

BILL NO. 2864

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE CREATING A NEW CHAPTER IN TITLE VII, "PUBLIC UTILITIES," OF THE MUNICIPAL CODE OF THE CITY OF PACIFIC CONCERNING EMERGENCY MANAGEMENT AND NOTICE REQUIREMENTS

WHEREAS, §67.1844 RSMo. retains municipal control over utility companies relating to "safety codes and all other applicable zoning and safety ordinances, to the extent not inconsistent with public service commission laws or administrative rules[;]"

WHEREAS, the City has authority to impose reasonable requirements on users of the public rights-of-way concerning rights-of-way management and safety pursuant to rights-of-way management authority as well as authority "to regulate and collect a license tax on" businesses, including utilities, pursuant to §94.270 RSMo.;

WHEREAS, to further protect the health, safety, and general welfare of its residents, the City has additional authority, pursuant to §71.780 RSMo., to suppress nuisances within the City and within one half mile of the City's boundaries;

WHEREAS, the City finds that unsafe drinking water, down electric wires, gas leaks, and other related safety risks associated with providing utility services pose a danger to City residents and businesses and such danger is increased when the City is unaware of the existence of such dangers;

WHEREAS, in addition to the City's requirement to have an emergency management plan, the City desires to have notice requirements in order for the City and public utilities to work together and coordinate their efforts to protect the public when faced with emergencies or unsafe conditions concerning public utilities;

WHEREAS, the Board of Aldermen desire to create a new chapter in the Municipal Code to require that any public utility using City's rights-of-way or otherwise impacting the public safety notify the City of any danger to the public that the public utility is aware of such as a water boil alert, fallen electrical wires, gas leaks, pipe ruptures, etc. as a condition of use of the rights-of-way and operation within the City; and

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

Section One: Title VII, "Public Utilities," of the Municipal Code of the City of Pacific is hereby amended by adding a new Chapter 725, "Public Utilities Emergency Management" as follows:

CHAPTER 725: PUBLIC UTILITIES EMERGENCY MANAGEMENT

SECTION 725.010: DEFINITIONS.

As used in this Chapter, the following terms shall be defined as otherwise provided in this this Code except as follows:

SAFETY EVENT – includes but is not limited to the following:

- (a) Any service outage, cut, rupture, leak, contamination or other failure of a Public Utility facility not approved in advance by any applicable permit from the City that:
 - (I) prevents or significantly jeopardizes the ability of a Public Utility to provide service to two (2) or more customers within the City and which such service outage or limitation lasting or likely to last in excess of one (1) hour, or (II) that results or reasonably could result in danger to the public, excavation in or obstruction of any portion of rights-of-way or public land, or a material delay or hindrance to the provision of service to the public; or
- (b) Any occurrence involving a Public Utility that a reasonable person would conclude poses a risk to health, safety, and welfare of the public or individuals if notification to the public, customer or other affected persons is not made, such dangers including but not limited to boil water events, down electrical lines or area-wide power outages, ruptured or leaking pipes, and gas leaks.

PUBLIC UTILITY – every cable television service provider, railroad, gas corporation, electrical corporation, rural electric cooperative, telecommunications company, water corporation, or sewer corporation providing service within the City, whether publicly or privately owned, except such term does not include City-owned and operated utilities to the extent such actions required herein are redundant or unnecessary.

SECTION 725.020: EMERGENCY MANAGEMENT OBLIGATIONS

All Public Utilities providing service in the City or using the City’s rights-of-way or public lands are subject to the following requirements, except as may otherwise be provided by law:

- (a) Maintain on file with the City Clerk the name and contact information (including phone number, mail, and email address) for a person who has responsibility over emergency management and, if different, contact information for a person the City should first contact in cases of an Safety Events or emergencies. Such designee shall be responsible for ensuring compliance by the Public Utility with the obligations imposed by this Ordinance;
- (b) Whenever the Public Utility has reason to believe a Safety Event or emergency exists within the City, within one-half mile of the City or otherwise could reasonably affect the City’s residents or businesses, a representative of the Public Utility shall immediately contact the police department dispatch and inform the City of the existence or possible existence of a Safety Event or emergency, the

nature and location of such Safety Event or emergency, and the actions the Public Utility is taking to abate the Safety Event or emergency conditions; and

- (c) The City and Public Utility shall communicate and cooperate in order to address any Safety Event or emergency in the most efficient and safe manner to best protect the health, safety, and general welfare of the City's residents.

