

**BOA Meeting Agenda  
Peculiar City Board of Aldermen  
Worksession Meeting and Public Hearing  
City Hall – 250 S. Main St  
Monday, June 20, 2016 6:30 p.m.**

*Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Monday, June 20, 2016 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 Aldermen Statement
5. Consent Agenda –
  - A. Approval of the Draft Minutes of May 16, 2016 BOA Meeting.
  - B. Approval of the Draft Minutes of June 6, 2016 Worksession Meeting.
6. Unfinished Business –
  - A. Bill No. 2016-08 – AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.051 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.  
2<sup>nd</sup> Reading
7. New Business –
  - A. Public Hearing & Bill No. 2016-10 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF CHAFFIN'S CORNER REPLAT LOTS 1-A, 1-B & 3-A BEING A REPLAT OF CHAFFIN'S CORNER LOTS 1, 3, 4, 5 & 6 SUBMITTED BY NICK JUNGMAN, AND THE REZONING OF LOTS 1-A & 1-B TO DISTRICT R-1, SINGLE FAMILY DWELLING DISTRICT.  
1<sup>st</sup> Reading
  - B. Resolution No. 2016-17 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AN AMENDED COMPREHENSIVE FEE SCHEDULE, DATED JUNE 2016.
  - C. Resolution No. 2016-18 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE PROPOSAL OF THE NORTH CASS HERALD AS THE OFFICIAL NEWSPAPER OF THE CITY OF PECULIAR AND AUTORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE NORTH CASS HERALD.
  - D. Resolution No. 2016-19 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LAUBER MUNICIPAL LAW, LLC AS LEGAL COUNSEL FOR THE CITY OF PECULIAR
  - E. Resolution No. 2016-20 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE CITY ADMINISTRATOR GOALS FOR 2016 AND TO BE REVIEWED ON DECEMBER 5, 2016.
  - F. Resolution No. 2016-21 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING A SLUDGE DISPOSAL AGREEMENT WITH KORN HARVESTING AND HAULING, LLC THROUGH JUNE, 2026.
8. Topic for Discussion –
  - A. Fireworks
9. City Administrator Report
10. Aldermen Directives
11. Adjournment

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Janet Burlingame*

**City Engineer**  
*Carl Brooks*

**Business Office**  
*Trudy Prickett*



**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

**City Attorney**  
*Reid Holbrook*

**Parks Director**  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**Monthly City Administrator Report**  
*A City Wide Informational Report over the past 30 days*  
*Mayor and Board of Aldermen*  
*June 20, 2016*

**Chamber Coffee**

Friday, June 17, 2016 – Hosted by Love to Smile Dentistry – 8am to 9am.

**Joint Chambers (CCCC) Meeting**

Thursday, July 14, 2016 – 11:00am to 1pm. This is a joint meeting of the chambers and their members for Belton, Raymore and Peculiar.

**Peculiar Chamber General Membership Luncheon**

Tuesday, July 19, 2016 – 11:30 to 1pm at Lions Club

**Girl Scout Butterfly Trail**

For their Silver Project, Girl Scout Cadet Troop 688 from Peculiar will be making a Storybook Trail as an addition to the Highline Trail in Peculiar. The Peculiar Parks and Recreation Department will build and maintain the trail itself, but the Girl Scouts will be responsible for making the storybook signs and landscaping along the trail. It is the first one in Cass County, and will probably draw a degree of attention to the community and possibly bring in some visitors.

**Human Resources**

*Open Position* – 1 Water Maintenance position is open

*Open Position* – 1 Wastewater Maintenance position is open

*Open Position* – 1 School Resource Officer position is open

*Open Position* – 1 Utility Clerk position is open (Amiee Boyd has accepted a job with the Raymore Utility Dept.)

*Open Position* – 1 Public Works Field Crew position is open

**Economic Development**

- Gary Mallory and the City Administrator attended the ICSC in Las Vegas, May 22-25. We met with 22 retailers, 1 hotel and 3 commercial developers. To put in perspective the amount of meetings we attended, Belton met with 8 total. So for us to have 26 meetings was a great opportunity. We were told by many retailers and developers that we were the most prepared and impressive presentation of City's they met with at ICSC. It was a great team approach and utilizing Buxton's data with Vi's marketing hit a home run.

## **Codes Dept.**

Permitting & Codes Enforcement now uses the “energov “ software system for issuing Building Permits and managing Codes Enforcement Violations. The reports generated by this new system are attached for your information & use.

- Codes Enforcement
- Inspections
- Permits Issued - \*\*\***See the attached Summary for January 1<sup>st</sup> – May 31<sup>st</sup> 2016**

## **Planning Commission**

- The Planning Commission held their regular meeting on Thursday May 12th, 2016. The Commission had a fairly light Agenda, and discussed:
  - A review and discussion of Planning Commission Approval Criteria IAW the City of Peculiar Municipal Code (Chapter 400) with additional discussion resulting from the Planning Commissioner/City Planner Workshop conducted by MARC (Mid America Regional Counsel) which addressed Legal Issues for Planning & Zoning. Mr. Brad Ratliff, City Administrator, attended and relayed some of his experience with significant development at Wyandotte County.
  - The Commission also reviewed the Approved Land-use Table as adopted by the City of Peculiar in the Zoning Regulations and how that drives approved development and the review process.

## **City Planner**

- On May 2nd, the Board of Aldermen considered the Second Reading of the Ordinance to Amend Chapter 400 Section 400.600 Approval Criteria, Section 400.850 Parking on Property Zoned Residential and Section 400.1130 Purpose of the Peculiar Municipal Code. The BOA approved the Second Reading of the Ordinance at that meeting.
- On May 2nd, the Board of Aldermen reviewed the Ordinance Amending the 2012 International Property Maintenance Code (IPMC), Chapter 3, Section 302, Paragraph 302.10 Parking on Property Zoned Residential as adopted by the Peculiar Municipal Code. The BOA approved the Second Reading of the Ordinance which prohibits parking in the Side Yard of a residence with a Lot Size of less than 1/3 Acre (14,500 Square Feet).
- On May 2nd, the Board of Aldermen considered the Second Reading of the Ordinance to approve the application to RePlat Lot 47 & 1/2 of Lot 48, Spencer’s Addition to Brady’s Place Tract 1. The BOA unanimously approved the Second Reading of this Ordinance at this meeting.

## **Parks Recreational Programs**

### ***Administrative Projects***

- Fitness N Fun has 3 monthly paid in full participants and 2 day pass participant.
- Yoga Mind & Body Fitness Class has 2 monthly paid in full participants and 2 days pass participants.
- Farmers and Artist Market started May 25<sup>th</sup> and currently 22 of the 25 booth assignments have been sold.
- Installed butterfly gardens in the park sign flower beds at McKernan, Raisbeck, Highline and City Lake as part of a grant program from Bridging the Gap.
- Approved to distribute the summer/fall parks and recreation newsletter to the Archie and Midway elementary schools.

### ***Parks Report***

#### **Peace Park:**

- No Reports

#### **Sutter’s Creek Park:**

- Repaired white vinyl fence

#### **Raisbeck Park:**

- Reinstalled Raisbeck Park Sign

- Installed landscaped flower bed around park sign
- Planted 3' to 4' trees around the soccer fields
- Trimmed tall grass in ditch areas and around light posts
- Cut down low hanging branches
- Sprayed weeds on nature trail
- Sprayed soccer fields with broad leaf killer
- Mowed trail areas, playground and soccer fields weekly
- Removed two large trees that were damaged in storms



**McKernan Park:**

- Cleaned and maintained bathrooms
- Planted maple tree to replace removed memorial tree
- Installed landscaped flower beds around both park signs
- Added Tree City USA flag to the flag pole
- Repaired men's restroom sink



**City Lake:**

- Installed landscaped flower beds around park sign
- Sprayed pier for wasp and spiders
- Picked up brush



**Shari Drive Park:**

- Picked up trash at basketball court

**66 Acre Park:**

- Mowed Right of Way
- Mowed trail

**Highline Trail:**

- Planted flowers in raised flower beds
- Trimmed around split rail fence and flower beds
- Installed landscaped flower bed around park sign
- Installed park sign
- Trimmed tall grass around drainage ditch

**Monument Sign:**

- No reports

**IT Department**

***Incode Project Planning*** –Tyler Project Manager is continues to work with Public Works and Water Managers to finalize the Inventory module.

***Tyler Content Manager*** – We are working on the TCM integration that will allow us to start scanning documents into the system in a searchable format. Update – Tyler is working with Department heads for training and special document needs.

***Toshiba Printer Lease*** – We have renegotiated our lease with Toshiba for our on-site printers that will increase our monthly print allocations at each location, decrease our per print cost for color and black and white prints as well as added a software component that will help us to further reduce print overage cost and provide in-depth reporting that should produce further cost savings for the city over the term of the contract.

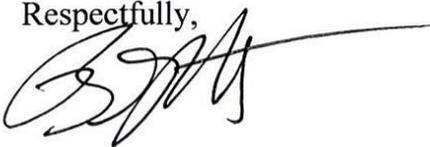
**Federal Cameras** – We have negotiated a trade-in with Federal Protection to buy back our current cameras and DVR in exchange for a 5 year lease that will upgrade our existing standard definition analog cameras to new IP HD cameras and DVR. This lease will move the responsibility of maintaining or replacing the cameras from the city to Federal Protection. The buy-back of the old cameras will be spread out over the 5 year lease resulting in a monthly discount on the lease price.

**Packet Layer** – We are currently in talks with a W.I.S.P (Wireless Internet Service Provider) to provide the city with a wireless MVPL (Managed Virtual Private Line) that will connect all city locations (City Hall, PD, Public Works, PD Garage, Sewer Plant, Raisbeck Park and the Water Tower) to a Virtual Private Network. This will allow us to have secure (encrypted) reliable communications between all sites that we can push all of our network traffic through. This will include phones, data and cameras. This setup will allow us to drop the DSL internet connections from Fairpoint and reduce our current Comcast subscriptions at City Hall, PD and Public Works to minimum service to act as a redundant fail-over in the event of equipment failure on the wireless side, which should result in cost-savings for the city.

**Police Department**

- The city IT department has received new Axon body cameras for the police department personnel. All personnel have been issued the cameras and they are functioning properly.
- School Resource Officer Phillip Grabmiller will be attending the SRO yearly training at Tan-Tar-A, the week of June 26, 2016. This training is funded by the Raymore-Peculiar School District.
- The Raymore-Peculiar School District Board has directed that a second school resource officer be added to the high school complex beginning with the 2016-2017 school year. The interviews for this position have been scheduled for June 27, 2016. We have 2 city employees applying for transfer to this position.
- The rodeo grounds housing area was visited by an individual stealing mail from mailboxes the last week in May. Officer Doug Catron investigated a portion of these crimes and was able to identify the suspect and subsequently obtain a confession. The subject is now residing at the Cass County Jail. Federal authorities have been contacted.

Respectfully,



Brad Ratliff  
City Administrator

**Police Activity Report for the Past 30days**

INCIDENT#	DATE	TIME	LOCATION OF INCIDENT	DESCRIPTION OF INCIDENT	OFFICER
16-1352	05/16/16	0043	700 State Route J	Parking Complaint	315
16-1353	05/16/16	0755	10111 E. 220th Street	Ex-parte Violation	307
16-1354	05/16/16	1310	224 N. Main Street	AOA Children’s Division	313
16-1355	05/16/16	1317	316 D W. 1st Street	Burglary Residential	313
16-1356	05/16/16	1431	361 D Legend Lane	Alarm	307/313
16-1357	05/16/16	1649	460 W. 2nd Street	Animal Call	303
16-1358	05/16/16	1442	21001 S. School Road	MVA - Public Property	308

<b>INCIDENT#</b>	<b>DATE</b>	<b>TIME</b>	<b>LOCATION OF INCIDENT</b>	<b>DESCRIPTION OF INCIDENT</b>	<b>OFFICER</b>
16-1359	05/16/16	1000	20501 S. School Road	Student Issue	308
16-1360	05/16/16	2009	11104 Highview Road	Citizen Contact	310
16-1361	05/16/16	2055	210 Shari Drive, Apt A	Harassment	310
16-1362	05/16/16	2123	224 N. Main Street	Citizen Contact via phone	310
16-1363	05/17/16	0043	21921 S. East Outer Road	Suspicious Activity	303
16-1364	05/17/16	0650	Peculiar Drive/Willow	Noise Complaint	313
16-1365	05/17/16	0730	21904 Gracie Drive	Alarm Call	300/313
16-1366	05/17/16	1005	Harper Road & 222nd Street	Shots Fired	313
16-1367	05/17/16	1048	Hillcrest & Peculiar Drive	Suspicious Activity	313
16-1368	05/17/16	1433	700 State Route J	Check the Welfare	313
16-1369	05/17/16	1551	224 N. Main Street	Violate Full Order of Protection	313
16-1370	05/17/16	1540	501 Schug Avenue	Stealing-Shoplifting	300
16-1371	05/17/16	1626	360 W. North Street	Traffic Complaint	303
16-1372	05/17/16	1928	I-49 and State Route J	Traffic Complaint	303
16-1373	05/18/16	0015	11900 E. 214th Street	Suspicious Activity	310/303
16-1374	05/17/16	2139	2501 W. Mechanic Street	AOA CCSO	310
16-1375	05/18/16	0700	211th Street / I-49 SB	C&I Vehicle	306
16-1376	05/18/16	1100	700 State Route J	MVA - Private Property	306
16-1377	05/18/16	1700	20501 S. School Road	Assault	315
16-1378	05/18/16	1715	12305 White Oak	Citizen Contact/Neighbor Issue	315
16-1379	05/18/16	2248	117 E. North Street	DWS/DWR	315
16-1380	05/18/16	0920	201 E. 3rd Street	Educational Neglect	308
16-1381	05/19/16	0900	20501 S. School Road	Student Issue	308
16-1382	05/19/16	1304	625 State Route J	MVA - Private Property	313
16-1383	05/19/16	1521	718 B Willow	Citizen Contact	313
16-1384	05/19/16	1600	411 Willow	Suspicious Activity	313
16-1385	05/20/16	0957	NB I 49 @ 214th	AOA MSHP	300/313
16-1386	05/20/16	1323	508 Poplar	Suspicious Activity	313
16-1387	05/20/16	1547	12023 220th Place	Animal Complaint	313
16-1388	05/20/16	1803	Tuscany Pkwy & Peculiar Dr.	Suspicious Activity	303
16-1389	05/20/16	1810	220th Street & Surry Trace	Animal Complaint	310
16-1390	05/20/16	1803	Tuscany Pkwy & Peculiar Dr.	Suspicious Activity	303
16-1391	05/20/16	1857	11901 E. 213th Terrace	Trespass	303/310
16-1392	05/20/16	1959	11902 E. 213th Terrace	Stand By - Keep The Peace	310
16-1393	05/20/16	2019	926 S. Kendall Road	Dog at Large	310
16-1394	05/20/16	2049	SB I-49 S of Peculiar Way	Misc. Info - Injured Deer	303
16-1395	05/20/17	2259	11506 E. 207th Circle	Citizen Assist – Resident Lockout	303
16-1396	05/21/16	0330	185 W. Broadway Avenue	Check the Welfare	303/310
16-1397	05/21/16	1423	224 N. Main Street	Citizen Contact (Follow Up)	313
16-1398	05/21/16	1514	224 N. Main Street	Citizen Contact	313
16-1399	05/21/16	1654	Peculiar Dr. & State Route C	Motorist Assist	313
16-1400	05/21/16	1706	20501 S. School Road	Alarm	303/307
16-1401	05/21/16	1846	500 S. Peculiar Drive, #40	Check the Welfare	303
16-1402	05/21/16	1933	230 E Shari Drive	Disturbance	303
16-1403	05/21/16	1944	707 Hurley Street	Warrant Arrest	310/303

<b>INCIDENT#</b>	<b>DATE</b>	<b>TIME</b>	<b>LOCATION OF INCIDENT</b>	<b>DESCRIPTION OF INCIDENT</b>	<b>OFFICER</b>
16-1404	05/21/16	1956	157 S. Peculiar Drive	Domestic Disturbance	303
16-1405	05/21/16	1923	20801 S. School Road	Alarm	303/310
16-1406	05/21/16	1814	SB I-49	Animal Call	310
16-1407	05/21/16	2317	719 B Meadow Lane	Noise Complaint	310/303
16-1408	05/21/16	2333	501 Schug Avenue	Check the Welfare	310
16-1409	05/21/16	2116	21534 Soryl Avenue	911 Hang up	303
16-1410	05/22/16	0154	SE Outer Road / State Route J	Stop Sign / Fail to Yield / DWS	310/303
16-1411	05/21/16	2100	224 N. Main Street	Citizen Contact	310
16-1412	05/21/16	2122	224 N. Main Street	Citizen Contact	310
16-1413	05/22/16	0915	224 N. Main Street	Citizen Contact	313
16-1414	05/22/16	0930	224 N. Main Street	Citizen Contact	313
16-1415	05/22/16	0946	I-49 & State Route J	Traffic Complaint	313
16-1416	05/22/16	1101	21520 N. Main Street	Open Garage Door	313
16-1417	05/22/16	1106	I-49 & State Route J	Check the Welfare	313
16-1418	05/22/16	1415	100 A Shari Drive	Harassment	313
16-1419	05/22/16	1438	I 49 SB @ City Limit	AOA MSHP	313
16-1420	05/22/16	1650	224 N. Main Street	Citizen Contact	313
16-1421	05/22/16	1110	Pin Oak / White Oak Street	Parking Complaint	307
16-1422	05/22/16	1438	117 E. North Street	Dog at Large	307
16-1423	05/22/16	1510	11706 Centennial	ATV Complaint	307
16-1424	05/22/16	1730	224 N. Main Street	Citizen Contact - Civil Matter	313
16-1425	05/22/16	2032	SB I-49 @ MM 168	DWS	310/303
16-1426	05/22/16	2250	700 State Route J	AOA CCSO	303
16-1427	05/23/16	0129	700 State Route J	Disturbance	303
16-1428	05/23/16	1754	11901 E. 213th Terrace	Suspicious Activity	306/307
16-1429	05/23/16	2125	21701 S. Peculiar Drive	Animal Complaint	315/311
16-1430	05/24/16	0009	700 State Route J	MVA - Private Property	315
16-1431	05/24/16	1024	226 B Shari drive	AOA DFS	307
16-1432	05/24/16	1355	224 N. Main Street	Child Custody	307
16-1433	05/24/16	1420	704 Hurley Street	Standby - Keep the Peace	307/306
16-1434	05/24/16	1624	224 N. Main Street	Fingerprinting	315
16-1435	05/24/16	1640	224 N. Main Street	Follow Up	315
16-1436	05/24/16	1711	20912 Larkspur	Follow Up	315
16-1437	05/24/16	1842	22008 Gracie Drive	Citizen Contact	315
16-1438	05/24/16	0648	758 S. Peculiar Drive	Alarm	306
16-1439	05/24/16	1323	224 N. Main Street	Fraud	306
16-1440	05/24/16	1700	State Route YY/Peculiar Drive	C & I Vehicle	306
16-1441	05/24/16	2230	NB I 49 @ MM 167.6	AOA CCSO	311/315
16-1442	05/25/16	1327	224 N. Main Street	Citizen Contact	313
16-1443	05/25/16	1440	I-49 & State Route C	Warrant Arrest	313
16-1444	05/25/16	1817	625 A Willow Lane	Disturbance	303/310
16-1445	05/25/16	1914	625 A Willow Lane	Disturbance	310/303
16-1446	05/25/16	2031	700 State Route J	Vehicle Lockout	310
16-1447	05/25/16	1803	509 Lions Drive	Vehicle Lockout	303
16-1448	05/25/16	2212	361 D Legend Lane	Alarm	303/310

<b>INCIDENT#</b>	<b>DATE</b>	<b>TIME</b>	<b>LOCATION OF INCIDENT</b>	<b>DESCRIPTION OF INCIDENT</b>	<b>OFFICER</b>
16-1449	05/25/16	2123	Peculiar Drive & Willow	Traffic Complaint	310
16-1450	05/26/16	0034	12500 Bent Oak Circle	Open Garage Door	310
16-1451	05/26/16	0714	117 E. North Street	MVA - Private Property	313
16-1452	05/26/16	0958	10603 E. Maple Avenue	Stealing	313
16-1453	05/26/16	1353	700 State Route J	Disturbance	308/313
16-1454	05/26/16	1810	S. Peculiar Drive N of 233rd	Traffic Hazards	310
16-1455	05/26/16	1833	503 Poplar Street	Check the Welfare	315/310
16-1456	05/26/16	2024	758 S. Peculiar Drive	Alarm	310/315
16-1457	05/26/16	2050	700/625 State Route J	Traffic Issue/Motorist Assist	315
16-1458	05/26/16	2106	22715 Shadow Ridge	Suspicious Activity	310
16-1459	05/26/16	0604	464 W. 2nd Street	911 Hang up	308
16-1460	05/27/16	1256	625 State Route J	AOA-MSHP	308
16-1461	05/27/16	1949	201 E. 3rd Street	Animal At Large	311
16-1462	05/28/16	0630	Peculiar Drive / 237th Street	MVA - Public Property	307/308
16-1463	05/28/16	0820	700 State Route J	MVA - Private Property	308
16-1464	05/28/16	0809	21502 Murlo	Citizen Contact	307
16-1465	05/28/16	1034	201 E. 3rd Street	Alarm	308/307
16-1466	05/28/16	1213	224 N. Main Street	Citizen Contact-Abuse/Neglect	308
16-1467	05/28/16	1446	117 E. North Street	Vehicle Lockout	307
16-1468	05/28/16	1544	224 N. Main Street	Animal Call	308/307
16-1469	05/28/16	1715	I-49 SB N Of State Route C	Traffic Complaint	315
16-1470	05/28/16	1822	2501 W. Mechanic	Follow Up/Traffic	315
16-1471	05/28/16	1830	985 Glen Gera Drive	Out of Control Juvenile	311
16-1472	05/28/16	1852	105 Shari Drive	Parking Complaint	315
16-1473	05/28/16	1916	985 Glen Gera Drive	Out of Control Juvenile	311
16-1474	05/28/16	2203	22609 S. Peculiar Drive	Illegal Burn with WPPFD	311
16-1475	05/29/16	0130	SB I-49 & MM 171	Traffic Hazard/Vehicle No Lights	311
16-1476	05/29/16	0314	700 State Route J	Recovered Stolen Auto	311/315
16-1477	05/29/16	0915	779 Harr Grove Road	Follow Up	307
16-1478	05/29/16	1240	221st and Crystal	Disturbance	307
16-1479	05/29/16	1321	224 N. Main Street	Public Assist	307
16-1480	05/29/16	1620	700 State Route J	Follow Up 16-1476	315
16-1481	05/29/16	1656	J Hwy and School Road	MVA / Vehicle Fire	315
16-1482	05/29/16	1730	220 Shari Drive	Parking Complaint	315
16-1483	05/29/16	1745	200 Shari Drive	Vehicle Lockout	307
16-1484	05/29/16	1834	705 E State Route YY	Vehicle Lockout	315
16-1485	05/29/16	1923	401 Legend Lane	Alarm	315
16-1486	05/29/16	1938	248 State Route C	Vehicle Lockout	315
16-1487	05/29/16	2159	23411 City Lake Road	Vehicle Check	315
16-1488	05/30/16	0046	10117 E. 220th Street	AOA CCSO	315
16-1489	05/30/16	0130	184 W. 1st Street	Standby - Keep the Peace	315/311
16-1490	05/30/16	0505	12302 White Oak	Disturbance / Warrant Arrest	311/307
16-1491	05/30/16	0707	13003 211th Street	Property Damage	313
16-1492	05/30/16	1005	224 N. Main Street	Citizen Contact	313
16-1493	05/30/16	1836	224 N. Main Street	Citizen Contact via phone	310

<b>INCIDENT#</b>	<b>DATE</b>	<b>TIME</b>	<b>LOCATION OF INCIDENT</b>	<b>DESCRIPTION OF INCIDENT</b>	<b>OFFICER</b>
<b>16-1494</b>	05/30/16	1914	S. East Outer Road & J Hwy	Traffic Complaint	303/310
<b>16-1495</b>	05/30/16	1925	220th St & Setters Pointe Blvd	Animal Complaint	310
<b>16-1496</b>	05/30/16	2103	361 Legend Lane	Harassment	303
<b>16-1497</b>	05/31/16	0643	C Hwy & Fox's Den	Animal Complaint	313
<b>16-1498</b>	05/31/16	1214	MM 164 & Peculiar Drive	AOA WPPFD	313
<b>16-1499</b>	05/31/16	1440	224 N. Main Street	Citizen Contact	313
<b>16-1500</b>	05/31/16	1626	NB Ramp I-49 & State Rt. J	Motorist Assist	303/313
<b>16-1501</b>	05/31/16	1718	21545 S. Peculiar Drive	Animal Call	303
<b>16-1502</b>	05/31/16	1730	802 Bobwhite Street	Recovered Property	310/303
<b>16-1503</b>	05/31/16	1843	117 E. North Street	Warrant Arrest	310/303
<b>16-1504</b>	05/31/16	1815	224 N. Main Street	Civil Matter	303
<b>16-1505</b>	05/31/16	2047	117 E. North Street	Stealing	310
<b>16-1506</b>	05/31/16	2358	21529 S. Clairmont	Domestic Disturbance (Verbal)	310/303
<b>16-1507</b>	06/01/16	0207	100 Municipal Circle - RPD	AOA Raymore PD	310
<b>16-1508</b>	06/01/16	0800	838 Harr Grove Road	Animal Call	306
<b>16-1509</b>	05/31/16	1229	117 E. North Street	Check the Welfare	308
<b>16-1510</b>	06/01/16	0851	21549 Clairmont Street	Vehicle Lockout	308
<b>16-1511</b>	06/01/16	0917	838 Harr Grove Road	Animal at Large	308
<b>16-1512</b>	06/01/16	0906	706 Hurley Street	Follow Up	306/308
<b>16-1513</b>	06/01/16	0928	108 Spencer Avenue	Follow Up	306
<b>16-1514</b>	06/01/16	1545	NB I-49 / MM 167.6	Motorist Assist	306
<b>16-1515</b>	06/01/16	1721	511 Arena Drive	Fraud/Credit Card	315
<b>16-1516</b>	06/01/16	1748	217 Shari Drive, Apt A	Domestic Disturbance (Verbal)	315/303
<b>16-1517</b>	06/01/16	1817	346 E. North Street	Traffic Complaint	315
<b>16-1518</b>	06/01/16	1827	YY Hwy and Peek	Traffic Complaint/Suspicious Veh.	303
<b>16-1519</b>	06/01/16	1932	500 S. Peculiar Drive	Animal Complaint	315
<b>16-1520</b>	06/01/16	2002	21503 Murlo Circle	Animal Complaint	315
<b>16-1521</b>	06/01/16	2046	700 State Route J	MVA - Private Property	303
<b>16-1522</b>	06/01/16	2254	700 State Route J	MVA - Private Property	303
<b>16-1523</b>	06/01/16	2052	10103 E. 222nd Street	AOA / EMS	315
<b>16-1524</b>	06/01/16	2205	7001 E. 163rd Street	Paper Service	315
<b>16-1525</b>	06/01/16	1903	217 A Shari Drive	Domestic Disturbance (Verbal)	315/303
<b>16-1526</b>	06/01/16	2317	School Road / White Oak	Suspicious Person	315
<b>16-1527</b>	06/02/16	0700	219 A Shari Drive	Disturbance	306/308
<b>16-1528</b>	06/02/16	0800	219 A Shari Drive	Disturbance	306/308
<b>16-1529</b>	06/02/16	0925	S. Peculiar Dr. / Hurley Street	Animal Call	308/306
<b>16-1530</b>	06/02/16	1032	22023 Gracie Drive	Disturbance	306/308
<b>16-1531</b>	06/02/16	1146	22023 Gracie Drive	Runaway/Child Custody	306/308
<b>16-1532</b>	06/02/16	1628	200 State Route C	Follow Up 16-1515	315
<b>16-1533</b>	06/02/16	1700	224 N. Main Street	Follow Up 16-1515	315
<b>16-1534</b>	06/02/16	1945	651 Legend Lane	Follow up 16-1515	315
<b>16-1535</b>	06/02/16	2000	625 S. Peculiar Drive	Follow Up 16-1515	315
<b>16-1536</b>	06/03/16	0705	22901 S. East Outer Road	Animal Complaint	313
<b>16-1537</b>	06/03/16	1051	224 N. Main Street	Fingerprints	313
<b>16-1538</b>	06/03/16	1230	2105 Plaza Dr. Harrisonville	Follow Up	313

