

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

City Attorney
Reid F. Holbrook

Business Office
Trudy Prickett



City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner

Municipal Offices – 600 Schug Avenue, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.5213

October 11, 2012

Attached are the items for agenda action for October 15, 2012.

Consent Agenda

The consent agenda will reflect:

- *Approval of the Draft Minutes of Sept 24, 2012 BOA Meeting.*
- *Approval of the Draft Minutes of Oct 1, 2012 Work Session Meeting*
- *Approval of the Agenda*
- *Approval of Resolution 2012-51 Janitorial Services Contract for 2012-2013*

Employee of the Month Presentation – Steve Spencer – He has personally fixed most of the water main repairs in the last month though he is a facilities specialized employee. He has taken care of all of the City’s mowing and weed eating for the past month by himself; since we only had one mower that has worked. (He volunteered to do this) He is also learning to take more initiative in finding what needs to be accomplished and doing it without being asked. He has spent a great amount of time working on City Hall to help prepare it for moving and had a positive attitude and disposition.

Proclamation - Domestic Violence Awareness Month

Mayor Appointment - Kacey King – Park Board

Unfinished Business:

None at this time...

New Business:

A. Bill No. 2012-44 An Ordinance Of The City Of Peculiar, Missouri Further Defining The Term “Services Rendered” To Include Weekly Solid Waste Pick-Up. – This is cleaning up an ordinance that did not have the trash service listed. Staff recommends approval.

B. Bill No. 2012-43 An Ordinance Of The City Of Peculiar, Missouri Amending Peculiar Municipal Code Section 600.097(A) And Increasing The Fee For A Liquor License To \$15.00. – The service used by the Police Department for background checks has instituted a fee. This will increase the fee charged to offset the cost invoiced to the Police Department for the backgrounds. Staff recommends approval.

Executive Session:

There will be a 15 minute request for litigation purposes.

OTHER ACTIVITIES AND DEVELOPMENTS AROUND THE CITY

Chamber First Friday Coffee: – Friday, October 19, 2012 – 8:00 a.m. at Peculiar Dental

Joint Meeting:

The Joint Cities meeting will be held on October 17, 2012 at the City of Peculiar’s City Hall.

City Hall Ribbon Cutting

We will be hosting a ribbon cutting and open house on October 25, 2012, 4pm to 7pm.

Police Note Juvenile Arrest Spike

The Police Department noted a spike in arrests and juvenile referrals during the month of September at the school complex. There were 15 calls for service at the school complex, with a number of the incidents involving drugs and alcohol.

Emergency Management

The emergency management department, in conjunction with the West Peculiar Fire Department, will be doing a class at Sioux Chief on tornado safety and sheltering. The class will be in the first week of November.

Drug Take Back

On September 29, 2012 the police department participated in the National Drug Take Back sponsored by the Federal Drug Enforcement Agency. During the 4 hour period the department accepted 67 ½ pounds of prescription drugs. The police department continues to accept unwanted prescript drugs on a daily basis throughout the year.

Police Department and Ray-Pec

On September 19, 2012 3 classes totaling approximately 60 children, from Peculiar Elementary, toured the police department as part of their walk around the community to visit businesses and the police department. The children toured the municipal court, the police department, and were allowed to visit the holding cell for photographs.

Sanitary Sewer Improvements Project:

A monthly project progress meeting was held on September 25, 2012.

During the past 30 days, the Contractor has conducted the startup, testing and training of the East Lift Station generator, and has over-seeded the Excess Overflow Holding Basin at the Wastewater Treatment Plant.

No pay estimates have been received over the past 30 days. The total amount completed and stored material to date remains at \$1.4M, the percent complete of the project, including materials stored, is at 79 percent.

Three properties continue in the condemnation process. On Monday, September 17, 2012, the Cass County judge appointed three persons to conduct independent appraisals of the three subject properties. The judge is to receive the independent appraisals no later than November 18, 2012. Once the judge confirms the easement acquisition amount, city staff can write a check to the county clerk and the city has the easement; and the contractor may begin work on the force main project. The contractor is planning to start on the force main

project on or about the first of December. In addition on the gravity line, the city's attorney advises that the geotechnical engineer may begin investigation and soil borings on the gravity line after the easement(s) is obtained.

Sanitary Sewer Backup:

No back-ups to report.

DPACD Sidewalks Capital Project:

No work this month. However, the Mayor has advised that DPACD would like to construct a walking trail along the old railroad right-of-way from the Fire Station to Dollar General.

The Asphalt Mill and Overlay Project:

With the remaining capital street budget, City staff would like to provide a dust free surface on 233rd Street and possibly Knight Rd.

Water Mains:

This past month:

1. **Water Main Repairs:** There have been 3 water main repairs in the last 30 days.
 - a. 12311 E. 233rd Street
 - b. 748 S. Peculiar Drive (Fire Hydrant)
 - c. 207 E. Center (Leak on resident's side)
2. **Activities:** The public works field crew has conducted the following activities in addition to daily activities such as locates, water service work orders, mowing, etc....
 - a. Repair drywall patches at City Hall.
 - b. Painted drywall patches at City Hall.
 - c. Build shelving in closet of lobby area at City Hall.
 - d. Replaced light bulbs at new "City Hall".
 - e. Repaired and replaced 6 street signs.
 - f. Applied 240 tons of asphalt millings to E 233rd Street.
 - g. Provided traffic control for the application of 240 tons of asphalt millings.
 - h. Hang Pictures at City Hall.
 - i. Burned files for City Clerk.
 - j. Applies 2.5 tons of cold patch for pot- hole repair.
 - k. Repaired erosion on 3 culverts to include Hurley, Kendall Rd., and Hargrove
 - l. Certified all Public Works employees with OSHA 10 course or greater.
 - m. Seed and straw yard s that were damaged from water leaks.
 - n. Installed lock on boat house at City Lake.
 - o. Repaired John Deer 777 lawn mower.
 - p. Repaired 2002 F 350 Flatbed.

