.

City staff has requested KCP&L to install a "smart" light.

ATTACHMENTS

Resolution 2013-06
KCP&L Authorization for Street Light Changes form
KCP&L drawing No. 579745-1

RESOLUTION 2013-06

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI
APPROVING AUTHORIZATION FOR STREET LIGHT CHANGES CITY OF PECULIAR.

WHEREAS, the Mayor and Board of Aldermen have requested City staff to request Kansas City Power & Light (KCP&L) to install a street light at the southwest corner of E. 227th Street and C Hwy, and

WHEREAS, the KCP&L requests a resolution for the installation of a street light at the southwest corner of E. 227th Street and C Hwy.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI

Section 1. RESOLVED, the City of Peculiar is authorized by Chapter 405: Land Subdivision Regulations, of the City of Peculiar Municipal Code, to approve street lights in accordance with the standards established by Section 405.490.

Section 2. RESOLVED, that the Board of Aldermen hereby approves the request of KCP&L for the installation of a street light at the southwest corner of E. 227th Street and C Hwy.

Section 3. *Effective Date.* The effective date of this Resolution shall be the 19th day of February, 2013

Upon a roll call, said Resolution was adopted by the following vote:

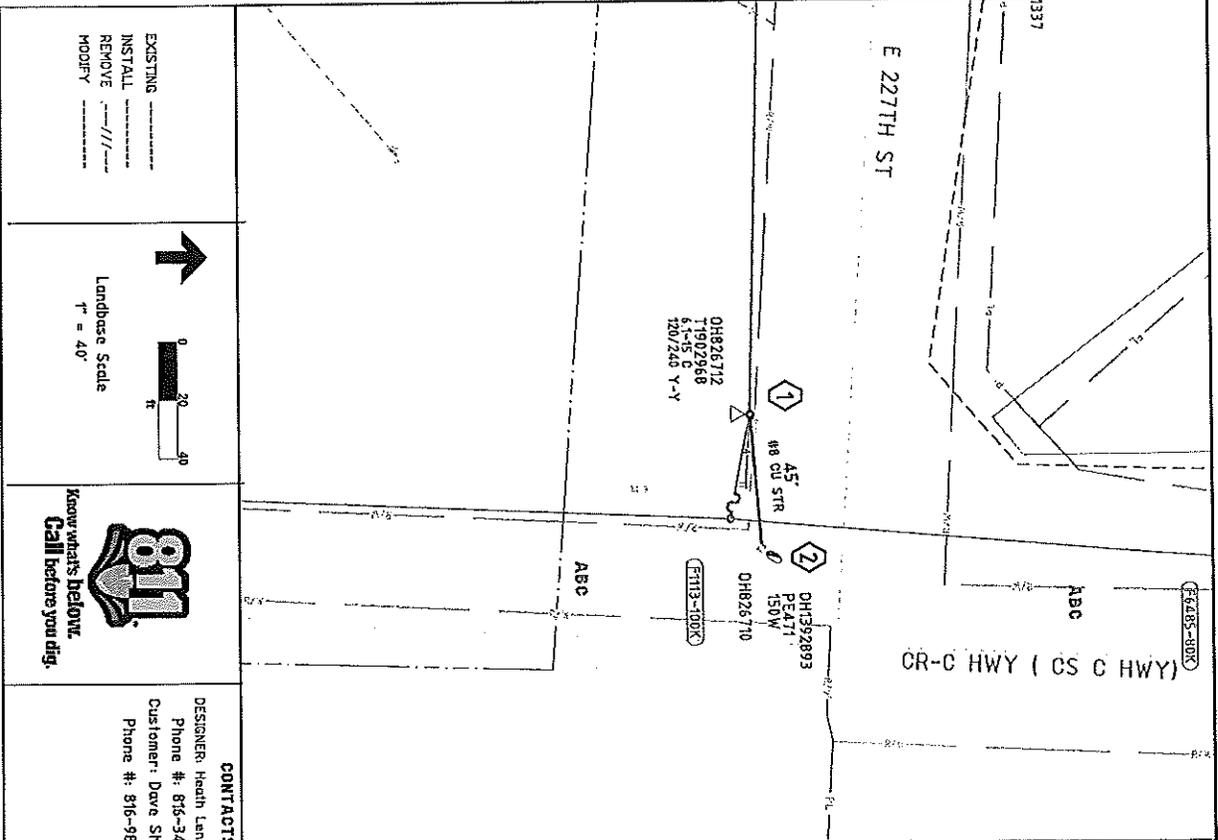
Alderman Dunsworth	_____	Alderman Ray	_____
Alderman Fines	_____	Alderman Stark	_____
Alderman Gallagher	_____	Alderman Turner	_____