<b>INCIDENT#</b>	<b>DATE</b>	<b>TIME</b>	<b>LOCATION OF INCIDENT</b>	<b>DESCRIPTION OF INCIDENT</b>	<b>OFFICER</b>
<b>16-1539</b>	06/03/16	1530	21551 S. Peculiar Drive	Stealing	313
<b>16-1540</b>	06/03/16	1303	I-49 and State Route C	Traffic Issue	308
<b>16-1541</b>	06/03/16	1309	12206 White Oak Street	Parking Complaint	308
<b>16-1542</b>	06/03/16	1430	919 Harr Grove Road	Trash Dumping	308
<b>16-1543</b>	06/03/16	1533	11902 E. 213th Terrace	Check the Welfare/Custody	308
<b>16-1544</b>	06/03/16	1716	Peculiar Way and I-49	Suspicious Vehicle	303
<b>16-1545</b>	06/03/16	2306	22701 S. Peculiar Drive	Alarm - Open Door	310/303
<b>16-1546</b>	06/04/16	0022	157 S. Peculiar Drive	Disturbance	303
<b>16-1547</b>	06/04/16	0247	207 E. 3rd Street	Suspicious Activity	310
<b>16-1548</b>	06/04/16	0725	224 N. Main Street	Citizen Contact	313
<b>16-1549</b>	06/04/16	0805	Highview & Bradley's Pkwy	Parking Complaint	313
<b>16-1550</b>	06/04/16	1111	717 State Route J	Animal Complaint	313
<b>16-1551</b>	06/04/16	1200	232 B Shari Drive	Property Damage	313
<b>16-1552</b>	06/04/16	1932	500 S. Peculiar Drive, Apt 5	Animal Call	310
<b>16-1553</b>	06/04/16	2015	Meadow and Willow Lane	Traffic Complaint	303
<b>16-1554</b>	06/04/16	2015	Shadow Ridge & Country Ln.	Solicitors	310
<b>16-1555</b>	06/04/16	2103	NB I-49 South of Rt. J	Motorist Assist	303
<b>16-1556</b>	06/05/16	0010	Harper Road & 227th Street	AOA CCSO	303
<b>16-1557</b>	06/05/16	0027	20905 S. Peculiar Drive	Suspicious Activity	303
<b>16-1558</b>	06/05/16	0419	Harper Road & S. Peculiar Dr.	Resist Arrest	310
<b>16-1559</b>	06/05/16	0443	22805 Joe Holt Pkwy	Alarm	310
<b>16-1560</b>	06/05/16	1353	391 Legend Lane	Animal Complaint	313
<b>16-1561</b>	06/05/16	1430	State Rt. C/SB Ramp to I-49	Traffic Complaint	313
<b>16-1562</b>	06/05/16	1547	State Route C & City Lake	Traffic Complaint	313
<b>16-1563</b>	06/05/16	1606	219 A Shari Drive	Exparte Service	313
<b>16-1564</b>	06/05/16	1659	398 W. 4th Street	Residence Check	303
<b>16-1565</b>	06/05/16	2000	731 Meadow Lane	Parking Complaint	303
<b>16-1566</b>	06/05/16	2010	220 A Shari Drive	Disturbance	310
<b>16-1567</b>	06/05/16	2049	SB I-49 at Exit Ramp	Motorist Assist	310
<b>16-1568</b>	06/05/16	2100	Willow and Peculiar Drive	AOA CCSO	310
<b>16-1569</b>	06/06/16	0142	705 B Meadow Court	Domestic Disturb - CIT Referral	310/303
<b>16-1570</b>	06/06/16	0800	State Route J / I-49	MVA - Public Property	306
<b>16-1571</b>	06/06/16	1257	707 Hurley Street	Suspicious Vehicle	306/307
<b>16-1572</b>	06/06/16	1339	625 Willow Lane, Apt A	Suicidal Subject	306/307
<b>16-1573</b>	06/06/16	1551	22023 Gracie Drive	AOA DFS	306/307
<b>16-1574</b>	06/06/16	1656	10111 E. 211th Street	Exparte Violation	315
<b>16-1575</b>	06/06/16	0623	State Route C & 233rd Street	C & I Vehicle	307
<b>16-1576</b>	06/06/16	1257	707 Hurley Street	Suspicious Activity	307/306
<b>16-1577</b>	06/06/16	1330	700 Block of Hurley Street	Area Canvass	306/307
<b>16-1578</b>	06/06/16	1340	625 A Willow Lane	Suicidal Subject	306/307
<b>16-1579</b>	06/06/16	1500	315 Peculiar Drive	Cat at Large	307
<b>16-1580</b>	06/06/16	1541	22023 Gracie Drive	AOA DFS	306/307
<b>16-1581</b>	06/06/16	1700	315 Peculiar Drive	Cat at Large	307
<b>16-1582</b>	06/06/16	1800	224 N. Main Street	Follow Up via phone - Cat at Large	307
<b>16-1583</b>	06/06/16	2051	214th Terrace	Parking Complaint	315

<b>INCIDENT#</b>	<b>DATE</b>	<b>TIME</b>	<b>LOCATION OF INCIDENT</b>	<b>DESCRIPTION OF INCIDENT</b>	<b>OFFICER</b>
<b>16-1584</b>	06/06/16	2326	Hurley Street & South Street	Suspicious Person	315/311
<b>16-1585</b>	06/06/16	0105	216 Peculiar Drive	Vehicle Blocking Roadway	315
<b>16-1586</b>	06/07/16	0710	224 N. Main/707 Hurley	Stealing/follow up 16-1515	306
<b>16-1587</b>	06/07/16	0935	151 Hurley Street	Stealing License Plate	306
<b>16-1588</b>	06/07/16	1015	501 Schug Avenue	Vehicle Lockout	306
<b>16-1589</b>	06/07/16	1345	I-49 / State Route C	Motorist Assist	306
<b>16-1590</b>	06/07/16	1400	700 State Route J	Suspicious Activity	306
<b>16-1591</b>	06/08/16	0615	8904 E. State Route YY	Animal Complaint	313
<b>16-1592</b>	06/08/15	0830	220 N. Main Street	AOA Municipal Court	313
<b>16-1593</b>	06/07/16	0715	707 Hurley Street	Stealing/Fraud	306
<b>16-1594</b>	06/07/16	1020	510 Arena Drive	Stealing	313
<b>16-1595</b>	06/07/16	1032	600 Blk. W Center EXT	911 Hang up	313
<b>16-1596</b>	06/07/16	1112	Centennial Farms	Traffic Complaint	313
<b>16-1597</b>	06/07/16	1330	State Route J & Cindy Lane	MVA - Public Property	313
<b>16-1598</b>	06/08/16	1826	250 S. Main Street	Alarm	303
<b>16-1599</b>	06/08/16	2036	10705 Country Lane	Solicitors	310
<b>16-1600</b>	06/08/16	1608	Area of W. 3rd and Center	Animal Call	303
<b>16-1601</b>	06/08/16	1730	NB I-49 & MM 167.8	AOA MSHP	303
<b>16-1602</b>	06/09/16	0900	224 N. Main Street	AOA BPD	306
<b>16-1603</b>	06/09/16	0915	201 Shari Drive	Vehicle Lockout	306
<b>16-1604</b>	06/09/16	1145	825 Morgan Drive	Solicitors	306
<b>16-1605</b>	06/09/16	1625	701 Sivley Street	Animal Call	306
<b>16-1606</b>	06/09/16	2233	Peculiar Dr. and Moore Rd	DWR	303/310
<b>16-1607</b>	06/09/16	2352	117 E. North Street	Citizen Contact	303
<b>16-1608</b>	06/10/16	0038	12300 Canna Court	Open Garage Door	310
<b>16-1609</b>	06/10/16	0106	8707 E. State Route YY	AOA CCSO	303/310
<b>16-1610</b>	06/10/16	0055	12431 Live Oak Circle	Open Garage Door	310
<b>16-1611</b>	06/10/16	1545	625 State Route J	MVA - Private Property	306
<b>16-1612</b>	06/10/16	2105	727 Meadow Lane	Found Cat	315
<b>16-1613</b>	06/11/16	1129	State Route C/ 200 Block	MVA - Leaving The Scene	307
<b>16-1614</b>	06/11/16	2115	State Route C and I-49	Stealing/Paraphernalia	315
<b>16-1615</b>	06/12/16	0020	301 W. 4th Street	AOA EMS	311
<b>16-1616</b>	06/12/16	0927	South Street / Belinda	MVA - Public Property	307/306
<b>16-1617</b>	06/12/16	1040	22301 S. East Outer Road	AOA CCSD	306
<b>16-1618</b>	06/12/16	1207	224 N. Main Street	AOA CCSD	307/306
<b>16-1619</b>	06/12/16	1445	NB I-49 / State Route J	C & I Vehicle	306
<b>16-1620</b>	06/12/16	1615	700 State Route J	Vehicle Lockout	306/307
<b>16-1621</b>	06/12/16	1015	224 N. Main Street	Follow Up	307
<b>16-1622</b>	06/12/16	1045	I-49 / Peculiar Way	Motorist Assist	307
<b>16-1623</b>	06/12/16	1150	I-49 / 223rd Street	Abandoned Auto	306/307
<b>16-1624</b>	06/12/16	2021	316 W. 1st Street	Stealing	311

## CODE CASES OPENED BY VIOLATION (05/01/2016 TO 05/31/2016)

Violation	Case Number	Case Type	Case Status	Opened Date	Closed Date	Address	
302.4-Noxious Weeds 302.4-Noxious Weeds	PROP2016-0071	Exterior Property Maintenance	Closed - Resolved	05/05/2016	05/13/2016	384 W Broadway Peculiar, MO 64078	
	PROP2016-0084	Exterior Property Maintenance	Closed - Resolved	05/27/2016	06/03/2016	21611 S Peculiar Dr Peculiar, MO 64078	
<b>TOTAL CASES FOR 302.4-NOXIOUS WEEDS:</b>							<b>2</b>
302.4-Weeds 302.4-Weeds	PROP2016-0071	Exterior Property Maintenance	Closed - Resolved	05/05/2016	05/13/2016	384 W Broadway Peculiar, MO 64078	
	PROP2016-0072	Exterior Property Maintenance	Closed - Resolved	05/05/2016	05/13/2016	284 W 2Nd St Peculiar, MO 64078	
	PROP2016-0074	Exterior Property Maintenance	Closed - Resolved	05/12/2016	05/25/2016	911 Harr Grove Rd Peculiar, MO 64078	
	PROP2016-0075	Exterior Property Maintenance	In Progress	05/12/2016		516 Willow St Peculiar, MO 64078	
	PROP2016-0077	Exterior Property Maintenance	In Progress	05/12/2016		316 N Main St Peculiar, MO 64078	
	PROP2016-0078	Exterior Property Maintenance	In Progress	05/16/2016		Meadow View Estates, Lot 2 A & Lot 1 Main St Peculiar, MO 64078	
	PROP2016-0079	Exterior Property Maintenance	Escalated	05/20/2016		122 Jamar Dr Peculiar, MO 64078	
	PROP2016-0081	Exterior Property Maintenance	In Progress	05/23/2016		East Area Twin Oaks Pkwy Peculiar, MO 64078	
	PROP2016-0082	Exterior Property Maintenance	In Progress	05/23/2016		Commercial Properties - Nw Corner Twin Oaks Pkwy & J Hwy Peculiar, MO 64078	
	PROP2016-0083	Exterior Property Maintenance	In Progress	05/23/2016		625 S Peculiar Dr Peculiar, MO 64078	
	PROP2016-0084	Exterior Property Maintenance	Closed - Resolved	05/27/2016	06/03/2016	21611 S Peculiar Dr Peculiar, MO 64078	
	PROP2016-0086	Exterior Property Maintenance	Closed - Resolved	05/27/2016	06/02/2016	21545 S Peculiar Dr Peculiar, MO 64078	
	PROP2016-0087	Exterior Property Maintenance	In Progress	05/27/2016		11901 E 213Th Ter Peculiar, MO 64078	
<b>TOTAL CASES FOR 302.4-WEEDS:</b>							<b>13</b>
302.7-Accessory Structures 302.7-Accessory Structures	PROP2016-0080	Exterior Property Maintenance	In Progress	05/23/2016		12424 Live Oak Cir Peculiar, MO 64078	
<b>TOTAL CASES FOR 302.7-ACCESSORY STRUCTURES:</b>							<b>1</b>
302.8-Motor vehicles 302.8-Motor vehicles	PROP2016-0076	Exterior Property Maintenance	Closed - Resolved	05/12/2016	05/26/2016	756 S Peculiar Dr Peculiar, MO 64078	
<b>TOTAL CASES FOR 302.8-MOTOR VEHICLES:</b>							<b>1</b>
304.2- Protective Treatment 304.2 - Protective Treatment	PROP2016-0085	Exterior Property Maintenance	In Progress	05/27/2016		21600 S Clairmont St Peculiar, MO 64078	
<b>TOTAL CASES FOR 304.2- PROTECTIVE TREATMENT:</b>							<b>1</b>
304.3-Premises identification 304.3-Premises identification	PROP2016-0067	Exterior Property Maintenance	In Progress	05/04/2016		108 A & B Shari Dr Peculiar, MO 64078	
	PROP2016-0068	Exterior Property Maintenance	In Progress	05/04/2016		110 A&B Shari Dr Peculiar, MO 64078	

## CODE CASES OPENED BY VIOLATION (05/01/2016 TO 05/31/2016)

Violation	Case Number	Case Type	Case Status	Opened Date	Closed Date	Address
	PROP2016-0069	Exterior Property Maintenance	In Progress	05/04/2016		205 A&B Shari Dr Peculiar, MO 64078
	PROP2016-0070	Exterior Property Maintenance	In Progress	05/04/2016		228 A&B Shari Dr Peculiar, MO 64078
<b>TOTAL CASES FOR 304.3-PREMISES IDENTIFICATION:</b>						<b>4</b>
308.1-Accumulation of rubbish or garbage 308.1-Accumulation of rubbish or garbage	PROP2016-0072	Exterior Property Maintenance	Closed - Resolved	05/05/2016	05/13/2016	284 W 2Nd St Peculiar, MO 64078
<b>TOTAL CASES FOR 308.1-ACCUMULATION OF RUBBISH OR GARBAGE:</b>						<b>1</b>
500.080-Construction permit required 500.080-Construction permit required	ZON2016-0008	Municipal Code - Zoning	Closed - Resolved	05/16/2016	05/20/2016	760 S Peculiar Dr Peculiar, MO 64078
<b>TOTAL CASES FOR 500.080-CONSTRUCTION PERMIT REQUIRED:</b>						<b>1</b>
<b>GRAND TOTAL OF CASES:</b>						<b>21</b>

## COMPLETE INSPECTIONS BY ACTUAL END DATE BY INSPECTOR (05/01/2016 TO 05/31/2016)

Selected Inspectors: Clifford McDonald

Inspector	Inspection Number	Inspection Type	Inspection Status	Case Number	Address	Scheduled Start Date	Scheduled End Date	Actual Start Date	Actual End Date
Clifford McDonald	IBLD-000220-2016	Foundation Wall	Passed	BLDR-000047-2016	21617, 21619, 21621 And 21620 Westover Ct Peculiar, MO 640780000	05/02/2016	05/02/2016	05/02/2016	05/02/2016
	IBLD-000221-2016	Erosion Control	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000222-2016	Footing	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000223-2016	Foundation Wall	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000224-2016	Ground Rough Plumbing	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000225-2016	Vaper Barrier	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000226-2016	Sewer Tap/Service	Partial Pass	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000227-2016	Water Tap/Service	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000			05/02/2016	05/02/2016
	IBLD-000229-2016	Ground Rough Plumbing	Passed	BLDR-000031-2016		05/02/2016	05/02/2016	05/02/2016	05/02/2016
	IBLD-000230-2016	Foundation Wall	Passed	BLDR-000046-2016		05/02/2016	05/02/2016	05/02/2016	05/02/2016
	IBLD-000231-2016	Foundation Wall	Passed	BLDR-000047-2016		05/02/2016	05/02/2016	05/02/2016	05/02/2016
	IELE-000228-2016	Electrical Rough	Passed	BLDR-000070-2016	217 Hurley St Peculiar, MO 640780000	05/02/2016	05/02/2016	05/02/2016	05/02/2016
	IBLD-000209-2016	Foundation Wall	Passed	BLDR-000045-2016		05/03/2016	05/03/2016	05/03/2016	05/03/2016
	IBLD-000214-2016	Erosion Control	Passed	BLDR-000049-2016	21606, 21604, 21602 And 21600 Westover Ct Peculiar, MO 640780000	05/13/2016	05/13/2016	05/03/2016	05/03/2016
	IBLD-000232-2016	Ground Rough Plumbing	Passed	BLDR-000058-2016		05/03/2016	05/03/2016	05/03/2016	05/03/2016
	IBLD-000233-2016	Foundation Wall	Passed	BLDR-000067-2016	21616 & 21618 Westover Ct Peculiar, MO 640780000	05/03/2016	05/03/2016	05/03/2016	05/03/2016
	IBLD-000239-2016	Vaper Barrier	Passed	BLDR-000031-2016		05/04/2016	05/04/2016	05/04/2016	05/04/2016
	IBLD-000244-2016	Building Site	Passed	BLDR-000046-2016		05/05/2016	05/05/2016	05/05/2016	05/05/2016

**COMPLETE INSPECTIONS BY ACTUAL END DATE BY INSPECTOR (05/01/2016 TO 05/31/2016)**

<b>Inspector</b>	<b>Inspection Number</b>	<b>Inspection Type</b>	<b>Inspection Status</b>	<b>Case Number</b>	<b>Address</b>	<b>Scheduled Start Date</b>	<b>Scheduled End Date</b>	<b>Actual Start Date</b>	<b>Actual End Date</b>
	IBLD-000245-2016	Building Site	Passed	BLDR-000047-2016		05/05/2016	05/05/2016	05/05/2016	05/05/2016
	IBLD-000248-2016	Sewer Tap/Service	Passed	BLDR-000058-2016	22626 Surrey Ln Peculiar, MO 640780000	05/05/2016	05/05/2016	05/05/2016	05/05/2016
	IBLD-000249-2016	Foundation Wall	Passed	BLDR-000059-2016		05/06/2016	05/06/2016	05/06/2016	05/06/2016
	IBLD-000250-2016	Building Site	Passed	BLDR-000045-2016		05/06/2016	05/06/2016	05/06/2016	05/06/2016
	IBLD-000251-2016	Building Site	Passed	BLDR-000067-2016		05/06/2016	05/06/2016	05/06/2016	05/06/2016
	IBLD-000252-2016	Building Site	Passed	BLDR-000048-2016		05/06/2016	05/06/2016	05/06/2016	05/06/2016
	IBLD-000253-2016	Building Site	Passed	BLDR-000049-2016		05/06/2016	05/06/2016	05/06/2016	05/06/2016
	IBLD-000257-2016	Sewer Tap/Service	Passed	BLDR-000045-2016		05/12/2016	05/12/2016	05/12/2016	05/12/2016
	IBLD-000258-2016	Sewer Tap/Service	Passed	BLDR-000067-2016		05/12/2016	05/12/2016	05/12/2016	05/12/2016
	IBLD-000259-2016	Sewer Tap/Service	Passed	BLDR-000049-2016		05/12/2016	05/12/2016	05/12/2016	05/12/2016
	IBLD-000264-2016	Sewer Tap/Service	Passed	BLDR-000046-2016		05/12/2016	05/12/2016	05/12/2016	05/12/2016
	ICODE-000219-2016	Property Maintenance Code Enforcement	In Violation	PROP2016-0066	511 W 5Th Ct Peculiar, MO 640780000	05/05/2016	05/05/2016	05/13/2016	05/13/2016
	ICODE-000246-2016	Property Maintenance Code Enforcement	Passed	PROP2016-0071	384 W Broadway Peculiar, MO 640780000	05/13/2016	05/13/2016	05/13/2016	05/13/2016
	ICODE-000247-2016	Property Maintenance Code Enforcement	Passed	PROP2016-0072	284 W 2Nd St Peculiar, MO 640780000	05/13/2016	05/13/2016	05/13/2016	05/13/2016
	IBLD-000268-2016	Ground Rough Plumbing	Passed	BLDR-000059-2016				05/20/2016	05/20/2016
	ICODE-000266-2016	Code Enforcement	Passed	ZON2016-0008	760 S Peculiar Dr Peculiar, MO 640780000	05/24/2016	05/24/2016	05/20/2016	05/20/2016
	IBLD-000272-2016	Framing (All Rough)	Passed	BLDR-000019-2016		05/24/2016	05/24/2016	05/24/2016	05/25/2016
<b>TOTAL INSPECTIONS FOR CLIFFORD MCDONALD:</b>									<b>35</b>
<b>GRAND TOTAL OF INSPECTIONS:</b>									<b>35</b>

PERMITS ISSUED BY WORK CLASS (01/01/2016 TO 05/31/2016)

Selected Work Class: New Single Family, New Multi Family

Work Class	Permit Type	Permit Number	Issue Date	Status	Address	Project	District
New Multi Family	Building (Residential)	BLDR-000045-2016	04/14/2016	Issued	21601, 21603, 21605 And 21607 Westover Ct Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000046-2016	04/14/2016	Issued	2109, 21611, 21613 And 21615 Westover Ct Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000047-2016	04/14/2016	Issued	21617, 21619, 21621 And 21620 Westover Ct Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000048-2016	04/14/2016	Issued	21614, 21612, 21610 And 21608 Westover Ct Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000049-2016	04/14/2016	Issued	21606, 21604, 21602 And 21600 Westover Ct Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000067-2016	04/25/2016	Issued	21616 & 21618 Westover Ct Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
<b>TOTAL PERMITS FOR NEW MULTI FAMILY:</b>							<b>6</b>
New Single Family	Building (Residential)	BLDR-000001-2016	02/04/2016	Issued	10700 Country Ln Peculiar, MO 64078	Harper Farm	
	Building (Residential)	BLDR-000002-2016	02/04/2016	Issued	10810 Country Ln Peculiar, MO 64078	Harper Farm	
	Building (Residential)	BLDR-000008-2016	02/10/2016	Issued	10008 E 212Th St Peculiar, MO 64078	North Pointe	Ward 2
	Building (Residential)	BLDR-000009-2016	02/22/2016	Issued	12203 Astor Ct Peculiar, MO 64078	Olive Branch	Ward 3
	Building (Residential)	BLDR-000011-2016	02/22/2016	Issued	12106 Astor Ct Peculiar, MO 64078	Olive Branch	Ward 3
	Building (Residential)	BLDR-000013-2016	02/22/2016	Issued	12304 Astor Ct Peculiar, MO 64078	Olive Branch	Ward 3
	Building (Residential)	BLDR-000014-2016	02/23/2016	Issued	11500 E 207Th St	Copper Creek	Ward 3
	Building (Residential)	BLDR-000017-2016	03/07/2016	Issued	22511 Legacy Dr Peculiar, MO 64078	Centenial Farms	Ward 1

PERMITS ISSUED BY WORK CLASS (01/01/2016 TO 05/31/2016)

Work Class	Permit Type	Permit Number	Issue Date	Status	Address	Project	District
	Building (Residential)	BLDR-000019-2016	03/07/2016	Issued	22517 Legacy Dr Peculiar, MO 64078	Centenial Farms	Ward 1
	Building (Residential)	BLDR-000025-2016	03/14/2016	Issued	12306 Burr Oak Cir Peculiar, MO 64078	Twin Oaks	Ward 3
	Building (Residential)	BLDR-000032-2016	03/17/2016	Issued	10008 Kelly Dr Peculiar, MO 64078	North Pointe	Ward 2
	Building (Residential)	BLDR-000031-2016	03/24/2016	Issued	9802 221St St Peculiar, MO 64078	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000037-2016	03/24/2016	Issued	11706 Heritage Dr Peculiar, MO 64078	Centenial Farms	Ward 1
	Building (Residential)	BLDR-000058-2016	04/15/2016	Issued	22626 Surrey Ln Peculiar, MO 640780000	Centenial Farms	Ward 1
	Building (Residential)	BLDR-000059-2016	04/26/2016	Issued	12500 White Oak St Peculiar, MO 640780000	Twin Oaks	Ward 3
	Building (Residential)	BLDR-000075-2016	04/29/2016	Issued	22002 Crystal Ave Peculiar, MO 640780000	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000076-2016	04/29/2016	Issued	22000 Crystal Ave Peculiar, MO 640780000	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000077-2016	04/29/2016	Issued	21904 Crystal Ave Peculiar, MO 640780000	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000078-2016	04/29/2016	Issued	21902 Crystal Ave Peculiar, MO 640780000	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000079-2016	04/29/2016	Issued	21900 Crystal Ave Peculiar, MO 640780000	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000080-2016	04/29/2016	Issued	9708 219Th Cir Peculiar, MO 640780000	Setter'S Pointe	Ward 2
	Building (Residential)	BLDR-000081-2016	04/29/2016	Issued	11509 E 209Th St Peculiar, MO 640780000	Copper Creek	Ward 3
	Building (Residential)	BLDR-000052-2016	05/12/2016	Issued	10911 Highview Rd Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000053-2016	05/12/2016	Issued	10913 Highview Rd Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000054-2016	05/12/2016	Issued	11001 Highview Rd Peculiar, MO 640780000	Bradley'S Crossing	Ward 3

**PERMITS ISSUED BY WORK CLASS (01/01/2016 TO 05/31/2016)**

<b>Work Class</b>	<b>Permit Type</b>	<b>Permit Number</b>	<b>Issue Date</b>	<b>Status</b>	<b>Address</b>	<b>Project</b>	<b>District</b>
	Building (Residential)	BLDR-000055-2016	05/12/2016	Issued	11003 Highview Rd Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000057-2016	05/12/2016	Issued	11005 Highview Rd Peculiar, MO 640780000	Bradley'S Crossing	Ward 3
	Building (Residential)	BLDR-000086-2016	05/23/2016	Issued	12208 E 214Th St Peculiar, MO 640780000	Twin Oaks	Ward 3
	Building (Residential)	BLDR-000093-2016	05/24/2016	Issued	21204 North Pointe Dr Peculiar, MO 640780000	North Pointe	Ward 2
<b>TOTAL PERMITS FOR NEW SINGLE FAMILY:</b>							<b>29</b>
<b>GRAND TOTAL OF ISSUED PERMITS:</b>							<b>35</b>

**Board of Aldermen Regular Meeting Minutes  
Monday May 16, 2016**

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, May 16, 2016. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Homer Dunsworth, Jerry Ford, Patrick Roberts, Veronika Ray, Matt Hammack and Jeff Harlan.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks, Business Office Manager Trudy Prickett, Philip Costanzo IT Systems Administrator and City Clerk Janet Burlingame.