Cass County Water District No. 2 Telemetry Project:

Cass County Water District No. 2 has advised that the Contractor should be Substantially Complete within the next week or two with the SCADA project. The City contacted Cass County Water District No. 2 regarding and requesting the final numbers for project for the city's portion of the project. Based on preliminary numbers provided to city staff at the pre-construction meeting in July 2011, the city's cost for the new master meters and telemetry could be \$30K-\$45K. \$30K is in the current year's budget and has been carried over to the next fiscal year budget.

MoDOT J/C Hwy Bridge over Highway 71:

Drainage issues (ponding) continue to be a concern as well as the blinking yellow left hand turn signal. MoDOT staff has been notified of these concerns.

MoDOT Highway 71 and 211th Street Interchange Cost Share Project:

Bonds for the city's portion of the design, right-of-way and utility relocation have been approved by the Mayor and Board of Aldermen. The fee for the scope of engineering for the project provided by MoDOT is \$1.4M. The fee and scope of the engineering contract continue to be reviewed by MoDOT. At this time no contract has been signed, and no Notice to Proceed to the engineer has been issued. MoDOT has informed City staff that an amendment to the cost share agreement will be forthcoming, as the local street improvements on 211th outside the limits of the interchange are not applicable to the cost share funds, but as of this writing, we have not received any amendment.

Grants:

Two grants are underway by Public Works; 1) MoDOT Safe Routes to School and 2) MoDOT Transportation Enhancement. Both grants are due November 5, 2012.

Fox's Den Subdivision:

We still awaiting receipt of the three year maintenance bonds from the developer/owner. The City Administrator sent a letter to Community Bank of Raymore on September 24, 2012 outlining to the Bank how and what is needed to move forward. There has been no response from the Bank.

Setter's Pointe Subdivision:

The access road to the lift station has been completed and constructed with asphalt. The maintenance bonds are to be submitted for the work completed.

Bradley's Crossing Subdivision:

Due to the change in ownership of the property, a re-plat of Bradley's Crossing – Industrial Phase 1 Replat of Lot 6 will be required. The Bank has stated that they will work with us on this issue.

Cass County Solid Waste Consortium (CCSWC):

We are being told that Lee's Summit is abandoning the look for a new land fill. After the last City election they had new City Councilmen are not interested in Lee's Summit being in the Land Fill business any longer.

Park Board:

The Park Board met on October 9, 2012. There was no quorum. Therefore, no business was conducted. Prior to the meeting, the Park Board reviewed the applications received for the position Park & Recreation Coordinator/Manager as a city employee. The Mayor has received and application to the Park Board for Kasey King. The City will be announcing October 22 our new Parks and Recreation Manager.

City Hall Annex Building:

The contractor, Bob Frazier Roofing Company, Inc. started work the masonry work on October 8, 2012.

Storm Water Phase I Improvements:

A cursory/preliminary design and cost estimate has been completed by the City Engineer. The cursory/preliminary design and total cost estimate is \$775,000.00.

Ground Water Storage Tank:

The maintenance improvements to the ground water storage tank project have been delayed until spring 2013. The tank has been tested and results of the TCLIP tests are *within acceptable limits and below the maximum allowable limits*. The CIP budget amount for the project is \$100,000, and is planned to be carried over into FY 2012-13 to be completed in the spring.

Recently the Ground Water Storage Tank pumps have failed. The pumps are extremely overdue for an inspection and potential repairs. The cost for the pump repairs could be in excess of \$20,000. Final numbers will not be known until the pumps can be pulled, disassembled, inspected and the determination of what repairs for the pumps will be required.

Permits

8 Building permits were issued from September 15 to date. 1 Deck , 2 re-roofs, 1 Plumbing, 2 electric, A permit for the kilns at Elmwood, and a right of way excavation permit. An accessory building permit was issued to Elmwood for the construction of their wood drying sheds.

Code Violations

Codes department wrote 48 notice of violation letters: 18 for weeds and tall grass, 1 accumulation of rubbish, 5 unlicensed motor vehicles, 2 accessory structures needing repairs, 5 parking in the front yard, and 14 row in need of maintenance.

Right-of-Way

Codes department worked with public works and engineering to have a dangerous tree removed from the right of way just to the north of the elementary.

New Business

Monkey Business opened in Sander's Center.

Respectfully,



Brad Ratliff
City Administrator

*Consent
agenda*

Meeting Minutes September 24, 2012

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 Monday, September 24, 2012. 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 and Donald Turner with Holly Stark arriving at 6:45pm.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Engineer Carl Brooks, Business Office Coordinator Trudy Prickett, Chief of Police Harry Gurin, and City Clerk Josette Poirier.

- A. Approval of the Draft Minutes of Aug 20, 2012 BOA Meeting
- B. Approval of the Draft Minutes of Sept. 10, 2012 BOA Work Session Meeting
- C. Approval of the Agenda
- D. Approval of the Draft Minutes of August Park Board Meeting
- E. Approval of P&Z August Draft Meeting Minutes
- F. Approval of Resolution 2012-42 Holiday Schedule 2012-2013

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

Employee of the Month Presentation - City Administrator Brad Ratliff – acknowledged Trudy Prickett as employee of the month for August.