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Josette Poirier, City Clerk



① EXISTING
 PWS0-1
 330-102
 330-111
 420-507
 INSTALL
 480-1571(3T)
 6SRP-2
 XFO-6-1-15

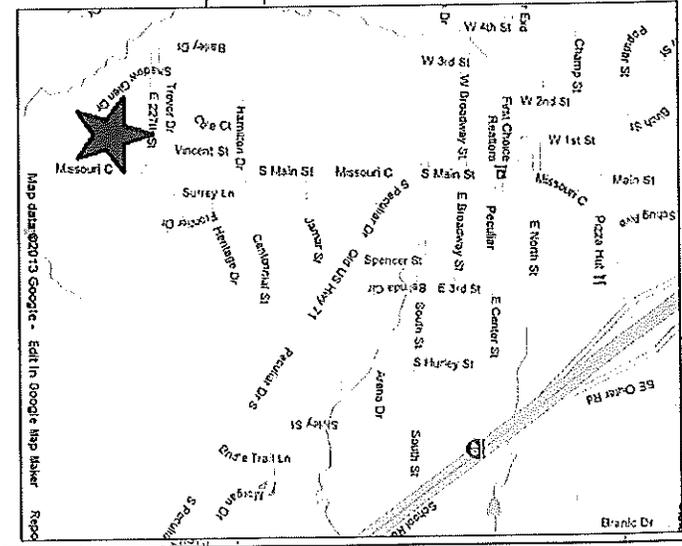
② INSTALL
 SL-PSS30-1S
 SL-B-BKMY
 SL-B-SCR
 SL-A6-SBSP
 SL-L150HPS-2W

CONTACTS	
DESIGNER: Heath Lenahan Phone #: 816-347-4317 Customer: Dove Sh-out Phone #: 816-982-2736	
T/R/S/QS: 45N/32W/16/NE	PR.#: D4-65561
TITLE: City of Peculiar	WR#: 579745
ADDRESS: 227th & Hwy C	SEC DIST:
CITY: Peculiar	CIRCUIT: e31611a-03
COUNTY: OS	e31611a-04
STATE: MO	ZIP: 64076
12 KV	JOB TYPE: 1STLT
SHEET: 1 OF 1	

