

BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Monday July 15, 2013 6:30 p.m.

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Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Monday, July 15, 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 816-779-2221. 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 Agenda
 - B. Approval of the Draft Minutes of June 17, 2013 BOA Meeting.
 - C. Approval of the Draft Minutes of July 1, 2013 Work Session Meeting.
6. Employee of the Quarter – Nathan Musteen
7. New Business
 - A. **Bill No. 2013-13 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 710.070 TO INCLUDE SUBSECTIONS D, E, AND F, OUTLINING THE RESPONSIBILITY OF THE CITY/PROPERTY OWNER IN REFERENCE TO THE WATER DISTRIBUTION SYSTEM.**
**1st Reading*
 - B. **Resolution No. 2013- 33 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARTLETT & WEST ENGINEERS FOR PROFESSIONAL SERVICES FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SERVICES FOR THE CITY OF PECULIAR, MO**
 - C. **Resolution No. 2013- 34 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND3 STUDIOS FOR THE DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION PHASE SERVICES FOR PARK IMPROVEMENTS AND RENOVATION OF CURRENT FACILITIES NECESSARY AT RAISBECK PARK.**
8. City Administrator Report
9. Aldermen Directives
10. **Executive Session**
The City of Peculiar Board of Aldermen may enter into an Executive Session during this meeting to discuss potential real estate matters as authorized by §610.021(2) RSMo
The City Attorney has requested a 15-minute Executive Session to discuss Real Estate Matters, per RSMo. §610.021(2)
11. Adjournment

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 June 17, 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, Donald Turner, Holly Stark, Bob Fines and Homer Dunsworth.

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 Nick Jacobs, Cliff McDonald City Planner, Business Office Manager Trudy Prickett and Parks and Recreation Director Nathan Musteen.

Consent Agenda

- A. Approval of the Agenda
- B. Approval of the Draft Minutes of May 20, 2013 BOA Meeting
- C. Approval of the Draft Minutes of June 3, 2013 Work Session Meeting

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

Mayor's Appointments

- A. Resolution 2013-29 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF HOMER DUNSWORTH AS THE BOARD LIAISON TO THE PARK BOARD FOR A ONE YEAR TERM**

Alderman Stark moved to accept Resolution 2013-29. The motion was seconded by Alderman Gallagher and approved with the following 5-0 roll call vote.

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

- B. Resolution 2013-30 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF DONALD TURNER AS A BOARD LIAISON TO THE PLANNING COMMISSION FOR A ONE YEAR TERM**

Alderman Stark moved to accept Resolution 2013-30. The motion was seconded by Alderman Dunsworth and approved with the following 5-0 roll call vote.

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

- C. Resolution 2013-31 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF BOB FINES AS POLICE COMMISSIONER OF THE CITY OF PECULIAR**

Alderman Stark moved to accept Resolution 2013-31. The motion was seconded by Alderman Dunsworth and approved with the following 5-0 roll call vote.

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

Board President Nominations

- A. Resolution 2013-28 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE ELECTION OF _____ AS PRESIDENT OF THE BOARD**

The Mayor opened the floor for nominations. Alderman Dunsworth nominated Holly Stark and Alderman Turner nominated Veronika Ray.

Alderman Turner moved to close nominations. The motion was seconded by Alderman Dunsworth and approved with a unanimous voice vote.

The Mayor asked that each Alderman write on a piece of paper their recommendation and the Mayor would read them aloud.

The Mayor read that Holly Stark had four votes in favor and Veronika Ray had two votes in favor.

Alderman Ray moved to accept Resolution 2013-28 with Holly Stark filled in as the nominee. The motion was seconded by Alderman Gallagher and approved with the following 4-1 roll call vote. 27

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

Unfinished Business

- A. Bill No. 2013-09 - AN ORDINANCE AUTHORIZING THE CITY OF PECULIAR, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFINANCING AN OUTSTANDING LEASE OBLIGATION OF THE CITY, AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

**2nd Reading*

Joey McLiney gave the report on how the refinancing went. He stated that it went better than he thought it would.

Alderman Stark moved to have the 2nd reading of Bill No. 2013-09 by title only. The motion was seconded by Alderman Dunsworth and was approved with a unanimous all in favor voice vote. Alderman Stark moved to accept this 2nd reading and place on final passage as Ordinance No. 06172013, seconded by Alderman Dunsworth and was approved 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

New Business

- A. Bill No. 2013-10 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF NOBEL REFRIGERATION INC.'S APPROXIMATELY 10± ACRES DESCRIBED AS LOT 4 AND A PORTION OF LOT 3 IN FLYNN'S SUBDIVISION, COMMONLY KNOWN AS 21712 N. MAIN STREET**

**1st Reading*

City Planner Cliff McDonald addressed the Board pertaining to the Rezoning Ordinance. He gave some background of the steps taken to get to this point. Staff recommends approval.

Alderman Stark moved to have the 1st reading of Bill No. 2013-10 by title only. The motion was seconded by Alderman Dunsworth and was approved with a unanimous all in favor voice vote. Alderman Stark moved to accept this 1st reading, seconded by Alderman Dunsworth and was accepted by a unanimous all in favor voice vote

- B. Bill No. 2013-11 - AN ORDINANCE AMENDING TWENTY (20) SECTIONS OF CHAPTER 400 AND ONE (1) SECTION OF CHAPTER 500 OF THE PECULIAR MUNICIPAL CODE TO MAKE MINOR CORRECTIONS AND MAINTAIN CONSISTENCY WITHIN THE CITY'S MUNICIPAL CODE.**

**1st Reading*

City Planner Cliff McDonald addressed the Board pertaining to changes to chapter 400 and 500. He gave some background of the steps taken to get to this point. He stated that these changes were minimal and were mostly language and housekeeping in nature.

Alderman Stark moved to have the 1st reading of Bill No. 2013-11 by title only. The motion was seconded by Alderman Dunsworth and was approved with a unanimous all in favor voice vote. Alderman Stark moved to accept this 1st reading, seconded by Alderman Dunsworth and was accepted by a unanimous all in favor voice vote

- C. Bill No. 2013-12 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING CHAPTER 126 OF PECULIAR MUNICIPAL CODE TITLED TREE MAINTENANCE CODE.**

**1st Reading*

Parks and Recreation Director Nathan Musteen addressed the Board pertaining to the establishment of the Tree Maintenance Code. He stated that this is to set the standard for care of trees lying within City Parks and ROW's. This would also satisfy two of the requirements of becoming Tree City USA.

There were various questions pertaining to other functions of the establishment of the Tree Board.

Alderman Stark moved to have the 1st reading of Bill No. 2013-12 by title only. The motion was seconded by Alderman Gallagher and was approved with a unanimous all in favor voice vote. Alderman Stark moved to accept this 1st reading, seconded by Alderman Turner and was accepted by a unanimous all in favor voice vote

D. Resolution 2013-27 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AN APPLICATION FOR A SPECIAL PERMIT TO CONDUCT BLASTING INSIDE THE CITY LIMITS OF PECULIAR AS PART OF THE CONSTRUCTION OF A GRAVITY SANITARY SEWER EXTENSION.

City Engineer Carl Brooks addressed the Board pertaining to the issuance of a Special Permit for the authorization of blasting. By approval this would allow the contractor to move forward with the installation of the Sanitary Sewer Project.