Unfinished Business

Resolution 2012-43 The Board of Alderman of the City of Peculiar, Missouri Authorizing the Mayor to approve the proposed Eagle Scout Project in McKernan Park by Eagle Scout Ian Phillips Scout Troop 621. Engineer Carl Brooks addressed the BOA with a reminder of the discussion that took place on Sept. 10, 2012 Work Session of the plan Ian Phillip has for the McKernan Park Project.

After a few comments and questions from the BOA in regards to the drawings and plans staff has submitted to the Board. Mayor Jungmeyer addressed the public for and comments or questions and at that time there were no comments or questions.

Alderman Tuner made a motion to approve Resolution 2012-43. Alderman Gallagher seconds the motion and the Resolution was passed with a 4 – 1-1 roll call vote:

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

Resolution 2012-42 An Ordinance Establishing Parameters for G.O. Bonds.

Joey McLiney addressed the BOA in in regards to the discussion at the Sept. 10, 2012 meeting describing the parameters and the levels listed that we may not exceed. The levels are set to hopefully allow for fluctuation in the market and/ or bond rating issues. Mr. McLiney answered questions from the BOA and gave further details of the process that is about to take place. The Mayor asked for public comment or questions and at that time there were no questions or comments from the public.

No public comments.

Alderman Stark made a motion to have Bill No. 2012-42 read by title only. It was seconded by Alderman Turner. Alderman Stark made a motion to approve the first reading of Bill No. 2012-42 by title only and the motion was second by Alderman Turner and with an all unanimous vote the first reading was approved.

Resolution No. 2012-41 The Board of Alderman of the City of Peculiar, Missouri adopting the Fiscal year 2012-2013. City Administrator, Brad Ratliff briefly reminded the BOA of the previous discussions regarding the approval of the proposed 2012-2013 Budget and that there has been no additional changes or and questions since the meetings. Brad also addressed a few line items and changes that have taken place in this New Year as a brief review. After further comments and question from the BOA to Brad, the Mayor asked for further comments or questions from the BOA. There were no further questions or comments from the BOPA or the public.

Alderman Stark made a motion to adopt Resolution 2012-41. The motion was seconded by Alderman Dunsworth and this Resolution was adopted by the following 6 – 0 roll call vote.

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

City Administrator's Report- Brad Ratliff briefly discussed activities and events that will be taking place in the next few weeks in the city and at city hall. Brad also gave the BOA an updated on projects that are currently in progress and department updates with in the city and community updates. Staff briefly addressed comments and questions from the BOA in regards to the water main breaks and repairs.

Mayor Jungmeyer commented on the opening on the Park Board and possible replacement of the mayors Christmas tree. Alderman Ray noted that there are a few tree issues around town that need to be discussed.

Alderman Dunsworth and Alderman Ray had commented on the all Alderman conduct within the Board and a small reminder that they are elected city officials vote in to the board by the community.

Alderman Stark made a motion to adjourn the meeting and the motion was second by Alderman Fines and with an all unanimous vote, the meeting was adjourned at 7:50pm.

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

Josette Poirier, City Clerk

Approved by the Board of Aldermen: _____

Meeting Minutes October 1, 2012

A Work Session 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 Monday, October 1, 2012. 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, Donald Turner and Holly Stark

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Engineer Carl Brooks, Chief of Police Harry Gurin, and City Clerk Josette Poirier.

Unfinished Business

Bill No. 2012-42 Ordinance Establishing Parameters for G.O. Bonds

* Second reading of Ordinance authorizing the issuance of general obligation street bonds.

(First reading Sept. 24 2012 accepted by a 6-0 vote)

City Administrator Brad Ratliff addressed the BOA with a brief recap of the previous meeting and the first reading of this bill and that there has been no changes. Joey McLiney also spoke to the BOA in regards to our rating. Mr. McLiney explained the rate scale in further detail for the BOA.

The Mayor asked for Board or public comment or questions and at that time there were no questions or comments from the public. Alderman Stark made a comment to confirm the this is the first phase of 1 million dollars and are constantly looking for funding. Alderman Gallagher asked staff if we had any updated on available finding. Staff addressed questions for the BOAS and comments. There were no public comments.

Alderman Stark made a motion to have Bill No. 2012-42 read by title only. It was seconded by Alderman Dunsworth. Alderman Stark made a motion to except the Second Reading of Bill No. 2012-42 by title only and place on final passage as Ordinance No. 10012012 the motion was second by Alderman Dunsworth and with an all 6-0 roll call vote and the Ordinance was adopted.

Alderman Gallagher Aye
Alderman Dunsworth Aye
Alderman Fines Aye

Alderman Ray Aye
Alderman Stark Aye
Alderman Turner Aye

Topic for Discussion

Bill NO. 2012-44 An Ordinance Of The City Of Peculiar, Missouri Rescinding Chapter 410 Of The Peculiar Municipal Code And Implementing Revised Provisions Regulating Flood Hazards, Development On Floodplains, And Procedures For The Granting Of Variances.

* Flood Hazards, Development on Floodplains, and Procedures for the Granting of Variances

City Engineer Carl Brooks addressed the BOA in regards to adopting new flood plain map revised by FEMA that will take effect in January 2013. Mayor Jungmeyer commented on November 19th date for the first reading and December 3rd for the second reading and those dates will work based on the public hearing notice published with a 15 days window. Public comment from Carrie Robins (8209 E 136th St. Belton MO) in regards to being able to see the revised maps and staff informed her that they are at City Hall to be viewed at any time. Staff addressed a few comments and concerns from the BOA regarding flood plains. Mayor Jungmeyer asked if there are any more questions, there were no further comments or questions for the BOA or the Public at that time. Staff was advised to bring back for first reading on the 19th of Nov.

Resolution 2012-50 Resolution Of Official Intent Of The City Of Peculiar, Missouri Toward The Issuance Of The City's Revenue Bonds To Provide Funds To Acquire And Lease A Manufacturing Facility In The City.