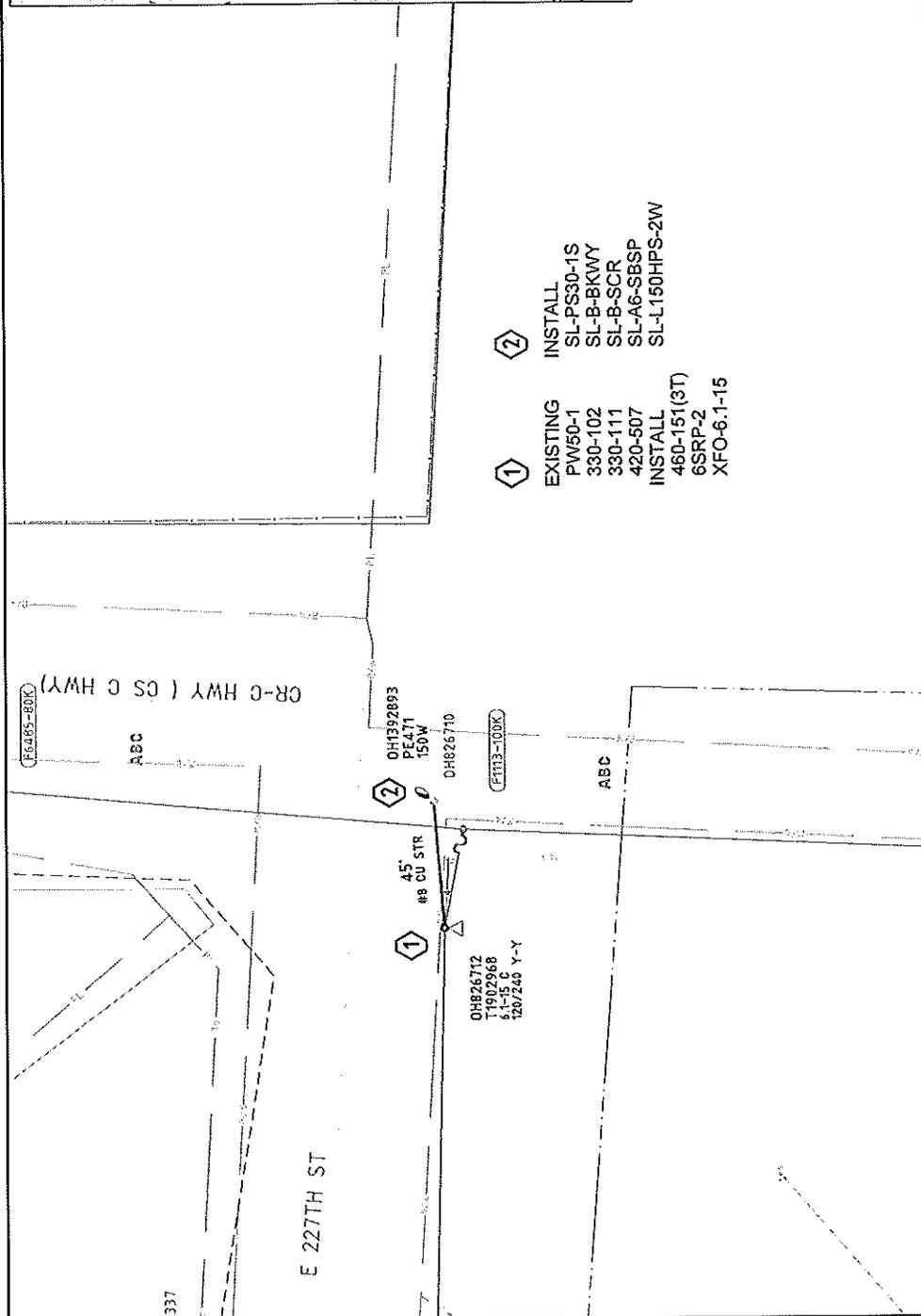
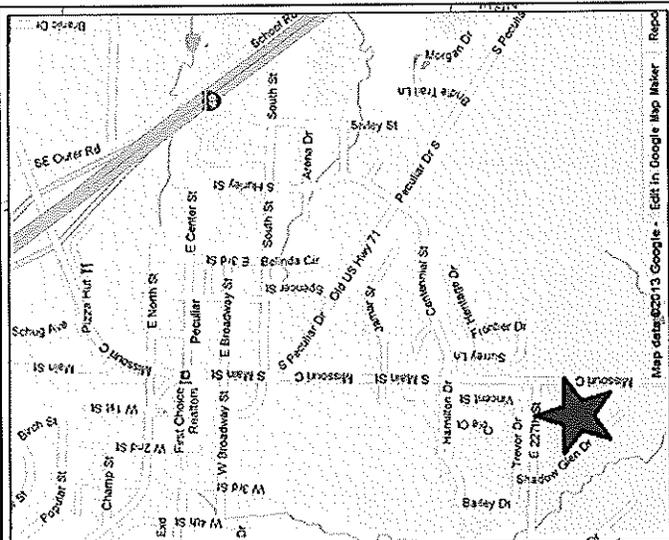
DULY AS DESIGNED F
 CHANGES AS NOTED F
 LEADMAN _____ DATE _____
 PLS _____ DATE _____

All facility locations should be field verified.