Alderman Fines asked if there would be photographs of the foundations. The contractor asked that yes they would take pictures of both inside and outside.

Alderman Stark asked that the application be amended to include the higher insurance limits. The contractor agreed to the new limits.

Alderman Stark made a motion to accept Resolution 2013-27 with the amendment of the special permit to reflect the same limits as presented on the Certificate of Insurance. The motion was seconded by Alderman Gallagher was accepted by a 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 Report

Ipads have been order and will be awaiting implementation by next meeting. The Rothlisberger case has been dismissed. "Junk in your Trunk", the police department is encouraging all vehicles be locked and all items be out of site. Asphalt & Overlay project should be at the July 1st meeting after more numbers come in. MoDOT held a meeting on June 13th at City Hall pertaining to 211th street interchange. Cass County has begun moving forward with the School Road project starting at Hubach Hill Road. The Peculiar Monument sign will be brought back on July 1st for the Boards final approval. Nathan and Nick have been moving forward with ensuring that all of the ROWs the City owns are in fact owned by the City. Cliff is waiting for the finalization of the most recent annexation to update the Official Zoning Map, and a future Annexation Plan.

Alderman Directives

Alderman Dunsworth asked about how to change the speed limit of a City street. Brad Ratliff stated that it would need to go through the Chief of Police.

Adjournment

On a motion from Alderman Stark, second from Alderman Dunsworth, the meeting was adjourned at 7:28pm

Regular session minutes were taken and transcribed by Nick Jacobs, City Clerk.

Nick Jacobs, City Clerk

Approved by the Board of Aldermen: _____

**Board of Aldermen Regular Meeting Minutes
Monday July 1, 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 in City Hall at 6:30 p.m. on Monday July 1, 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, Donald Turner, Bob Fines and Homer Dunsworth. Holly Stark was present via conference call but was unable to cast a vote.

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 Nick Jacobs, Cliff McDonald City Planner, Business Office Manager Trudy Prickett and Parks and Recreation Director Nathan Musteen.

Public Hearing on Special Use Permit SUP-2013-01, to permit the overnight boarding of dogs at 117 N. Main Street.

Alderman Turner motioned to leave regular session and go into Public Hearing. Second by Alderman Fines and was approved by the following 5-0 Roll call vote.

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

City Planner Cliff McDonald addressed the board as to the background of the steps taken to get to this Public Hearing. He stated that this Special Use Permit was passed by the Planning Commission with a vote of 4-1. He gave an overview of what the Board of Aldermen needed to consider prior to voting on this Special Use Permit. Cliff stated that the Planning Commission approved the Special Use Permit with for conditions. 1.) The Special Use Permit shall not be transferable. 2.) The Special Use Permit shall expire five years after the effective date of the Resolution. 3.) The overnight boarding of dogs in District AC shall conform to the noise restrictions of District AC. 4.) The Board of Aldermen shall consider revoking the Special Use Permit if there are three documented noise complaints from a neighbor in accordance with Section 205.005 in any six month period.

Alderman Stark who was present via conference call asked about the included diagrams in the Board of Aldermen packets. Cliff answered that the only thing being considered tonight is the allowance of overnight boarding of dogs at the facility.

Greg Hobson addressed the Board as the applicant for the Special Use Permit. He gave a general background of his business experience and of his expertise. He stated that he would not be asking to add on to the building as originally planned at this time. He stated that his business may not bring much foot traffic but would bring vehicle traffic as his business would be a destination for his current clients. He listed some of the features that would help the facility not violate any noise restrictions. He addressed some of the issues of a letter that was sent out to businesses in the proposed area.

Greg Chaney addressed the Board as the other applicant for the Special Use Permit. He stated that they would take all precautions with insulation and construction materials to insure that the 55 decibel noise restriction would not be broken. He addressed the issue of dogs potentially getting out of the property. He stated that he would hope that they would be welcomed into participating with the Downtown Peculiar Arts and Culture District and with the City of Peculiar.

The Mayor asked for any questions from the Board prior to hearing those in opposition.

Alderman Gallagher asked about how many people would employ. Mr. Hobson stated that it would him and his partner for the most part until they reached 25% occupancy in which they would hire more staff.

Alderman Stark asked about the projected percentage of dogs with behavioral problems. Mr. Hobson stated that about 10-15%. Alderman Stark asked if the Special Use Permit stayed with the property or with the applicant. Staff answered that it stayed with the applicant and is non-transferable.

The Mayor asked for those in opposition to address the Board.

Brenda Conway addressed the Board on behalf of the Downtown Peculiar Arts and Culture District (DPACD). She gave a brief overview of what her organization does. She stated that there was no problem with the business itself but rather it was not a good fit for the district. She stated that she felt that the Special Use Permit was deviating on two points 1.) Outside Boarding, and 2.) A dog daycare facility must be completely enclosed. She stated that there was a concern of the noise ordinance would be violated routinely. She listed several safety concerns as well as a concern with smell. Mrs. Conway asked on behalf on Downtown Peculiar Arts and Culture District for the Board of Aldermen not to approve this permit. She asked that if the Board did approve the permit that the Police Department be given the appropriate tools to monitor the noise violation.

Larry Dobson addressed the Board in opposition for the fact of the noise of boarding dogs.

Tim Conway addressed the Board in opposition stating that the Board will lose business if approved because of the noise.

Marlene Freeze addressed the Board in favor. She gave a background as to the relationship between her dog and Mr. Hobson. She feels that Mr. Hobson will bring in business as he stated in his discussion with the Board.

Ken Hart addressed the Board in favor telling that he felt that this business would not affect the City in a negative way. He voiced his concerns that he felt that everything was being taken to hurt this business rather than help it. He stated that he is for the business because he wants Peculiar to grow in positive ways.

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

Business

A. Resolution 2013-32 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING SPECIAL USE PERMIT # SUP-2013-01 FOR A DOG CARE FACILITY TO CONDUCT OVERNIGHT BOARDING AT 117 N. MAIN STREET.

Alderman Turner asked what the DPACD Vote was since it had to go to them first. Alderman Ray stated that it was unanimous. He asked how this could have been brought to the Board since DPACD declined it. City Attorney Reid Holbrook addressed that the Board of Aldermen are the final say.

Alderman Turner asked the applicant how long the dogs would be outside. Mr. Hobson answered that it depends entirely on the dog.

Alderman Gallagher asked if there would be a staff member on site overnight. Mr. Hobson stated that not at first but he lives a short distance away and could respond quickly.

Alderman Stark made a few comments to the Board regarding the petition. She felt that the Board should give the Police the means to enforce the noise ordinance.

Alderman Ray stated that the only thing the Board is making a decision on is the overnight boarding and that the business is going in regardless.

City Planner Cliff McDonald stated that it is the determination of the City Planner whether a non-permitted use may be permitted if it is similar in use to a permitted use. To appeal this determination would have to go to the Board of Adjustments.

Alderman Turner moved to accept Resolution 2013-32, seconded by Alderman Ray and the Resolution was not approved by the following 3-2 Roll call vote.