Joey McLiney addressed the BOA briefly in regards to Resolution 2012-50, explaining that this resolution would allow new companies to Peculiar to reimburse themselves, through either tax-abatement of chapter 100 bonds for money spent within the last 60 day for the point of adoption. The BOA had questions for Joey regarding this resolution requesting further detail, he explained that instead of local businesses taking a loan out for equipment or new expansion, the City can issue bonds at a tax exempt level / lower interest rate- based on their credit and financials, this would show good faith and provide some relief of they should ever need or seek it. Joey McLiney noted that he does know if this will go anywhere – there is a 50/50 shot that this may not actually take place staff just want BOA to be aware of this as a possibility. After further discussion with staff and the BOA in regards to funding available for manufacturing companies through the state, the mayor asked for any public or comments from the board and at this time where ere no further questions or comments.

Aldermen Directives Reported by City Administrator

Alderman Ray commented on the light is out on the north bond side of new bridge - Alderman Stark mentioned the 227 & C Hwy intersection needs an actual light post. Alderman Turner stated the he has called KCP&L regarding the light at Mayors park need to be replaced. Staff noted that we are responsible for that light maintained

Bring back –issues documents Ordinance Establishing Parameters for G.O. Bonds with signatures- Bill No. 2012-44 Ordinance update back for 1st reading November 19th and bring back Resolution 2012-50 with final numbers.

MML Alderman Training started at 7:15 pm.

Adjournment

Alderman Stark made a motion to adjourn the meeting and the motion was second by Alderman Turner and with an all unanimous vote, the meeting was adjourned at 8:46pm.

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
Regular Meeting
City Hall – 250 S. Main St
Monday, October 15, 2012, 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 Monday, Oct 15, 2012, 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 Sept 24, 2012 BOA Meeting.
 - B. Approval of the Draft Minutes of Oct 1, 2012 Work Session Meeting
 - C. Approval of the Agenda
 - D. Approval of Resolution 2012-51 Janitorial Services Contract for 2012-2013
 6. Employee of the Month – Steven Spencer
 7. Proclamation - Domestic Violence Awareness Month
 8. Mayor Appointment
Kacey King – Park Board
 9. New Business
 - A. Bill No. 2012-44 An Ordinance Of The City Of Peculiar, Missouri Further Defining The Term “Services Rendered” To Include Weekly Solid Waste Pick-Up.
 - B. Bill No. 2012-43 An Ordinance Of The City Of Peculiar, Missouri Amending Peculiar Municipal Code Section 600.097(A) And Increasing The Fee For A Liquor License To \$15.00.
 10. City Administrator Report
 11. Aldermen Directives
 12. Executive Session
- The City of Peculiar Board of Aldermen may enter into an Executive Session during this meeting to discuss potential litigation matters as authorized by §610.021(1) RSMo*
13. Adjournment

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

Chief of Police
Harry Gurin

Business Office
Trudy Prickett

Municipal Offices - 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.5213

To: Mayor and Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: October 10, 2012
Re: Janitorial Services Contract for 2012-2013

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution
Date of Application: October 15, 2012
Purpose: Enter into Agreement with Service Masers Clean
Property Location: Three (3) City buildings

PROPOSAL

Staff propose that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Service Masters Clean for *Janitorial Services for City Buildings* for the period October 2012 through September 2013.

PREVIOUS ACTIONS

City staff issued a Request for Proposals for cleaning of the City's three (3) major buildings: City Hall, Public Works Building, and Police Building and Court. Please note that the Police Building and Court are considered one building. City staff received seven (7) proposals. Refer to the attached bid tab. The total base bid proposals ranged from \$202.25 to \$1,400.00 to clean the buildings each week. Two additive alternatives for the cleaning of windows (inside and out), and the Chandler at City Hall every other month; and the cleaning of windows (inside and out) at Police Building every other month ranged from \$40.00 to \$150.00.

KEY ISSUES

Under the current (expired) 2011-2012 agreement, Elmore Building Services charges \$150.00 each week for their services to clean the New City Hall and the Public Works Building; and under a separate contract Carrie Hendricks charged \$270.00 a month to clean the Police Annex Building and the Court twice a month. Total cost for a one-year period is \$11,040. Under this proposed contract agreement, the apparent low bidder would charge \$6,349.20. This change reduces the total cost for a one-year period and provides a yearly savings of \$4,690.80 for the weekly basic cleaning of all three buildings

Under this proposed contract, Service Masters Clean would charge \$122.10 each week for their cleaning services, and \$85.00 every other month to clean the windows (inside and out), and the Chandler at City Hall; and the cleaning of windows (inside and out) at Police Building. Total cost for a one-year period is \$6,859.20. This fee would be covered in the FY 2013-2013 budget under Facilities - Annex, Administrative and Public Works Buildings, respectively.

STAFF RECOMMENDATION

City staffs' recommendation is that Service Masters Clean the City's three building each week; and the windows (inside and out), and the chandler at City Hall; and the cleaning of windows (inside and out) at Police Building every other month. The total cost for a one-year period would be \$6,859.20, a savings of more than \$4,000 from the previous fiscal year. References of Service Masters Clean have been checked by city staff, and all references were favorable.

ATTACHMENTS

Draft agreement
Proposals Bid Tab

RESOLUTION 2012-51

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SERVICE MASTER FOR JANITORIAL SERVICES FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar owns various office buildings in the City of Peculiar in need of janitorial services

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

Section 1. The Mayor is authorized to execute a contract for with Service Master for the purpose of janitorial services. (Attachment A.)

Section 2. The period of service shall be October 16, 2012 through September 30, 2012.