BELTON
 DESIGNED BY: HEENAHAN
 REVIEWED BY: RHALL
 DATE: 01-30-2013
 579745-1



Map data ©2013 Google - Edited in Google Map Maker. Repro



BUILT AS DESIGNED
 CHANGES AS NOTED
 LEADSMAN _____ DATE _____
 FCS _____ DATE _____

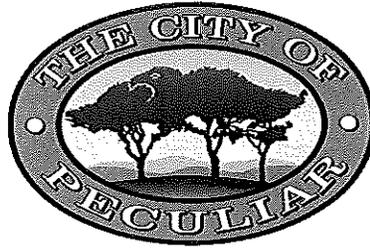
CONTACTS DESIGNER: Heath Lenahan Phone #: 816-347-4317 Customer: Dave Shroul Phone #: 816-982-2736		REV DATE BY CHECKED REVIEWED	
T/R/S/OS: 45N/32W/16/NE TITLE: City of Peculiar ADDRESS: 227th & Hwy C CITY: Peculiar COUNTY: CO STATE: MO ZIP: 64078 12 KV JOB TYPE: 1STLT SHEET: 1 OF 1			
PRJ#: D4-65561 WR#: 579745 SEC DIST: CIRCUIT: e3161s-03 e3161s-04		All facility locations should be field verified. DESIGNED BY: HLENAHAN REVIEWED BY: RHALL DATE: 01-30-2013 579745-1	
LEGEND ----- EXISTING - - - - - INSTALL - - - - - REMOVE - - - - - MODIFY		 Landbase Scale 1" = 40'	

City Administrator
Brad Ratliff

Chief of Police
Harry Gurin

City Attorney
Reid F. Holbrook

City Clerk
Josette Poirier



Municipal Offices - 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.1004

City Engineer
Carl Brooks

City Planner
Cliff McDonald

Business Office
Trudy Prickett

Parks Director
Nathan Musteen

To: Mayor and Board of Aldermen
From: Nathan Musteen, Parks & Recreation Director
Date:
Re: 2013-2014 Contract for Maintenance of Parks (not Mowing & Edge Trimming)

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution No. 2013-07
Purpose: Enter into Agreement (Renewal) with Excalibur Contracting
Property Location: Seven (7) City Parks

PROPOSAL

City staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement (renewal) with Excalibur Contracting for *General Maintenance for City Parks* for the period of April 1, 2013 through March 31, 2014. Staff is proposing a second resolution and agreement (under separate cover) for mowing and edge trimming of the parks.

PREVIOUS ACTIONS

The tasks under the proposed agreement (see *ARTICLE 2* attached) have been privatized since April, 2011. City staff has been pleased by the maintenance work performed by Excalibur contracting.

KEY ISSUES

Under the renewal agreement, Excalibur Contracting would be performing the maintenance related work for the same cost as initially bid at a cost of \$19.75/man-hour.

If it pleases the Mayor and the Board of Aldermen, City staff would like to change the Communications Contact under *ARTICLE 20*, to the name of Nathan Musteen, Director of Parks & Recreation, as the person of contact for the City and remove the previous contact listed: the Public Works Director and Park Board President.

The hiring of the New Parks & Recreation Director will ensure the Park Board's desire for better tracking of the maintenance work being done. The Parks & Recreation Director will assume all responsibilities in contact negotiations, maintenance, and tracking with the Contractor as indicated by the City Administrator.

STAFF RECOMMENDATION

City Staff recommend approval of the resolution.

ATTACHMENTS

The 7-page agreement and resolution are attached for your review.

**CITY OF PECULIAR
CONTRACTUAL AGREEMENT**

THIS AGREEMENT is between the City of Peculiar, Missouri, a city of the fourth class hereinafter referred to as CITY, and Mike Johnson of Excalibur Contracting, an individual whose business address is 1907 Christopher Street, Harrisonville, MO 64701, hereinafter referred to as CONTRACTOR;

WHEREAS, CITY requires professional services for GENERAL MAINTENANCE for CITY PARKS and,

WHEREAS, CONTRACTOR is prepared to provide said professional services and shall give consultation to CITY during the performance of said services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this AGREEMENT, agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be April 1, 2013.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall furnish all labor, tools, equipment and supervision for the performance of the following General Maintenance Tasks. Tasks in **bold type** are to be assumed as routine duties, all remaining tasks will be dictated by the Parks & Recreation Director.

Duties herein assigned to the CONTRACTOR may be subject to change based on services/personnel added to the CITY Parks & Recreation Department growth and needs.