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

B. Bill No. 2013-10 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF NOBEL REFRIGERATION INC.'S APPROXIMATELY 10± ACRES DESCRIBED AS LOT 4 AND A PORTION OF LOT 3 IN FLYNN'S SUBDIVISION, COMMONLY KNOWN AS 21712 N. MAIN STREET

**2nd Reading*

City Planner Cliff McDonald gave an overview of the progress of this rezoning and that staff recommends approval.

Alderman Turner moved to have the 2nd reading of Bill No. 2013-10 by title only, seconded by Alderman Gallagher and was approved by a 5-0 voice vote. Alderman Turner moved to accept the 2nd reading of Bill No. 2013-10 and place it on final passage as Ordinance No. 07012013, seconded by Alderman Fines was accepted by the following 5-0 Roll call vote.

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

C. Bill No. 2013-11 - AN ORDINANCE AMENDING TWENTY (20) SECTIONS OF CHAPTER 400 AND ONE (1) SECTION OF CHAPTER 500 OF THE PECULIAR MUNICIPAL CODE TO MAKE MINOR CORRECTIONS AND MAINTAIN CONSISTENCY WITHIN THE CITY'S MUNICIPAL CODE.

**2nd Reading*

City Planner Cliff McDonald gave an overview of the details of the Ordinance and stated it passed unanimously on its first reading.

Alderman Turner moved to have the 2nd reading of Bill No. 2013-11 by title only, seconded by Alderman Gallagher and was approved by a 5-0 voice vote. Alderman Turner moved to accept the 2nd reading of Bill No. 2013-11 and place it on final passage as Ordinance No. 07012013A, seconded by Alderman Fines was accepted by the following 5-0 Roll call vote.

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

D. Bill No. 2013-12 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING CHAPTER 126 OF PECULIAR MUNICIPAL CODE TITLED TREE MAINTENANCE CODE.

**2nd Reading*

Parks and Recreation Director Nathan Musteen address the Board pertaining to the establishment of the new code. He stated that this is one of the requirements of becoming a Tree City USA City.

Alderman Turner moved to have the 2nd reading of Bill No. 2013-12 by title only, seconded by Alderman Dunsworth and was approved by a 5-0 voice vote. Alderman Turner moved to accept the 2nd reading of Bill No. 2013-12 and place it on final passage as Ordinance No. 07012013B, seconded by Alderman Dunsworth was accepted by the following 5-0 Roll call vote.

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

The Mayor called for a 8 minute recess and that the meeting would reconvene at 8:15p.m..

Topics for Discussion

GIS Draft Scope & Fee

City Engineer Carl Brooks addressed the Board regarding the scope and fee of the City's new to be implemented GIS system.

Jim Ross of Bartlett & West addressed the Board. He gave an overview of the GIS system and the benefits of it.

The Mayor asked staff if the fee was within budget and staff answered yes it was.

Park Master Plan

Parks & Recreation Director Nathan Musteen addressed the Board the new master plan for Raisebeck Park. He listed some of the details of the new plan including a walking trail, and soccer fields as well as parking lot expansion. He stated that this was merely an update to the Board and said the contract will be coming to the Board very soon.

The Mayor stated that the goal is to have soccer playing in 2014.

Monument Sign

City Engineer Carl Brooks addressed the Board pertaining to the Monument Sign. There was much discussion pertaining to the verbiage and the cost of adding additional lettering. The Board commented to have the sign read the same on all three sides.

City/property owners responsibility for water meters & service lines

City Clerk Nick Jacobs addressed the Board pertaining to responsibility of the City and the property owners. He gave an overview to the board of the details of the proposed Ordinance.

Alderman Fines asked about how meters got to be placed in the basement. Staff answered that they cannot find any reason or supporting evidence as to why the meters were allowed to be placed in the basement.

Much discussion ensued and it will be brought back before the Board at the next meeting.

\$0.01 Fuel Tax on November Ballot

The Mayor says he has had numerous citizens contact him in support of placing this back on the ballot for November.

The Mayor said that if no other City is placing anything on the Ballot not to place the Fuel Tax on.

Asphalt & Overlay Project

City Engineer Carl Brooks addressed the Board pertaining to the list of streets to have work done on them this year. He outlined several options for resurfacing as well as several different street options to be done. There was discussion about the streets conditions as well as the method of doing them.

Alderman Gallagher asked that North Main be taken off of the list to be resurfaced unless development picks up in that area. The Mayor asked that at least do some patch work on North Main.

Questions on I pads

City Clerk Nick Jacobs said for the sake of time constraints he would get with the Aldermen individually to show them how to operate their iPads.

Alderman Concerns or Additional Topics for Discussion by Aldermen

32

Alderman Fines asked about the speed limit on School Road. Chief of Police Harry Gurin responded that it is 25 while students are present.

Alderman Ray asked what the blue flags and paint were on Center Street. Staff responded that it is response to a Missouri One Call locate request and that the City is obligated to respond.

Alderman Directives

Special Use Permit for overnight boarding was not approved
Rezoning of Noble Refrigeration was approved
Changes to Chapter 400 and 500 were approved
Tree Code has been approved
Bring GIS contract for the July 15 meeting
Update on Raisebeck renovations
Monument Sign contract back to the Board July 15
Meter Ordinance for first reading July 15
Fuel tax on November ballot is a go
Bring contract for Superior Bowen to resurface streets
Find out what blue flags on Center Street are

On a motion from Alderman Turner, second from Alderman Dunsworth, the meeting was adjourned at 9:07pm with a 5-0 voice vote.

Regular session minutes were taken and transcribed by Nick Jacobs, City Clerk.

Nick Jacobs, City Clerk

Approved by the Board of Aldermen:
Adjournment

DRAFT

City Administrator
Brad Ratliff

Police Chief
Harry Gurin

City Attorney
Reid F. Holbrook



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City Engineer
Carl Brooks

City Clerk
Nick Jacobs

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: July 15, 2013
Re: Responsibility of the City/property owners in reference to the water distribution system.

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Review the proposed Ordinance pertaining to responsibility inside and outside of the ROW and easements.
Purpose: Outline which portion of a water service line the City is responsible for and which portion the property owner is responsible for.

PROPOSAL

This Ordinance would allow the City to shed any responsibility and liability for water service lines which lie outside of the City's ROW and Easements. The primary reason for this Ordinance is Windmill Country Estates. Currently every water meter in Windmill lies in the basement of each house. This is troubling as it is generally understood that the City be responsible for the maintenance and upkeep of the service line to the meter. To this day staff cannot find any documentation that allowed the developer to place the meters in this location as generally they are placed just inside the City's ROW or Easement. The City does currently have an easement which lies on the front of each property.

The other portion of this Ordinance which would benefit the City is it would allow access to the property for Public Works to perform work on or read any water meter which is outside of the City's ROW.

PREVIOUS ACTIONS

No previous action has been taken.

KEY ISSUES

By amending our current code it would allow the City to shed the responsibility of water service lines which lie outside of City ROW and Easements.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

ATTACHMENTS

The proposed ordinance is attached for your review.

BILL NO. 2013-13
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 710.070 TO INCLUDE SUBSECTIONS D, E, AND F, OUTLINING THE RESPONSIBILITY OF THE CITY/PROPERTY OWNER IN REFERENCE TO THE WATER DISTRIBUTION SYSTEM.