Section 3. *Effective Date.* The effective date of this Resolution shall be the 15th day of October, 2012

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

Alderman Dunsworth	___	Alderman Ray	___
Alderman Gallagher	___	Alderman Stark	___
Alderman Fines	___	Alderman Turner	___

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Josette Poirier, City Clerk

CITY OF PECULIAR
CONTRACTUAL AGREEMENT

Attachment 2

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Contractor agrees to accept and be bound by the following terms and requirements in any resulting contract:

THIS AGREEMENT, made by and between the City of Peculiar, Missouri (hereinafter called CITY) and CP Restoration & Service Center (hereinafter called CONTRACTOR).

WITNESSETH:

WHEREAS, CITY requires services for Janitorial Services for City Buildings and,

WHEREAS, CONTRACTOR is prepared to provide said professional services and shall give consultation and advice 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 October 8th, 2012

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

Janitorial services shall be performed weekly. The contractor shall furnish all labor, equipment and supervision for the performance of all operations defined herein. The services provided shall include cleaning all designated areas. The contract scope includes these operations based upon the following areas:

City Hall Offices (Located at 250 S. Main Street)

3. *Office Areas (all three floors) Main Floor 4,378 sq ft +/-; 2nd Floor 1,408 sq. ft +/-; and Lower Level 3,473 sq ft +/-*

Vacuum carpeted floors and rugs, and stairwells

Wipe down and/or dust all office area flat surfaces, including council chamber dais and stackable chairs

Clean and/or dust all office area blinds and window ledges

Clean and/or dust all office area ceiling and visible floor corners, especially for spider webs and HVAC vents

Clean glass of the entry/foyer area (Front Doors & Entry Area glass)

Clean all office area glass windows

Sweep & Wet mop all tile floors

Sweep, clean and Polish all wood floors

Wipe down and/or dust kitchen galley flat areas and disinfect sinks

Empty waste receptacles and replace liners

4. *Restrooms*

Sweep & wet mop all floors

Empty all waste receptacles and replace liners

Clean and/or dust all area ceiling and visible floor corners, especially for spider webs and HVAC vents

Clean & disinfect all toilets, urinals and sinks

Clean mirrors

Replenish paper towels, hand soap and toilet paper from City's inventory.

Note: The City shall supply all dispensable items to be refilled by contractor.

The contractor shall supply approved cleaning solutions.

City Hall Offices (Located at 594 Schug Ave)

3. *Office Areas Main Floor 1,570 sq ft +/-*
 - Vacuum carpeted floors and rugs
 - Wipe down all office area flat surfaces and stackable chairs
 - Clean glass (Front Doors & Reception Area glass)
 - Sweep & Wet mop all tile floors
 - Wipe down galley flat areas and disinfect sinks
 - Clean and/or dust all office area ceiling and visible floor corners, especially for spider webs and HVAC vents
 - Empty waste receptacles and replace liners
 - Wipe clean with disinfectant solution drinking fountain
4. *Restrooms*
 - Sweep & wet mop all floors
 - Empty all waste receptacles and replace liners
 - Clean and/or dust all area ceiling and visible floor corners, especially for spider webs and HVAC vents
 - Clean & disinfect all toilets, urinals and sinks
 - Clean mirrors
 - Replenish paper towels, hand soap and toilet paper from City's inventory.

Note: The City shall supply all dispensable items to be refilled by contractor.
The contractor shall supply approved cleaning solutions.

Police Building and Court Room (Located at 224 and 220 N. Main Street)

2. *Police Building Office Areas Main Floor 2,300 sq ft +/-*
 - Vacuum carpeted floors and rugs
 - Wipe down all office area flat surfaces and stackable chairs
 - Clean glass (Front Doors & Reception Area glass)
 - Sweep & Wet mop all tile floors
 - Wipe down galley flat areas and disinfect sinks
 - Clean and/or dust all office area ceiling and visible floor corners, especially for spider webs and HVAC vents
 - Empty waste receptacles and replace liners
2. *Restrooms*
 - Sweep & wet mop all floors
 - Empty all waste receptacles and replace liners
 - Clean and/or dust all area ceiling and visible floor corners, especially for spider webs and HVAC vents
 - Clean & disinfect all toilets, urinals and sinks
 - Clean mirrors
 - Replenish paper towels, hand soap and toilet paper from City's inventory.

Note: The City shall supply all dispensable items to be refilled by contractor.
The contractor shall supply approved cleaning solutions.

2. *Court Building Areas Main Floor 2,400 sq ft +/-*
 - Vacuum carpeted floors and rugs
 - Wipe down all office area flat surfaces and stackable chairs
 - Sweep & Wet mop all tile floors
 - Clean and/or dust all office area ceiling and visible floor corners, especially for spider webs and HVAC vents
 - Empty waste receptacles and replace liners

2. Restrooms

- Sweep & wet mop all floors
- Empty all waste receptacles and replace liners
- Clean and/or dust all area ceiling and visible floor corners, especially for spider webs and HVAC vents
- Clean & disinfect all toilets, urinals and sinks
- Clean mirrors
- Replenish paper towels, hand soap and toilet paper from City's inventory.

Note: The City Court Administrator's office is NOT to be cleaned.

Note: The City shall supply all dispensable items to be refilled by contractor. The contractor shall supply approved cleaning solutions.

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

The CITY'S Request for Proposal and the CONTRACTOR'S response are attached hereto and incorporated by reference into this AGREEMENT. In the event of inconsistency or conflict between or among the provisions of this AGREEMENT and the provisions of the exhibits or attachments to this AGREEMENT, the provisions of this AGREEMENT shall take precedence over the exhibits and attachments, the exhibits shall take precedence over the attachments and the CITY'S Request for Proposal shall take precedence over the CONTRACTOR'S Proposal.