Weekly emptying of park trash cans

Maintain/install enclosed landscaped areas

- **Weed removal**
- **Mulch placement**
- New plantings
- Place/replace landscape timbers & blocks

Maintain/install trees & other plants (not in landscaped areas)

- Tree pruning
- Downed limb pick-up & chainsaw work

Maintain/install playground equipment

Maintain/install gravel areas (parking lots, driveways and bleacher beds)

Miscellaneous finish grading

Maintain/install storm sewer piping

Maintain Raisbeck Sports Complex

- Outfield Divot/hole repairs
- Grass/Turf Maintenance
- Athletic field boundary painting
- Flood light repairs
- Assembly & repair of bleachers
- Goal/Net Assembly & Repair
- General Field Set-up for Tournaments/Game Days
- Weekly Cleaning of Restrooms

Clean & repair possible Raisbeck flood damage
Maintain pole lights at McKernan, City Lake and Mayor's
Maintain/install picnic tables, benches and trash cans

Weekly cleaning of McKernan restrooms

Plumbing repairs at Raisbeck, City Lake, Mayor's and McKernan

Winterizing

- **Water fountains at Raisbeck, Mayor's and McKernan**
- **Concessions building at Raisbeck**
- **Restrooms at McKernan**
- **Water lines and spigots at City Lake**

Repairs to structures

- Concessions building at Raisbeck
- Buildings at City Lake dam
- Two shelters at McKernan
- Shelter at City Lake
- Trash enclosure at Raisbeck

Maintain basketball goals (Shari Drive and McKernan)

Graffiti removal and other vandalism repairs

Maintain/install paved areas

Miscellaneous electrical repairs

Maintain/install vinyl, chain link and wire fences

Maintain City Lake water surface

- Algae treatments
- **Trash removal**
- Retrieval of City property from water

Maintain dock, boat ramp, dam and spillway

Monthly Park Board meeting attendance

Maintain/install entrance monuments and other signs

Cleaning of park grounds & structures

- **Leaf removal**
- **Twig & limb pick-up**
- **Trash pick-up**

Flagpole & flag maintenance (McKernan & Raisbeck)

Land application of chemicals

- Insecticide
- Fertilizer
- Weed killer

Maintain/install park gates

Coordinate draining of sewer holding tank (Raisbeck)

Shoreline plant removal at City Lake

Snow removal

- Access road to dam at City Lake
- Peace Park/McKernan walking trail
- McKernan parking lot

Produce & post special notices at parks and/or shelters

Activate electrical power as needed at McKernan & City Lake

Assist Park & Recreation Department with annual special event(s)

Coordinate portable restroom placements (City Lake and Raisbeck)

ARTICLE 3 - PERIOD OF SERVICE

The period of service shall be April 1, 2013 through March 31, 2014. At the close of this Period of Service, the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period April 1, 2014 through March 31, 2015.

ARTICLE 4 - COMPENSATION

For services performed, the CITY shall pay the CONTRACTOR an amount not to exceed \$19.75 per man-hour for the stated General Maintenance Tasks. Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CONTRACTOR's monthly invoices shall include a breakdown of specific tasks performed during the billing period and the man-hours dedicated to each. The monthly billing shall not exceed one hundred (100) man-hours unless prior authorization has been given to the CONTRACTOR by the City's contact person listed herein under *ARTICLE 20 - COMMUNICATIONS*.

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY. The CITY'S payment terms are net thirty (30) days. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice.

ARTICLE 5 - BOND

The CONTRACTOR shall furnish a surety bond as security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY. Expenses related to the surety bond shall be the responsibility of the CONTRACTOR.

ARTICLE 6 - PERMITS AND LICENSES

The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) shall procure a City of Peculiar Occupation License. CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subcontractors. The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 7 - CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the compensation or period of service stated in this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, period of service, or both, and will reflect such adjustment in a change order. All change orders shall be in writing and approved by CITY'S representative.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or

indirectly related to the performance of this work. The CONTRACTOR shall indemnify CITY against legal liability for damages arising out of claims by CONTRACTOR'S employees.

ARTICLE 9 - INSURANCE

During the performance of the stated services, CONTRACTOR shall maintain the following insurance:

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence, disease, accident limit.
- (2) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.
- (3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. Should the CONTRACTOR hire a subcontractor for performance of the General Maintenance tasks, said subcontractor shall maintain the same minimum insurance listed above.

ARTICLE 10 - DELAY IN PERFORMANCE

Neither CITY nor CONTRACTOR shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONTRACTOR under this AGREEMENT. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 11 - TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed till the date of the termination by the CITY or suspension expenses. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, CITY shall have the right to terminate this contract immediately upon written notice to CONTRACTOR.