WHEREAS, the City is authorized, under Rev. Stat. Mo. §§ 71.520, 71.530, 91.010, 91.090, and 250.020 to erect, maintain, and a operate waterworks system;

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 waterworks system.

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 the Revised Statues of Missouri, that Section 710.070 of the Peculiar Municipal Code be amended with addition of subsections D, E, and F, which shall read as follows:

D. The City of Peculiar shall be responsible for the maintenance and repair of City owned utilities in the form of water mains, water main valves, water service lines, and City owned water meters through the output side of said water meter/s which are located within the City's Right of Way, and/or easements which are granted to the City. The property owner shall be responsible for the maintenance and repair of any and all water service lines from the output side of the City owned water meter/s which are located within the City's Right of Way, and/or easements which are granted to the City to and including any of the plumbing within the structure being served.

E. The City shall not be liable for any damages or repairs to any water service line outside of the City's Right of Way, and/or easements which are granted to the City, nor shall the City be liable for any damages caused by a faulty/damaged Water Meter outside of the City's Right of Way and/or easements which are granted to the City.

F. Public Works Field Crew Staff shall at all reasonable hours have free access to all parts of any building, dwelling house or premises of any kind to which service is furnished for the purpose of installing, examining, repairing or removing any meters or other material or appliances belonging to the City; to read meters; turn

on or disconnect service; or for any other purpose that may be deemed essential for the preservation of such property, prevention of waste or collection of revenue.

SECTION II: DEFINITIONS:

“output side” as used in this ordinance shall mean the end of the physical water meter to which water is discharged into the service line of the property.

“reasonable hours” as used in this ordinance shall mean between the normal operating hours of the City of Peculiar which are 8:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION III: The effective date of this ordinance shall be _____.

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

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2013, BY THE FOLLOWING VOTE:

Alderman Gallagher _____
Alderman Dunsworth _____
Alderman Fines _____

Alderman Ray _____
Alderman Stark _____
Alderman Turner _____

Approved:

Attest:

Ernest Jungmeyer, Mayor

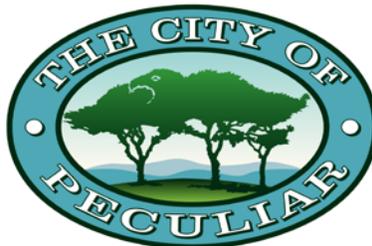
Nick Jacobs, City Clerk

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Attorney
Reid F. Holbrook

Business Office Manager
Trudy Prickett



City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

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

To: Board of Aldermen
From: Carl Brooks
Date: 07//15/13
Re: Resolution 2013-33, Engineering Agreement GIS Services

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of the proposed engineering contract, scope and fee with Bartlett & West Engineers for City's initial GIS Services
Date of Application: 07/11/13
Purpose: The implementation of the proposed engineering contract, scope and fee with Bartlett & West Engineers for City's initial GIS Services.

PROPOSAL

Attached are the proposed engineering contract, scope and fee for the City's "Professional GIS Services". The proposed initial fee is to be a lump sum amount of \$35,000 for Phase I.

PREVIOUS ACTIONS

The Mayor and the Board of Aldermen approved in the current fiscal year, a \$40,000 budget for a GIS system, and approved the selection and recommendation to engage in discussions of an engineering contract with Bartlett & West Engineers for proposed GIS services consultant prior to authorizing the Mayor to sign an engineering contract.

KEY ISSUES

Provide the foundation of GIS in consideration of future use and expansion of the City's needs for data management, assess management and GIS.

With agreement between City staff and the engineer for the above professional services, City staff is requesting approval of the resolution and engineering contract by the Mayor and the Board of Aldermen.

STAFF COMMENTS AND SUGGESTIONS

City staff suggests approval of the proposed resolution and engineering contract with Bartlett & West Engineers.

STAFF RECOMMENDATION

City staff recommends approval of the Mayor and the Board of Aldermen to enter into the proposed engineering contract with Bartlett & West Engineers with the proposed scope and fee.

ATTACHMENTS

Resolution 2013-33
Engineering Contract
Scope and fee of the project

RESOLUTION 2013-33

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARTLETT & WEST ENGINEERS FOR PROFESSIONAL SERVICES FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SERVICES FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar issued a Request for Qualifications (RFQ) for *“Scope of Work for Professional GIS Services to include, but not limited to, CCTV Data Management, Computerized Maintenance Management System, Capacity Management Operation and Maintenance, Data Maintenance and Access, and Quality Assurance and Quality Control,* and

WHEREAS, four (4) firms submitted qualifications for *“Scope of Work for Professional GIS Services,* and

WHEREAS, City Staff recommended Bartlett & West as the most qualified firm, and

WHEREAS, City Staff believes that they will deliver the proposed GIS Services project “on time” and “within budget”, and

WHEREAS, the City of Peculiar has requested Bartlett & West Engineers to provide a scope and fee for professional services for GIS services for the City of Peculiar.

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 Bartlett & West Engineers for the purposed GIS services for the City of Peculiar

Section 2. The fee for the professional services shall not exceed \$35,000.00.

Section 3. *Effective Date.* The effective date of this Resolution shall be the 15th day of July, 2013

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

Alderman Dunsworth
Alderman Gallagher
Alderman Fines

Alderman Ray
Alderman Stark
Alderman Turner

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk

**GENERAL SERVICES AGREEMENT FOR
PROFESSIONAL GIS AND CONSULTANT RELATED SERVICES
SERVICE AGREEMENT NO. 13-20-05**

THIS AGREEMENT, made and entered into this ____ day of _____ 2013, by and between the **City of Peculiar, Missouri**, (hereinafter the **CITY**), and **Bartlett & West, Inc.**, (hereinafter **CONSULTANT**) for professional services.

WITNESSETH: That the **CITY** intends to secure professional services in conjunction with the development of a GIS system and related infrastructure management capabilities.

WHEREAS, CONSULTANT has submitted a proposal for professional services and a rate schedule; and

WHEREAS, the **CITY** desires to enter into an agreement with the **CONSULTANT** to perform various professional services including but not limited to GIS, programming, asset management, infrastructure evaluation and management and support for water, storm, sanitary sewer, street, traffic, residential and public building infrastructure improvements; and

WHEREAS, the City Consultant or City Administrator is authorized and empowered by the **CITY** to execute task orders providing for professional services for the City, and

WHEREAS, the **CONSULTANT** represents that the firm and its designated subconsultants are equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto supplement the original Agreement as follows:

CITY contracts with **CONSULTANT** to perform professional services for various tasks related to Public Work infrastructure improvements and management upon request by the **CITY**.

ARTICLE I – ANNUAL RATE REVIEW

The **CONSULTANT** will perform the Professional Services pursuant to this Agreement for an indefinite period. The **CITY** shall review and approve the **CONSULTANT**'s rate schedule at each yearly adjustment if rates change.

ARTICLE II – SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

CONSULTANT shall serve as **CITY**'S professional consultant in those assignments to which this agreement applies, and shall give consultation and advice to **CITY** during the performance of their

consulting services. All services shall be performed under the direction of a professional Consultant registered in the State of Missouri and qualified in the particular field.