**City Clerk Janet Burlingame recited the Board of Alderman Statement.**

**Consent Agenda**

- A. Approval of the Draft Minutes of April 18, 2016 BOA Meeting.**
- B. Approval of the Draft Minutes of May 2, 2016 Worksession Meeting**

Alderman Roberts moved to accept the consent agenda as presented and seconded by Alderman Ray, consent agenda was approved by a 6-0 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

**Presentation of Proclamation – Public Works Week**

Mayor Holly Stark recited a Proclamation recognizing May 15 – 21, 2016 as “Public Works Week” in the City of Peculiar and presented to the City Engineer Carl Brooks, Utility Manager Nick Jacobs, Public Works Manager John Stoltz and City Staff.

**New Business –**

- A. Public Hearing & Bill No. 2016-07 - AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE 211<sup>TH</sup> STREET COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.**  
**1<sup>st</sup> Reading**

Mr. David Bushek with Gilmore & Bell discussed in detail the process regarding the formation of the proposed 211<sup>th</sup> Street Community Improvement District (CID). Discussion ensued amongst Board of Aldermen, City Administrator and Mr. Bushek. No Public Comment.

Alderman Roberts made a motion to have the first reading of Bill No. 2016-07 by title only. The motion was seconded by Alderman Dunsworth and was approved by a 5-1 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2016-07. The motion was seconded by Alderman Ray and was accepted by a 4-2 roll vote.

Alderman Ford	Nay	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Nay	Alderman Harlan	Aye

- B. Bill No. 2016-08 – AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.051 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.**  
**1<sup>st</sup> Reading**

City Administrator Brad Ratliff discussed key issues regarding the proposed adoption of Rosenberg's Rules of Order to establish a framework for the orderly conduct of meetings, participation and decision making. Discussion ensued amongst the Mayor and Board of Aldermen.

Alderman Ford made a motion to table the first reading of Bill No. 2016-08 to research other options. The motion was seconded by Alderman Roberts and received a tie vote of a 3-3 roll call vote. Mayor Stark voted in favor to table Bill No. 2016-08.

- C. Bill No. 2016-09 - AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.070 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.**  
**1<sup>st</sup> Reading**

City Administrator Brad Ratliff discussed key issues regarding the proposed adoption of Code of Ethics to meet the law and to hold ourselves to a higher ethic. Discussion ensued amongst Mayor, Board of Aldermen and City Administrator.

Alderman Ford made a motion to have the first reading of Bill No. 2016-09 by title only. The motion was seconded by Alderman Roberts and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2016-09. The motion was seconded by Alderman Ford and was accepted by a 6-0 voice vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

#### **Topic for Discussion –**

##### **A. Appraisal Cost for West Peculiar Fire District Right-of-Way Donation for School Road Phase III Street Project.**

City Administrator Brad Ratliff discussed key issues informing the Mayor and Board of Aldermen on the topic of the School Road Phase III Street Project regarding an appraisal, right-of-way acquisition and the impact to the budget. Discussion ensued amongst Mayor, Board of Aldermen, City Administrator and City Engineer.

##### **B. Strategic Planning and Priorities for the City.**

City Administrator Brad Ratliff presented to the Board of Aldermen the current goals and priorities of the City as requested by Mayor Holly Stark. Discussion ensued amongst Mayor, Board of Aldermen and City Administrator.

##### **C. City Administrator Goals for the Remaining portion of the Year.**

Mayor Holly Stark asked for input from the Board of Alderman regarding the measurable goals of the City Administrator Brad Ratliff. Discussion ensued amongst Mayor, Board of Aldermen and City Administrator. Mr. Ratliff will review the goals and present to the Board of Aldermen a revised list for their consideration.

#### **City Administrator Report -**

- Chamber Coffee
- City Wide Garage Sale
- Curbside Yard Waste Pick-up
- Economic Development
- Public Works
- Main Street Sidewalks
- Parks Recreational Programs
- Farmer's Market
- Fishing Derby
- Arbor Day
- IT Department
- Safe Trade at Peculiar PD
- MARC STP/BR Grant Projects
- MoDOT Interstate Highway 49 and 211<sup>th</sup> Street Interchange
- Wastewater System Engineering Report Grant
- Peculiar Monument Sign Project
- City Wide Storm Water Improvements / Meeting with Rep. Vicky Hartzler
- CIP Kansas City Water Supply Transmission Main, Master Meter & Appurtenances
- Windmill Country Estates Water Meter Replacement Project

#### **Aldermen Directives -**

Approval of the Minutes  
Proclamation for Public Works Week  
Bill No. 2016-07 (CID) bring back for 2<sup>nd</sup> Reading  
Bill No. 2016-08 was tabled until June 6th  
Bill No. 2016-09 bring back for 2<sup>nd</sup> Reading  
Informed Board of Aldermen of the Appraisals on School Road  
Strategic Priorities presented to Board of Alderman  
Update to Goals  
Mayor Stark request for alternatives to the Rosenberg Rules be presented to her by May 31<sup>st</sup>

#### **Adjournment –**

On a motion from Alderman Ford, second from Alderman Roberts, the meeting was adjourned at 8:00 pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Janet Burlingame, City Clerk.

---

Janet Burlingame, City Clerk

**Board of Aldermen Regular Meeting Minutes  
Monday June 6, 2016**

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, June 6, 2016. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Jerry Ford, Matt Hammack, Homer Dunsworth, Jeff Harlan, Veronika Ray and Patrick Roberts.

City Staff present for the meeting were City Administrator Brad Ratliff, City Planner Cliff McDonald, Chief of Police Harry Gurin, Business Office Manager Trudy Prickett, Phillip Costanzo IT Systems Administrator, Nick Jacobs Utility Manager, Grant Purkey Parks Director and City Clerk Janet Burlingame.

**City Clerk Janet Burlingame recited the Board of Alderman Statement.**

**Unfinished Business –**

- A. Bill No. 2016-07 - AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE 211<sup>TH</sup> STREET COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.**  
**2<sup>nd</sup> Reading**

Mr. David Bushek with Gilmore & Bell discussed changes made to the proposed 211<sup>th</sup> Street Community Improvement District (CID) for the Board of Aldermen to consider. Discussion ensued amongst Board of Aldermen and Mr. Bushek. No Public Comment.

Alderman Ford made a motion to have the second reading of Bill No. 2016-07 by title only. The motion was seconded by Alderman Roberts and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2016-07 and place it on final passage as Ordinance No. 06062016. The motion was seconded by Alderman Roberts and was accepted by a 6-0 roll vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

- B. Bill No. 2016-08 – AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.051 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.**  
**1<sup>st</sup> Reading**

City Administrator Brad Ratliff discussed the purpose of Rosenberg's Rules of Order as outlined by the Missouri Municipal League (MML). No Public Comment.

Alderman Roberts made a motion to have the first reading of Bill No. 2016-08 by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2016-08. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

- C. Bill No. 2016-09 - AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.070 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.**  
**2<sup>nd</sup> Reading**

City Administrator Brad Ratliff stated there have been no changes since the first reading of Bill No. 2016-09. Staff recommends approval. No Public Comment.

Alderman Ford made a motion to have the second reading of Bill No. 2016-09 by title only. The motion was seconded by Alderman Roberts and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2016-09 and place it on final passage as Ordinance No. 06062016A. The motion was seconded by Alderman Roberts and was accepted by a 6-0 roll vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Ay

**New Business –**

- A. Resolution No. 2016-14 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, CONSENTING TO THE MAYOR'S INITIAL APPOINTMENTS TO THE BOARD OF DIRECTORS FOR THE 211<sup>TH</sup> STREET COMMUNITY IMPROVEMENT DISTRICT.**

City Administrator Brad Ratliff discussed key issues regarding the initial appointments of the Board of Directors for the 211<sup>th</sup> Street Community Improvement District. Area Resident Donald Turner spoke in opposition of the appointment of Mayor Holly Stark to the 4 year term of office for Board of Director. Discussion ensued amongst Board of Aldermen, City Administrator and Mr. Bushek.

Alderman Roberts made a motion to adopt Resolution 2016-14. The motion was seconded by Alderman Ford and was approved by a 6-0 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

**B. Resolution No. 2016-15 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF KRISTIN SMITH TO THE PLANNING COMMISSION.**

City Administrator Brad Ratliff stated Staff recommends approval of Resolution No. 2016-15. No. Public Comment.

Alderman Ford made a motion to adopt Resolution 2016-15. The motion was seconded by Alderman Dunsworth and was approved by a 6-0 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

**C. Resolution No. 2016-16 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT CHANGE ORDER WITH SB WYATT CONSTRUCTION FOR INSTALLATION OF FOUR (4) CONCRETE APRONS IN MODOT ROW ALONG C HWY/MAIN STREET FOR THE CITY OF PECULIAR, MO.**

City Administrator Brad Ratliff discussed key issues regarding the installation of four (4) concrete aprons in MoDOT right-of-way along the Main Street Project to protect the sidewalks. Discussion ensued amongst Board of Aldermen, City Administrator and City Engineer. No Public Comment.

Alderman Ford made a motion to adopt Resolution 2016-16. The motion was seconded by Alderman Dunsworth and was approved by a 5-1 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Nay
Alderman Roberts	Aye	Alderman Harlan	Aye

**Topic for Discussion –**

**A. Trash Service RFP**

City Administrator Brad Ratliff discussed trash services contracted with WCA (Waste Corporation) formerly known as Town and Country Disposal. City Staff has been keeping track of the number of complaints and issues that have been reported. Discussion ensued amongst the Mayor, Board of Aldermen, City Administrator, Utility Manager and Business Office Manager. Mayor Stark directed City Staff to continue with the current contract, log all complaints and look at re-bidding the trash services contract next year.

**B. Building Permit Fees**

City Planner Cliff McDonald discussed in detail a review of Building Permit Fees and a proposed Comprehensive Fee Schedule to ensure that fees are sufficient while remaining competitive with those of surrounding communities. Discussion ensued amongst Mayor, Board of Aldermen, City Administrator and City Planner. Mayor Stark directed City Staff to present the proposed fees at the next scheduled meeting for approval.

**C. Structure of the Park Board**

Parks Director Grant Purkey discussed previous scheduled Park Board and informational meetings that lacked a quorum. Citizens have expressed interest in volunteering to help out with projects and programs, but are not willing to commit to being on the Park Board or do not live within the city limits. Mr. Purkey recommended to restructure the Park Board to have a Parks Commissioner that will act as the Liaison for the Board of Aldermen and disband the Park Board. Discussion ensued amongst the Mayor, Board of Aldermen and Parks Director. Mayor Stark directed City Staff to look into options for citizen involvement with the Park Board and increase membership to a seven member board.

**D. Sludge Contract / Korn Hauling**

Utility Manager Nick Jacobs discussed key issues to contract for sludge hauling services. Mr. Jacobs recommended to contract with Mr. Wayne Korn of Korn Hauling for sludge removal service. Discussion ensued amongst the Mayor, Board of Aldermen and Utility Manager. Mayor Stark directed City Staff to move forward with a contract and a legal opinion.

**Aldermen Directives -**

Adopt Bill No. 2016-07  
Bring back Bill No. 2016-08 for 2<sup>nd</sup> Reading  
Adopt Bill No. 2016-09  
Bring back Bill No. 2016-08 for 2<sup>nd</sup> Reading  
Adopt Resolution No. 2016-14  
Adopt Resolution No. 2016-15  
Adopt Resolution No. 2016-16  
Continue with WCA (formerly Town & Country Disposal) and log all complaints  
Bring back Building Permit Fees to Adopt  
Move forward with appointing 7 Members to the Park Board  
Move forward with Contract for Sludge Removal

**Adjournment –**

On a motion from Alderman Ford, second from Alderman Dunsworth, the meeting was adjourned at 7:57 pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Janet Burlingame, City Clerk.

---

Janet Burlingame, City Clerk

DRAFT

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Alderman  
**From:** Brad Ratliff  
**Date:** June 16, 2016  
**Re:** Code of Ethics and Rules of Order

---

#### GENERAL INFORMATION

---

**Applicant:** City Administrator  
**Status of Applicant:** Employee of City of Peculiar  
**Requested Actions:** Establish Code of Ethics and Rules of Order for City  
**Date of Application:** 05/16/16  
**Purpose:** Elected Body and Staff Ethics and Rules of Order

---

#### PROPOSAL

---

This has been discussed in the past and the Mayor has stated to bring it before the BOA. Multiple Cities have a Code of Ethic to show to the public they will operate in that manner. The purpose to exhibit that not only will we meet the law but we will hold ourselves to a higher ethic as well.

The parliamentary Rosenberg's Rules of Order is a nice abbreviated version of Roberts Rules that was adopted by MML. If you recall from when Gary Markinson was here for training, he stated the Ethics and Rosenberg's Rules really needed to be adopted by Peculiar.

---

#### PREVIOUS ACTIONS

---

- Presented last to the BOA in 2013
  - At the BOA Meeting May 16, 2016 Mayor Stark agreed to table this issue to receive other options from the BOA. As of the deadline May 31, 2016 at 5:00 p.m. no other options were received.
- 

#### KEY ISSUES

---

- There is nothing controversial in this policy
- 

#### STAFF COMMENTS AND SUGGESTIONS

---

We as staff want to hold ourselves to a high ethic to the public.

---

#### STAFF RECOMMENDATION

---

Staff recommends approval...

---

#### ATTACHMENTS

---

- Ordinance Approve the policy
  - Ext. A outlining the policy
-

**STAFF CONTACT:**

[bratliff@cityofpeculiar.org](mailto:bratliff@cityofpeculiar.org)

**ROSENBERG’S RULES OF ORDER: SIMPLE PARLIAMENTARY  
PROCEDURES FOR THE 21ST CENTURY**

by Dave Rosenberg

**“Rosenberg’s Rules of Order” are supported by the following four principles:**

1. Rules should establish order. The first purpose of the rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. Rules should be user-friendly. That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

**The Chairperson Should Take a Back Seat During Discussions**

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does not mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

### **The Basic Format For An Agenda Item Discussion**

The meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body, a staff person or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak on the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeal it;
2. The chair can repeat the motion; or

3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the vote should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

### **Motions In General**

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ... "

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."
2. Suggesting a motion to the members: "A motion would be in order that ... "
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

### **The Three Basic Motions**

These three motions are the most common:

1. The basic motion. The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. The motion to amend. If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed. A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way. A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it. The decision as to whether a motion is really a motion to amend or substitute motion is left to the chair. So, if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair’s designation governs.

#### **When Multiple Motions Are Before The Governing Body**

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the first vote should be on the last motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fund-raiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passes, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions.

On the other hand, if the substitute motion (the third motion) failed, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend. The

discussion and debate would focus strictly on the amendment (should the committee be 5 or 10 members). If the motion to amend passed, the chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### **To Debate Or Not To Debate**

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chairperson (chair) that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess.

Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or, the motion may contain no specific time for the return of the item, in which case a

motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question," or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

### **Majority And Super-Majority Votes**

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

Almost all motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

### **The Motion To Reconsider**

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

### **Courtesy And Decorum**

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, be free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “Let’s return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn.

**Special Notes About Public Input**

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy.

\*\*\*\*\*

**BILL NO. 2016-08**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.051 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.**

WHEREAS, the Board of Aldermen desire to adopt a parliamentary procedure process to facilitate the adoption of ordinances and other business items that come before the Board; and

WHEREAS, a procedure known as Rosenberg’s Rules of Order have been adopted by units of Government not only in Missouri but in a multitude of other states; and

WHEREAS, adoption of Rosenberg’s Rules will establish a framework for the orderly conduct of meetings, increase the participation of individual aldermen and facilitate decision making.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR, MISSOURI, AS FOLLOWS:**

1. The parliamentary Rosenberg’s Rules of Order attached hereto as Exhibit A be adopted by the Board of Aldermen as Section 100.051 of Chapter Ten, Article V of the Code of City Ordinances.
2. The effective date of this ordinance shall be \_\_\_\_\_, 2016.

First Reading: June 6, 2016

Second Reading: \_\_\_\_\_

Alderman Hammack \_\_\_\_\_  
Alderman Ray \_\_\_\_\_  
Alderman Ford \_\_\_\_\_

Alderman Roberts \_\_\_\_\_  
Alderman Harlan \_\_\_\_\_  
Alderman Dunsworth \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Holly Stark, Mayor

\_\_\_\_\_  
Janet Burlingame

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Aldermen  
**From:** Clifford L. McDonald  
**Date:** June 20th, 2016  
**Re:** RePlat Application for Chaffin’s Corner, Lots 1, 3, 4, 5 & 6 to Chaffin’s Corner Replat Lots 1-A, 1-B & 3-A containing 28.84 Acres more or less, submitted by Mr. Nick Jungman.

---

**GENERAL INFORMATION**

**Applicant:** Mr. Nick Jungman

**Status of Applicant:** N/A

**Requested Actions:** Board of Aldermen to conduct a Public Hearing and consider the RePlat Application for Chaffin’s Corner, Lots 1, 3, 4, 5 & 6 to Chaffin’s Corner Replat Lots 1-A, 1-B & 3-A.

**Date of Application:** May 19, 2016

**Purpose:** To review the RePlat Application for Chaffin’s Corner, Lots 1, 3, 4, 5 & 6 to Chaffin’s Corner Replat Lots 1-A, 1-B & 3-A submitted by Mr. Nick Jungman and consider a recommendation for approval or disapproval.

**Property Location (if applicable):** Chaffin’s Corner, Lots 1, 3, 4, 5 & 6, Commonly known as 20315 S. School Road, Peculiar, Missouri.

---

**PROPOSAL**

See “Requested Actions” above.

---

**PREVIOUS ACTIONS**

The Planning Commission held a Public Hearing on June 9<sup>th</sup>, 2016 to consider the RePlat Application for Chaffin’s Corner, Lots 1, 3, 4, 5 & 6 to Chaffin’s Corner Replat Lots 1-A, 1-B & 3-A. No one in attendance spoke against the RePlat Application and no Formal Protests have been received. The Planning Commission voted unanimously to approve the RePlat as presented, to include ReZoning Lots 1-A and 1-B to District R-1, Single Family Dwelling District and forwards their Recommendation for Approval for the Board’s consideration.

---

## KEY ISSUES

---

In order for the Commission to recommend approval or disapproval of a RePlat/Final Plat application (Map Amendment), or for the Board to approve or deny an application for a map amendment, they shall make findings of fact to determine whether the application is found to be compatible with the following:

- 1. Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
  - a. The RePlat Application (see attach 1) will combine Chaffin's Corner Lots 1, 3, 4, 5 & 6 into three (3) Lots: Lots 1-A & 1-B each being 4.42 Acres in size, and Lot 3-A being 20 Acres m/l in size. The Future Lane Use Map of the City's Comprehensive Plan, identifies this area to remain LDR (Low Density Residential); this proposal does not conflict with this identified land use or any other Planning & Development policies of the City of Peculiar.
  
- 2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety and accessibility of emergency vehicles and equipment;**
  - a. The RePlat application to combine Chaffin's Corner Lots 1, 3, 4, 5 & 6 into three (3) Lots, has no impact upon City services. This proposed RePlat actually reduces the number of available lots in Chaffin's Corner, which subsequently reduces potential Vehicular traffic volumes. Site access is not changed or altered by this proposed RePlat and it will not be detrimental with regard to surrounding traffic flow, pedestrian safety nor accessibility of emergency vehicles and equipment on S. School Road or 203<sup>rd</sup> Street.
  
- 3. Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**
  - a. As proposed, this RePlat creates no significant increase in demand upon the existing roads, streets, water supply, sanitary sewerage or storm sewerage. The end effect is a gain of two residences; one on a 4.42 Acre Residential Lot and the other on a 20 Acre Agricultural Lot (the third lot already has a residence).

Note: Sewer service is not available to these properties, they use/will use septic systems.  
Water service is provided by PWSD #10.
  
- 4. Compatibility of the proposed district classification with nearby properties;**
  - a. Chaffin's Corner Lots 1, 3, 4, 5 & 6 is zoned A-G, Agricultural. If approved, this RePlat must include a ReZoning of Lots 1-A and 1-B to District R-1, Single Family Dwelling District.
    - Lot 3-A meets the minimum acreage requirement for District A-G, Agricultural which is twenty (20) Acres.
  
  - b. Properties to the West, North and East lie in Unincorporated Cass County, with lot sizes ranging from 2.5 to 38 Acres. The property to the South is Zoned A-G, Agricultural and owned by the Cass R-2 School District. The proposed RePlat is consistent with the City's Comprehensive Plan and fully compatible with adjoining properties.
  
- 5. If vacant, the length of time the property has remained vacant as zoned.**
  - a. The residence on 20315 S. School Road was built in 1961, the rest of this property has remained undeveloped (Agricultural) since that time.

---

**STAFF COMMENTS AND SUGGESTIONS**

---

None.

---

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Aldermen review the RePlat Application for Chaffin's Corner, Lots 1, 3, 4, 5 & 6 to Chaffin's Corner Replat Lots 1-A, 1-B & 3-A submitted by Mr. Nick Jungman and consider a recommendation for approval.

---

**ATTACHMENTS**

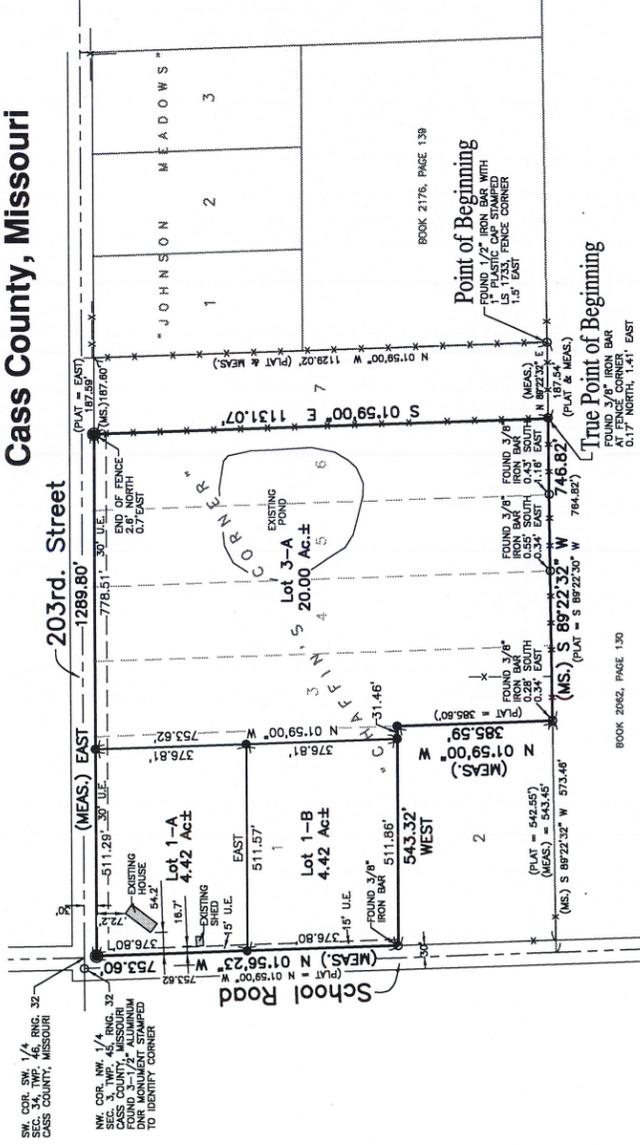
---

1. RePlat Application for Chaffin's Corner, Lots 1, 3, 4, 5 & 6 to Chaffin's Corner Replat Lots 1-A, 1-B & 3-A
2. Ordinance to Approve the RePlat of Chaffin's Corner Lots 1, 3, 4, 5 & 6 to Chaffin's Corner Replat Lots 1-A, 1-B & 3-A and to ReZone Lots 1-A and 1-B to District R-1, Single Family Dwelling District.