ARTICLE 12 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 14 - ASSIGNMENT

Neither CITY nor CONTRACTOR shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

ARTICLE 15 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

ARTICLE 16 - INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this AGREEMENT shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This AGREEMENT shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 17 - MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this contract. If any such change causes an increase or decrease in the compensation or period of service of this contract, the CONTRACTOR shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the compensation or period of service or both, by written modification of the contract. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the contract as changed.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The organization will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States."

ARTICLE 19 - COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the state of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances, and regulations applicable to the work and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract. For any dispute that may arise out of

this contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 20 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

Contractor: **Excalibur Contracting**
Mike Johnson, Owner
1907 Christopher Street
Harrisonville, MO 64701
816-738-4031

City: **City of Peculiar, MO**
Nathan Musteen, Parks & Recreation Director
250 South Main
Peculiar, MO 64078
816-779-2225

ARTICLE 21 - SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects. If such agreements are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

ARTICLE 22 - SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this AGREEMENT for any reason: Compensation (if any payment obligations exist); Permits and Licenses; Liability and Indemnification; Waiver; Severability; Assignment; Independent Contractors; Governing Law; Entire Agreement; Survival of Terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement:

The City of Peculiar, Missouri

Excalibur Contracting

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION 2013-07

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MIKE JOHNSON OF EXCALIBUR CONTRACTING FOR THE PURPOSE OF PERFORMING GENERAL MAINTENANCE FOR CITY PARKS IN PECULIAR, MISSOURI

WHEREAS, the Board of Aldermen and Park Board held a joint meeting on Monday, March 7, 2011 and directed City Staff to draft an agreement covering general maintenance tasks for city parks, and;

WHEREAS, said agreement shall be separate from any agreement that may be executed for 2013 mowing and edge trimming for city parks, and;

WHEREAS, the City Staff developed a comprehensive list of tasks that have been performed at city parks in recent years and included said list in the proposed agreement under *ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR*; and

WHEREAS, the City has evaluated and approved of the work during the 2012 contract year; and

WHEREAS, the contractor, Excalibur Contracting of Harrisonville, Missouri; and the City Staff have negotiated the terms of an agreement to renew the contract for an additional year through March 31, 2014; and

WHEREAS at the end the renewal Period of Service, the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period April 1, 2014 through March 31, 2015.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI:

Section 1: The Mayor is authorized to execute the referenced agreement with Mike Johnson of Excalibur Contracting.

Section 2: *Effective Date.* The effective date of this resolution shall be the ___ day of February, 2013.

Upon a roll call, said Resolution was adopted by the following vote:

Alderman Gallagher	_____	Alderman Ray	_____
Alderman Dunsworth	_____	Alderman Stark	_____
Alderman Fines	_____	Alderman Turner	_____

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

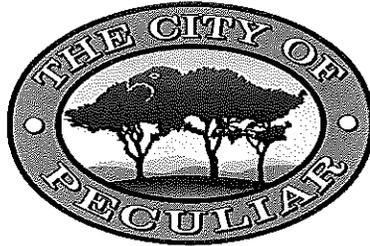
Josette Poirier, City Clerk

City Administrator
Brad Ratliff

Chief of Police
Harry Gurin

City Attorney
Reid F. Holbrook

City Clerk
Josette Poirier



Municipal Offices - 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.1004

City Engineer
Carl Brooks

City Planner
Cliff McDonald

Business Office
Trudy Prickett

Parks Director
Nathan Musteen

To: Mayor and Board of Aldermen
From: Nathan Musteen, Parks & Recreation Director
Date:
Re: 2013 Contract for Mowing & Edge Trimming of Parks (not General Maintenance)

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution No. 2013-08
Purpose: Enter into Agreement with Excalibur Contracting.
Property Location: Seven (7) City Parks

PROPOSAL

City staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Excalibur Contracting for *Mowing and Edge Trimming for City Parks* for the calendar year 2013. Staff is proposing a second resolution and renewal agreement (under separate cover) for general maintenance tasks.