SECTION 725.030: VIOLATIONS

Any person or entity violating any provisions of this Chapter shall, upon conviction be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding three (3) months, or by both such fine and imprisonment for each such offense. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

Section Two: This Ordinance shall be in full force and effect on and after its passage and approval.

This Bill was passed and approved this 16th day of October, 2012, by the Board of Aldermen of the City of Pacific, Missouri after having been read by title or in full two times prior to passage.

Presiding Officer

Herbert C. Adams, Mayor

ATTEST:

City Clerk

City Clerk

BILL NO. 2865

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AMENDING SECTION 110.010 OF THE MUNICIPAL CODE OF THE CITY OF PACIFIC TO ALTER THE TIME OF THE REGULAR MEETINGS OF THE BOARD OF ALDERMEN AND TO CREATE AUTHORITY THERETO AND TO REINSTATE TWICE MONTHLY MEETINGS.

WHEREAS, the Board of Aldermen of the City of Pacific previously by motion in accordance with Section 110.010 of the City Code changed the frequency of the regular Board of Aldermen meetings from twice a month to once a month during City Hall construction;

WHEREAS, the Board of Aldermen of the City of Pacific, Missouri, now desires to reinstate the schedule of regular Board of Aldermen meetings back to the first (1st) and third (3rd) Tuesdays of every month;

WHEREAS, the Board of Aldermen also desires to amend its Ordinance pertaining to the time of meetings of the Board of Aldermen from 7:30 p.m. to 7:00 p.m. and provide authority thereto; and

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

Section One. Section 110.010 of the Municipal Code of the City of Pacific, Missouri, is hereby amended by replacing such section with the following revised Section 110.010:

Section 110.010: Regular Meetings

Regular meetings of the Board of Aldermen shall be held at the City Hall on the first (1st) and third (3rd) Tuesdays of every month at 7:00 p.m.; provided that the Mayor or a majority of the Board of Aldermen at a public meeting may from time to time establish by resolution, motion or otherwise such different dates, location, frequency, or time temporarily for regular meetings as may be appropriate to address availability of members or meeting places.

Section Two. The twice monthly meeting schedule of the Board of Aldermen is hereby reinstated with regular Board of Aldermen Meetings being held at City Hall on the first (1st) and third (3rd) Tuesdays of every month.

Section Three. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

This Bill was passed and approved this 16th day of October, 2012, by the Board of Aldermen of the City of Pacific, Missouri, after having been read by title or in full two (2) times prior to passage.

Presiding Officer

Herbert C. Adams, Mayor

ATTEST:

City Clerk

City Clerk

RESOLUTION NO. 2012-49

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE CONTINGENCY RESERVE FUND TO THE GENERAL FUND FOR EXPENDITURES

WHEREAS, the Board of Aldermen desires to authorize a transfer of funds not to exceed Eighteen Thousand Three Hundred Sixteen Dollars (\$18,316.00) from the Contingency Reserve Fund to the General Fund for certain City Hall expenditures; and

WHEREAS, the Board of Aldermen previously authorized such expenditures through Resolution 2012-31 whereby the Board of Aldermen authorized the City Administrator to execute a professional services agreement with Radio Comm Co. for a furniture console and installation; and

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

Section 1. The Board of Aldermen hereby authorizes the transfer of Eighteen Thousand, Three Hundred, Sixteen Dollars (\$18,316.00) from the Contingency Reserve Fund to the General Fund to cover the costs of furniture console & installation in the police department.

Section 2. This Resolution shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Adopted by the Board of Aldermen and approved by the Mayor this 16th day of October, 2012.

Herbert C. Adams, Mayor

ATTEST:

City Clerk

RESOLUTION NO 2012-50

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH REINHOLDT ELECTRIC FOR THE REMOVAL AND INSTALLATION OF A NEW MOTOR STARTER AT WELL 3.

WHEREAS, the Fiscal Year 2012-2013 budget provides for the maintenance of the City of Pacific's Water System; and

WHEREAS, quotes were obtained for such maintenance and Reinhold Electric was the low bidder; and

WHEREAS, the City desires to enter into a professional services contract with Reinhold Electric to remove an old motor starter and install a new motor starter with a soft starter at well 3; and

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Professional Services Contract with Reinholdt Electric substantially in the form attached hereto as Exhibit 1 and incorporated herein ("Reinholdt Electric Professional Services Agreement").