Upon execution of this Agreement by the **CITY**, the **CONSULTANT** agrees to furnish professional services for infrastructure system improvements as requested by the **CITY**. A detailed Scope of Services for each project to be performed under this Agreement shall be specified by a task order and approved by the City Consultant or the City Administrator.

The **CONSULTANT** agrees to furnish all professional services for each project in a timely manner upon execution of a task order and receiving a Notice to Proceed. If the **CONSULTANT** is unable to provide the specified services within the **CITY's** project time requirements, the **CITY** reserves the option of advertising the project under a separate Request for Proposal (RFP) and employing another firm to provide these services.

BASIC SERVICES TO BE PROVIDED BY CONSULTANT

SECTION 1 – General

- 1.1** Perform professional design services as hereinafter stated in conjunction with specifically authorized Projects. Professional design services shall include, but may not be limited to, normal GIS database structure implementation, management of assets, software assistance, technical assistance, infrastructure design and implementation and related incidental items thereto.
- 1.2** Advise **CITY** as to the necessity of obtaining services or licensing related to data management. **CONSULTANT** shall make recommendations as to the possible sources of such services, and act as **CITY's** representative in connection with any such services.

SECTION 2 – Concept Development and Schematic Planning Phase

- 2.1** Consult with **CITY** to determine **CITY's** requirements for the Project.
- 2.2** Provide special analysis of **CITY's** needs, planning studies and surveys, existing attribute data and solutions.
- 2.3** Based on the **CITY's** concurrence with the **CONSULTANT's** findings and Concept recommendations, prepare schematic planning documents indicating clearly the consideration involved and the alternative solutions available to **CITY**; the schematics shall include layouts, sketches, and related criteria for implementation of desired program, and set forth **CONSULTANT's** recommendations and establish the scope of the Project.
- 2.3** Update project costs for the Project.

SECTION 3 - Design & Implementation Phase

- 3.1 Attend predesign meeting with the **CITY** to define project goals, identify risks, and establish the schedule and phasing.
- 3.2 Prepare a preliminary design memorandum for **CITY's** review. After **CITY's** acceptance, prepare final design memorandum and submit a copy to the **CITY**.
- 3.3 Meet with **CITY** staff to review data, resolve data conflicts, etc.. The number and type of meetings shall be determined in the task order.
- 3.4 Attend project status meetings. Frequency of project status meetings shall be determined in the Task order.
- 3.5 Provide periodic work progress reports to **CITY** as described in the Task order.

SECTION 4- Additional Services

- 4.1 If authorized by the **CITY** in the task and agreed to by the **CONSULTANT**, the **CONSULTANT** shall furnish or obtain from others Additional Services of the following types:
 - A. Master Planning -Development of and/or modifications to existing plans.
 - B. Financial Consulting -Consult with **CITY's** fiscal agents and bond attorneys providing Consulting data required for bond prospectus, evaluating financing alternatives, or other municipal financial needs.
 - C. Miscellaneous Services -Provide the necessary services, as defined in the Task order, to perform analyses, feasibility studies, design, programming or other detailed studies as required.

ARTICLE III -RECORDS AND SERVICES TO BE PROVIDED BY THE CITY

- 1) The **CITY** will make available all existing records, maps, plans, and other data for the **CONSULTANT's** use preparing work under this agreement.
- 2) Provide standard **CITY** forms as required.
- 3) Designate a **CITY** representative who will serve as the **CITY's** point of contact and is authorized to act on behalf of the **CITY**.
- 4) Coordinate project-related activities with other **CITY** departments.
- 5) The **CITY** will review the **CONSULTANT's** plans and specifications and make comments in a timely manner.

ARTICLE IV -INSURANCE REQUIREMENTS

CONSULTANT shall maintain at the CONSULTANT's expense the following insurance coverage during the Agreement period.

- 1) CONSULTANT shall provide the CITY with certificates of insurance from an insurance company licensed to do business in Missouri.
- 2) PROFESSIONAL LIABILITY -Professional Liability, or Errors and Omissions Insurance protection in the minimum amount of \$1,000,000.00 per claim and annual aggregate.
- 3) COMMERCIAL GENERAL LIABILITY -LIMITS: Each Occurrence \$ 1,000,000.00 Personal and Advertising Injury \$ 1,000,000.00 Products-Completed/Operations Aggregate \$ 1,000,000.00 General Aggregate \$ 2,000,000.00
- 4) CONSULTANT shall supply the CITY with current WORKERS COMPENSATION insurance certificates against all claims under applicable State Workers' Compensation laws. The CONSULTANT shall provide evidence to the CITY that the subconsultants shall maintain comprehensive general liability, automotive liability, workers' compensation, and professional liability insurance, for not less than the period of services under the subcontract agreements, and in not less than the amounts outlined for the CONSULTANT. The comprehensive general liability policy of the subconsultant shall name the CITY as an additional insured.
- 5) INSURANCE CANCELLATION CLAUSE -The CONSULTANT shall notify the CITY Thirty (30) days prior to any changes in the insurance requirements listed in the above paragraphs or insurance carriers. The CONSULTANT shall require their insurance carrier to notify the CITY thirty (30) days prior to the cancellation date.

ARTICLE V -PAYMENTS TO THE CONSULTANT

SECTION 1 -Consulting fees for individual projects shall be negotiated separately and agreed to by task orders based on the current rate schedule that coincides with the year that the work is performed. The rate schedule for the first annual period of this Agreement is attached hereto as Appendix A and incorporated herein. The CITY shall reimburse the CONSULTANT, subject to and in conformation with all provisions of this executed Agreement. For all Consulting services provided by the CONSULTANT under each task order, payment for expenditures and expenses incurred by the CONSULTANT in connection with each task order, including the cost of sub-consultants and subcontractors, the CITY shall reimburse the CONSULTANT on a lump sum or time-and-reimbursable-expense basis for the Scope of Services described in each task order. The CONSULTANT may apply a markup to sub-consultant costs of 10 percent.

SECTION 2 -CITY will make monthly payments if requested by the **CONSULTANT** for portions of work that have been satisfactorily completed. The **CONSULTANT** shall submit invoices to the **CITY** covering services provided during the previous month that includes a Project Billing Summary Spreadsheet.

The **CITY** shall make payments to **CONSULTANT** within thirty (30) days from the **CITY** receiving and approving the invoice.

The **CITY** may require a lien waiver and release from each sub-consultant, subcontractor, or material

supply contractor performing work on individual projects prior to making any payment to the **CONSULTANT**. The lien waiver shall release any liens, claim or right to lien and any right to bring an action against the **CITY** pursuant to Missouri Revised Statutes sections 107.170,429.015 and the statutes relating to mechanic's liens associated *with* work on the project on account of labor, material, or services furnished for said project.

SECTION 3 -Changes in Scope, schedule, character or complexity.

In the event of changes in the Scope of Services, schedule, character or complexity of any work described in the Task order(s), the maximum compensation and/or time for completion stipulated herein shall be adjusted by an amendment to the task order and agreed to by the **CITY, CONSULTANT and** approved by the City Engineer or City Administrator.