PREVIOUS ACTIONS

Excalibur Contracting was under contract with the City in 2012 for mowing of the parks and they also assisted Codes Enforcement Staff with mowing violations as defined in the City's Property Maintenance Code.

KEY ISSUES

As stated in the 2012 contract, the city may renew the Contractual Agreement with Excalibur Contracting from March 1, 2013 through February 28, 2014.

STAFF RECOMMENDATION

City staff recommends approval of the resolution renewing the MOWING and EDGE TRIMMING for CITY PARKS contract for an additional year, with the option to renew for an additional 1 year term.

ATTACHMENTS

The 6-page agreement and resolution are attached for your review.

**CITY OF PECULIAR
CONTRACTUAL AGREEMENT**

THIS AGREEMENT is between the City of Peculiar, Missouri, a city of the fourth class hereinafter referred to as CITY, and Excalibur Contracting, a corporation in good standing under the laws of the state of Missouri located at 1907 Christopher Street Harrisonville, Missouri 64701, hereinafter referred to as CONTRACTOR;

WHEREAS, CITY requires professional services for MOWING and EDGE TRIMMING for CITY PARKS and,

WHEREAS, CONTRACTOR is prepared to provide said professional services and shall give consultation to CITY during the performance of said services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this AGREEMENT, agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be March 1, 2013.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Mowing and edge trimming shall be performed weekly during the heavy growing seasons. In periods of dry weather, the mowing frequency will be lessened to an approximate eight (8) to fourteen (14) day period. Mowing and trimming shall not occur before March 1, 2013 or after November 1, 2013 unless specifically requested by the Director of Parks & Recreation. CONTRACTOR shall furnish all labor, tools, equipment and supervision for the performance of all operations defined herein. The services provided shall include mowing all designated areas and edge trimming around all permanent structures in the designated areas, including but not limited to buildings, trees, fence lines, sidewalks, curbs, planting beds, parking areas and playground equipment. The services shall also include the blowing of all grass clippings off sidewalks, parking areas, landscaped areas, mulch beds and any other non-turf areas. The contract scope includes these operations at the City's parks based upon the following areas:

<u>City Park</u>	<u>Mowing Area (acres)</u>
Peace	0.62
Mayor's	1.67
McKernan	3.21
Shari Drive	3.79
City Lake	9.04
Raisbeck	14.02
Peculiar*	51.4*

In addition to the above services, the CONTRACTOR shall perform the same tasks on various private properties within the City on an as-needed basis. Said private property maintenance may be the result of citations issued to the property owner(s) by the City's Police Department for violations of the Property Maintenance Code. In such instances, the CONTRACTOR shall study the subject property and provide a price to the CITY based upon a one-time performance of the stated tasks. The CONTRACTOR shall bill the CITY immediately following the completion of work, and the billing shall not be part of the regular monthly billing described in Article No. 4 under COMPENSATION. Should the CONTRACTOR arrive at the subject private property for performance of its tasks and find that it has already been mowed by others, the CITY shall pay the CONTRACTOR \$50.00 for mobilization expenses incurred; said \$50.00 shall be billed to the CITY as

described in this paragraph.

* Peculiar Park is currently undeveloped and will not fall under the weekly schedule described above. In Article No. 2, one "per mow" price shall cover the six (6) developed parks, and a second "per mow" price shall cover Peculiar Park. There will be no edge trimming or blowing of grass clippings associated with Peculiar Park and the maximum number of mows during 2012 shall be four (4). Said operations require prior approval from the Director of Parks & Recreation and shall be based upon growing conditions and other factors.

ARTICLE 3 - PERIOD OF SERVICE

The period of service shall be March 1, 2013 through February 28, 2014. At the close of this Period of Service, the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period March 1, 2013 through February 28, 2014.

ARTICLE 4 - COMPENSATION

For services performed, the CITY shall pay the CONTRACTOR, an amount not to exceed:

\$525.00 "per mow" or to mow all six (6) developed parks

\$825.00 "per mow" for the undeveloped Peculiar Park separate

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY. Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY'S payment terms are net thirty (30) days. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice.

ARTICLE 5 - BOND

The CONTRACTOR shall furnish a surety bond as security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT. The Surety Bond shall be in the amount equal to the cost (\$525.00)/mow of the six developed City parks and the cost (\$825.00)/mow for the undeveloped Peculiar Park; one time, or total amount of \$1,300.00. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY. Expenses related to the surety bond shall be the responsibility of the CONTRACTOR.