ARTICLE 4 – PERIOD OF SERVICE

The period of service shall be October 2, 2012 through September 30, 2013.

ARTICLE 5 – COMPENSATION

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

- \$ 63.40 "per week" for the City Building (Located at 250 S. Main Street)
- \$ 27.05 "per week" for the City Building (Located at 594 Schug Ave)
- \$ 31.70 "per week" for the City Building (Located at 224 and 220 N. Main Street)

Total Bid

\$ 122.15 "per week" for the 3 City Buildings

The following janitorial services shall be performed at a minimum bi-monthly or every 60 days for the listed below buildings:

City Hall Offices (Located at 250 S. Main Street)

Additive Alternative A: clean all widows, inside and outside; and the chandler located in the foyer of the building.

For Additive Alternative A, the CITY shall pay the CONTRACTOR, an amount not to exceed Sixty Three dollars \$ 63.00 .xx (figures) "per bi-monthly"

Police Building (Located at 224 N. Main Street)

Additive Alternative B: clean all widows, inside and outside.

For Additive Alternative B, the CITY shall pay the CONTRACTOR, an amount not to exceed Twenty Two dollars \$ 22.00 .xx (figures) "per bi-monthly"

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 of City's request. City in its sole discretion shall determine adequacy of documentation and its obligation to pay any invoice.

ARTICLE 6 – BOND

The CONTRACTOR shall furnish a surety bond in the amount of \$10,000 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.

ARTICLE 7 – PERMITS AND LICENSES

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 must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 8 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONTRACTOR as part of the services shall become the property of CITY.

ARTICLE 9 – 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 AGREEMENT 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 the City's representative.

ARTICLE 10 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this AGREEMENT and the CONTRACTOR'S fee, and in consideration of the mutual covenants contained in the AGREEMENT, CITY and CONTRACTOR agree to allocate and limit such liabilities in accordance with this Article.

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 11 – INSURANCE

During the performance of the Services under this AGREEMENT, 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.
- (2) General Liability Insurance, with bodily injury limits of \$500,000 for each occurrence and \$1,000,000 aggregate, and with property damage limits of \$500,000 for each occurrence and \$1,000,000 aggregate.
- (3) Automobile Liability Insurance, with bodily injury limits of \$500,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$500,000 for each accident.

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. All subcontractors shall be required to include CITY and CONTRACTOR as additional insureds on their General Liability insurance policies, and shall be required to indemnify CITY and CONTRACTOR to the same extent.

ARTICLE 12 – 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 non-performing 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 13 – 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 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 14 – WAIVER

A waiver by either CITY or CONTRACTOR of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – 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 16 – 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 17 – 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 18 – THIRD PARTY RIGHTS

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

ARTICLE 19 – 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 20 – AUDIT

CONTRACTOR agrees that the CITY, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this AGREEMENT have access to and the right to examine and copy any pertinent books, documents, papers and records of the CONTRACTOR involving transactions related to this AGREEMENT.

ARTICLE 21 – MODIFICATIONS/AMENDMENTS

The 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 22 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the organization agrees as follows:

The organization 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 organization 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. The organization 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.

The organization will, in all solicitations or advertisements for employees placed by or on behalf of the organization, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The organization 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 organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The organization 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 the organization'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 the organization 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.

The organization 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. The organization 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 an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the organization may request the United States to enter into such litigation to protect the interest of the United States."

ARTICLE 23 – GOVERNING LAW

This Agreement shall be governed by the laws of the state of Missouri.

ARTICLE 24 – COMMUNICATIONS

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

CONTRACTOR: CP Restoration & Servicemaster

CITY: Carl Brooks, City Engineer, 250 S. Main Street, Peculiar, MO 64078

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

ARTICLE 25 – 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 26 – ENTIRE AGREEMENT

This Agreement represents the entire agreement between the CITY and CONTRACTOR. All previous or contemporaneous agreements, representations, promises and conditions relating the CONTRACTOR'S services described herein are superseded.

ARTICLE 27 – 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

CITY:

City of Peculiar, Missouri

By: _____

Title: _____

Date: _____

CONTRACTOR:

CP Restoration dba ServiceMaster.

By: Ernest Prince 

Title: OP-VP

Date: 9-28-12

RFP Bid No. 2012-06 Janitorial Services for the Cleaning of City Buildings

September 25, 2012 @ 3:00 P.M.

ITEM	ServiceMasters Clean		Ketch-On Group		Spice & Span		Reliable Building Maintenance		Eimore Building		Lions Pride		MaidPro of KC	
	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR
1. The complete janitorial cleaning of city buildings as indicated in the RFP and the draft agreement for the following city buildings:														
250 S. Main Street/week	NR	\$69.40	NR	\$102.77	NR	\$103.92	NR	\$84.52	NR	\$100.00	NR	\$74.00	NR	\$139.00
594 Schuy Avenue/week		\$27.00		\$34.62		\$36.95		\$32.98		\$40.00		\$150.00		\$74.00
224 and 220 N. Main Street/week		\$31.70		\$40.41		\$40.76		\$44.75		\$50.00		\$375.00		\$87.00
Total Base Bid		\$122.10		\$177.80		\$181.63		\$162.25		\$190.00		\$1,285.00		\$300.00
TOTAL BASE BID:														
2 Additive Alternative No. A Clean all windows, inside and outside; and the chandler at City Hall/bi-monthly		\$63.00		\$30.00		\$25.00		\$25.00		\$50.00		\$110.00		\$175.00
TOTAL BASE BID W/ ADDITIVE ALTERNATIVE NO. A:														
		\$185.10		\$207.80		\$206.63		\$187.25		\$240.00		\$1,375.00		\$415.00
3 Additive Alternative No. B Clean all windows, inside and outside at Police Building/bi-monthly		\$22.00		\$30.00		\$25.00		\$15.00		\$25.00		\$25.00		\$35.00
TOTAL BASE BID W/ ADDITIVE ALTERNATIVES:														
		\$207.10		\$237.80		\$231.63		\$202.25		\$265.00		\$1,400.00		\$450.00

Proclamation

PROCLAMATION

WHEREAS, domestic violence is a widespread, serious crime that affects over four million Americans of all races, ages, gender, and income levels; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for Hope Haven of Cass County, the only Domestic Violence shelter and program in Cass County, which provides critical advocacy, services, and assistance to victims.