Section 2. This Resolution shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Adopted by the Board of Aldermen and approved by the Mayor on this _____ day of October, 2012.

Herbert C. Adams, Mayor

ATTEST:

City Clerk

Exhibit 1

Reinholdt Electric Professional Services Agreement

City of Pacific, Missouri
CONSULTANT/SERVICES CONTRACT

DEPARTMENT Administration
CONTRACT NO. 2012 -

JOB NO. _____-2012
DATE: _____, 2012

THIS AGREEMENT, made and effective as of 9/20, 2012, by and between the City of Pacific, Missouri, a Missouri municipal corporation, hereinafter referred to as City, and Reinholdt Electric located at: 2511 Lemay Ferry Road, St. Louis MO 63125;

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Consultant services are necessary for the following Project of City:

Remove old motor starter and install new motor starter and Soft Starter at Well 3

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described as follows (and as more specifically set forth in the attached Exhibit A incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Consultant in accordance with all the provisions of the Contract and attached City of Pacific General Conditions for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

a sum not to exceed \$ 4,060.00

or (if above box is not checked):

such amount as is set forth on an attached Exhibit A Proposal that is incorporated herein and subject to any such limits as established therein and in approving authorization in the amount of \$ 4,060.00

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Consultant shall be paid as follows:

Reimbursable expenses as itemized in contract.

III. TIME AND MANNER OF PAYMENTS

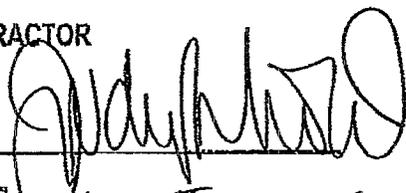
All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced on _____, 2012, and shall be completed in a reasonable manner, and shall be performed so as not to delay or hinder City's schedule for the project. Failure to complete the work by the completion date shall result in a reduction in the amount due the Consultant under this contract in the amount of \$ _____ per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

CONTRACTOR

By: 
Title: Secretary Treasurer

DATED: 9/28/12

CITY OF PACIFIC, MISSOURI

By: _____
Harold Selby
Administartor

DATED: _____

ATTEST:

**CITY OF PACIFIC
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Contract. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

Subcontracts. The Consultant shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant.

Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from consultant's breach of the Contract or out of services and operations negligently performed hereunder by the Consultant, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. All policies of insurance required under this paragraph shall be in such form and shall be issued by such company or companies as may be satisfactory to the City, with satisfactory endorsements, deductibles and certificates reasonably acceptable to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required above, other than workers' compensation policies. In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Exhibit A, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. All insurance coverage required under this paragraph shall be maintained for not less than two years after completion of the Work. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supercede unless a change thereto is specifically stated in this Contract (including Exhibit A, "Scope of Work").

Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Other Special Provisions. The special provisions set forth on Exhibit A are incorporated herein by reference, and made a part hereof.

REINHOLD ELECTRIC, INC.
2511 LEMAY FERRY ROAD
St. Louis, MO 63125

PROPOSAL

(314) 631-1158
Fax (314) 631-6750

To:

Phone:
Fax:

Date 9/12/12

City of Pacific

Job Name / Location:

Well House Motor Starter

Ben

REINHOLD ELECTRIC TO PROVIDE LABOR AND MATERIAL AS FOLLOWS:

- Replace existing size #5 motor starter for 150 hp 480 volt well pump *GE*
- Rewire controls as need for new starter
- Install phase detector relay for starter
- Check operation of pump and document
- Our price shall be \$ **3,460.00**
- **Option** - to install a soft start on well pump in place of across the line starter and tie into existing controls which is better for motor and helps on electric brown outs

ADD \$ 600.00

We hereby propose to furnish material and labor-complete in accordance with the above specifications for the sum of \$

Payment to be made as follows:

Reinhold Electric is not responsible for any utility company charges.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. The homeowner is responsible for fire and tornado insurance.

Our workers are fully covered by Worker's Compensation Insurance.