ARTICLE 6 - PERMITS AND LICENSES

The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) shall procure a City of Peculiar Occupation License. CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subcontractors. The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 7 - CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the compensation or period of service stated in this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, period of service, or both, and will

reflect such adjustment in a change order. All change orders shall be in writing and approved by CITY'S representative.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work. The CONTRACTOR shall indemnify CITY against legal liability for damages arising out of claims by CONTRACTOR'S employees.

ARTICLE 9 - INSURANCE

During the performance of the stated services, CONTRACTOR shall maintain the following insurance:

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence, disease, accident limit.
- (2) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.
- (3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. Should the CONTRACTOR hire a subcontractor for performance of the General Maintenance tasks, said subcontractor shall maintain the same minimum insurance listed above.

ARTICLE 10 - DELAY IN PERFORMANCE

Neither CITY nor CONTRACTOR shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONTRACTOR under this AGREEMENT. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 11 - TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed till the date of the termination by the CITY or suspension expenses. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, CITY shall have the right to terminate this contract immediately upon written notice to CONTRACTOR.

ARTICLE 12 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 14 - ASSIGNMENT

Neither CITY nor CONTRACTOR shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

ARTICLE 15 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

ARTICLE 16 - INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this AGREEMENT shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This AGREEMENT shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 17 - MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this contract. If any such change causes an increase or decrease in the compensation or period of service of this contract, the CONTRACTOR shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the compensation or period of service or both, by written modification of the contract. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties

after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the contract as changed.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The organization will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States."

ARTICLE 19 - COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the state of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances, and regulations applicable to the work and shall procure all licenses and

permits necessary for the fulfillment of obligations under this contract. For any dispute that may arise out of this contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 20 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:
Contractor: Mike Johnson, Excalibur Contracting 1907 Christopher Street Harrisonville, Missouri 64701
City: Nathan Musteen, Director of Parks & Recreation, 250 South Main, Peculiar, MO 64078

ARTICLE 21 - SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects. If such agreements are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

ARTICLE 22 - SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this AGREEMENT for any reason: Compensation (if any payment obligations exist); Permits and Licenses; Liability and Indemnification; Waiver; Severability; Assignment; Independent Contractors; Governing Law; Entire Agreement; Survival of Terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement

The City of Peculiar, Missouri

**Excalibur
Contracting**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION 2013-08

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EXCALIBUR CONTRACTING FOR THE PURPOSES OF MOWING AND EDGE TRIMMING FOR CITY PARKS IN PECULIAR, MISSOURI

WHEREAS, the Board of Aldermen and Park Board decided in 2007 to remove mowing and edge trimming of City parks from the duties of the Public Works Department and place them under a private contractor, and;

WHEREAS, for the mowing seasons of 2008 – 2012, these duties were successfully performed in this privatized fashion, and;

WHEREAS, the City exercised its option to renew the current agreement for an additional year for the same work as preformed during the 2012 mowing season; and

WHEREAS, the 2012 contractor, Excalibur Contracting of Harrisonville, Missouri; and the City Staff have negotiated the terms of an agreement to renew the contract for an additional year; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI:

Section 1: The Mayor is authorized to execute the referenced agreement with Excalibur Contracting

Section 2: *Effective Date.* The effective date of this resolution shall be the ___ day of February, 2013.

Upon a roll call, said Resolution was adopted by the following vote:

Alderman Gallagher	_____	Alderman Ray	_____
Alderman Dunsworth	_____	Alderman Stark	_____
Alderman Fines	_____	Alderman Turner	_____

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Josette Poirier, City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, Engineers have used their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, Engineers face major technological challenges of our times – from rebuilding towns devastated by natural disasters to designing an information superhighway that will speed our country into the twenty-first century; and

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS, We will look more than ever to Engineers and their knowledge and skills to meet the challenges of the future

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF PECULIAR, MISSOURI DOES HEREBY PROCLAIM FEBRUARY 18, 2013 AS NATIONAL ENGINEERS WEEK IN PECULIAR, MISSOURI



Ernest Jungmeyer, Mayor
City of Peculiar, Missouri
February 19, 2013.