ARTICLE VI -MISCELLANEOUS AGREEMENT ITEMS

SECTION 1-Design Standards

The **CONSULTANT** shall consider the latest editions, supplements and revisions of the following publications:

- ESRI ArcGIS,ArcSDE, Arc Desktop , Server and Online
- American Association of State Highway and Transportation Officials (AASHTO)
- American Public Works Association (APWA)
- American Society of *Civil* Consultants (ASCE)
- American Water Works Association (AWWA)
- Missouri Department of Natural Resources (MDNR)
- Nationals Science Foundation (NSF) e Occupational Safety and Health Administration (OSHA)
- Water Environment Federation (WEF)

SECTION 2 -Ownership of Consulting Documents

After receipt of payment, the **CONSULTANT** shall vest in the **CITY** title to all data compiled and other documents produced by the **CONSULTANT** for any project performed in pursuant to this Agreement and all Task orders contracted thereafter. The reuse of the documents shall be limited to the work performed on the project described in the task order. Reuse of the documents for another project shall not be permitted without permission of the **CONSULTANT** and without compensation to the **CONSULTANT** as negotiated between the parties. Any reuse without written verification or adaptation by the **CONSULTANT** for specific purpose intended will be at the **CITY's** risk and without liability or exposure to the **CONSULTANT**, and the **CITY** shall indemnify and hold harmless to the extent allowed by the Constitution and Laws of the State of Missouri, **CONSULTANT** from all claims, damages, losses, expenses, including attorney fees arising out of or resulting there from.

SECTION 3 -Compliance with Laws

The **CONSULTANT** shall comply with all Federal, State, and Local laws, ordinances, and regulations applicable to the project. **CONSULTANT** shall secure all licenses, permits, etc. from

public and private sources necessary for the fulfillment of CONSULTANT's obligations under this Agreement.

All field personnel working for CONSULTANT shall comply with OSHA safety rules.

SECTION 4 –Inspection of Documents

The **CONSULTANT** shall maintain all Agreements, plans, specifications, documents, and records for a minimum of one (1) year from the date of final payment for the inspection by the **CITY**.

SECTION 5 -Agreement Guidelines

This Agreement constitutes the entire agreement between the **CITY** and the **CONSULTANT** with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or affect. This Agreement or any Appendix annexed thereto may be amended, changed, or supplemented only by written agreement executed by both of the parties. In the event of major change in the scope, schedule, character or complexity of any work performed pursuant to task orders, the maximum compensation and/or time for completion stipulated herein shall be adjusted by an amendment mutually agreed to by **CONSULTANT** and the **CITY**.

SECTION 6 –Standard Provisions

The attached Standard Provisions for Professional Services shall apply to this Agreement.

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the **CITY** and the **CONSULTANT**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2013.

ATTEST:

CITY OF Peculiar

CITY Clerk

CONSULTANT

Jim Ross, P.E.
Project Manager

**TASK ORDER
NUMBER 1
FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is entered into as of the ____ day of _____, 2013 (the "Effective Date"), by and between Bartlett & West, Inc., a Kansas corporation, having an office at 228 NW Executive Way, Lee's Summit, Missouri 64063 (the "Consultant") and the City of Peculiar, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City and Consultant entered into an Agreement for Professional Services on _____, 2013 (the "Original Agreement"); and

WHEREAS, the City desires to supplement the Original Agreement and engage the Consultant to provide services to the City regarding professional related services as described in Article 1 and incorporated herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree to modify the Original Agreement as follows:

1. The following provisions shall be added to the Original Agreement.

**ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY CONSULTANT**

- A. Please see attached scope of services: Exhibit A
- B. Services generally include the following;
 - 1) Assessment, design and implementation of a municipal GIS system, Phase 1.
 - 2) Provide foundation of GIS in consideration of future use and expansion of the City's needs for data management and GIS.
 - 3) Phase 2 & Phase 3 Services to be further defined during Phase 1.

**ARTICLE II
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

- A. City to provide existing infrastructure information regarding utilities, maps, databases processes and assets. See Exhibit A
- B. City to provide authorization of Consultant to obtain data from County, State or other database information.
- C. City to provide opinions and discussion of issues concerns and processes that impact budget and schedule.

**ARTICLE III
PAYMENTS TO CONSULTANT**

As total compensation for all services performed under the terms of this Agreement, for all expenditures made and all expenses incurred by Consultant in connection with this Agreement, including the cost of subconsultants and subcontractors, City shall compensate Consultant as follows:

- A. City will pay Consultant as follows for Phase 1:
1. For Basic GIS Foundation & Set Up, Correlation of all County and City data, Utility map conversions and further details as depicted in Exhibit A, a lump sum amount of Thirty-Five-Thousand Dollars (\$35,000) for tasks associated with the scope of services and billed at the rates specified in Exhibit A, Bartlett & West, Inc. 2013 Schedule of Hourly Charges, attached hereto and incorporated herein.
- B. Phase 2 & 3 Services will be refined during Phase 1. When Phase 1 is complete, Phase 2 and Phase 3 costs can further identified.

ARTICLE IV COMPLETION TIME

The Phase 1 services as described shall be completed within 60 days of receipt of Notice to Proceed.

The Phase 2 services as described shall be completed within 120 days of Notice to Proceed, as some of the effort in Phase 1 must be complete before Phase 2 can occur.

Phase 3 Services shall be completed within 90 days of receiving all data necessary and completion of Phases 1 & 2.

ARTICLE V STANDARD PROVISIONS

No Changes

ARTICLE VI SPECIAL PROVISIONS

No Changes

All other terms of the Original Agreement and Supplemental Agreements shall remain in full force and effect.

THIS AMENDMENT TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day of _____, 2013.

ATTEST:

CITY OF PECULIAR (“CITY”):

City Clerk

By: _____

Name: _____

Title: _____

BARTLETT & WEST, INC. (“CONSULTANT”):

By: _____

Name: Jim Ross, P.E.,

Title: Project Manager

EXHIBIT A

1. Scope of Services.

The Consultant shall provide the Project Services described as follows:

BASIC SERVICES

Scope of Project:

CONSULTANT shall:

Phase 1:

- A. Obtain County and City data in electronic file format. File format shall include autocad or shapefiles with all appropriate attributes.
 1. This includes the following data items:
 - a. Zoning, flood plain data, subdivisions, parcels, easements, land use, tax districts, City wards, special assessment districts, water system infrastructure, sewer system infrastructure, street infrastructure, storm water infrastructure, inflow and infiltration (I&I) locations, sanitary sewer overflows (SSO) locations, water main break locations, survey control monuments
 - b. Prepare base map system that includes the above data by layers.
 - c. Provide georeferencing or links to the City's Comprehensive Plan, Scanned Plat maps, CIP project drawings. City to provide data organized by filename and location.
 - d. Create setbacks through geoprocesses and/or buffering if existing road centerline and/or Right-of-Way GIS data exists
 - e. Create snow/mowing routes from existing paper maps
- B. Other Utility information incorporation
 1. Request shapefiles, digital autocad drawings, and other useful data from other utilities operating within the city limits.
- C. Public Streets and Impervious Surface area management
 1. Public Streets
 - a. Street Conditions
 - (1) Discuss how condition assessments are determined
 - (2) Discuss strategy and the implementation plan for project prioritization
 - (3) Create a road data table in the database to meet the needs of the condition assessment to incorporate in prioritization calculation
 - (4) Street overlay
 - (a) Discuss and understand the sophistication desired for street AM&O
 - b. Impervious Surface area
 - (1) Load the parking lot and city buildings into an impervious surface data table
 - (2) Discuss a process to calculate impervious surface per property owner
 - (3) Discuss data accuracy implications on the results
- D. Meet with City to discuss findings & needs from Phase 1 regarding custom program details, including the costs of implementation of said services for Phase 2. This provides the format and implementation strategy for Phase 2.