AUTHORIZED SIGNATURE: _____ Mike Reinhold _____

Note: This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Gallagher Mechanical

212 E Union St
Pacific, MO 63069
636-257-4328

Estimate

Date	Estimate #
8/27/2012	6044

Name / Address
City Of Pacific Public Works 300 Hovan Drive Pacific, Mo 63069

P.O. No.	Project
well 3	

Description	Qty	Total
Gallagher Mechanical will install a new General Electric #5 motor starter with over loads, and a 480 volt coil all for a 150 HP well pump All labor and starter included Parts will take about 19 working days so the faster we can order the better we will be		6,800.00
Total		\$6,800.00

Signature _____

Phone #
636-257-4328



1780 Gilsinn Ln.
 FENTON, MO 63026-2004
 Phone:(636) 343-0893
 Fax:(636) 343-0688

Quotation

Customer Information
 CITY OF PACIFIC
 300 HOWER
 PACIFIC MO 63069-1157

Billing Information
 CITY OF PACIFIC
 300 HOWER
 PACIFIC MO 63069-1157

Shipping Information
 CITY OF PACIFIC
 300 HOWER
 PACIFIC MO 63069-1157

Information
 Grainger Quote Number 0010904829
 Validity Start Date 08/23/2012
 Validity End Date 09/23/2012
 Creation Date 08/23/2012
 Grainger EIK Number 65-1150290
 PO # QUOTE
 PO Create Date
 PO Release #
 Customer Number 668132167
 Department Number
 Project/Job Number
 Regulator Name
 Attention
 Caller ROBERT BRUEGGEMANN
 Telephone Number 6362710500
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Freight Forwarder

We will deliver according to the following terms and conditions:
 Incoterms® 2010: FOB ORIGIN
 Freight Terms: Prepaid
 Carrier
 Payment Terms: Net 30 days after invoice date
 Special Instructions:

Item	Material	Description	Quantity	Unit	Price	Total in USD
10	1H538	Switch Motor 3 Poles	1.00	EA	6,576.00	6,576.00
20	1H446	Coil Magneto 120vac	1.00	EA	473.25	473.25
Sub Total						7,049.25
Total USD						\$ 7,049.25

BR3ELD

RESOLUTION NO. 2012-51

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE CONTINGENCY RESERVE FUND TO THE GENERAL FUND FOR CERTAIN CITY HALL EXPENDITURES.

WHEREAS, the Board of Aldermen desires to authorize a transfer of funds not to exceed One Hundred Thirty One Thousand Six Hundred Eighty Four Dollars (\$ 131,684.00) from the Contingency Reserve Fund to the General Fund for certain City Hall expenditures; and

WHEREAS, the Board of Aldermen previously approved these expenditures by motion at a Board of Aldermen meeting on September 4, 2012; and

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

Section 1. The Board of Aldermen hereby authorizes the transfer of One Hundred Thirty One Thousand Six Hundred Eighty Four Dollars (\$131,684.00) from the Contingency Reserve Fund to the General Fund to cover the following costs related to City Hall: Elevator; Sound System/Video System; and Physical Training Room Lockers and Equipment. Such expenditures are to be purchased pursuant to the otherwise applicable purchasing policies.

Section 2. This Resolution shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Adopted by the Board of Aldermen and approved by the Mayor this 16th day of October, 2012.

Herbert C. Adams, Mayor

ATTEST:

City Clerk

A RESOLUTION AUTHORIZING EXECUTION OF A SERVICES AGREEMENT WITH THE PACIFIC FIRE PROTECTION DISTRICT TO PROVIDE THE CITY RESIDENTIAL FIRE AND BUILDING CODE INSPECTION SERVICES

WHEREAS, the City of Pacific finds that at certain periods of time the City Engineer could use additional support to complete building and fire inspections for residential structures;

WHEREAS, the City of Pacific desires to enter into a contractual agreement with the Pacific Fire Protection District to provide the City residential building and fire code inspections upon request of the City Engineer or his/her designee when such services are needed by the City;

WHEREAS, the Pacific Fire Protection District desires to conduct such residential building inspections for code compliance in exchange for compensation and provide fire code inspections for new residential construction at no additional charge; and

WHEREAS, the Board of Aldermen finds it in the best interest of the City to execute a contract with the Pacific Fire Protection District to provide residential building code and fire code inspection services to the City;

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

Section 1. The Board of Aldermen hereby authorizes the City Administrator to execute on behalf of the City a Services Agreement with the Pacific Fire Protection District, substantially in the form attached hereto as Exhibit 1 and incorporated herein.