---

**STAFF CONTACT:** Clifford McDonald  
Phone: 779-2226  
E-mail: cmcdonald@cityofpeculiar.com

# Final Plat of Chaffin's Corner Replat Lots 1-A, 1-B, 1-B & 3-A being a Re-Plat of Chaffin's Corner Lots 1, 3, 4, 5, & 6 a subdivision of land in the City of Peculiar, Cass County, Missouri



**Description:**  
ALL OF LOTS 1, 3, 4, 5 & 6, "CHAFFIN'S CORNER", A SUBDIVISION OF LAND IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF "CHAFFIN'S CORNER" SUBDIVISION, BEING THE SOUTHEAST CORNER OF LOT 7 IN SAID SUBDIVISION, RUN THENCE SOUTH 89°22'32" WEST ALONG THE SOUTH LINE THEREOF 1875.80 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED, THENCE CONTINUING SOUTH 89°22'32" WEST ALONG THE SOUTHWEST CORNER OF LOT 3, "CHAFFIN'S CORNER", THENCE NORTH 01°59'00" WEST ALONG THE WEST LINE OF SAID LOT 3, 386.59 FEET TO THE SOUTHEAST CORNER OF LOT 1, "CHAFFIN'S CORNER", THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, 1131.07 FEET TO THE POINT OF BEGINNING OF SAID LOT 1; THENCE NORTH 01°56'23" WEST ALONG THE WEST LINE THEREOF 753.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOTS 1, 3, 4, 5 AND 6, "CHAFFIN'S CORNER" SUBDIVISION, 1289.80 FEET TO THE NORTH-EAST CORNER OF SAID LOT 6, "CHAFFIN'S CORNER"; THENCE SOUTH 01°59'00" EAST ALONG THE EAST LINE THEREOF, 1131.07 FEET TO THE TRUE POINT OF BEGINNING; CONTAINS 20.00 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.

**Dedication:**  
THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "CHAFFIN'S CORNER REPLAT, LOTS 1-A, 1-B & 3-A". IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "CHAFFIN'S CORNER REPLAT, LOTS 1-A, 1-B & 3-A".

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF PECULIAR, TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE, ENLARGE, ALTER, IMPROVE, AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (UE).

THE USE OF ALL LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

**Owner's Certificate:**  
AS OWNER, I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,  
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME  
EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME  
AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**Notes:**  
BEARINGS SHOWN ARE BASED ON THE FINAL PLAT OF "CHAFFIN'S CORNER", A SUBDIVISION OF LAND IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A SUBURBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

A CURRENT TITLE COMMITMENT HAD NOT BEEN PROVIDED BY THE OWNER AS OF THE DATE OF ISSUANCE OF THIS PLAT OF SURVEY. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, AND CURRENT TITLE EVIDENCE, UNLESS OTHERWISE SPECIFIED.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.

APPROVED: THE CITY PLANNING COMMISSION OF PECULIAR, MISSOURI.  
SIGNED: \_\_\_\_\_ CHAIRMAN  
DATE: \_\_\_\_\_  
APPROVED: THE CITY COUNCIL OF PECULIAR, MISSOURI.  
SIGNED: \_\_\_\_\_ MAYOR  
DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_ CITY CLERK

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND COMPLETED IN THE FIELD AND OFFICE AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS. ALL SURVEYING AND LANDSCAPING WORK WAS COMPLETED IN ACCORDANCE WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

FOR: MR. TONY JUNGMAN 12709 E BROOKVIEW CT., PECULIAR, MO. 64078

**Bowers Engineering & Surveying, Inc.**  
P.O. BOX 718  
HARRISBURG, MISSOURI 64701  
ENGINEERING: 816.360.3600 SURVEYING: 816.360.4821

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
3	45	32	CASS	MISSOURI	03/31/16	21286-16

DRAWING NO. 21286FP.DWG. DRAWN BY: RB CHECKED BY: TSB  
PROFESSIONAL ENGINEERING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 200803141  
PROFESSIONAL LAND SURVEYING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 200825770



TROY S. BOWERS  
NO. 200803141  
PROFESSIONAL LAND SURVEYOR

**BILL NO. 2016-10**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF CHAFFIN'S CORNER REPLAT LOTS 1-A, 1-B & 3-A BEING A REPLAT OF CHAFFIN'S CORNER LOTS 1, 3, 4, 5 & 6 SUBMITTED BY NICK JUNGMAN, AND THE REZONING OF LOTS 1-A & 1-B TO DISTRICT R-1, SINGLE FAMILY DWELLING DISTRICT.**

**WHEREAS**, Nick Jungman has requested approval of the RePlat of Chaffin's Corner Lots 1, 3, 4, 5 & 6 to Chaffin's Corner Lots 1-A, 1-B and 3-A, and the Owner has met the requirements for this RePlat; and

**WHEREAS**, the Planning Commission held a Public Hearing on June 9th, 2016, for this RePlat request and subsequent to that hearing has recommended approval of the RePlat request to the Board of Aldermen; and

**WHEREAS**, the Board of Aldermen held a Public Hearing on June 20th, 2016 to receive public comment relative to the RePlat of Chaffin's Corner Lots 1, 3, 4, 5 & 6 to Chaffin's Corner Lots 1-A, 1-B and 3-A,, and no formal protests were received or heard.

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

**Section 1.** The RePlat of Chaffin's Corner Lots 1, 3, 4, 5 & 6 to Chaffin's Corner Lots 1-A, 1-B and 3-A, in the City of Peculiar submitted by Nick Jungman is hereby approved.

**Section 2.** Lots 1-A and 1-B shall be Rezoned to District R-1, Single Family Dwelling District In-Accordance-With Peculiar's Zoning Regulations as these lots are of insufficient size to remain District A-G Agricultural. The amendment of the City of Peculiar's Official Zoning Map (of the City's Comprehensive Plan) to reflect this change is hereby approved.

**Section 3.** The amendment of the City of Peculiar's Future Land Use Plan (of the City's Comprehensive Plan) to reflect this change is hereby approved.

**Effective Date.** The effective date of this Ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:**

Alderman Hammack \_\_\_\_\_  
Alderman Ford \_\_\_\_\_  
Alderman Dunsworth \_\_\_\_\_

Alderman Ray \_\_\_\_\_  
Alderman Roberts \_\_\_\_\_  
Alderman Harlan \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Holly Stark, Mayor

\_\_\_\_\_  
Janet Burlingame, City Clerk

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Alderman  
**From:** Clifford L. McDonald  
**Date:** June 20, 2016  
**Re:** Amended Comprehensive Fee Schedule, Resolution 2015-XXX

---

## GENERAL INFORMATION

---

**Applicant:** City Staff

**Status of Applicant:** N/A

**Requested Actions:** Approval of the Resolution to adopt the Amended Comprehensive Fee Schedule (“Schedule”) listing the various charges/fees assessed by the City for services performed. (See attached Resolution and Comprehensive Fee Schedule, Amended June 2016)

**Date of Application:** June 7, 2016

**Purpose:** The purpose of the Schedule is to compile the various Permit Fees, Tap Fees and Development Fees into one (1) Comprehensive Fee Schedule for City Staff and Public information. The Amended Schedule reflects the suggested Water & Sanitary Sewer Tap Fees recommended by the rate studies conducted for each utility service.

**Property Location (if applicable):** City Wide

---

## PROPOSAL

---

See “Requested Actions” above.

---

## PREVIOUS ACTIONS

---

Board of Aldermen established the last Comprehensive Fee Schedule in June, 2015. It is typically amended to reflect changes on an annual basis or as necessitated by approved fee changes.

---

## KEY ISSUES

---

The Board of Aldermen should consider the attached Resolution for approval to provide an updated Fee Schedule which reflects Water & Sewer Tap Fees based upon the size of a properties Water Meter service for the reference of both the public and City Staff.

---

**STAFF COMMENTS AND SUGGESTIONS**

---

The Board of Aldermen should consider the attached Resolution and Amended Comprehensive Fee Schedule for approval. City staff has amended fees to reflect recommended rates for Water & Sanitary Sewer services based upon the recent utility rate studies performed (see attachments 1 & 2).

---

**STAFF RECOMMENDATION**

---

Staff Recommends Approval of the Comprehensive Fee Schedule and Resolution as presented.

---

**ATTACHMENTS**

---

1. Financial Forecast and Tap Fee Study (Water Tap)
2. Tap Fee Analysis Report (Sewer Tap)
3. Comprehensive Fee Schedule, Amended June 2016
4. Resolution to Approve the Comprehensive Fee Schedule

---

**STAFF CONTACT:** Clifford L. McDonald,  
PH: 816-779-2226  
E-mail: cmcdonald@cityofpeculiar.com



# Financial Forecast and Tap Fee Study

City of Peculiar, Missouri

Financial Forecast and Tap Fee Study  
Project No. 87391

Final Report  
05/09/2016



# Financial Forecast and Tap Fee Study

prepared for

City of Peculiar, Missouri

Project No. 87391

Final Report  
05/09/2016

prepared by

Burns & McDonnell Engineering Company, Inc.

COPYRIGHT © 2016 BURNS & McDONNELL ENGINEERING COMPANY, INC.

## TABLE OF CONTENTS

### EXECUTIVE SUMMARY

	<u>Page No.</u>
<b>1.0 EXECUTIVE SUMMARY .....</b>	<b>1-1</b>
1.1 Project Background.....	1-1
1.2 Financial Planning .....	1-1
1.3 Proposed Tap Fees .....	1-1
1.4 Statement of Limitations.....	1-2
<b>2.0 FINANCIAL PLANNING ANALYSIS .....</b>	<b>2-1</b>
2.1 Project Approach .....	2-1
2.2 Introduction.....	2-1
2.3 Water Utility Revenues Under Existing Rates.....	2-1
2.3.1 Historical Projected Customers, Volume & Revenue.....	2-2
2.4 Utility Expenditures .....	2-3
2.4.1 O&M Expenses .....	2-3
2.4.2 Interfund Obligations .....	2-4
2.4.3 Projected Capital Improvement Expenditures .....	2-5
2.4.4 Existing and Proposed Debt Service Requirements.....	2-5
2.5 Water Utility Financial Plan .....	2-6
2.5.1 Operating Flow of Funds .....	2-6
2.5.2 Capital Flow of Funds.....	2-7
2.6 Alternative Water Utility Financial Plan .....	2-9
2.6.1 Operating Flow of Funds .....	2-9
2.6.2 Capital Flow of Funds.....	2-9
<b>3.0 PROPOSED TAP FEES.....</b>	<b>3-1</b>
3.1 Introduction.....	3-1
3.2 Methodology .....	3-2
3.3 System Valuation .....	3-2
3.4 Outstanding Debt .....	3-4
3.5 Equivalent Unit Development.....	3-5
3.6 Tap Fee Development .....	3-6
3.7 Comparison of Regional Tap Fees.....	3-7

## LIST OF TABLES

	<u>Page No.</u>
Table 1-1: Proposed Tap Fees by Meter Size .....	1-2
Table 2-1: Existing Rates and Assumed Rates .....	2-2
Table 2-2: Historical and Projected Accounts, Volume and Revenues under Existing Rates .....	2-3
Table 2-3: Historical and Projected Operation and Maintenance Expenses .....	2-4
Table 2-4: Water Utility Interfund Obligations .....	2-4
Table 2-5: Capital Improvement Program .....	2-5
Table 2-6: Existing and Proposed Debt Service .....	2-6
Table 2-7: Water Utility Financial Plan .....	2-8
Table 2-7: Alternative Water Utility Financial Plan .....	2-11
Table 3-1: Original Cost Less Depreciation of Backbone Assets as of 9/30/2015 .....	3-3
Table 3-2: Replacement Cost Less Depreciation of Backbone Assets as of 9/30/2015 .....	3-4
Table 3-3: Outstanding Water Utility Principal as of 9/30/2015 .....	3-5
Table 3-4: Equivalent Unit Development .....	3-6
Table 3-5: Tap Fee for an Equivalent Residential Unit .....	3-6
Table 3-6: Proposed Tap Fees by Meter Size .....	3-7
Table 3-7: Comparison of Regional Tap Fees .....	3-7

## 1.0 EXECUTIVE SUMMARY

### 1.1 Project Background

Burns & McDonnell was engaged by the City of Peculiar (the City) to perform a financial forecast and tap fee study (Study) that (i) evaluates the financial planning implications of completing a new connection to Kansas City, Missouri and increasing the City's capacity to serve growth, and (ii) proposes tap fee rates to adequately recover costs associated with capacity that accommodates growth in the system.

This report represents an update to previous versions provided to the City in March 2016. Through additional conversation with City representatives, the financial plans and tap fees have been updated. The primary differences between this report and prior versions relate to increased debt service and interfund obligations, and lower interest income forecasted in future periods. The remainder of this report describes the findings associated with the updated analysis.

### 1.2 Financial Planning

Comprehensive financial planning conducted for the utility considered two growth scenarios. The conservative case assumes growth consistent with recent history, increasing residential accounts by approximately one percent per year and no growth within other customer classes. Financial planning for this scenario, as summarized in Table 2-7, indicates that revenues under existing and approved rates (through 2018) are adequate to meet the projected cash obligations in the near term. However, annual increases of 3.00 to 3.25 percent are anticipated to be necessary in 2019 through 2023. These revenue increases are proposed to sustain the financial performance of the water system under a low growth scenario.

A more aggressive growth scenario assumes growth in commercial accounts reflecting the "intermediate" demand assumptions from the Burns & McDonnell technical memorandum dated March 14, 2016. Under this scenario, no further revenue increases beyond those approved or planned through 2018 are anticipated through 2025. This scenario is summarized in Table 2-8.

The financial forecast is described in detail in Section 2.0 of this report. Burns & McDonnell recommends performing comprehensive financial planning with accompanying rate analysis at a minimum of every 5 years, or sooner if forecasted revenues and expenses deviate from projections anticipated herein.

### 1.3 Proposed Tap Fees

The City currently charges new water connections a \$1,600 fee if classified as residential and a \$1,900 fee if classified as commercial. Tap fees were evaluated using the Buy-In Methodology. Based on the

findings of the tap fee analysis, tap fees for a 5/8" or 3/4" connection are proposed to be \$1,300. Fees for larger meter sizes are increased in accordance with meter capacity factors. Proposed tap fees are summarized in Table 1-1.

The development of proposed tap fees is described in detail in Section 3.0 of this report. Burns & McDonnell recommends the City review its tap fee calculation approximately every 5 years.

**Table 1-1: Proposed Tap Fees by Meter Size**

<u>Meter Size</u>	<u>Equivalency Ratio</u>	<u>Proposed Water Tap Fee</u>
5/8"	1.0	\$ 1,300
3/4	1.0	\$ 1,300
1	1.7	\$ 2,200
1.5	3.3	\$ 4,300
2	5.3	\$ 6,900
3	10.4	\$ 13,500
4	16.7	\$ 21,700

#### 1.4 Statement of Limitations

In preparation of the City of Peculiar Financial Planning and Tap Fee Study (Study), Burns & McDonnell relied upon information provided by the City. The information included various analyses, computer-generated information and reports, audited financial reports, and other financial and statistical information, as well as other documents such as operating budgets and current retail water rate schedules. In addition, input to key assumptions regarding expected future levels of revenue, sales, and expenditures was provided by City staff to Burns & McDonnell. While Burns & McDonnell has no reason to believe that the information provided, and upon which Burns & McDonnell has relied, is inaccurate or incomplete in any material respect, Burns & McDonnell has not independently verified such information and cannot guarantee its accuracy or completeness.

Estimates and projections prepared by Burns & McDonnell relating to financial forecasting and costs are based on Burns & McDonnell's experience, qualifications, and judgment as a professional consultant. Since Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, economic

conditions, government regulations and laws (including interpretation thereof), competitive bidding, and market conditions or other factors affecting such estimates or projections, Burns & McDonnell does not guarantee the accuracy of its estimates or predictions.

## **2.0 FINANCIAL PLANNING ANALYSIS**

### **2.1 Project Approach**

To meet the project objectives identified by the City, Burns & McDonnell conducted a financial forecast. Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in the remainder of this section of this report.

### **2.2 Introduction**

To determine if the existing schedule of rates can be expected to generate revenues sufficient to meet the City's operating and capital costs, Burns & McDonnell prepared a ten-year financial projection of revenues and expenditures for the water utility. A comparison of projected revenues and expenditures provides insight into the adequacy of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing and approved rates.
2. Project water utility expenditures.
3. Determine a funding plan to meet the proposed capital improvement program, including the use of cash and debt.
4. Develop a ten-year financial plan, including the budget year and a nine-year forecast period.

The planning period includes fiscal year (FY) 2016 as a budget year and a nine-year forecast period, FY 2017 – FY 2025. The City utilizes a twelve-month fiscal year beginning October 1 and ending September 30. The Financial Plan Analysis recognizes and references the same fiscal year in the ten-year budget and planning period.

### **2.3 Water Utility Revenues Under Existing Rates**

The projection of revenues under the existing schedule of rates involved an analysis of customers, volumes, and revenues for the utility. The existing schedule of rates for FY 2016 and assumed rates for FY 2017 and FY 2018 is shown in Table 2-1.

**Table 2-1: Existing Rates and Assumed Rates**

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
<b><u>Within City Limits:</u></b>			
<b>First 1,000 gallons</b>	\$20.96	\$22.46	\$23.71
<b>Over 1,000 gallons</b>	\$16.52	\$18.02	\$19.27
<b><u>Outside City Limits:</u></b>			
<b>First 1,000 gallons</b>	\$23.70	\$25.20	\$26.45
<b>Over 1,000 gallons</b>	\$17.52	\$19.02	\$20.27

### 2.3.1 Historical Projected Customers, Volume & Revenue

Table 2-2 presents the historical water customers, volumes and revenue from 2013 to 2015 and the projection of customers, volumes and revenues under existing and approved rates for the 2016 to 2025 planning period. In recent years, the City has experienced a slight increase in the number of residential accounts with other customer classes remaining relatively stable. In light of recent trends in account growth, the projection of accounts conservatively assumes a one percent growth in the residential class and no growth within the other customer classes of accounts for 2016 through 2025.

Annual water volumes were constant in FY 2013 and FY 2014, decreasing in FY 2015 due to a wet year. Water sales are projected to slightly increase over the study period based on the growth in residential accounts. Water volumes are projected to increase from 80.6 million gallons in FY 2016 to 86.4 million gallons over the study period.

Table 2-2 also presents historical user charge revenues for 2013 to 2015 and a projection of user revenues under existing and approved rates for the 2016 to 2025 planning period. The projection of user revenues was estimated based on the forecasted accounts and volumes factored by the existing and approved schedule of rates shown in Table 2-1.

Historical water user charge revenues ranged from \$899,063 in 2013 to \$1,295,757 in 2015. Forecasted user revenues reflect the anticipated growth of customers and volumes previously presented and the existing and approved rates. Overall, water user charge revenues under existing and approved rates are projected to increase from \$1,501,500 in 2016 to \$1,859,400 in 2025.

**Table 2-2: Historical and Projected Accounts, Volume and Revenues under Existing Rates**

Line No.	Historical			Projected									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Accounts</b>													
1 Residential	1,488	1,508	1,538	1,553	1,569	1,584	1,600	1,616	1,632	1,649	1,665	1,682	1,699
2 Commercial (B12)	81	79	81	81	81	81	81	81	81	81	81	81	81
3 Government (non-taxable)	18	16	16	16	16	16	16	16	16	16	16	16	16
4 Other Outside	1	2	2	2	2	2	2	2	2	2	2	2	2
5 Rural	2	18	18	18	18	18	18	18	18	18	18	18	18
6 Total Accounts	1,589	1,624	1,655	1,671	1,686	1,702	1,718	1,734	1,750	1,766	1,783	1,799	1,816
<b>Billed Volume (1,000 Gallons)</b>													
7 Residential	75,211,554	72,307,370	61,640,084	62,256,500	62,879,000	63,507,800	64,142,900	64,784,300	65,432,200	66,086,500	66,747,400	67,414,900	68,089,000
8 Commercial (B12)	12,741,558	14,518,600	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300	15,289,300
9 Government (non-taxable)	2,652,100	2,322,100	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200	2,158,200
10 Other Outside	121,300	51,100	42,900	42,900	42,900	42,900	42,900	42,900	42,900	42,900	42,900	42,900	42,900
11 Rural	98,900	1,136,900	861,800	861,800	861,800	861,800	861,800	861,800	861,800	861,800	861,800	861,800	861,800
12 Total Billed Volume	90,825,412	90,336,070	79,992,284	80,608,700	81,231,200	81,860,000	82,495,100	83,136,500	83,784,400	84,438,700	85,099,600	85,767,100	86,441,200
<b>User Charge Revenues under Existing Rates</b>													
1 Residential	\$ 734,323	\$ 879,332	\$ 991,960	\$ 1,152,200	\$ 1,262,600	\$ 1,358,100	\$ 1,371,700	\$ 1,385,400	\$ 1,399,300	\$ 1,413,300	\$ 1,427,400	\$ 1,441,700	\$ 1,456,100
2 Commercial (B12)	\$ 134,710	\$ 206,239	\$ 254,998	\$ 293,200	\$ 318,200	\$ 338,900	\$ 338,900	\$ 338,900	\$ 338,900	\$ 338,900	\$ 338,900	\$ 338,900	\$ 338,900
3 Government (non-taxable)	\$ 27,360	\$ 30,524	\$ 33,761	\$ 38,800	\$ 42,100	\$ 44,900	\$ 44,900	\$ 44,900	\$ 44,900	\$ 44,900	\$ 44,900	\$ 44,900	\$ 44,900
4 Other Outside	\$ 1,339	\$ 858	\$ 848	\$ 1,000	\$ 1,000	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100
5 Rural	\$ 1,331	\$ 15,302	\$ 14,190	\$ 16,300	\$ 17,500	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400
6 Total UC Revenues	\$ 899,063	\$ 1,132,255	\$ 1,295,757	\$ 1,501,500	\$ 1,641,400	\$ 1,761,400	\$ 1,775,000	\$ 1,788,700	\$ 1,802,600	\$ 1,816,600	\$ 1,830,700	\$ 1,845,000	\$ 1,859,400

## 2.4 Utility Expenditures

The water utility's primary cash expenditures include the following direct operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Interfund Obligations
- Capital Improvement Program Expenditures
- Debt Service Principal and Interest Payments

### 2.4.1 O&M Expenses

Table 2-3 presents the recent water O&M expense history and the projection of water system O&M expenses through the 2025 planning period. Expenses summarized on Table 2-3 reflect operating costs associated with the utility. Costs related to capital projects are excluded from Table 2-3 and will be discussed later in this report.

Water O&M expenses ranged from \$844,457 in 2013 to \$1,044,552 in 2014. O&M costs for 2016 are based on the approved budget, with minor adjustments to audit, administrative building, and public works building expenses provided by the City. Projected O&M expenses in general are escalated from budgeted 2016 amounts based on inflationary assumptions of 3.0 percent annually for salaries, 4.0 percent annually for benefits, 5.0 percent annually for water purchases and 2.5 percent for all other expenses.

Total O&M is projected to increase from the 2016 amount of \$1,181,267 to \$1,392,300 in 2025.