- E. Discuss and assess the GIS software licensing needs of the City once the data has been compiled. Licensing costs not included in consultant's fees. Licensing costs to be evaluated and provided once Phase 1 is completed.
- F. Meet with City staff to understand the structure and exports available from the Assist program. Develop a workflow process for use of existing data related to Assist. Final functionality to be created and implemented in Phase 2.
- G. All data in Phase 1 to be stored locally on City infrastructure.

Phase 2:

- A. Computerized Maintenance Management System (CMMS) Development
 - 1. Create a web-based CMMS system that will allow for work order generation and management of the city's infrastructure assets
 - 2. CMMS Site to be hosted on the Consultant's IT infrastructure
 - 3. Meet with City staff to identify staff, equipment, access levels, etc. that will populate the data within the CMMS.
 - 4. Pre-populate data from City information.
 - 5. Incorporate spreadsheet and/or database of staff, equipment, etc. information for use in the web-based work order assigning system
 - 6. Discuss the uses of the Assist program once the CMMS is functioning, incorporate the workflow process depicted in Phase 1 and develop update interval necessary for data sharing.
 - 7. Create/design a process to link the GIS to the city's Assist program, as necessary
 - 8. Provide Email notifications on work order closures
Create a list of users and determine the rights of each individual user of the CMMS site

Phase 3:

- A. Incorporate CCTV data into GIS System
 - 1. Obtain CCTV database data
 - 2. Create database structure for GIS incorporation
 - 3. Build decision matrix for CCTV data for prioritizing projects.
 - 4. Provide tool for budget pricing of necessary repairs.
 - 5. Provide portable hard drive with data for Phase 3, formatted for use on City's computer system.

Other Additional Services

Other additional services include changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Consultant's control.

BARTLETT & WEST, INC.
2012 SCHEDULE OF HOURLY CHARGES
Effective January 1st, 2013

Engineer XI/Landscape Arch XI	\$225.00
Engineer X/Landscape Arch X	213.00
Engineer IX/Landscape Arch IX	202.00
Engineer VIII/Landscape Arch VIII	184.00
Engineer VII/Landscape Arch VII	167.00
Engineer VI/Landscape Arch VI	152.00
Engineer V/Landscape Arch V	141.00
Engineer IV/ Landscape Arch IV	129.00
Engineer III/Landscape Arch III	118.00
Engineer II/Landscape Arch II	106.00
Engineer I/Landscape Arch I	95.00
Engineering Technician XI	\$179.00
Engineering Technician X	156.00
Engineering Technician IX	138.00
Engineering Technician VIII	118.00
Engineering Technician VII	110.00
Engineering Technician VI	102.00
Engineering Technician V	91.00
Engineering Technician IV	81.00
Engineering Technician III	72.00
Engineering Technician II	65.00
Engineering Technician I	59.00
Surveyor VIII	\$148.00
Surveyor VII	138.00
Surveyor VI	127.00
Surveyor V	115.00
Surveyor IV	106.00
Surveyor III	95.00
Surveyor II	83.00
Surveyor I	72.00
Survey Technician VI	\$91.00
Survey Technician V	80.00
Survey Technician IV	68.00
Survey Technician III	59.00
Survey Technician II	53.00
Survey Technician I	46.00
Field Representative X	\$144.00
Field Representative IX	136.00
Field Representative VIII	121.00
Field Representative VII	110.00
Field Representative VI	98.00
Field Representative V	88.00
Field Representative IV	79.00
Field Representative III	71.00
Field Representative II	64.00
Field Representative I	57.00
Right-of-Way Specialist III	\$173.00
Right-of-Way Specialist II	150.00
Right-of-Way Specialist I	133.00
Right-of-Way Technician V	\$110.00
Right-of-Way Technician IV	99.00
Right-of-Way Technician III	90.00

Right-of-Way Technician II	80.00
Right-of-Way Technician I	68.00
GIS Coordinator VII	\$225.00
GIS Coordinator VI	202.00
GIS Coordinator V	190.00
GIS Coordinator IV	173.00
GIS Coordinator III	156.00
GIS Coordinator II	138.00
GIS Coordinator I	127.00
GIS Developer/DBA V	\$173.00
GIS Developer/DBA IV	156.00
GIS Developer/DBA III	138.00
GIS Developer/DBA II	127.00
GIS Developer/DBA I	121.00
GIS Analyst V	\$138.00
GIS Analyst IV	127.00
GIS Analyst III	115.00
GIS Analyst II	104.00
GIS Analyst I	92.00
GIS Technician IV	\$95.00
GIS Technician III	83.00
GIS Technician II	71.00
GIS Technician I	58.00
Computer Systems Manager	\$130.00
Systems Analyst	130.00
Network Administrator	106.00
IS Support Specialist	73.00
Computer Systems Technician III	87.00
Computer Systems Technician II	75.00
Computer Systems Technician I	61.00
Administrator V	\$121.00
Administrator IV	104.00
Administrator III	90.00
Administrator II	82.00
Administrator I	71.00
Administrative Technician V	\$74.00
Administrative Technician IV	66.00
Administrative Technician III	58.00
Administrative Technician II	52.00
Administrative Technician I	45.00
Client Services Representative	\$87.00

City Administrator
Brad Ratliff

Chief of Police
Harry Gurin

City Attorney
Reid F. Holbrook

City Clerk
Nick Jacobs



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

53
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 Director
Date: July 11, 2013
Re: Land3 Studios Contract

GENERAL INFORMATION

- February – an RFQ for a consultant to assist in the Renovation of Raisbeck Park was posted
- May – Park Board voted to select Land3 Studios to create a Master Plan to guide the renovations
- June – Park Board selected and voted to recommended a Master Plan option to the Board of Alderman
- June 24, 2013; a special meeting of the Park Board was held to discuss options presented by Land3 Studios.
- July - Staff presented to the Board of Alderman during the July work session an update on the progress of the Raisbeck RFQ and the selection of Land3 Studios by the Park Board

PURPOSE

The purpose is to implement a Master Plan that will guide the renovations and various phases to transform Raisbeck Park into a 1st Class facility, to eliminate damage to park infrastructure due to floods and provide a destination park for the residents of Peculiar to enjoy.

This Resolution enters the City of Peculiar and Land3 Studios into a contract for the Master Plan and construction phase and bidding services for the Renovation of Raisbeck Park.

ATTACHMENTS

Contractual Agreement with Land3 Studios for the 2013 Raisbeck Sports Complex Renovation

ACTION ITEM

City Staff recommends approval of the Mayor and the Board of Aldermen to enter into the proposed contractual agreement with Land3 Studios for the Master Plan, Construction Phase and bidding services for the Renovation of Raisbeck Park.

RESOLUTION 2013-34

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND3 STUDIOS FOR THE DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION PHASE SERVICES FOR PARK IMPROVEMENTS AND RENOVATION OF CURRENT FACILITIES NECESSARY AT RAISBECK PARK.