Section 2. This Resolution shall be effective upon adoption by the Mayor and Board of Aldermen.

Adopted by the Board of Aldermen and approved by the Mayor on this 4th day of September 2012.

Herbert C. Adams, Mayor

ATTEST:

City Clerk

Exhibit 1

City of Pacific, Missouri
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

DEPARTMENT Administration

JOB NO. -2012

CONTRACT NO. 2012 -

DATE: -2012

THIS AGREEMENT, made and effective as of _____, 2012, by and between the **City of Pacific, Missouri**, a Missouri municipal corporation, hereinafter referred to as "City," and **Pacific Fire Protection District**, a fire protection district located at 910 West Osage Street, Pacific, Mo. 63069, hereinafter referred to as "Consultant;"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

1. Residential Building Inspection Services. Consultant shall, only when and as requested by the City Engineer or his/her designee consistent with the requirements of this Agreement, provide all services to complete residential code inspections, reports, and documentation for structures within the City as required for issuance of permits and other compliance with the City of Pacific's Building Code, meaning all City Codes and Code requirements incorporated within Chapter 500, and as may be amended, including but not limited to the:
 - a. Building Code;
 - b. Mechanical Code;
 - c. Plumbing Code;
 - d. Fire Prevention Code;
 - e. Property Maintenance Code;
 - f. Residential Building Code;
 - g. Fuel Gas Code;
 - h. Electrical Code; and
 - i. Occupancy Requirements.(hereinafter "Building Inspection Services").
2. New Residential Fire Code Inspections. Residential Fire Code inspections, in accordance and compliance with Article V of Chapter 500 and as may be amended, shall be provided upon request of the City Engineer or his/her designee for all new construction and erection of detached single-family or two-family dwellings or the development of land to be used for such detached single-family or two-family dwellings consistent with the requirements of this Agreement ("Fire Code Inspections"). The Fire Code Inspections shall be documented as a separate inspection report and permitting document, irrespective of whether or not occurring in conjunction with Building Inspection Services of the same building.
3. Specific procedures. In performing the Building Inspection Services and Fire Code Inspections, including all Consultant services and actions authorized hereunder (hereinafter the "Work"), Consultant shall prepare and draft all inspection reports on official City of Pacific Inspection Forms as provided by the City Engineer (or on Consultant's forms only if such have been pre-approved by the City Engineer). Consultant shall return such reports for all inspections conducted by Consultant to the City with recommendation of determination of Code Compliance. Except as expressly specified herein, Consultant

hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the Work and do all the things necessary for the proper completion of the Work herein.

4. Compliance with City Codes. Consultant shall perform the Work fully in compliance City Code and all applicable regulations, ordinances, and specification of the City. Consultant's inspection, report, and recommendation of compliance with all applicable codes shall be used by the City as the City's applicable inspection, report, and recommendation for purposes of the City's compliance actions under City Code upon the City Engineers written approval of the same. In the event the City Engineer or designee rejects, alters or modifies the same based on the City's reasonable review or additional information or inspection, the modified or altered approval shall be deemed the City's inspection, report or recommendation for all City Code compliance purposes, unless thereafter modified by the City or granted variance pursuant to applicable City procedures. In the event a dispute or conflict arises between Consultant's and the City's determination of Code compliance, the City Engineer's determination shall be controlling under this Agreement.
5. Additional Terms. The Work shall be provided by Consultant in accordance with all the provisions of this Agreement, Chapter 500 of the City Code, all other applicable law, and the attached **City of Pacific General Conditions** for the Work that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay Consultant, as full compensation for the complete and satisfactory performance of this Agreement, and all expenses and costs related thereto:

seventy-five percent (75%) of the inspection fee charged and received by the City, as outlined in Chapter 500, specifically Article XII "Schedule of Fees," or as hereafter amended, for each structure the City Engineer requests and Consultant inspects for Building Code compliance; provided that no amount shall be paid or owed to Consultant for the "Fire Code Inspections." Consultant shall be paid for each structure inspected upon submission of invoices in accordance with Section III of this Agreement.

or (if above box is not checked):

such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed to Consultant pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Consultant shall be paid only and in the amounts expressly approved in writing by the Board of Aldermen.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by the City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees set forth above.