**Table 2-3: Historical and Projected Operation and Maintenance Expenses**

Line No.	Historical			Budgeted	Projected										
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
<b>Water Expenditures</b>															
1	50-50-5000	Water Purchases	419,630	409,318	407,699	513,661	447,900	344,200	364,200	385,400	407,800	431,500	456,700	483,300	511,400
2	50-50-5001	Water-Salaries & Wages	166,429	194,749	238,602	263,007	270,900	279,000	287,400	296,000	304,900	314,000	323,400	333,100	343,100
3	50-50-5200	Payroll Taxes	13,123	13,239	16,199	20,909	21,500	22,100	22,800	23,500	24,200	24,900	25,600	26,400	27,200
4	50-50-5210	Benefits	69,535	76,580	90,307	124,912	129,900	135,100	140,500	146,100	151,900	158,000	164,300	170,900	177,700
5	50-50-5220	Worker's Compensation	4,250	5,752	26,987	8,153	8,500	8,800	9,200	9,600	10,000	10,400	10,800	11,200	11,600
6	50-50-5240	Employee Awards	-	-	164	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700	2,800	2,900
7	50-50-5300	Uniforms	1,238	1,239	27,069	2,275	2,300	2,400	2,500	2,600	2,700	2,800	2,900	3,000	3,100
8	50-50-5310	Travel & Training	934	1,410	2,640	2,240	2,300	2,400	2,500	2,600	2,700	2,800	2,900	3,000	3,100
9	50-50-5320	Employee Testing	353	292	312	420	400	400	400	400	400	400	400	400	400
10	50-50-5400	Office Supplies	4,200	1,869	2,530	4,100	4,200	4,300	4,400	4,500	4,600	4,700	4,800	4,900	5,000
11	50-50-5410	Dues & Subscriptions	2,136	1,649	2,095	1,970	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700	2,800
12	50-50-5420	Postage	3,363	3,212	3,456	3,750	3,800	3,900	4,000	4,100	4,200	4,300	4,400	4,500	4,600
13	50-50-5430	Bank Fees	8,568	14,015	6,535	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
14	50-50-5440	Office Machines	4,150	4,972	4,627	5,500	5,600	5,700	5,800	5,900	6,000	6,200	6,400	6,600	6,800
15	50-50-5540	Public Hearing	344	-	-	500	500	500	500	500	500	500	500	500	500
16	50-50-5600	Audit	3,075	3,100	4,600	4,800	5,000	5,200	5,400	5,600	5,800	6,000	6,200	6,400	6,700
17	50-50-5610	Accounting	10,446	17,705	36,234	18,400	19,300	20,300	21,300	22,400	23,500	24,700	25,900	27,200	28,600
18	50-50-5620	Legal	24,684	2,050	15,916	5,500	5,600	5,700	5,800	5,900	6,000	6,200	6,400	6,600	6,800
19	50-50-5630	Litigation	4,505	319	20,403	2,200	2,300	2,400	2,500	2,600	2,700	2,800	2,900	3,000	3,100
20	50-50-5660	Engineering	6,086	43,000	415	10,000	10,300	10,600	10,900	11,200	11,500	11,800	12,100	12,400	12,700
21	50-50-5675	Liability Insurance	6,147	5,823	1,506	6,000	6,200	6,400	6,600	6,800	7,000	7,200	7,400	7,600	7,800
22	50-50-5700	Eco Dev Contractual	-	4,172	25,703	50,000	51,300	52,600	53,900	55,200	56,600	58,000	59,500	61,000	62,500
23	50-50-5715	Contractual-Payroll	1,147	437	519	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700	2,800	2,900
24	50-50-5720	Water Contractual	12,530	20,651	26,675	24,500	25,100	25,700	26,300	27,000	27,700	28,400	29,100	29,800	30,500
25	50-50-5800	IT Maintenance	7,512	7,079	3,526	3,300	3,400	3,500	3,600	3,700	3,800	3,900	4,000	4,100	4,200
26	50-50-5810	Hardware Expense	1,915	1,500	7,449	12,500	12,800	13,100	13,400	13,700	14,000	14,400	14,800	15,200	15,600
27	50-50-5820	Software Expense	4,904	2,109	7,520	5,600	5,700	5,800	5,900	6,000	6,200	6,400	6,600	6,800	7,000
28	50-50-5850	Telephone	1,398	1,430	1,353	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700	2,800	2,900
29	50-50-5870	Communications	-	-	120	180	200	200	200	200	200	200	200	200	200
30	50-50-6130	Supplies	-	3,847	2,410	2,000	2,100	2,200	2,300	2,400	2,500	2,600	2,700	2,800	2,900
31	50-50-6150	Administrative Building	13,238	-	15,260	13,600	13,900	14,200	14,600	15,000	15,400	15,800	16,200	16,600	17,000
32	50-50-6160	Public Works Building	4,240	-	7,578	4,200	4,300	4,400	4,500	4,600	4,700	4,800	4,900	5,000	5,100
33	50-50-6200	Vehicle Insurance	2,100	2,438	618	2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400
34	50-50-6210	Vehicle Maintenance	1,752	550	3,550	4,000	4,100	4,200	4,300	4,400	4,500	4,600	4,700	4,800	4,900
35	50-50-6220	Fuel & Oil	5,170	7,044	4,266	6,000	6,200	6,400	6,600	6,800	7,000	7,200	7,400	7,600	7,800
36	50-50-6260	Safety Equipment	-	887	187	8,300	8,500	8,700	8,900	9,100	9,300	9,500	9,700	9,900	10,100
37	50-50-7200	Pump-Line Maintenance	22,718	14,822	17,319	19,700	20,200	20,700	21,200	21,700	22,200	22,800	23,400	24,000	24,600
38	50-50-7210	Tower Maintenance	37	94	-	5,000	5,100	5,200	5,300	5,400	5,500	5,600	5,700	5,800	5,900
39	50-50-7220	Meter Maintenance	6,578	6,541	3,524	9,390	9,600	9,800	10,000	10,300	10,600	10,900	11,200	11,500	11,800
40	50-50-7250	Utilities	6,022	3,832	8,681	5,000	5,100	5,200	5,300	5,400	5,500	5,600	5,700	5,800	5,900
41	Total Water Expenses		844,457	877,726	1,044,552	1,181,267	1,136,200	1,053,900	1,096,100	1,140,200	1,186,200	1,234,500	1,284,900	1,337,500	1,392,300
			3.9%	19.0%	13.1%	-3.8%	-7.2%	4.0%	4.0%	4.0%	4.1%	4.1%	4.1%	4.1%	4.1%

**2.4.2 Interfund Obligations**

In recent years the water utility has borrowed funds from both the Capital Improvement Fund in the amount of \$141,200 and the Sewer Fund in the amount of \$244,900 to meet ongoing obligations. Based on discussions with the City a payment plan has been drafted and is included in the water utility financial plan to repay these amounts. Terms of the repayment assume no interest costs and term of seven years, starting in 2016. The payment amounts grow over time to allow for the majority of the repayment to occur after a portion of existing water utility debt retires in 2019 and 2020. Table 2-4 summarizes the repayment plan.

**Table 2-4: Water Utility Interfund Obligations**

Line No.	Projected										Total	
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
<b>Interfund Obligations</b>												
1	Capital Improvement Fund	5,000	5,000	5,000	5,000	40,400	40,400	40,400	-	-	-	141,200
2	Sewer Fund	10,000	10,000	10,000	10,000	68,300	68,300	68,300	-	-	-	244,900
3	Total	15,000	15,000	15,000	15,000	108,700	108,700	108,700	-	-	-	386,100

### 2.4.3 Projected Capital Improvement Expenditures

Table 2-5 shows the projected capital improvement expenditures for the 2016 to 2025 planning period. As shown in Table 2-5, the inflated CIP ranges by year from a low of \$45,700 in 2025 to a high of \$5,194,200 in 2017. A primary contributor to the CIP forecast is the Kansas City Water Supply Transmission Main and the Connection Fee. Improvements recommended in the Larkin report are also included on rows 13 through 21, with timing for these projects estimated by the City.

**Table 2-5: Capital Improvement Program**

Line No.		Projected										Total	
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
<b>Budgeted Projects</b>													
1	WA15-002	Kansas City Water Supply 12" Trans. Main		-	3,510,000	-	-	-	-	-	-	-	3,510,000
2		Kansas City Connection Fee		-	817,000	-	-	-	-	-	-	-	817,000
3	WA15-003	Peculiar Drive North to Hurly		562,513	-	-	-	-	-	-	-	-	562,513
4	WA15-004	Spencer Addition		-	327,940	-	-	-	-	-	-	-	327,940
5	WA15-005	Harr Grove		-	-	259,059	-	-	-	-	-	-	259,059
6	WA15-006	Water Supply Valve Engineering		74,000	-	-	-	-	-	-	-	-	74,000
7	WA16-001	Windmill Meter Relocation		50,000	-	-	-	-	-	-	-	-	50,000
8	WA16-002	F350 Replacement (2004)		-	-	35,500	-	-	-	-	-	-	35,500
9	WA16-003	Water Storage Tank Maintenance		-	60,000	60,000	60,000	60,000	-	-	-	-	240,000
10	WA20-001	VFD Pump		-	-	-	-	30,000	-	-	-	-	30,000
11	WA20-002	Water Storage Inspection		-	-	-	-	15,000	-	-	-	-	15,000
12	PA18-001	F350 Replacement (2008)		-	-	35,500	-	-	-	-	-	-	35,500
13	Larkin Report	Improvement 2		-	327,940	-	-	-	-	-	-	-	327,940
14	Larkin Report	Improvement 3		-	-	259,059	-	-	-	-	-	-	259,059
15	Larkin Report	Improvement 4		-	-	-	261,482	-	-	-	-	-	261,482
16	Larkin Report	Improvement 5		-	-	-	-	184,248	-	-	-	-	184,248
17	Larkin Report	Improvement 6		-	-	-	-	-	452,156	-	-	-	452,156
18	Larkin Report	Improvement 7		-	-	-	-	-	-	184,046	-	-	184,046
19	Larkin Report	Improvement 8		-	-	-	-	-	-	-	278,154	-	278,154
20	Larkin Report	Tank Mixing Systems (2)		-	-	-	-	-	-	-	100,000	-	100,000
21	Larkin Report	Emergency Generator		-	-	-	-	-	-	-	-	35,000	35,000
22	Total Capital Improvement Projects		686,513	5,042,880	649,118	321,482	289,248	452,156	184,046	278,154	100,000	35,000	8,038,597
23	Total Capital Improvement Projects with Inflation		686,500	5,194,200	688,600	351,300	325,600	524,200	219,800	342,100	126,700	45,700	8,504,700

### 2.4.4 Existing and Proposed Debt Service Requirements

Table 2-6 presents the existing and proposed debt service requirements for the water utility. As shown on Table 2-6, the water utility currently has existing debt obligations that peak in 2018 at approximately \$550,000 and then decline in subsequent years to approximately \$319,000 to \$350,000.

A single debt issuance for the major capital projects associated with connecting to the City of Kansas City is proposed in 2017 for \$5.75 million. The proposed debt issue includes project funds of approximately \$5.3 million and capitalized interest for two years of approximately \$450,000. The proposed debt service assumes a 20 year term and an interest rate of 4.25 percent. With two years of capitalized interest to be funded by the proposed debt issuance, full annual principal and interest payments are assumed to be deferred until 2019 and amount to \$432,600 per year. This strategy allows the utility to effectively wrap the proposed debt service around the peak existing debt obligations that occur in 2018 and thereby minimize the impact to ratepayers. Including both existing and proposed debt, total debt service in 2019 is approximately \$823,000, falling to a range of approximately \$752,000 to \$786,000 per year thereafter.

**Table 2-6: Existing and Proposed Debt Service**

Line No.	Projected										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
<b>Existing Debt Issues</b>											
<b>Water</b>											
1	1999A	52,491	50,313	50,625	48,375	46,125	-	-	-	-	-
2	2007 Rev	196,555	199,129	250,145	-	-	-	-	-	-	-
3	2013 Rev	43,993	43,743	43,443	43,093	42,655	44,604	43,958	43,243	44,920	43,990
4	2014 Rev	37,301	37,423	37,523	37,599	36,888	37,944	37,439	37,636	37,783	38,643
5	1999 GO	68,510	68,000	67,438	69,188	-	-	-	-	-	-
<b>Direct</b>											
6	2012 COP (City Hall)	11,296	11,187	12,212	12,043	11,855	11,649	12,574	12,289	11,983	12,801
7	2013 COP	72,672	76,068	75,569	176,733	181,862	250,516	253,269	255,467	253,386	258,237
<b>Transfer</b>											
8	Vehicle Lease	13,260	13,291	13,322	3,341	-	-	-	-	-	-
9	Total Existing Debt Service	496,076	499,153	550,276	390,370	319,385	344,713	347,240	348,635	348,072	353,671
<b>Proposed Debt</b>											
10	2017 Issuance	-	-	-	432,600	432,600	432,600	432,600	432,600	432,600	432,600
11	Total Proposed Debt Service	-	-	-	432,600	432,600	432,600	432,600	432,600	432,600	432,600
12	Total Debt Service	496,076	499,153	550,276	822,970	751,985	777,313	779,840	781,235	780,672	786,271
13	Total Revenue Bond Debt Service	330,339	330,607	381,736	561,667	558,268	515,148	513,997	513,479	515,303	515,233
14	Total All Other Debt Service	165,737	168,546	168,540	261,303	193,717	262,165	265,843	267,756	265,369	271,038
15	Total Debt Service	496,076	499,153	550,276	822,970	751,985	777,313	779,840	781,235	780,672	786,271

## 2.5 Water Utility Financial Plan

Based on the information developed for this report, a financial plan has been assembled. This financial plan aggregates the revenues and expenses forecasted and described previously to assess the adequacy of revenues to meet all operating and capital requirements. The cash flow analysis identifies the overall increase in revenues needed to meet the City's overall financial objectives.

### 2.5.1 Operating Flow of Funds

A detailed cash flow is presented in Table 2-7. Line 1 of Table 2-7 shows user revenues under existing and approved rates, shown previously in Table 2-2. Lines 2 through 10 present the proposed revenue increases. As can be seen, additional revenue increases are proposed starting in FY 2019. All increases shown are assumed to be effective in October of the calendar year indicated. Total user revenues are summarized on Line 12. Lines 13 through 19 present other water fund revenues, which are projected to remain at 2016 budget levels, with the exception of interest income. Interest income on Line 14 is anticipated to decline as existing debt service is retired and related bond reserves are released. Line 20 shows the total operating revenue forecasted over the study period. Including the proposed revenue adjustments, total revenue is projected to range from \$1,678,700 in 2016 to \$2,313,500 in 2025.

Operating revenue requirements are shown on Lines 21 through 27 of Table 2-7. The operations and maintenance expenses are as shown previously in Table 2-3. Interfund obligations are as shown previously in Table 2-4. The debt service amounts on Lines 24 through 26 correspond to the debt shown

in Table 2-6. As described in Section 2.4.3 of this report, proposed debt payments reflect a two-year deferred payment structure to mitigate the impact of increased debt service on rate payers.

Total revenue requirements are summarized on Line 27 of Table 2-7. This amount is deducted from Line 20 total revenue to determine the annual operating balance. With the proposed revenue adjustments, the operating balance is positive after 2016.

## **2.5.2 Capital Flow of Funds**

The capital flow of funds is shown in Table 2-7 on Lines 35 through 41.

Sources of funds include a transfer of funds from the operating balance and the issuance of debt. In FY 2016, the transfer from operating funds is approximately \$107,300. Capital improvement projects shown on Line 40 are consistent with that shown in Table 2-5.

Line 41 of Table 2-7 shows the annual capital balance. As can be seen, the balance all years of the forecast show enough funding sources for the capital in each year, leaving a positive capital balance on Line 41.

Utility debt service coverage is calculated on Lines 42 through 47. The utility is required to meet an annual coverage requirement on revenue bonds of 1.10x and prefers a planning target of 1.25x. As shown on Line 44, revenue bond debt service coverage is anticipated to exceed the planning target of 1.25x for the study period.

An all-in or total debt service coverage has also been calculated. This coverage calculation includes the general obligation, COP, and lease obligations that are understood not to be subject to debt service coverage requirements. Including an all-in or total debt service coverage ratio is for information purposes only.

**Table 2-7: Water Utility Financial Plan**

Line No.	Projected										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
<b>Water Utility Operating Flow of Funds</b>											
1	Revenue Under Existing Rates	1,501,500	1,641,400	1,761,400	1,775,000	1,788,700	1,802,600	1,816,600	1,830,700	1,845,000	1,859,400
<u>Proposed Revenue Adjustments</u>											
	<u>Year</u>	<u>Month</u>	<u>Increase</u>								
2	2017	1	0.0%								
3	2018	1	0.0%								
4	2019	1	3.0%		53,300	53,700	54,100	54,500	54,900	55,400	55,800
5	2020	1	3.0%			55,300	55,700	56,100	56,600	57,000	57,500
6	2021	1	3.25%				62,200	62,600	63,100	63,600	64,100
7	2022	1	3.25%					64,700	65,200	65,700	66,200
8	2023	1	3.25%						67,300	67,800	68,300
9	2024	1	0.0%								
10	2025	1	0.0%								
11	Total Proposed Additional Revenue	-	-	-	53,300	109,000	172,000	237,900	307,100	309,500	311,900
12	Total Water User Charge Revenue	1,501,500	1,641,400	1,761,400	1,828,300	1,897,700	1,974,600	2,054,500	2,137,800	2,154,500	2,171,300
Other Water Fund Revenues											
13	Water Connection Fees	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
14	Interest Income	50,000	50,000	50,000	50,000	15,000	15,000	15,000	15,000	15,000	15,000
15	Penalties	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
16	Tower Rental	21,700	21,700	21,700	21,700	21,700	21,700	21,700	21,700	21,700	21,700
17	Reimbursed Expense	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
18	G.O. Principal (transfer from DSF 40)	68,500	68,500	68,500	68,500	68,500	68,500	68,500	68,500	68,500	68,500
19	Total Other Water Fund Revenues	177,200	177,200	177,200	177,200	142,200	142,200	142,200	142,200	142,200	142,200
20	<b>Grand Total Water Revenue</b>	<b>1,678,700</b>	<b>1,818,600</b>	<b>1,938,600</b>	<b>2,005,500</b>	<b>2,039,900</b>	<b>2,116,800</b>	<b>2,196,700</b>	<b>2,280,000</b>	<b>2,296,700</b>	<b>2,313,500</b>
<u>Revenue Requirements</u>											
21	Operation and Maintenance Expense	1,181,300	1,136,200	1,053,900	1,096,100	1,140,200	1,186,200	1,234,500	1,284,900	1,337,500	1,392,300
<u>Interfund Obligations</u>											
22	Capital Improvement Fund	5,000	5,000	5,000	5,000	40,400	40,400	40,400	-	-	-
23	Sewer Fund	10,000	10,000	10,000	10,000	68,300	68,300	68,300	-	-	-
<u>Debt Service</u>											
24	Existing Debt	496,100	499,200	550,300	390,400	319,400	344,700	347,200	348,600	348,100	353,700
25	Proposed Debt	-	-	-	432,600	432,600	432,600	432,600	432,600	432,600	432,600
26	Total Debt Service	496,100	499,200	550,300	823,000	752,000	777,300	779,800	781,200	780,700	786,300
27	<b>Total Revenue Requirements</b>	<b>1,692,400</b>	<b>1,650,400</b>	<b>1,619,200</b>	<b>1,934,100</b>	<b>2,000,900</b>	<b>2,072,200</b>	<b>2,123,000</b>	<b>2,066,100</b>	<b>2,118,200</b>	<b>2,178,600</b>
28	<b>Annual Operating Balance</b>	<b>(13,700)</b>	<b>168,200</b>	<b>319,400</b>	<b>71,400</b>	<b>39,000</b>	<b>44,600</b>	<b>73,700</b>	<b>213,900</b>	<b>178,500</b>	<b>134,900</b>
29	Beginning Balance - Operating Fund	397,000	276,000	298,900	318,700	329,700	335,300	348,000	361,100	374,800	377,500
30	Funds from Operating Balance	(13,700)	168,200	319,400	71,400	39,000	44,600	73,700	213,900	178,500	134,900
31	Bond Reserve Release [1]	-	-	-	-	815,600	-	-	-	-	-
32	Transfer to Capital	(107,300)	(145,300)	(299,600)	(60,400)	(849,000)	(31,900)	(60,600)	(200,200)	(175,800)	(132,100)
33	<b>Ending Balance - Operating Funds</b>	<b>276,000</b>	<b>298,900</b>	<b>318,700</b>	<b>329,700</b>	<b>335,300</b>	<b>348,000</b>	<b>361,100</b>	<b>374,800</b>	<b>377,500</b>	<b>380,300</b>
34	Minimum Annual Operating Balance [2]	276,000	298,900	318,700	329,700	335,300	348,000	361,100	374,800	377,500	380,300
<b>Water Utility Capital Flow of Funds</b>											
35	Beginning Balance - Capital Funds	1,300,000	720,800	971,900	582,900	292,000	815,400	323,100	163,900	22,000	71,100
36	Water Connection Fees	-	-	-	-	-	-	-	-	-	-
37	Transfer from Operations	107,300	145,300	299,600	60,400	849,000	31,900	60,600	200,200	175,800	132,100
38	Debt Issuance (Net of Capitalized Interest) [3]	-	5,300,000	-	-	-	-	-	-	-	-
39	<b>Total Available Capital Funds</b>	<b>1,407,300</b>	<b>6,166,100</b>	<b>1,271,500</b>	<b>643,300</b>	<b>1,141,000</b>	<b>847,300</b>	<b>383,700</b>	<b>364,100</b>	<b>197,800</b>	<b>203,200</b>
40	Major Capital Improvements	686,500	5,194,200	688,600	351,300	325,600	524,200	219,800	342,100	126,700	45,700
41	<b>Ending Balance - Capital Funds</b>	<b>720,800</b>	<b>971,900</b>	<b>582,900</b>	<b>292,000</b>	<b>815,400</b>	<b>323,100</b>	<b>163,900</b>	<b>22,000</b>	<b>71,100</b>	<b>157,500</b>
<b>Debt Service Coverage</b>											
Revenue Bond Debt Service Coverage											
42	Net Operating Revenues Available for Debt Service	497,400	682,400	884,700	909,400	899,700	930,600	962,200	995,100	959,200	921,200
43	Annual Revenue Bond Debt Service [4]	330,339	330,607	381,736	561,667	558,268	515,148	513,997	513,479	515,303	515,233
44	Debt Service Coverage	1.51	2.06	2.32	1.62	1.61	1.81	1.87	1.94	1.86	1.79
Total Debt Service Coverage											
45	Net Operating Revenues Available for Debt Service	497,400	682,400	884,700	909,400	899,700	930,600	962,200	995,100	959,200	921,200
46	Annual Total Debt Service	496,100	499,200	550,300	823,000	752,000	777,300	779,800	781,200	780,700	786,300
47	Debt Service Coverage	1.00	1.37	1.61	1.10	1.20	1.20	1.23	1.27	1.23	1.17

[1] Debt Reserve from the 1999A Revenue Bond.

[2] Minimum Annual Operating Balance equal to 60 days of operating revenues.

[3] Total Debt Issue of \$5,750,500, 20 year term, 4.25 percent interest rate.

[4] Includes Revenue Bonds Series 1999A, 2007, 2013, 2014 through proposed Series 2017. See Debt Service Table for additional detail.

## **2.6 Alternative Water Utility Financial Plan**

An alternative financial plan has been assembled based on an intermediate demand forecast for the City. This financial plan scenario shows the outcome of increased demand for the City. Due to the increased water system demand, the revenues under existing and proposed rates are higher and the operating costs are higher because of an increased water supply fee. With the higher revenues associated under this scenario, no additional revenue increases are needed.

### **2.6.1 Operating Flow of Funds**

A detailed cash flow is presented in Table 2-8. Line 1 of Table 2-8 shows user revenues under existing rates. As mentioned above, this revenue stream is higher than what is shown in Table 2-7 due to the increased water system demand. Lines 2 through 10 present the proposed revenue increases. As can be seen, no additional revenue increases are anticipated to be needed throughout the forecast period beyond adjustments approved or planned through 2018. Total user revenues are summarized on Line 12. Lines 13 through 19 present other water fund revenues, which are projected consistent with assumptions described for Table 2-7. Line 20 shows the total operating revenue forecasted over the study period. Total revenue is projected to range from \$1,678,700 in 2016 to \$3,192,600 in 2025.

Operating revenue requirements are shown on Lines 21 through 27 of Table 2-8. The operations and maintenance expenses are higher than those shown previously in Table 2-3, due to increased water purchases. Interfund obligations and existing and proposed debt service are consistent with assumptions used in Table 2-7.

Total revenue requirements are summarized on Line 27 of Table 2-8. This amount is deducted from Line 20 total revenue to determine the annual operating balance. In this scenario, the operating balance is positive after 2017.

### **2.6.2 Capital Flow of Funds**

The capital flow of funds is shown in Table 2-8 on Lines 35 through 41.

Sources of funds include a transfer of funds from the operating balance and the issuance of debt. In FY 2016, the transfer from operating funds is approximately \$107,300. Capital improvement projects shown on Line 40 are consistent with that shown in Table 2-5.

Line 41 of Table 2-8 shows the annual capital balance. As can be seen, the balance in all years of the forecast show enough funding sources for the capital in each year, leaving a positive capital balance on Line 41. Additional cash flow made available by the higher commercial account growth and related

revenues accumulates in the capital fund ending balance in this scenario. By 2025, an estimated balance of \$3.15 million is projected to be available.

Utility debt service coverage is calculated on Lines 42 through 47. Both revenue bond debt service coverage and all-in debt service coverage show substantial improvement over coverage projections shown in Table 2-7.

**Table 2-8: Alternative Water Utility Financial Plan**

Line No.	Projected										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
<b>Water Utility Operating Flow of Funds</b>											
1	Revenue Under Existing Rates	1,501,500	1,765,600	2,026,000	2,172,000	2,318,000	2,464,200	2,610,600	2,757,000	2,903,600	3,050,400
<b>Proposed Revenue Adjustments</b>											
	<u>Year</u>	<u>Month</u>	<u>Increase</u>								
2	2017	1	0.0%	-	-	-	-	-	-	-	-
3	2018	1	0.0%	-	-	-	-	-	-	-	-
4	2019	1	0.0%	-	-	-	-	-	-	-	-
5	2020	1	0.0%	-	-	-	-	-	-	-	-
6	2021	1	0.0%	-	-	-	-	-	-	-	-
7	2022	1	0.0%	-	-	-	-	-	-	-	-
8	2023	1	0.0%	-	-	-	-	-	-	-	-
9	2024	1	0.0%	-	-	-	-	-	-	-	-
10	2025	1	0.0%	-	-	-	-	-	-	-	-
11	Total Proposed Additional Revenue	-	-	-	-	-	-	-	-	-	-
12	Total Water User Charge Revenue	1,501,500	1,765,600	2,026,000	2,172,000	2,318,000	2,464,200	2,610,600	2,757,000	2,903,600	3,050,400
<b>Other Water Fund Revenues</b>											
13	Water Connection Fees	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
14	Interest Income	50,000	50,000	50,000	50,000	15,000	15,000	15,000	15,000	15,000	15,000
15	Penalties	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
16	Tower Rental	21,700	21,700	21,700	21,700	21,700	21,700	21,700	21,700	21,700	21,700
17	Reimbursed Expense	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
18	G.O. Principal (transfer from DSF 40)	68,500	68,500	68,500	68,500	68,500	68,500	68,500	68,500	68,500	68,500
19	Total Other Water Fund Revenues	177,200	177,200	177,200	177,200	142,200	142,200	142,200	142,200	142,200	142,200
20	<b>Grand Total Water Revenue</b>	<b>1,678,700</b>	<b>1,942,800</b>	<b>2,203,200</b>	<b>2,349,200</b>	<b>2,460,200</b>	<b>2,606,400</b>	<b>2,752,800</b>	<b>2,899,200</b>	<b>3,045,800</b>	<b>3,192,600</b>
<b>Revenue Requirements</b>											
21	Operation and Maintenance Expense	1,181,300	1,169,100	1,104,100	1,175,200	1,250,900	1,331,500	1,417,600	1,509,200	1,606,600	1,710,300
<b>Interfund Obligations</b>											
22	Capital Improvement Fund	5,000	5,000	5,000	5,000	40,400	40,400	-	-	-	-
23	Sewer Fund	10,000	10,000	10,000	10,000	68,300	68,300	-	-	-	-
<b>Debt Service</b>											
24	Existing Debt	496,100	499,200	550,300	390,400	319,400	344,700	347,200	348,600	348,100	353,700
25	Proposed Debt	-	-	-	432,600	432,600	432,600	432,600	432,600	432,600	432,600
26	Total Debt Service	496,100	499,200	550,300	823,000	752,000	777,300	779,800	781,200	780,700	786,300
27	<b>Total Revenue Requirements</b>	<b>1,692,400</b>	<b>1,683,300</b>	<b>1,669,400</b>	<b>2,013,200</b>	<b>2,111,600</b>	<b>2,217,500</b>	<b>2,197,400</b>	<b>2,290,400</b>	<b>2,387,300</b>	<b>2,496,600</b>
28	<b>Annual Operating Balance</b>	<b>(13,700)</b>	<b>259,500</b>	<b>533,800</b>	<b>336,000</b>	<b>348,600</b>	<b>388,900</b>	<b>555,400</b>	<b>608,800</b>	<b>658,500</b>	<b>696,000</b>
29	Beginning Balance - Operating Fund	397,000	276,000	319,400	362,200	386,200	404,400	428,400	452,500	476,600	500,700
30	Funds from Operating Balance	(13,700)	259,500	533,800	336,000	348,600	388,900	555,400	608,800	658,500	696,000
31	Bond Reserve Release [1]	-	-	-	-	815,600	-	-	-	-	-
32	Transfer to Capital	(107,300)	(216,100)	(491,000)	(312,000)	(1,146,000)	(364,900)	(531,300)	(584,700)	(634,400)	(671,900)
33	<b>Ending Balance - Operating Funds</b>	<b>276,000</b>	<b>319,400</b>	<b>362,200</b>	<b>386,200</b>	<b>404,400</b>	<b>428,400</b>	<b>452,500</b>	<b>476,600</b>	<b>500,700</b>	<b>524,800</b>
34	Minimum Annual Operating Balance [2]	276,000	319,400	362,200	386,200	404,400	428,400	452,500	476,600	500,700	524,800
<b>Water Utility Capital Flow of Funds</b>											
35	Beginning Balance - Capital Funds	1,300,000	720,800	1,042,700	845,100	805,800	1,626,200	1,466,900	1,778,400	2,021,000	2,528,700
36	Water Connection Fees	-	-	-	-	-	-	-	-	-	-
37	Transfer from Operations	107,300	216,100	491,000	312,000	1,146,000	364,900	531,300	584,700	634,400	671,900
38	Debt Issuance (Net of Capitalized Interest) [3]	-	5,300,000	-	-	-	-	-	-	-	-
39	<b>Total Available Capital Funds</b>	<b>1,407,300</b>	<b>6,236,900</b>	<b>1,533,700</b>	<b>1,157,100</b>	<b>1,951,800</b>	<b>1,991,100</b>	<b>1,998,200</b>	<b>2,363,100</b>	<b>2,655,400</b>	<b>3,200,600</b>
40	Major Capital Improvements	686,500	5,194,200	688,600	351,300	325,600	524,200	219,800	342,100	126,700	45,700
41	<b>Ending Balance - Capital Funds</b>	<b>720,800</b>	<b>1,042,700</b>	<b>845,100</b>	<b>805,800</b>	<b>1,626,200</b>	<b>1,466,900</b>	<b>1,778,400</b>	<b>2,021,000</b>	<b>2,528,700</b>	<b>3,154,900</b>
<b>Debt Service Coverage</b>											
Revenue Bond Debt Service Coverage											
42	Net Operating Revenues Available for Debt Service	497,400	773,700	1,099,100	1,174,000	1,209,300	1,274,900	1,335,200	1,390,000	1,439,200	1,482,300
43	Annual Revenue Bond Debt Service [4]	330,339	330,607	381,736	561,667	558,268	515,148	513,997	513,479	515,303	515,233
44	Debt Service Coverage	1.51	2.34	2.88	2.09	2.17	2.47	2.60	2.71	2.79	2.88
Total Debt Service Coverage											
45	Net Operating Revenues Available for Debt Service	497,400	773,700	1,099,100	1,174,000	1,209,300	1,274,900	1,335,200	1,390,000	1,439,200	1,482,300
46	Annual Total Debt Service	496,100	499,200	550,300	823,000	752,000	777,300	779,800	781,200	780,700	786,300
47	Debt Service Coverage	1.00	1.55	2.00	1.43	1.61	1.64	1.71	1.78	1.84	1.89

[1] Debt Reserve from the 1999A Revenue Bond.