WHEREAS, the City of Peculiar issued a Request for Qualifications (RFQ) for the RAISBECK SPORTS COMPLEX RENOVATION including the *Design, Bidding Assistance and Construction Phase Service*; and

WHEREAS, four (4) firms submitted qualifications for ***the RAISBECK SPORTS COMPLEX RENOVATION*** project, and

WHEREAS, the Peculiar Park Board and City Staff recommended Land3 Studios as the most qualified firm, and

WHEREAS, City Staff believes that Land3 Studios will provide quality service and professional consultation

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR, as follows:

The Mayor is authorized to execute a contract with Land3 Studios for the RAISBECK SPORTS COMPLEX RENOVATION including the *Design, Bidding Assistance and Construction Phase Service*

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS 15th DAY OF JULY, 2013

Alderman Dunsworth _____
Alderman Fines _____
Alderman Gallagher _____

Alderman Ray _____
Alderman Stark _____
Alderman Turner _____

Approved: _____
Ernest Jungmeyer, Mayor

Attest: _____
Nick Jacobs, City Clerk



CITY OF PECULIAR, MISSOURI
CONTRACTUAL AGREEMENT

2013 Raisbeck Sports Complex Renovation

Any award made as a result of this Request for Qualification will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Engineer 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 _____ (hereinafter called Engineer).

WITNESSETH:

WHEREAS, CITY requires services for Raisbeck Sports Complex Renovation and,

WHEREAS, ENGINEER 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 ENGINEER 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 _____, 2013

ARTICLE 2 – SERVICES TO BE PERFORMED BY ENGINEER

The services to be performed are to include design, bidding assistance and construction phase services for park improvements and renovation of current facilities necessary at Raisbeck Park. This project includes updating or relocating the concession stand including the addition of restrooms, and the design and building of a multi-sport complex which includes a football field and multiple soccer fields. All work must be complete with minimal or no change in the natural beauty of the park or removal of trees. The specific qualifications regarding the design work, bidding assistance and construction phase services are more clearly described in the Scope of Work that follows.

The Engineer shall furnish all labor, equipment and supervision for the performance of all work defined herein. The services provided shall include the following areas:

Sports Field Design, Layout, and Construction

1. *Aerial mapping with sports field layout*
2. *Dimensions and sizes of fields to maximize space for athletic field layout and safe play*
3. *Utilization of park amenities including installed features such as field lights and the natural aesthetics created by the mature stand of trees and established wooded areas.*

Building Renovation

1. *Renovation or Relocation of Concession stand building*
2. *Addition of public restroom facilities*

Grading and Turf preparation of Athletic field areas

1. Turf/grass repair and restoration, utilizing as much of the current established grass areas as possible
2. Grading to promote positive drainage if applicable
3. Grading; including existing and proposed contours, horizontal and vertical control of key features, erosion control plan and application for construction permits to MDNR for land disturbance

Bidding Assistance

1. Distribute bidding documents, answer bidders questions and issue addenda, bid letting and award, and prepare contract documents for successful bidder

Construction Phase Services

1. Review contractor's submittals, provide periodic work observation, conduct substantial completion inspection, and prepare record drawings

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

The CITY'S Request for Qualifications and the ENGINEER'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 Qualifications shall take precedence over the ENGINEER'S Qualifications.

ARTICLE 4 – PERIOD OF SERVICE

The period of service shall be _____, 2013 through _____, 2013.

ARTICLE 5 – COMPENSATION

For services performed, the CITY shall pay the ENGINEER:

Master Plan Development Hourly Not – to - Exceed	\$ 6,500
Design/Construction Phase Services	<i>To be negotiated after Completion of Master Plan</i>

HOURLY RATE SCHEDULE	Principal \$120 / Hr.
	Senior Landscape Architect \$100 / Hr.
	Associate Landscape Architect \$ 80 / Hr.

Compensation – See Attachment 1 (Land3 Studios – proposal)

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. ENGINEER shall not include any sales or use taxes on transactions between the ENGINEER and CITY. Monthly invoices shall be submitted by the ENGINEER 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 ENGINEER 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 – PERMITS AND LICENSES

The ENGINEER shall procure a City of Peculiar Occupation License. ENGINEER 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 ENGINEER must furnish and maintain⁵⁷ certification of authority to conduct business in the State of Missouri.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 8 – 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 ENGINEER will agree to an equitable adjustment of the AGREEMENT compensation, period of service, or both, and will reflect such adjustment in a supplemental agreement. All supplemental agreements shall be in writing and approved by the City's representative.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

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

The ENGINEER 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 ENGINEER shall indemnify CITY against legal liability for damages arising out of claims by ENGINEER'S employees.

ARTICLE 10 – INSURANCE

During the performance of the stated Services under this AGREEMENT, ENGINEER shall maintain the following insurance:

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$1,000,000 for each occurrence.
- (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. The Consultant must include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable
- (3) Professional Liability Insurance, with limits of \$5,000,000 for each claim and \$10,000,000 annual aggregate. The Consultant must include the City of Peculiar, Missouri as Additional Insured endorsement is to be applicable.
- (4) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident. The Consultant must include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable

ENGINEER shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) calendar days' written notice to CITY. All sub-consultants shall be required to include CITY and ENGINEER as additional insured's on their General Liability insurance policies, and shall be required to indemnify CITY and ENGINEER to the same extent.

ARTICLE 11 – DELAY IN PERFORMANCE

Neither CITY nor ENGINEER 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 ENGINEER 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 12 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to ENGINEER. ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER.

ARTICLE 13 – WAIVER

A waiver by either CITY or ENGINEER 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 14 – 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 15 – SUCCESSORS AND ASSIGNS

CITY and ENGINEER 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 16 – ASSIGNMENT

Neither CITY nor ENGINEER 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. ⁵⁹

ARTICLE 17 – THIRD PARTY RIGHTS

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

ARTICLE 18 – INDEPENDENT ENGINEERS

Each party shall perform its activities and duties hereunder only as an independent ENGINEER. 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 19 – AUDIT

ENGINEER 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 ENGINEER involving transactions related to this AGREEMENT.

ARTICLE 20 – 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 ENGINEER 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 ENGINEER 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 ENGINEER'S receipt of notice of the modification. Nothing herein contained shall excuse the ENGINEER from proceeding with the contract as changed.

ARTICLE 21 – 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 she⁶⁰ 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 22 – GOVERNING LAW

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 ENGINEER 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. Should litigation become necessary, the parties first agree to submit the dispute to mediation. The parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 23 – COMMUNICATIONS

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

ENGINEER: _____

CITY: Nathan Musteen, Park Director, 250 S. Main, Peculiar, MO 64078

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

ARTICLE 24 – SEPARATE AGREEMENTS

CITY and ENGINEER each reserve the right to, from time to time; enter into other agreements for ⁶¹specific 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 25 – ENTIRE AGREEMENT

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

ARTICLE 26 – 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 ENGINEER, by and through their authorized officers, have made and executed this Agreement

CITY:

City of Peculiar, Missouri

By: _____

Title: _____

Date: _____

ENGINEER:

Land3 Studios

By: _____

Title: _____

Date: _____