NOW THEREFORE, I Ernest Jungmeyer of the City of Peculiar, do hereby proclaim the month of October 2012 as

Domestic Violence Awareness Month

and urge our citizens to work together to eliminate domestic violence from our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City Peculiar, Missouri of affixed this October 15, 2012.

Ernest Jungmeyer
Mayor

*Mayor's
Appointment*

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

Chief of Police
Harry Gurin

Codes
Vacant

Municipal Offices - 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.2228 Facsimile: 816.779.1004

Business Office
Trudy Prickett

To: Board of Alderman
From: Carl Brooks
Date: September 26, 2012
Re: Resolution #2012-52 Appointment of Kasey King to the Park Board

GENERAL INFORMATION

Applicant: Citizen: Kasey King
Status of Applicant: Park Board Member
Requested Actions: Appointment by Mayor of Kasey King to the Park Board.
Date of Application: September 24, 2012
Purpose: Appointment by Mayor of Kasey King to Park Board
Property Location (if applicable): 21607 S. Soryl Avenue, Peculiar, MO 64078

PROPOSAL

As per Peculiar Municipal Code, Section 125.020 & 125.040

PREVIOUS ACTIONS

None

KEY ISSUES

Appointment by Mayor

STAFF COMMENTS AND SUGGESTIONS

Appointment by Mayor

STAFF RECOMMENDATION

Approval of Appointment by Mayor

ATTACHMENTS

Resolution 2012-xx; Peculiar Municipal Code Section Chapter 125.010 – Section 125.050: Park Board

STAFF CONTACT: Carl Brooks
779-2228

RESOLUTION 2012-52

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF KASEY KING TO THE PARK BOARD FOR THE REMAINDER OF JASON ASHLEY'S TERM

WHEREAS, the Board of Aldermen have determined the need to appoint a member to the Park Board; and

WHEREAS, Kasey King meets the qualifications for appointment to this board; and

WHEREAS, said appointment carries a completed term of three years ending September 1, 2014; and

WHEREAS, Mayor Ernest Jungmeyer recommends the appointment of Kasey King as member to the Park Board upon approval of the Board of Aldermen

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

Section 1. The Board of Aldermen approves the appointment of Kasey King to the Park Board.

Section 2. *Effective Date.* This resolution shall become effective upon approval and passage by the Board of Aldermen.

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS 15th DAY OF October, 2012

Alderman Dunsworth _____
Alderman Fines _____
Alderman Gallagher _____

Alderman Ray _____
Alderman Stark _____
Alderman Turner _____

Approved:

Attest:

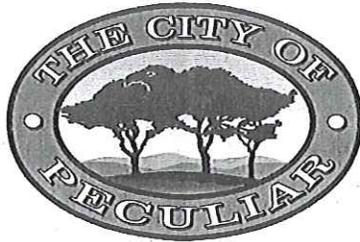
Ernest Jungmeyer, Mayor

Josette Poirier, City Clerk

City Administrator
Brad Ratliff

City Clerk
Teresa Emanuel

City Attorney
Reid F. Holbrook



RECEIVED
SEP 24 2012
BY: *[Signature]*

City Engineer
Robert O'Brien

Chief of Police
Dean Kelly

Business Office
Trudy Prickett

Municipal Offices - 600 Schug Avenue, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.5213

BOARDS/COMMISSIONS APPLICATION/QUESTIONNAIRE

Thank you for your interest in serving on one of the City's boards/commissions. Volunteers like you are essential to ensuring that your City government is responsive to the needs of the community. Please help us place you on the most appropriate commission by completing this questionnaire. Feel free to attach a resume.

Name: KAREY KING

Address: 21607 S. SORYL AVE. PECULIAR, MO 64078

Daytime Telephone Number: 816-738-0431 Evening Telephone Number: SAME

Email Address: kingguttering@yahoo.com

I would like to serve on the PARK BOARD
Board/commission. (Feel free to list more than one).

Education (Please mark highest level completed)

High School Undergraduate College Degree in _____ Other _____

Current Employment

Position: SELF EMPLOYED Business: KING GUTTERING

Address: 21607 S. SORYL AVE PECULIAR, MO 64078 Phone: 816-738-0431

Other Civic and Volunteer Experience:
NONE

Why do you want to serve on this board/commission?

I WANT TO HELP IMPROVE MY COMMUNITY

What knowledge or skills do you possess that you feel will assist you in serving on this board/commission?

BUSINESS & CONSTRUCTION

Please explain any business or property interests which might place you in a conflict of interest situation should you be appointed to this board/commission? Are you related to any current member of the City Council?

NO RELATIONS

MAIL TO: CITY CLERK, 600 SCHUG AVENUE, PECULIAR, MISSOURI 64078

New Business

City Administrator
Brad Ratliff

Police Chief
Harry Gurin

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

City Clerk
Josette Poirier

Business Office
Trudy Prickett

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

To: Mayor & Board of Aldermen
From: Nick Jacobs (njacobs@cityofpeculiar.com)
Date: October 10, 2012
Re: Ordinance number 2012-44

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Amend Section's 140.110 & 710.070 for address correction.
Purpose: Ensure our Municipal Code refers to City Hall with the correct address.