[2] Minimum Annual Operating Balance equal to 60 days of operating revenues.

[3] Total Debt Issue of \$5,750,500, 20 year term, 4.25 percent interest rate.

[4] Includes Revenue Bonds Series 1999A, 2007, 2013, 2014 through proposed Series 2017. See Debt Service Table for additional detail.

## 3.0 PROPOSED TAP FEES

### 3.1 Introduction

The City refers to the one-time fee charged to its new customer connections as a tap fee. This fee is intended to reasonably recover the cost associated with capacity in the system to accommodate new connections. Within the water industry, these types of fees are frequently referred to as system development charges, connection fees, or impact fees. Currently, the City's residential water tap fee is \$1,600 and the commercial water tap fee is \$1,900 for connections up to 1 inch. Commercial connections greater than 1 inch include additional fees for parts and materials. As a part of this Study, the City's current tap fees were reviewed.

Properly applied, the use of tap fees should result in new connections paying their proportionate share of water system development costs, thereby lowering the burden of development costs that existing ratepayers would otherwise fund through user charges. Tap fees may also reduce the overall level of debt financing that may be necessary to build new facilities. Additionally, by utilizing tap fees future customers will pay for historical investment in facilities made by existing customers. Ultimately, the use of tap fees enables new customers who directly benefit from the service to pay for the service, rather than receive a subsidy from all other customers through user charges.

Tap fees should be implemented with appropriate consideration of legal authority and statutory requirements, which vary by state. Some important elements in the development of tap fees are summarized or referenced in this section of the report. However, this report should not be considered legal advice pertaining to the implementation or use of tap fees.

Generally speaking, a reasonable relationship must exist between the fees charged and the cost of providing capacity to the customer. This relationship is typically referred to as a rational nexus, which is a foundational concept in the development of tap fees. Having a rational nexus means that the tap fee has a reasonable relationship to the benefits received, and that new customers pay their proportionate share of the cost of capacity.

The City does not receive the current tap fee until the application for the building permit is filed. Additionally, the City is planning to add further capacity improvement projects to accommodate future growth. The remainder of this section of the report describes the analysis used to assign new customers their proportionate share of system capacity costs. As such, the City is establishing a rational nexus between capacity provided in the system, the proportionate share to be recovered from new customers, and the proposed tap fees.

## 3.2 Methodology

Different approaches may be used in the determination of tap fees. The American Water Works Association (AWWA) M1 Manual of Practice indicates the three most common methods for determining tap fees are:

- Buy-In Method, which is based on the value of the existing capacity;
- Incremental Cost Method, which is based on the value or cost to expand the system's capacity, and,
- Combined Approach, which is based on the blended value of the existing and expanded system's capacity.

The Buy-In Method was selected for use in the update of the City's tap fees. Under the Buy-In Method, tap fees for new customers reflect the current value of providing capacity to serve additional users. Under this method, the new customer is effectively on par with the value of capacity contributed by existing customers and shares equally in the responsibility for system capacity. There are two advantages associated with the use of the Buy-In Method for this analysis.

- The Buy-In Method is commonly accepted and relatively easy to explain;
- Because the approach uses the current cost of existing capacity, it is not dependent future capital projects and capital spending to justify the level of fee. In other words, the resulting fee is justifiable regardless of the path the City moves forward with pertaining to expanded water supply capacity and storage.

The steps involved in the Buy-In Method include system valuation, determination of applicable credits, equivalent unit development, and the design of tap fees. Each of these steps is described herein.

## 3.3 System Valuation

The first step in the Buy-In Method is valuing the system infrastructure. Burns & McDonnell examined the fixed asset records maintained for the water utility as of September 30, 2015, which is the end of the most recently completed fiscal year. Fixed assets are characterized as Buildings and Improvements, Construction in Progress, Infrastructure, Land and Improvements, Machinery and Equipment, and Office Equipment and Furniture. Assets included in the tap fee development should directly relate to capacity-producing assets that serve as the backbone of the water utility system. As such, Construction in Progress and Infrastructure asset categories were included in the evaluation. A review of assets included in the other categories indicated they were more of a general nature, such as a portion of City Hall costs, field machinery such as backhoes and electronic equipment, and office computers. Table 3-1 summarizes the original cost, accumulated depreciation, and remaining value of the existing infrastructure assets. As

shown on Table 3-1, original cost less depreciation (OCLD) values of the selected assets on the City's books totaled nearly \$3.8 million.

**Table 3-1: Original Cost Less Depreciation of Backbone Assets as of 9/30/2015**

System No.	Description	Date In Service	Years Life	Original Cost	Accumulated Depreciation	Original Cost less Depreciation
Construction in Process						
373	Professional services - ground storage tank	9/30/2014	0	\$ 1,931	\$ -	\$ 1,931
396	CIP Water Lines	8/1/2015	0	\$ 137,679	\$ -	\$ 137,679
Total Construction In Process				\$ 139,610	\$ -	\$ 139,610
Infrastructure						
60	Water System-1993/1994B Including refunding previous series	9/30/1990	40	\$ 360,000	\$ 225,750	\$ 134,250
61	Water/Sewer System-1994A Series - Water Portion	9/30/1994	40	\$ 2,738,300	\$ 1,443,319	\$ 1,294,981
66	Bar Screen SW Plant - Water portion	9/1/2004	10	\$ 12,631	\$ 12,631	\$ -
70	12' WT line Centennial Farms - Water portion	6/15/2005	40	\$ 15,061	\$ 3,892	\$ 11,169
72	Sioux Chief Water/Sewer Project Missouri Grant - Water portion	7/1/2005	40	\$ 403,022	\$ 103,275	\$ 299,746
71	Water line-Harper Harper farm	7/15/2005	40	\$ 26,767	\$ 6,858	\$ 19,909
75	Water / Tower / Line Project EPA/COPS2004/UF	9/15/2006	40	\$ 1,516,449	\$ 344,360	\$ 1,172,089
76	Water / Tower / Line Project Final	10/1/2006	40	\$ 228,639	\$ 51,444	\$ 177,195
135	New Meter Sets	10/24/2007	10	\$ 3,667	\$ 2,903	\$ 764
102	Sewer- Trenchless Liner at Peculiar Golf & Learning Center	8/1/2008	40	\$ 17,280	\$ 3,096	\$ 14,184
134	Meter Change Out Program	8/20/2008	10	\$ 17,116	\$ 12,124	\$ 4,992
137	New Meter Sets	2/4/2009	10	\$ 2,000	\$ 1,333	\$ 667
138	Meter Changeouts	2/19/2009	10	\$ 1,721	\$ 1,133	\$ 588
169	MEADOW VIEW ESTATES METERS	10/10/2010	10	\$ 9,798	\$ 4,899	\$ 4,899
184	Broadway Main Replacement	2/1/2012	40	\$ 112,050	\$ 10,271	\$ 101,779
241	negative asset	9/30/2012	0	\$ 245	\$ (108,329)	\$ 108,574
370	Ground Water Storage Tank Renovation	8/25/2014	30	\$ 239,068	\$ 8,633	\$ 230,435
400	Ground Water Storage Tank Renovation	5/11/2015	25	\$ 54,879	\$ 882	\$ 53,997
Total Infrastructure				\$ 5,758,693	\$ 2,128,476	\$ 3,630,217
Total Construction in Process and Infrastructure				\$ 5,898,303	\$ 2,128,476	\$ 3,769,827

As shown on Table 3-1, the selected assets have been placed in service beginning in 1990 up through 2015. These costs were recorded into the fixed asset system based on the cost incurred at the time of construction, and do not reflect current value in 2016 dollars. To reflect the current value of these assets, a replacement cost has been developed and is shown in Table 3-2.

Replacement costs represent the current day cost of replicating the existing assets. Development of replacement cost is achieved by applying construction cost inflation indices. Inflation factors were sourced from the Handy-Whitman Index of Public Utility Construction Costs, Cost Trends of Water Utility Construction for the North Central Region. After bringing the cost of the infrastructure up to today's value, the replacement cost assets are then depreciated to reflect the wear and tear that has been incurred since they were placed in service. This replacement cost less depreciation (RCLD) value represents a value in today's dollars while also recognizing the assets being valued are not new.

**Table 3-2: Replacement Cost Less Depreciation of Backbone Assets as of 9/30/2015**

System No.	Description	Original Cost less Depreciation	Eligible Backbone Infrastructure	Eligible Original Cost less Depreciation	Handy-Whitman Inflation Factor	Replacement Cost less Depreciation
<b>Construction in Process</b>						
373	Professional services - ground storage tank	\$ 1,931	100%	\$ 1,931	1.0	\$ 1,931
396	CIP Water Lines	\$ 137,679	100%	\$ 137,679	1.0	\$ 137,679
<b>Total Construction In Process</b>		<b>\$ 139,610</b>		<b>\$ 139,610</b>		<b>\$ 139,610</b>
<b>Infrastructure</b>						
60	Water System-1993/1994B Including refunding previous series	\$ 134,250	100%	\$ 134,250	2.3	\$ 314,776
61	Water/Sewer System-1994A Series - Water Portion	\$ 1,294,981	100%	\$ 1,294,981	2.1	\$ 2,717,265
66	Bar Screen SW Plant - Water portion	\$ -	0%	\$ -		\$ -
70	12' WT line Centennial Farms - Water portion	\$ 11,169	100%	\$ 11,169	1.6	\$ 18,415
72	Sioux Chief Water/Sewer Project Missouri Grant - Water portion	\$ 299,746	0%	\$ -		\$ -
71	Water line-Harper Harper farm	\$ 19,909	100%	\$ 19,909	1.6	\$ 32,826
75	Water / Tower / Line Project EPA/COPS2004/UF	\$ 1,172,089	100%	\$ 1,172,089	1.9	\$ 2,224,216
76	Water / Tower / Line Project Final	\$ 177,195	100%	\$ 177,195	1.9	\$ 336,255
135	New Meter Sets	\$ 764	0%	\$ -		\$ -
102	Sewer- Trenchless Liner at Peculiar Golf & Learning Center	\$ 14,184	0%	\$ -		\$ -
134	Meter Change Out Program	\$ 4,992	0%	\$ -		\$ -
137	New Meter Sets	\$ 667	0%	\$ -		\$ -
138	Meter Changeouts	\$ 588	0%	\$ -		\$ -
169	MEADOW VIEW ESTATES METERS	\$ 4,899	0%	\$ -		\$ -
184	Broadway Main Replacement	\$ 101,779	100%	\$ 101,779	1.1	\$ 110,338
241	negative asset	\$ 108,574	0%	\$ -		\$ -
370	Ground Water Storage Tank Renovation	\$ 230,435	100%	\$ 230,435	1.0	\$ 230,435
400	Ground Water Storage Tank Renovation	\$ 53,997	100%	\$ 53,997	1.0	\$ 53,997
<b>Total Infrastructure</b>		<b>\$ 3,630,217</b>		<b>\$ 3,195,803</b>		<b>\$ 6,038,523</b>
<b>Total Construction in Process and Infrastructure</b>		<b>\$ 3,769,827</b>		<b>\$ 3,335,412</b>	<b>\$ -</b>	<b>\$ 6,178,132</b>

One additional step has been added in the determination of RCLD. For each asset in the Construction in Process or Infrastructure categories, an evaluation of whether or not the underlying assets were eligible backbone facilities was performed. For instance, meter sets are not generally included in tap fee assessments, and have been excluded from the analysis. Also, the Sioux Chief project, which is indicated to have been funded by Missouri Grants, was also excluded, since that asset was contributed and not paid for by existing customers of the system. In total, the OCLD value was reduced from nearly \$3.8 million to approximately \$3.3 million. Adjusting for inflation, the RCLD of the remaining assets is valued at approximately \$6.2 million.

### 3.4 Outstanding Debt

The City's water utility does have outstanding debt. Because this debt will likely be paid from user charges received from both existing and future users, the value of the outstanding principal should be excluded from the valuation. Doing so prevents the potential to double count the cost of the asset

recovered through the tap fee and debt service as paid through user charges. Table 3-3 summarizes the water utility outstanding principal as of September 30, 2015, and adjusts the principal to derive the water-only portion. Outstanding water utility principal is approximately \$3.9 million.

**Table 3-3: Outstanding Water Utility Principal as of 9/30/2015**

	Series					
	<u>2014</u>	<u>2013</u>	<u>2007</u>	<u>1999A</u>	<u>2013 COP</u>	<u>Total</u>
2016	\$ 21,419	\$ 25,000	\$ 175,000	\$ 42,500	\$ 22,800	\$ 286,719
2017	\$ 22,184	\$ 25,000	\$ 185,000	\$ 42,500	\$ 26,600	\$ 301,284
2018	\$ 22,949	\$ 25,000	\$ 245,000	\$ 45,000	\$ 26,600	\$ 364,549
2019	\$ 23,714	\$ 25,000	\$ -	\$ 45,000	\$ 129,200	\$ 222,914
2020	\$ 23,714	\$ 25,000	\$ -	\$ 45,000	\$ 136,800	\$ 230,514
2021	\$ 25,244	\$ 27,500	\$ -	\$ -	\$ 209,000	\$ 261,744
2022	\$ 25,244	\$ 27,500	\$ -	\$ -	\$ 216,600	\$ 269,344
2023	\$ 26,009	\$ 27,500	\$ -	\$ -	\$ 224,200	\$ 277,709
2024	\$ 26,774	\$ 30,000	\$ -	\$ -	\$ 228,000	\$ 284,774
2025	\$ 28,304	\$ 30,000	\$ -	\$ -	\$ 239,400	\$ 297,704
2026	\$ 29,069	\$ 30,000	\$ -	\$ -	\$ 247,000	\$ 306,069
2027	\$ 29,834	\$ 32,500	\$ -	\$ -	\$ 253,200	\$ 315,534
2028	\$ 30,599	\$ 35,000	\$ -	\$ -	\$ -	\$ 65,599
2029	\$ 32,129	\$ 35,000	\$ -	\$ -	\$ -	\$ 67,129
2030	\$ 33,659	\$ 37,500	\$ -	\$ -	\$ -	\$ 71,159
2031	\$ 34,424	\$ 40,000	\$ -	\$ -	\$ -	\$ 74,424
2032	\$ 34,424	\$ 40,000	\$ -	\$ -	\$ -	\$ 74,424
2033	\$ 34,424	\$ 42,500	\$ -	\$ -	\$ -	\$ 76,924
2034	\$ 35,189	\$ 45,000	\$ -	\$ -	\$ -	\$ 80,189
	\$ 539,306	\$ 605,000	\$ 605,000	\$ 220,000	\$ 1,959,400	\$ 3,928,706
Water-Only Portion						
Ratio	100%	100%	100%	100%	100%	
Value	\$ 539,306	\$ 605,000	\$ 605,000	\$ 220,000	\$ 1,959,400	\$ 3,928,706

### 3.5 Equivalent Unit Development

Table 3-4 details the development of current utilization of the City's water system. Based on existing City records and engineering assessments, the current average day demand including water losses is approximately 260,000 gallons, with a maximum day demand of 390,000 gallons. The City's population, based on information from the U.S. Census Bureau, is 4,797. Dividing daily demand by the City's population yields an average use per person of approximately 54 gallons per day and 81 gallons per day for maximum day. The number of residents per household is estimated to be 2.67, based on U.S. Census Bureau information. Multiplying the average use per day per person by the number of persons per

household provides an equivalent residential unit demand of 145 gallons per day on average and 217 gallons per day on maximum day.

**Table 3-4: Equivalent Unit Development**

<u>Description</u>	<u>Average</u> <u>Day</u>	<u>Maximum</u> <u>Day</u>
Current system demand in gallons	260,000	390,000
Population	4,797	4,797
Gallons per day per person	54	81
Persons per residential account	2.67	2.67
Gallons per day per equivalent residential unit	145	217

### 3.6 Tap Fee Development

Using the information illustrated in Tables 3-2 through 3-4, a tap fee may be calculated for a residential equivalent unit. Table 3-5 shows this calculation, and indicates the proposed tap fee to be \$1,252 per equivalent connection. The value is based on the net system value of approximately \$2.2 million, which is determined by subtracting the outstanding water principal previously identified in Table 3-3 from the RCLD previously shown in Table 3-2. This system value is divided by the maximum day demand from Table 3-4 to establish the price per gallon of \$5.77. This unit price is applied to the equivalent residential demand of 217 gallons per maximum day to derive the proposed tap fee for a residential connection.

**Table 3-5: Tap Fee for an Equivalent Residential Unit**

Replacement Cost less Depreciation	\$ 6,178,132
Less: Outstanding Debt	<u>\$ 3,928,706</u>
Net System Value	\$ 2,249,426
System Demand in Gallons	390,000
Price per Gallon	\$ 5.77
Equivalent Residential Unit in Gallons	217
Calculated Impact Fee	\$ 1,252

Using the tap fee for an equivalent residential unit and an equivalency factor based on meter capacity, tap fees may be calculated for larger meter sizes. The equivalency factors reflect capacity factors documented in AWWA's M-1 rates manual Table VI.2-5. As shown in Table 3-6, tap fees for up to 4 inch connections

have been calculated. It is recommended that connections above 4 inches be evaluated on a case by case basis, taking into consideration the anticipated demand associated with the proposed development.

**Table 3-6: Proposed Tap Fees by Meter Size**

<u>Meter Size</u>	<u>Equivalency Ratio</u>	<u>Proposed Water Tap Fee</u>
5/8"	1.0	\$ 1,300
3/4"	1.0	\$ 1,300
1"	1.7	\$ 2,200
1.5"	3.3	\$ 4,300
2"	5.3	\$ 6,900
3"	10.4	\$ 13,500
4"	16.7	\$ 21,700

### 3.7 Comparison of Regional Tap Fees

A final consideration for tap fees is a comparison of the proposed tap fees to neighboring utilities. Table 3-7 shows the comparison of existing and proposed tap fees for the City to other regional water purveyors. The proposed tap fees developed in this report appear to be competitive with other regional water utility tap fees.

**Table 3-7: Comparison of Regional Tap Fees**

	Existing Peculiar Residential	Existing Peculiar Commercial	Proposed Peculiar	Cass PWSD#2	Cass PWSD#7	Cass PWSD#10	Harrisonville (a)	Belton (b)		Raymore (c)			Pleasant Hill (d)
								Min	Max	Displacement / Compound	Class 1 Turbine	Class 2 Turbine	
5/8"	\$ 1,600		\$ 1,300		\$ 4,000		\$ 774						\$ 1,770
3/4"	\$ 1,600	\$ 1,900	\$ 1,300	\$ 4,500	\$ 4,000			\$ 3,090	\$ 3,090	\$ 2,318			
1"		\$ 1,900	\$ 2,200	\$ 6,563	\$ 4,000	\$ 3,400		\$ 4,944	\$ 4,944	\$ 3,621			
1 1/2"		\$ 1,900	\$ 4,300	\$ 13,125	\$ 4,000			\$ 6,180	\$ 9,888	\$ 4,525	\$ 7,240		
2"		\$ 1,900	\$ 6,900	\$ 21,000	\$ 4,000			\$ 12,360	\$ 14,832	\$ 9,049	\$ 10,862	\$ 10,862	
3"		\$ 1,900	\$ 13,500	\$ 4,000	\$ 4,000			\$ 18,540	\$ 33,867	\$ 13,575	\$ 22,626	\$ 24,890	
4"		\$ 1,900	\$ 21,700	\$ 4,000	\$ 4,000			\$ 24,670	\$ 61,800	\$ 18,133	\$ 36,245	\$ 45,254	

(a) Harrison fees above 5/8" are based on EDU. EDU's are determined based on average use per day, or case-by-case for larger connectoins. Currently, 55% of fee is waived. Water fee of \$1,720 per EDU without waiver.  
 (b) Belton fees include a range for meters size at or above 1.5" based on meter type.  
 (c) Raymore fees exclude meter supply fee. Impact fees vary by type of meter.  
 (d) Tap fees over 3/4" are based on actual cost.

Burns & McDonnell recommends the City review its tap fee calculation approximately every 5 years.



CREATE AMAZING.

Burns & McDonnell World Headquarters  
9400 Ward Parkway  
Kansas City, MO 64114  
O 816-333-9400  
F 816-333-3690  
[www.burnsmcd.com](http://www.burnsmcd.com)

Not knowing in advance how many meters of each size you will connect in the coming years, I made the assumption that the meter sizes of new connections will be in the same ratio as the currently connected customers. That distribution is shown in the right - hand column of Table 3, page 16. For example, 98 percent of your current customers are served by three - quarter inch meters. Therefore, I projected that 98 percent of new customers in the future will also be served by three - quarter inch meters.

**Recommendations for Tap - on Fees**

The following recommended tap - on fees are indicated by the Scenario 1 model. These are the fees that I recommend you adopt initially.

Table 1 - Recommended Tap - on Fees

<b>Meter Size in Inches</b>	<b>Tap Fee; In-city Customer</b>	<b>Tap Fee; Out of City Customer (50% More)</b>
Five Eighths	\$2,107	\$3,161
Three Quarters	\$2,107	\$3,161
One Inch	\$5,156	\$7,734
One & a Half Inch	\$10,237	\$15,355
Two Inch	\$32,592	\$48,889
Two & a Half Inch	\$60,537	\$90,806
Three Inch	\$88,482	\$132,722
Four Inch	\$152,500	\$228,750
Six Inch	\$325,249	\$487,873
Eight Inch	\$569,129	\$853,694
Ten Inch	\$853,656	\$1,280,484
Twelve Inch	\$1,077,213	\$1,615,820

*1. Calculation of tap - on fee revenues shown in Table 4, page 17, assumed you will make these adjustments early enough to enable you to collect at these rates for new connections made after May 1, 2016.*

*2. If all goes as modeled, on the one - year anniversary of making the rate adjustments called for above, or at the same time you make other rate and fee adjustments, whichever comes first, and for several years thereafter, raise all tap - on fees across the board by 3.0 percent.*

**CITY OF PECULIAR**  
**COMPREHENSIVE FEE SCHEDULE (Proposed, June 2016)**  
**IAW SECTION 400.100: FEES**

**Planning:**

Special Use Permit	\$250
Rezone {Zoning & Comp Plan Amendments}	\$450
Preliminary Plats	\$200 minimum + \$10 per lot
Final Plats	\$200 minimum + \$10 per lot
Variance	\$250 + Court Reporter Costs
Sign	\$ Based on 1997 UBC Valuation Table
Temporary Use Permit	\$20
Temporary Sign Permit	\$20
Public Notice (Newspaper & Certified Mailing)	\$ Actual Cost of Public Noticing

**Utilities:**

Outside Meter Testing	\$50.00
Water Service Disconnect Fee	\$ (½ Tap Fee)
Water Tap – 5/8"	\$1,300 + PWSD #7 fee (\$200 or \$400) if applicable
Water Tap – 3/4"	\$1,300 + PWSD #7 fee (\$200 or \$400) if applicable
Water Tap – 1"	\$2,200 + Parts Cost
Water Tap – 1.5"	\$4,300 + Parts Cost
Water Tap – 2"	\$6,900 + Parts Cost
Water Tap – 3"	\$13,500 + Parts Cost
Water Tap – 4"	\$21,700 + Parts Cost
Water Tap – Irrigation	\$1,000

**Sewer Tap – Based Upon Water Meter Size (Inches)**

	<u>Within City Limits</u>	<u>Outside City Limits</u>
Sewer Service Disconnect Fee	\$ (½ Tap Fee)	\$ (½ Tap Fee)
Sewer Tap – 5/8"	\$2,107	\$3,161
Sewer Tap – 3/4"	\$2,107	\$3,161
Sewer Tap – 1"	\$5,156	\$7,734
Sewer Tap – 1.5"	\$10,237	\$15,355
Sewer Tap – 2"	\$32,592	\$48,889
Sewer Tap – 2.5"	\$60,537	\$90,806
Sewer Tap – 3"	\$88,482	\$132,722
Sewer Tap – 4"	\$152,500	\$228,750
Sewer Tap – 6"	\$325,249	\$487,873
Sewer Tap – 8"	\$569,129	\$853,694
Sewer Tap – 10"	\$853,656	\$1,280,484
Sewer Tap – 12"	\$1,077,213	\$1,615,820
Utility Deposit (Water and Sewer) – Residential (Owner Dwelling)	\$150	
Utility Deposit (Water and Sewer) – Residential (Rental Dwelling)	\$200	
Utility Deposit (Water and Sewer) - Commercial	\$300	
Utility Deposit (Sewer only) – Residential or Commercial	\$100	

**CITY OF PECULIAR**  
**COMPREHENSIVE FEE SCHEDULE (Proposed, June 2016)**  
**IAW SECTION 400.100: FEES**

**Building Permits:**

Real Estate Home Inspection (Water Service for 24 hours)	\$50
Building Permit {Residential, Commercial & Industrial}	\$ Based on 1997 UBC Valuation Table
Building Permit {Driveway, Deck, Pool and Shed}	\$ Based on 1997 UBC Valuation Table
Fence	\$10
Plumbing Inspection Fee - Residential	\$15
Plumbing Inspection Fee - Commercial	\$20
HVAC Inspection Fee - Residential	\$20
HVAC Inspection Fee - Commercial & Industrial	\$35
Electrical Inspection Fee - Residential	\$10
Electrical Inspection Fee - Commercial & Industrial	\$20
Demolition	\$100
Street Cut/ROW Excavation	\$25
Storm Water	\$300
Park Fee Residential	\$300
Park Fee Commercial & Industrial	\$ ____ (\$0.017 per sq. ft.)
East/West Growth Fee Residential	\$1,000
East/West Growth Fee Commercial	\$ 2,625
East/West Growth Fee Industrial	\$ 3,000
Commercial/Industrial Building Plan Review	\$ Actual Cost of Contracted Service (if necessary)

**Public Works:**

Land-Disturbance Permit (Fully Credited towards an associated Building Permit)	\$300
City Engineer Preliminary Site Plan Review	\$200 + \$50/hr for every hour over (4) hours
City Engineer Final Site Plan Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Preliminary Plat Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Final Plat & Infrastructure Review	\$800 + \$50/hr for every hour over (16) hours
Public Works Contract Inspector	\$40 per hour

**RESOLUTION 2016 -17**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AN AMENDED COMPREHENSIVE FEE SCHEDULE, DATED JUNE 2016.**

**WHEREAS**, the City of Peculiar has established a comprehensive fee schedule In-Accordance-With Section 400.100: Fees of the Municipal Code to show charges and/or fees for services provided by the City; and

**WHEREAS**, The City of Peculiar recognizes the established charges and/or fees for City services should represent the City's cost(s) to process such permits and/or entitlements; and

**WHEREAS**, the City of Peculiar established a comprehensive fee schedule with the intent to be revised from time to time as necessary.

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

**Section 1.** The City of Peculiar establishes An Amended Comprehensive Fee Schedule, Dated June, 2016, shown as Exhibit A, which may be modified as necessary, as approved by the Board of Aldermen.

**Section 2. *Effective Date.*** The effective date of this Resolution shall be \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Alderman Ford	_____	Alderman Ray	_____
Alderman Hammack	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	Alderman Harlan	_____

APPROVED:

ATTEST:

\_\_\_\_\_  
Holly Stark, Mayor

\_\_\_\_\_  
Janet Burlingame, City Clerk

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Alderman  
**From:** Brad Ratliff with Janet Burlingame  
**Date:** June 20, 2016  
**Re:** Official Paper of Record for the City

---

#### **GENERAL INFORMATION**

---

**Applicant:**

**Status of Applicant:**

**Requested Actions:** Approve Official Paper of Record

**Date of Application:**

**Purpose:** The City must have an Official Newspaper to place Legal Notices

**Property Location (if applicable):**

---

#### **PROPOSAL**

---

An RFP for the City's official paper of record was submitted. Throughout the past 8 years, the City has maintained a good relationship with the Raymore Journal, working closely with them through management and personnel changes. Since the last RFP, the three newspapers in Cass County have changed greatly. The Journal became The Raymore Journal, The Star Herald closed and The North Cass Herald was established. The Democrat Missourian was purchased by the same owners as the Kansas City Star and is no longer a locally owned newspaper.

---

#### **PREVIOUS ACTIONS**

---

- The Paper of Record prior to 2007 was the Democrat Missourian
  - Since 2007, the City's paper of record was The Raymore Journal
- 

#### **KEY ISSUES**

---

- The decision was not easy, as we value all media outlets in Cass County
  - Review criteria was very specific
  - Price, future price increases, and circulation as a whole were the major decision factors
- 

#### **STAFF COMMENTS AND SUGGESTIONS**

---

The Raymore Journal and the North Cass Herald were very competitive and the decision was difficult.

---

#### **STAFF RECOMMENDATION**

---

After review, the staff recommends the North Cass Herald as the newspaper of record for the City of Peculiar, MO.



# REQUEST FOR PROPOSAL



CITY OF PECULIAR  
250 S. MAIN STREET  
PECULIAR, MO 64051-0519  
(816) 779-5212  
(816) 779-5213 FAX

## OFFICIAL NEWSPAPER OF THE CITY OF PECULIAR

Date: May 9, 2016

Request for Proposal: 2016-02

Response Deadline Date and Time: **June 6<sup>th</sup>, at 5:00 p.m., CST**

Questions regarding this RFP should be directed to:

City Clerk's Office, (816) 779-5212

The City of Peculiar is the only authorized source of proposal forms. Proposal forms obtained from any other source may be incomplete. Offerors using a proposal form not obtained from the City of Peculiar risk not receiving any necessary addenda, eliminating their bid from consideration.

Proposals must be received in the City Clerk's Office by the date and time indicated, with opening immediately following in City Hall. Submittal envelope must indicate proposal number and response deadline.

**(ATTENTION BIDDER – COMPLETE AND RETURN WITH BID)**

Bidder's Name: <u>North Cass Herald</u> <small>(Please print or type company name)</small>	Phone No.: <u>816-322-2375</u>
Internet E-Mail Address: <u>laurie@northcassherald.com</u>	FAX No.: <u>816-322-2376</u>
Address <u>120 Main St.</u>	City <u>Belton</u> State <u>MO</u> Zip <u>64012</u>
By: <u>Laurie Bassett</u> <small>(Name of Authorized Agent)</small>	Title: <u>Owner/Publisher</u>
Signature: <u>Laurie Bassett</u>	Date: <u>6/4/16</u>
<input checked="" type="checkbox"/> Offeror makes firm offer and is not revocable within one-hundred-twenty (120) days after response deadline.	
<input type="checkbox"/> Offeror does not make an offer in response to this invitation. Why did you not bid? _____	

NOTE: ALL PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

AFFIDAVIT

STATE OF Missouri )

COUNTY OF Cass )

SS.

Laurie Bassett of the City of Raymore  
County of Cass, State of Missouri

being duly sworn on her or his oath, deposes and says:

1. That I am the Owner / Publisher (Title of Affiant) of North Cass Herald, LLC (Name of Bidder) and have been authorized by said Bidder to make this affidavit on the Bidder's behalf;
2. No Alderman, nor the City Administrator, is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member is in a position to affect either the decision to solicit bids or the selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
4. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Peculiar, State of Missouri or Federal government.

By: North Cass Herald (Name of Bidder)  
L C Bassett (Signature of Affiant)  
Owner / Publisher (Title of Affiant)

Subscribed and sworn to before me this 6th day of June, 2016.

(SEAL)

Diane Huckshorn  
 NOTARY PUBLIC in and for the County of CASS  
 State of MISSOURI

My commission expires: \_\_\_\_\_



DIANE HUCKSHORN  
 My Commission Expires  
 July 24, 2019  
 Cass County  
 Commission #15498864

BID FORM - PAGE #1 RFP #2016-02 OFFICIAL NEWSPAPER OF THE CITY OF PECULIAR

Cost per single column inch for each insertion into newspaper:

\$ 5.00

Cost per each additional line:

7 lines per vertical inch

71¢ cost per line (rounded to the nearest \$.01)

The rate per double column inch for each typeset insertion shall be twice the rate bid for each single column inch above:

Yes  
 No

If the above answer is no please provide your firms pricing for the cost per inch for double column insertion below:

Cost per double column inch for each insertion into newspaper:

\$ \_\_\_\_\_

Using the above rate, I certify that the cost to the City of Peculiar for printing the attached sample in Exhibit #1 would be a total of \$ 357.50 for a single publication with no other charges or fees attached.

Please list:

- (1) Circulation to number of mailing addresses within the City of Peculiar: (2) 40 addresses
- Circulation through other means and not returned: 15± copies
- (3) Total number of copies printed of each edition of the paper: 1,200-1,400
- (4) Number of times per week that your newspaper is published: 1 time weekly

If mutually agreeable to both parties, the Contract may be renewed for a second 5-year term.

BID FORM - PAGE #2 RFP #2016-02 OFFICIAL NEWSPAPER OF THE CITY OF PECULIAR

Please list below three references where your newspaper has performed similar work for a governmental agency to what is being requested within this RFP and within the past 36 months:

Cass County Circuit Clerk Kim York 816-380-8227  
Name of Organization Contact Telephone Number

City of Raymore Jeanie Woerner 816-331-3324  
Name of Organization Contact Telephone Number

Belton School District Andrew Underwood 816-489-7000  
Name of Organization Contact Telephone Number

Certification:

North Cass Herald, LLC  
Name of Firm Bidding on RFP # 2016-02

120 Main St.  
Address

Belton, MO 64012 \City/State/Zip

816-322-2375 laurie@northcassherald.com  
Telephone Number E-mail Address

R. C. Bassett  
Authorized Signature

Please remember to include all documentation and samples.

Exhibit #1

**CLASSIFIEDS**

**AUDIT REQUEST FOR PROPOSAL  
OCBOA FINANCIAL STATEMENTS**

**SECTION I - GENERAL INFORMATION**

The City of Peculiar, Missouri is incorporated under the applicable laws of the State of Missouri and operates under a charter as a Mayor/Board of Alderman form of government. The City and its related component units provide municipal services necessary for the health and well-being of its citizens, including police and fire protection, comprehensive land use planning and zoning services, code enforcement, streets and drainage, recreation and parks, cultural and nature services, transportation services, water, wastewater, and sanitation services, and necessary administrative services to support these activities.

The City's financial reporting entity is comprised of the following:

**Primary Government:**  
City of Peculiar, Missouri

**Blended Component Units:**  
None

**Discretely Presented Component Units:**  
None

The City maintains its internal accounting records and on a budgetary basis of accounting (for budgetary and compliance accounting purposes) during the year. At year end, the City will prepare its annual financial statements in accordance with the modified cash basis of accounting, which is a basis other than generally accepted accounting principles. As consultants to the City, Allen, Gibbs & Houlik, L.C. will be responsible for preparing a draft of the financial statements and notes, on our behalf, in accordance with the above noted basis of accounting, and assisting in writing the MD&A. It is imperative that the bidding audit firms consider this level of service to be provided by Allen, Gibbs & Houlik, L.C. in the development of their proposal response as to hours and fees.

**SECTION II - SERVICES REQUIRED**

**A. General**

The City is soliciting the services of qualified firms of certified public accountants to audit its modified basis financial statements for the fiscal year ending September 30, 2016. The Peculiar, Missouri Board of Alderman cannot obligate the City in the form of a multiple year contracts beyond the income and revenue provided for the current year; however, it is anticipated that the firm selected to serve as the City's independent auditor will be retained for five years, with annual evaluations made of the firm's services. These audits are to be performed in accordance with the generally accepted auditing standards and the standards applicable to financial statement audits of Government Auditing Standards (where applicable) as issued by the Comptroller General of the United States, as well as the provisions set forth in this RFP. In addition, the auditor may be required to conduct a compliance audit (if applicable) over major federal award programs in accordance with requirements of 200 CFR Part 200, if federal awards expended exceed \$750,000 for the fiscal year.

**B. Scope of Work**

The City desires the auditor to audit the financial statements to express opinions on the fair presentation of the basic financial statements prepared in conformity with the modified cash basis of accounting and presentation. The auditor is expected to use the audit reporting guidance in AICPAU-C Section 700, 705, 706 and 800 related interpretations pertaining to reporting on financial statements prepared on another comprehensive basis of accounting that are intended for general distribution.

If 2 CFR Part 200 is applicable, the schedule federal and state awards expended to be included in the supplementary information section will be presented for purposes of ad-

ditional analysis and is not considered a part of the basic financial statements. The auditor is to provide an "in-relation-to" report on this supporting schedule based on the auditing procedures applied during the audit of the basic financial statements.

The independent accounting firm should be familiar with the State of Missouri statutes dealing with financial matters of cities and public trusts and should be familiar with financial related sections of the Charter and Code of Ordinances of the City of Peculiar, Missouri. The firm will be expected to review the minutes of the City for the fiscal year being audited.

**C. Other Considerations**

In addition to the opinions on the basic financial statements, the auditor will be required to issue the by-product report on internal control and compliance over financial reporting in accordance with Government Auditing Standards. A separate management letter shall be prepared by the firm setting forth findings and recommendations relative to other internal control findings, immaterial instances of non-compliance, other matters, and any other significant observations of the accounting firm during the course of the audit. All reports required by 2 CFR Part 200 must be provided, if applicable. The accounting firm will be readily available to answer questions throughout the year and meet with City staff if requested.

**D. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties:

- The City of Peculiar, Missouri and its designees
- Parties designated by the federal or state government or by the City as part of an audit quality review process
- Auditors of entities which the City is a recipient or sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquires of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**SECTION III - REPORT REQUIREMENTS AND RESPONSIBILITIES**

The City's staff, assisted by Allen, Gibbs & Houlik, L.C., will prepare end of year adjusting entries and will prepare working trial balances for the auditor. City staff may also prepare confirmations and certain schedules at year end which assist the external accounting firm. City accounting staff and Allen, Gibbs & Houlik, L.C. staff will be available during the audit to assist the audit firm by providing information, documentation and explanations.

- It is the City's intent to have a draft of the modified cash basis statements available by November 1 or earlier of each year.
- The expects the audit firm to schedule an entrance conference each year prior to September 30 to discuss at a minimum:
  - o Any city changes during the year
  - o Schedule for this year's audit fieldwork
  - o Results of interim work related to internal control
- The City will provide the auditor with reasonable work space, desks and chairs.
- The auditor will also be provided with access to all telephone lines, photocopying facilities and inquiry access to the City's finance system, Incode 10.
- The auditor will be responsible for providing any proposed adjusting entries to the City management and Allen, Gibbs & Houlik, L.C. for review and acceptance.
- The audit firm will also provide a list of immaterial audit differences not proposed for adjustment as well as any recommendations of changes in its internal control structure.
- Once the audit is completed, the audit firm will supply the City with 15 copies of signed audit opinions and related reports plus one digital copy.
- The firm will present the final report to the Board of Aldermen by or before the second Board meeting in February.

Any questions regarding this RFP should be sent by email to [brickett@cityofpeculiar.org](mailto:brickett@cityofpeculiar.org) or fax to (816) 773-1004, by June 15, 2016.

**SECTION IV - PROPOSAL CONTENT**

It is strongly encouraged the bidders technical proposal contain in the most thorough but concise manner possible the following information:

- Background information on the firm,
- Understanding of the scope of work and reporting requirements,
- Identification and brief biography of supervisory staff to be involved and on-site during fieldwork.
- Summary list of PBC's,
- The firm's experience with and detail audit approach relative to AICPAU Section 800,
- Timeline of the major components necessary in order to meet the deadline within this RFP including the span of time from end of fieldwork to final draft of the financial statements for a typical client.
- Three current client references including
  - o detail scope,
  - o number of hours involved in the audit,
  - o total fees involved.
- A copy of the firm's most recent peer review report and any related letter of comments.

The cost proposal section of the RFP response shall be submitted in a separate sealed envelope apart from the technical portion of the bidders response.

In addition to the attached cost proposal form the proposing firm should provide the following regarding fees and expenses:

- Standards hourly rates of staff to be involved in the audit
- Hourly rates of staff to be charged if different from standards rates
- Hours anticipated separated by level of staff and audit segments.
- Total not-to-exceed fees and expenses for the scope of audit work requested

The proposed fees and expenses should be presented as separate amounts for the financial and Single Audit as described in the scope of work section of this RFP. The firm should also provide an estimate of the anticipated fee increases for 4 subsequent fiscal years assuming no change in scope of work. Each year's fees will be considered to be maximum fees, including out of pocket expenses and miscellaneous costs.

Evaluation of all proposals and recommendation to the Board of Aldermen will be based on:

- 1) Related experience of the proposing firm
- 2) Compliance with the requested elements in this section of the RFP
- 3) Overall cost of the contract.

Firms may be requested to make a presentation to City staff if deemed necessary prior to award.

Discussions with governing body members or city staff of this RFP outside of the stated methods within this RFP by proposing firms will disqualify the proposing firm.

Please submit an electronic copy along with one unbound original of the proposal to the following address no later than 2:00 pm CST, June 20, 2016:

Office of the City Clerk  
City of Peculiar, Missouri  
250 S. Main Street  
Peculiar, MO 64078

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2015-2016 FINANCIAL STATEMENTS**

Position	Number of Hours	Hourly Rates	Quoted Total
Partners			
Managers			
Supervisory Staff			
Staff			
Compliance Staff			
Other (Clerical)			
Expenses			
<b>Total</b>			
Future years:			
2016-2017			
2017-2018			
2018-2019			
2019-2020			

reduced size

**CROWN MOBILE HOME PARK**  
819 E. Cambridge  
Benton, MO  
816-331-4386  
Family owned since 1957

**MOBILE HOMES FOR SALE**  
We have many Pre-Owned Mobile Homes For Sale, Set-up, Skirted and Ready to Move into.  
\*Many Sizes, Low Prices, Reasonable Down Payments, and Low Monthly Mobile Home Payments!  
**COMPETITIVE LOT RENT PRICES, QUIET COUNTRY SETTING.**  
One month free rent with purchase! [www.crownmhp.com](http://www.crownmhp.com)

Governmental Professional Services Management

**Gary Mallory**  
816-820-8740  
[cassmallory@yahoo.com](mailto:cassmallory@yahoo.com)

**Appliance Repair**  
Manley's Appliance long time repairman is still doing in home appliance repair as

**Grandview Appliance**  
Call Roger  
**816.560.8271**

**CULLEN FUNERAL HOME**  
Funeral Home

*Serial and cremation services*

622 W. Foxwood Dr.  
P.O. Box 931  
Raymore, MO 64083  
816-322-5298  
[www.cullenfuneralhome.com](http://www.cullenfuneralhome.com)

**HENSLEY LAW OFFICE**

**KENNETH C. HENSLEY**  
ATTORNEY AT LAW

401 W. 58 Highway  
P.O. Box 620  
816.322.4466 Raymore, MO 64083

**Call Sally Before You Buy.... COMPARE!!!**  
Auto • Home • Life  
SR22s • Health  
Commercial • RVs  
• Off-Road Vehicles

**SOUTH 71 INSURANCE**  
406-P W. Pine Street - Raymore  
816-322-3016  
[Sally@South71Insurance.com](http://Sally@South71Insurance.com)

**Attention: VIAGRA & CIALIS Users**

There's a More Affordable & Effective Alternative to U.S. Pharmacy High Prices!

For discreet home delivery, CALL NOW!  
**800-492-0126**  
Operators Available 24/7!

**COMFORT SYSTEMS**  
VENTURE A COOLING

**(816) 322-1013**  
17232 Bel-Ray Place  
Belton, MO 64012  
Neil Conway, Owner

**Whatever it takes.**

Installation & Service  
Air Conditioners, Furnaces, Humidifiers,  
HVAC Accessories  
Residential & Commercial  
**bryant**  
Heating & Cooling Systems

**JUNE SPECIAL**  
**30X40X10 SAVINGS \$23,970\***

Garages • Hobby Shops • Agricultural • Equestrian • Commercial

**PRICE INCLUDES:**  
✓ Installation  
✓ Weather Wrap Insulation  
✓ (2) 9x8 Insulated OH Doors  
✓ (1) 3' 9" Lite Entry Door  
✓ (2) 9x3 Insulated Windows  
✓ 4" Vapor Barrier  
✓ 4" Vented Overhang  
✓ 4" Concrete Floor

**800-374-6988**

**Quality Structures, Inc.**  
www.qualitystructures.com

**Earn more with Quality!**  
★ CDL Drivers Needed ★

**Quality Drive-Away** Quality Drive-Away is looking for CDL Drivers to deliver Trucks and Buses. 20 locations across the US and Canada, no forced dispatch, 574-642-2023 or [QualityDriveAway.com](http://QualityDriveAway.com)

**Call 574-642-2023 NOW!**

**Basement Waterproofing** FREE

**FOUNDATION RECOVERY SYSTEMS FRFS**

Foundation Repair  
Waterproofing  
Crawl Space Repair  
Concrete Raising

**866-757-7615**  
[www.FoundationRecoverySystems.com](http://www.FoundationRecoverySystems.com)



UNITED STATES  
POSTAL SERVICE®

Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)

1. Publication Title <b>North Cass Herald, LLC</b>	2. Publication Number -7630	3. Filing Date <b>9/28/15</b>
4. Issue Frequency <b>Weekly</b>	5. Number of Issues Published Annually <b>52</b>	6. Annual Subscription Price <b>\$30-Cass County, \$35-MO, \$37-U.S.</b>
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) <b>120 Main St., Belton, MO 64012</b>		Contact Person <b>Laurie Bassett</b>
		Telephone (include area code) <b>816-322-2375</b>

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)  
**Same**

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)  
Publisher (Name and complete mailing address)

**Laurie Bassett, 120 Main St., Belton, MO 64012**  
Editor (Name and complete mailing address)

**Allen Edmonds, 120 Main St., Belton, MO 64012**  
Managing Editor (Name and complete mailing address)

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
<b>Laurie Bassett</b>	<b>120 Main St., Belton, MO 64012</b>
<b>Allen Edmonds</b>	<b>same</b>

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box  None

Full Name	Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)  
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:  
 Has Not Changed During Preceding 12 Months  
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title  
**North Cass Herald, LLC**

14. Issue Date for Circulation Data Below  
**9/25/15**

15. Extent and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies (Net press run)		1,408	1,600
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	39	43
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	828	1,171
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	347	349
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	—	—
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))		1,214	1,563
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	—	—
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	—	—
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	—	—
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	41	24
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		41	24
f. Total Distribution (Sum of 15c and 15e)		1,255	1,587
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		153	13
h. Total (Sum of 15f and g)		1,408	1,600
i. Percent Paid (15c divided by 15f times 100)		97%	99%

16.  Total circulation includes electronic copies. Report circulation on PS Form 3526-X worksheet.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the 10/2/15 issue of this publication.

Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Joe O. Bassett, Publisher

Date: 9/28/15

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Postage Statement - Periodicals (2nd Class)  
One Issue or One Edition Unless Used as a Consolidated Statement

Post Office: Note Mail Arrival Date & Time  
(Do Not Round-Stamp)

Mailer	Publication Title and Owner or News Agent's Name <b>North Cass Herald, LLC Laurie Bassett</b>	Mailing Agent's (Printer or Consolidator) Name, Address, Telephone Number, and Email Address if Any	Entry Post Office Name, State, and ZIP+4 <b>Belton, MO 64012</b>
	CAPS Customer Ref. No. CRID <b>8578196</b>	Printer/Consolidator Imprint Permit No. CRID	

Mailing	Applicable Parts Completed (select all that apply) <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B-E <input type="checkbox"/> F	Statement for bundles/containers only (if applicable) <input type="checkbox"/>	Price Category <input type="checkbox"/> Classroom <input type="checkbox"/> Science-of-Agriculture	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Nonprofit	Combined Mailing <input type="checkbox"/> Mixed Class <input type="checkbox"/> Single Class	Consolidated Postage Statement <input type="checkbox"/> Yes <input type="checkbox"/> No
	Publication No. <b>7630</b>	Edition/Code <b>4/48</b>	Mailer's Mailing Date <b>6/3/16</b>	Processing Category <input type="checkbox"/> Letter <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Parcels	No. of Addressed Pieces Excluding Addressed Supplements <b>796</b>	Number of Addressed Supplements In-County _____ Outside-County _____
	Issue Date <b>6/3/16</b>	Issue Frequency <b>weekly</b>	Statement Sequence No.	Advertising Percentage in This Issue <b>34.8</b> %	Number and Type of Containers. (Enter total number of containers) Trays <b>6</b> Sacks _____ Pallets _____	
	Weight of a Single Ride-Along piece <b>0</b> lb.	Weight per Copy for Issue (Round off to 4 decimal places if necessary) <b>0.910</b> pounds	For Automation Pieces, Enter Date of Address Matching and Coding	For Carrier Route Pieces, Enter Date of Address Matching and Coding	For Carrier Route Pieces, Enter Date of Carrier Route Sequencing	For pieces bearing a simplified address enter date of delivery statistics file or alternative method

Postage	Part A - In-County Prices Total Part A (page 2) (Postmaster: Report total Part A postage in AIC 224)		<b>60.069</b>
	Part B - Outside-County Pound Prices	Total Part B (Page 3)	<b>1.632</b>
	Part C - Outside-County Piece Prices	Total Part C (Page 4)	<b>15.93</b>
	Part D - Outside-County Bundle Prices	Total Part D (Page 5)	_____
	Part E - Outside-County Sack/Tray/Pallet Prices	Total Part E (Page 6 & 7)	<b>.964</b>
	Outside-County Postage	Subtotal Parts B, C, D, and E	<b>18.526</b>
	Preferred Price Discount - Nonprofit, Classroom, Limited Circulation, Limited Circulation Science of Agriculture (Add line B16, and parts C, D, and E Totals) _____ X .05 (all others enter zero)		-
	Subtract the Preferred Price Discount from the Outside-County Postage		=
	Part F - Outside-County Ride-Along and Repositionable Notes (Page 8)		+
	Total Outside-County Postage (Postmaster: Report total Outside-County postage in AIC 135)		<b>18.526</b>
Add Total In-County Postage and Total Outside-County Postage		Total Postage (AIC 224 + AIC 135)	<b>78.60</b>

**Certification:** The signature of the owner of the publication certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the owner of the publication and that the owner of the publication is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The owner of the publication hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and that the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form, may be subject to criminal and/or civil penalties, including fines and imprisonment.