PROPOSAL

Amend the two above referenced section of code to reflect City Hall's new Address.

PREVIOUS ACTIONS

There have been no previous actions.

KEY ISSUES

Change the code to reflect new address.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

The Current Ordinance is attached for your review.

BILL NO. 2012-44
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI FURTHER DEFINING THE TERM "SERVICES RENDERED" TO INCLUDE WEEKLY SOLID WASTE PICK-UP.

WHEREAS, the City is authorized, under Rev. Stat. Mo. § 71.680 and Peculiar Municipal Code §§ 255.030 – 255.060 to contract for the collection of solid waste (including but not limited to: trash, refuse, cinders, garbage, and/or municipal waste); and to undertake such further acts necessary to ensure the public health related to such collection;

WHEREAS, the City is further authorized, pursuant to Rev. Stat. Mo. §§ 79.130 and 79.450, to enact ordinances, rules, and regulations "expedient for maintaining the peace, good government and welfare of the city and its trade and commerce;" and

WHEREAS, this proposed ordinance will maintain the good government and commercial welfare of the City of Peculiar; and shall ensure the continuing viability of the City's solid waste collection and/or disposal practices.

NOW THEREFORE, be it ordained by the Board of Aldermen of the City of Peculiar, Missouri as follows:

SECTION I: Pursuant to the authority granted by and subject to the provisions of Rev. Stat. Mo. §§ 71.680, 79.130, and 79.450, that Section 710.040 of the Peculiar Municipal Code be removed and transferred to create a new section 700.070, which shall read as follows:

A. A service user and/or property owner shall be jointly and severally liable to pay for the services rendered on their premises. As used in this Chapter, "*services rendered*" is defined as the utility service provided by the City of Peculiar in the form of metering and billing for water services and/or sewer services; as well as the utility service provided by the current contracted refuse disposal company in the form of weekly solid waste pick-up. The City shall have the power to sue the service user and/or property owner in a civil action to receive any delinquent sums due for such services rendered, as well as administrative fees, late fees, and reasonable attorney fees; and/or to place a lien on the property. The service user and/or property owner shall not be liable for more than ninety (90) days of service.

B. If a service user subject to a lease agreement vacates the premises, utility service for the new occupant (new service user) will not be started until all amounts due and owing on the property have been paid in full. In no case will the new service user be liable for more than ninety (90) days of service.

SECTION II: The effective date of this ordinance shall be _____, 2012.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ___ DAY OF _____, 2012, BY THE FOLLOWING VOTE:

Alderman Dunsworth _____

Alderman Fines _____

Alderman Gallagher _____

Alderman Ray _____

Alderman Stark _____

Alderman Turner _____

Approved:

Attest:

Ernest Jungmeyer, Mayor

Josette Poirier, City Clerk

City Administrator
Brad Ratliff



City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner

City Attorney
Reid F. Holbrook

City Clerk
Josette Poirier

Municipal Offices – 600 Schug Avenue, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.5213

To: Board of Aldermen
From: Harry Gurin, Chief of Police
Date: October 9, 2012
Re: Amending Section 600.097, A, 5, of the Municipal Code for permit for retail sale of alcohol

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Adopt Bill NO. 2012-43
Purpose: Amending Section 600.097, A, 5, of the Municipal Code for permit for retail sale of alcohol – increase the cost for a liquor permit

PROPOSAL

The police department is required to do a background check on all individuals applying for a permit to sell alcoholic beverages within the city limits of Peculiar. The present cost of the records check, per ordinance is \$10.00. The company utilized by the police department, for the background checks, has increased the cost for this service. The additional cost for this service is approximately \$5.00 per inquiry. Staff requests approval to increase the cost for the permit from \$10.00 to \$15.00 to defray the cost of the background investigation.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

Ordinance #

**BILL NO. 2012-43
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE SECTION 600.097(A) AND INCREASING THE FEE FOR A LIQUOR LICENSE TO \$15.00.

WHEREAS, the City is authorized, under Rev. Stat. Mo. §§ 79.130 and 79.450 to enact ordinances, rules, and regulations not otherwise inconsistent with Missouri laws and "expedient for maintaining the peace, good government and welfare of the city and its trade and commerce;" and

WHEREAS, this proposed ordinance will maintain the good government of the City of Peculiar by permitting the collection of reasonable fees to cover the administrative and investigative costs associated with liquor license applications.

NOW THEREFORE, be it ordained by the Board of Aldermen of the City of Peculiar, Missouri as follows:

SECTION I: Pursuant to the authority granted by and subject to the provisions of Rev. Stat. Mo. §§ 79.130, and 79.450, that Peculiar Municipal Code § 600.097(A) be amended to read as follows:

A. Each application for an employee permit shall be filed with the Supervisor on a form supplied by the Supervisor and shall be signed by the applicant. The application shall include:

1. The applicant's complete name, home address, home telephone number and date of birth.
2. The applicant's height, weight, color of eyes, color of hair and sex.
3. A statement by the applicant that he/she has not been convicted of any felony.
4. A photograph of the applicant taken by the Supervisor.
5. A \$15.00 non-refundable application fee to be paid to the City Treasurer to defray the cost of investigation and the application process.

SECTION II: The effective date of this ordinance shall be _____, 2012.

First Reading: _____ **Second Reading:** _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ___ DAY OF _____, 2012, BY THE FOLLOWING VOTE:

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

Approved:

Ernest Jungmeyer, Mayor

Attest:

Josette Poirier, City Clerk