Privacy Notice: For information regarding our Privacy Policy visit [www.usps.com](http://www.usps.com).

USPS Use Only To be completed in non-Postal/Onet sites	Owner or Agent's Name <b>Laurie Bassett</b>	Post Office - Computed Weight per Copy (Round off to 4 decimal places if necessary) _____ pounds	Round Stamp (Required)	USPS Use Only To be completed in non-Postal/Onet sites
	Owner or Agent's Signature <b>Laurie Bassett</b>		Time _____ AM _____ PM	
	Name and Telephone Number of Contact Person in Publisher's Office <b>Laurie Bassett 816-322-2375</b>	USPS Employee's Signature		
		Print USPS Employee's Name		

**Periodicals - One Issue or One Edition - In-County**

**Part A**  
In-County

Check box at left if prices are populated in this section.

**Pound Price**

Entry	Subscriber or Requester Copies	Nonsubscriber or Nonrequester Copies	Total Copies	Total Pounds	Price	Total Postage
A1	DDU	707	707	64.337	\$0.157	10.101
A2	None	48	48	4.368	0.205	895
Total Pound Price Postage (Add lines A1 and A2)						10.996

**Piece Price (Presort)**

Entry / Zone	Presort Discount	Total Copies	Addressed Pieces	Price	Total Postage	
A4	Nonautomation	8	8	\$0.143	1.114	
A5	Automation Letters			0.066		
A6	Automation Flats			0.127		
A7	Nonautomation	24	24	0.131	3.144	
A8	Automation Letters			0.054		
A9	Automation Flats			0.119		
A10	Nonautomation	40	40	0.117	4.68	
A11	Automation Letters			0.052		
A12	Automation Flats			0.111		
A13	Basic	683	683	0.067	45.761	
A14	High Density			0.049		
A15	Saturation			0.034		
A16	Presort Subtotal (Add lines A4-A15)		755	755		54.729
A17	Number of Addressed Pieces at DDU Prices			707	0.008	5.656
A18	Piece Price Subtotal (A16 minus A17)					49.073

**Full Service Intelligent Mail Option**

A19	Number of pieces that comply _____ x \$0.001 =
A20	Periodicals In-County Subtotal (Line A18 minus A19)

**Ride-Along Price**

(Must equal the number of copies in line A16, not number of addressed pieces)

Entry	Total Copies	Addressed Pieces	Price	Total Postage
A21	Ride-Along Pieces		\$0.179	

**Repositionable Notes**

(Must equal the number of copies in line A16, not number of addressed pieces)

Entry	Total Copies	Addressed Pieces	Price	Total Postage
A22	Repositionable Notes		\$0.000	

A23	Other Subtotal (Add lines A21 and A22)
-----	--

Part A Total (Add lines A3, A20, and A23) Postmaster: Report in AIC 224

60.069

United States Postal Service®  
**Verified Drop Shipment (PVDS)**  
**Classification and Clearance** This form available at [www.usps.com](http://www.usps.com)

1. Requested In-Home Delivery Date (3-day window)	2. Drop Ship Appointment Number
--	---------------------------------

**Instruction on Reverse**

3. Mailer Name <b>North Cass Herald</b>		4. FAST Scheduler ID	5. Mailer Contact Name <b>Laurie Bassett</b>		6. Mailer Contact Telephone (include area code) <b>816-322-2375</b>
7. Origin Plant Location (City, state, ZIP+4®) <b>Belton, MO 64012</b>			8. Check One <input checked="" type="checkbox"/> Identical-Weight Pieces. Weight of a Single Piece <b>0910</b> lbs. <input type="checkbox"/> Nonidentical-Weight Pieces		
9. Class of Mail <input checked="" type="checkbox"/> Periodicals <input type="checkbox"/> Std. Mail <input type="checkbox"/> Package Services <input type="checkbox"/> International (Specify class)		10. Product or Publication Title or Names <b>North Cass Herald</b>		11. Total Gross Weight of Shipment (Verified at origin office)	
13. Pallets		a. No. Pallets of Trays	b. No. Pallets of Sacks	c. No. Pallets of Parcels	d. No. Pallets of Bundles
Optional if Pallet Presort is known.	i. 5-Digit				
	ii. 5-D Scheme				
	iii. 5-D CR				
	iv. 5-D Scheme CR				
	v. 3-D				
	vi. All Other				
12. Type of Mail Processing Category (Check all that apply) <input type="checkbox"/> Letters <input type="checkbox"/> Automation Compatible <input type="checkbox"/> Irregular Parcels <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Machinable Parcels <input type="checkbox"/> Nonmachinable Parcels					
14. Entry Discounts Claimed (Check all that apply) <input type="checkbox"/> DDU <input type="checkbox"/> DNDC <input type="checkbox"/> DFSS <input type="checkbox"/> Mailing Includes Pieces for Delivery Outside Service Area of Entry Office <input type="checkbox"/> DSCF <input type="checkbox"/> DADC <input type="checkbox"/> International Service Center (ISC) <input type="checkbox"/> International:					
15. Comments – Record SCF/ADC/NDC/ASF designator(s) and ZIP Code(s) from the DMM label list for mailing presented, or attach register.					
16a. Contact at Company Making Drop Ship Appointment (if other than mailer and if known when completing this form)					16b. Telephone

Mailer Information

17. Origin Post Office™ (City, state, and ZIP+4) <b>Belton, MO 64012</b>		26a. Name of USPS® Employee Verifying Mail	26b. Employee's Telephone Number (include area code)
18. Verified at: <input type="checkbox"/> DMU (Mailer's plant) <input type="checkbox"/> BMEU or Post Office		26c. Signature of Verifying Employee	27. Round Stamp (Required)
19. Permit Number <b>7630</b>	20. Postage Payment Method (Except for Periodicals) <input type="checkbox"/> Permit <input type="checkbox"/> Stamped <input type="checkbox"/> Meter	26d. USPS Contact Name (if other than verifying employee)	
21. Total Pieces <b>40</b>	22. Total Weight of Mailing		
23. Vehicle PVDS Seal Number	24. Vehicle ID Number		
25. Comments		33. Load Condition Irregularities (Check all that apply) <input type="checkbox"/> Broken Pallets <input type="checkbox"/> Mailings are not separated by PS Form 8125 <input type="checkbox"/> Container Counts do not match PS Form 8125 <input type="checkbox"/> Overweight Pallets <input type="checkbox"/> Damaged Mail <input type="checkbox"/> Pallets Too Tall <input type="checkbox"/> Improper Mail Makeup <input type="checkbox"/> Incorrect Mail Class <input type="checkbox"/> Load Unsafe <input type="checkbox"/> Other (Describe in item 32) <input type="checkbox"/> Incorrect Appointment Type	

Origin Post Office (Where verified)

28. Entry Office (Facility name, address, city, state and ZIP+4 code as found in the Drop Ship Product.) <b>Peculiar, MO 64078</b>		34. Scan the barcode upon receipt.	
29a. USPS Receiving Employee Signature	29b. USPS Receiving Employee Name		
30. Date/Time of Arrival	31. Date/Time of Departure		
32. Comments (NOTE: Enter bedload discrepancies as percentages and pallet discrepancies as pallet counts.)			

Destination Entry Post Office or Delivery Unit



**Coverage Is Provided In:**  
Ohio Security Insurance Company

Policy Number:  
**BKS (16) 55 33 26 82**  
Policy Period:  
**From 09/07/2015 To 09/07/2016**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial General Liability  
Declarations**

Basis: Occurrence

Named Insured	Agent
NORTH CASS HERALD LLC	(816) 884-4800 STAFFORD & STAFFORD INSURANCE

**SUMMARY OF LIMITS AND CHARGES**

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	excluded
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	301.00
	Policy Writing Minimum Premium Adjustment	41.00
	Certified Acts of Terrorism Coverage	1.00

**Total Advance Charges: \$343.00**  
*Note: This is not a bill*

**To report a claim, call your Agent or 1-800-362-0000**

CITY OF PECULIAR  
CONTRACTUAL AGREEMENT

Attachment 2

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Offeror 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 North Cass Herald, LLC a \_\_\_\_\_ Corporation (hereinafter called CONTRACTOR).

WITNESSETH:

WHEREAS, CITY requires services for

Publishing \_\_\_\_\_ and,

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

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

**ARTICLE 1 – EFFECTIVE DATE**

The effective date of this AGREEMENT shall be June 21, 2016

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR shall perform the services set forth in the Scope of Services.

**ARTICLE 3 – PRECEDENCE OF DOCUMENTS**

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

**ARTICLE 4 – PERIOD OF SERVICE**

The Scope of Service to be performed by the CONTRACTOR shall be completed within

5 years

**ARTICLE 5 – COMPENSATION**

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

\$5.00 / column-inch

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each person on the project, the total labor billing, and a summary of other expenses and charges along with supporting documentation. The CITY'S payment terms are net thirty (30) days.

#### **ARTICLE 6 – BOND**

? The CONTRACTOR shall furnish a surety bond in the amount of one hundred percent (100%) of the AGREEMENT. The surety bond shall be security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT.

The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY.

#### **ARTICLE 7 – PERMITS AND LICENSES**

? The CONTRACTOR shall procure all necessary local construction permits and licenses and a City of Peculiar Occupation License. *We are not located in the City of Peculiar,*

CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subcontractors.

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

#### **ARTICLE 8 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

#### **ARTICLE 9 – CHANGES, DELETIONS, OR ADDITIONS TO AGREEMENT**

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the cost or time required to perform this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the AGREEMENT price, period of service, or both, and will reflect such adjustment in a change order.

#### **ARTICLE 10 – STANDARD OF CARE**

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a city professional under similar circumstances.

#### **ARTICLE 11 – LIABILITY AND INDEMNIFICATION**

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

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

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

## ARTICLE 12 – INSURANCE

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

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence. *We have no employees.*
- (2) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- (3) 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 \$1,000,000 aggregate.
- (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.

*We have no business vehicles.*

(Insurance requirements will be modified for each proposal.)

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. All subcontractors shall be required to include CITY and CONTRACTOR as additional insureds on their General Liability insurance policies, and shall be required to indemnify CITY and CONTRACTOR to the same extent.

## ARTICLE 13 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. CITY.

## ARTICLE 14 – DELAY IN PERFORMANCE

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

## ARTICLE 15 – LIQUIDATED DAMAGES

The CITY and CONTRACTOR hereby agree that the delivery of supplies, services, materials, training and/or equipment of the character and quality required in this AGREEMENT is the essence of this AGREEMENT and if the supplies, services, materials, training and/or equipment specified herein or any part thereof are not delivered by the time specified and are not of the character and quality contained in the said specifications, or otherwise not fit for the particular purposes required by the CITY as provided in this AGREEMENT, there will be deducted, not as a penalty but as liquidated damages, \_\_\_\_\_ (\$\_\_\_\_) per day for each and every day of delay beyond the final completion date (excluding any excusable delays in performance or mutually agreed extensions). *If we don't get it done on time, we don't get paid.*

## ARTICLE 16 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay

CONTRACTOR for all the services performed till the date of the termination by the CITY or suspension expenses. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

#### **ARTICLE 17 – WAIVER**

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

#### **ARTICLE 18 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or 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 portion or 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 19 – SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 20 – ASSIGNMENT**

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

#### **ARTICLE 21 – THIRD PARTY RIGHTS**

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

#### **ARTICLE 22 – INDEPENDENT CONTRACTORS**

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

### **ARTICLE 23 – AUDIT**

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

### **ARTICLE 24 – RENEWAL OPTIONS**

If specified in the original bid document, the City may exercise its option to renew the contract/agreement. The City will provide the contractor with a written renewal notice sixty (60) days prior to the expiration date of the contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

### **ARTICLE 25 – 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 in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

### **ARTICLE 26 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this agreement/contract or purchase order, 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 to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

The organization will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

**ARTICLE 27 – GOVERNING LAW**

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

**ARTICLE 28 – COMMUNICATIONS**

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

CONTRACTOR:  
North Cass Herald, 120 Main St., Belton, MO 64012  
FIRM NAME AND ADDRESS

CITY:

\_\_\_\_\_  
CONTACT PERSON AND ADDRESS

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

**ARTICLE 29 – SEPARATE AGREEMENTS**

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements or contracts for specific projects. If such agreements or contracts 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 30 – ENTIRE AGREEMENT**

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

**ARTICLE 31 – SURVIVAL OF TERMS**

The following provisions shall survive the expiration or termination of this AGREEMENT for any reason: if any payment obligations exist, Article 5 – Compensation; Article 7 – Permits and Licenses; Article 11 – Liability and Indemnification; Article 17 – Waiver; Article 18 – Severability; Article 20 – Assignment; Article 22 – Independent Contractors; Article 27 – Governing Law; Article 30 – Entire Agreement; and this Article 31 – Survival of Terms.

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

**CITY OF PECULIAR, MISSOURI**

**CITY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

By: RC Bassett

Title: Owner/Publisher

Date: 6/6/16

**RESOLUTION 2016-18**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE PROPOSAL OF THE NORTH CASS HERALD AS THE OFFICIAL NEWSPAPER OF THE CITY OF PECULIAR AND AUTORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE NORTH CASS HERALD.**

**WHEREAS**, the City of Peculiar authorized a Request for Proposal for Publications to determine the Official Newspaper of the City of Peculiar be prepared, and directed that newspapers within Cass County meeting the requirement of weekly publication be invited to submit proposals for services; and

**WHEREAS**, the Request for Proposal was distributed among Cass County newspapers and three proposals were received; and

**WHEREAS**, the proposals were reviewed by the City Administrator utilizing the criteria within the Request for Proposals; and

**WHEREAS**, The North Cass Herald has been determined to most fully meet the requirements of the Request for Proposal for Publication Services.

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

**Section 1.** The proposal submitted by The North Cass Herald has been determined to most fully meet the Publication requirements of the City and the proposal of The North Cass Herald is hereby accepted.

**Section 2.** The contract with The North Cass Herald for Publication Services as the Official Newspaper of the City of Peculiar shall be executed based on the proposal submitted by The North Cass Herald and accepted by the City and the Mayor is authorized to execute this contract on behalf of the Board of Aldermen of the City of Peculiar.

**Section 3. *Effective Date.*** The effective date of this Resolution shall be \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Alderman Ford	_____	Alderman Ray	_____
Alderman Hammack	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	Alderman Harlan	_____

APPROVED:

ATTEST:

\_\_\_\_\_  
Holly Stark, Mayor

\_\_\_\_\_  
Janet Burlingame, City Clerk

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Alderman  
**From:** Brad Ratliff for Mayor Holly Stark  
**Date:** June 20, 2016  
**Re:** Appointment of Lauber Municipal Law, LLC as City Attorney

---

#### **GENERAL INFORMATION**

---

**Applicant:**

**Status of Applicant:**

**Requested Actions:** Approve the City Attorney Appointment

**Date of Application:**

**Purpose:** To appoint the City Attorney to represent the City of Peculiar, MO.

**Property Location (if applicable):**

---

#### **PROPOSAL**

---

After 9 years of representing the City of Peculiar, Mr. Holbrook is retiring, effective June 30, 2016. By ordinance, the City Attorney is appointed by the Mayor with approval of the BOA. The City made a request for resumes for the City Attorney position to the Missouri Bar Publication. The City received 8 resumes from individual attorneys and law firms. Mr. Holbrook reviewed the resumes and presented his evaluations to the Mayor. City staff interviewed the top 3 candidates with 22 questions asked of each candidate. Staff forwarded the information from the interviews to the Mayor for her consideration.

---

#### **PREVIOUS ACTIONS**

---

- The BOA approved Mr. Holbrook in 2007 as City Attorney.
- 

#### **KEY ISSUES**

---

- Cost of the Attorney's services are to be considered to remain within our City budget
  - Experience of the Attorney and the Law Firm on Municipal matters is vital
  - Availability for City representation is important
- 

#### **STAFF COMMENTS AND SUGGESTIONS**

---

All resumes were vetted and the top three candidates were interviewed. Two of the top three were very competitive.

---

#### **STAFF RECOMMENDATION**

---

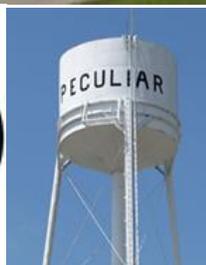
Staff agrees with the Mayor's appointment





# LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*



Response to Advertisement  
for City Attorney Legal Services

City of Peculiar, Missouri

May 9, 2016



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*

We are excited about this opportunity and are pleased to present a copy of our firm's informational packet for the City of Peculiar's advertisement for a candidate to provide City Attorney Services. It is our hope that the information you find here will be beneficial, and that you will contact us for an interview for this position.

In 2010, I established Lauber Municipal Law, LLC, for the sole purpose of serving local governmental entities of all types and sizes. I have dedicated my entire 12-year career to the representation of municipal clients—I have excelled in my practice as a public law attorney starting with “big firm” experience in the public law practice group at one of Kansas City's largest law firms, then a practice focused exclusively on Missouri economic development law at the region's busiest bond firm, before returning to a general municipal practice at a boutique municipal law firm in the Kansas City metro area. In 2015 I expanded the firm by hiring two more veteran municipal attorneys: Jennifer Baird and Jeremy Cover. Recently, I added Rob Willard as Of Counsel to the Firm.

As the firm has expanded, I have ensured that my employees also have extensive experience and a sharp focus on municipal law. Jennifer has over 11 years of exclusive municipal law experience, previously working as an Assistant City Attorney for the City of Lee's Summit, then later as an associate attorney at the same boutique municipal law firm for which I worked. Jeremy has 6 years' experience as an assistant city attorney and prosecutor with the cities of Windsor, East Lynne, Creighton, Jefferson City and Warsaw, Missouri. Rob is the current Platte County Treasurer, a former assistant county prosecutor, city prosecutor, and city attorney. Our goal at Lauber Municipal Law, LLC, is to meld our previous experience together to provide a high-quality “big firm” work product, while providing the flexibility, personal responsiveness, and cost effectiveness of a small firm.

At Lauber Municipal Law, we completely understand public entities' needs to obtain the most effective representation possible while considering the fact that these services are compensated from a budget made up of public funds. As our firm's motto indicates, we are proud to serve those who serve others—and our genuine desire is to make that job easier and less stressful for the elected officials and administrative staffs of these entities. We sincerely believe that the fact that we have devoted our entire practice to municipal law is one of our greatest strengths. This means that if selected by the City, even at times when we are not specifically representing the City, we are typically assisting other clients with issues that may later arise with respect to the City's business. Our time away from City issues is not spent handling personal injury cases or providing estate planning advice. That is how our clients benefit from the synergy of our focused practice—municipal law is what we do.

From our office in Lee's Summit, Missouri, our firm currently serves as the appointed City Attorney of the following Missouri cities: Lawson, Urich, Creighton, Crystal Lakes, East Lynne, Archie, Adrian, Drexel, Windsor, Camden, and Henrietta. We also serve as the city prosecutor for Windsor, East Lynne, and Creighton. Additionally, we serve as general counsel to the Mount Pleasant Township Special Road District and the Garden City Fire Protection District and Ambulance Service in Cass County, Missouri. We also serve as special counsel for general municipal matters to the cities of Branson, Moberly, Sedalia, Jefferson City, and Pleasant Valley, Missouri, among others. We have served also as special counsel to the Kaysinger Basin Regional Planning Commission for an employment contract matter.

In addition to our general city attorney experience, we also serve as special economic development counsel for the cities of Grandview, Grain Valley, Lexington, Sedalia, Jefferson City, Butler, Pleasant Valley, and Clinton, Missouri. We are also general counsel for the Harrisonville Towne Center Transportation Development District, the Historic Downtown Branson Community Improvement District, the Greenview Community Improvement District, and the Downtown Excelsior Springs Commercial Community Improvement District, all of which are political subdivisions of the State of Missouri.

The experience we have gained from representing municipal entities over the course of our careers have enabled us to develop a high level of knowledge of not only the substantive issues of Missouri local government law, but also the practical application of the law in a wide variety of situations faced by our clients. This knowledge enables us to provide timely advice to our municipal clients on issues such as the authority (and limits of authority) for the entity to act, the proper form and procedure for taking actions under constitutional charters and state enabling statutes like Chapters 77 (third class cities), 79 (fourth class cities), 80 (towns and villages), and 82 (charter cities). We are also well-versed in the applicability of the Missouri Sunshine Law, governmental liability under Missouri's sovereign immunity statutes, City Council/Board of Aldermen procedures for conducting business, economic development issues, questions regarding the extent of authority to impose taxes and fees, provision of utility services, rules and regulations regarding the construction of public works, etc. We also have experience in land use matters, which ranges from my work in developing Unified Development Codes/Ordinances for cities to the use of a wide variety of public infrastructure funding mechanisms and economic development incentive programs to assist in addressing funding of infrastructure issues. In our role as special counsel or appointed city attorney for other cities, we have advised governing bodies, Planning and Zoning Commissions, Boards of Adjustments, and City staff in special training sessions or on an on-going basis with respect to land use matters.

Our work also extends beyond providing legal advice and counsel for municipalities to training elected officials and future lawyers. For example, we have been repeatedly invited by the Missouri Municipal League to present seminars at their annual conferences, newly elected official conferences, municipal attorneys' conferences, and at MoCCFOA and MoGFOA events. Our firm has been retained three times by the Missouri Municipal League to write amicus curiae briefs on behalf of the League in Missouri's appellate courts, including the Missouri Supreme Court. I currently serve on the Board of Directors of the Missouri Municipal Attorneys' Association and the Missouri Main Street Connection; and I am a Municipal Governance Institute Fellow. From 2011-2013, I was recognized as Missouri and Kansas Super Lawyers "Rising Star," which is an honor bestowed on only 2.5% of attorneys in the state who are 40 or younger or have been in practice less than 10 years.

We sincerely value the working relationships we have established with all of our municipal clients. Thank you for the opportunity to provide you with our qualifications in relation to the City's advertisement for city attorney services. We are excited about the opportunity to put our knowledge and experience to the test as a member of the City of Peculiar's team. Please feel free to call me if you have questions or need additional information about our firm.

Very truly yours,

**LAUBER MUNICIPAL LAW, LLC**



Joseph G. Lauber



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*



### JOSEPH G. LAUBER

#### **General Overview**

Joe Lauber established Lauber Municipal Law, LLC, in 2010 and practices in the areas of general municipal law, public facility/infrastructure construction and financing, economic development law, public works contracts, annexation, land use planning and zoning, and appellate law. Throughout his career, Joe has dedicated his practice to the representation of governmental entities. Joe is the appointed City Attorney for the cities of Lawson, Urich, Creighton, Crystal Lakes, East Lynne, Archie, Adrian, Drexel, and Windsor Missouri, and has served as special counsel to many other Missouri cities. Prior to forming Lauber Municipal Law, LLC, Joe was an attorney with Williams & Campo, P.C., in Lee's Summit. Before that, Joe worked as an Associate Attorney with Gilmore & Bell, P.C., in Kansas City, Missouri, where his practice was focused exclusively on economic development law for municipal clients. Joe started his career in 2003 as an Associate Attorney in the Public Law/Public Finance Division of Stinson Morrison Hecker LLP in Kansas City, Missouri. While attending law school Joe worked as the Law Clerk at the City of Lee's Summit, Missouri. Before enrolling in law school, Joe worked for six years as an independent sales agent in the building materials industry.

#### **Education**

University of Missouri – Kansas City, J.D., 2003

THE URBAN LAWYER, Editorial Associate

UMKC LAW REVIEW, staff member

University of Oklahoma – Bachelor of Business Administration with a minor in Legal Studies, 1995

#### **Bar Admissions**

Missouri, 2003

United States District Court, Western District of Missouri, 2003

Kansas, 2004

United States District Court, District of Kansas, 2004

#### **Honors/Recognition**

Selected as Missouri and Kansas Super Lawyers “Rising Star” 2011, 2012, and 2013

#### **Relevant Legal Experience**

- Appointed City Attorney of Lawson, Missouri, since 2008; Urich, Missouri, since 2011; Creighton, Missouri since 2013; Crystal Lakes, Missouri since 2013; East Lynne, Missouri, since 2013; Archie, Missouri since 2014; Adrian, Missouri, since 2014; Drexel, Missouri since 2015; and Windsor, Missouri since 2015

- Special counsel for general municipal issues to the cities of Branson, Moberly, Sedalia, and Pleasant Valley, Missouri
- Special economic development counsel to the cities of Grandview, Grain Valley, Lexington, Sedalia, Jefferson City, Butler, Pleasant Valley, Boonville, Clinton, and Harrisonville, Missouri
- Appointed General Counsel of the Mt. Pleasant Twp. Special Road District since 2011; and Garden City Fire Protection District & Ambulance Service since 2012
- General Counsel for Harrisonville Towne Center Transportation Development District since 2010; Greenview Community Improvement District since 2011; Historic Downtown Branson Community Improvement District since 2012; and Downtown Excelsior Springs Community Improvement District since 2013
- Appointed Public Officer of Fairway, Kansas, 2003-2005
- Knowledgeable in a wide variety of day-to-day municipal law issues including drafting ordinances, open meetings and open records laws, municipal authority issues, contract review, negotiation drafting, and interpretation, zoning, subdivision, and planning, personnel issues, and election law
- Drafted amicus curiae brief on behalf of Missouri Municipal League in both the Missouri Court of Appeals-Western District and Missouri Supreme Court in prevailing wage law case
- Drafted amicus curiae brief on behalf of Missouri Municipal League in the Missouri Court of Appeals-Eastern District in case regarding city authority to impose health, safety, and welfare ordinances on county facilities constructed within a city's boundaries
- Assisted in-house client as special counsel to develop procedure and documents needed in impeachment and removal of an elected official
- Extensive experience in tax increment financing and the formation and ongoing administration of Transportation Development Districts and Community Improvement Districts, including elections for district sales taxes
- Extensive experience in Missouri annexation law obtained in litigation support for a successful annexation challenge on behalf of a municipal client
- Experienced in code drafting, including development codes and a comprehensive licensing ordinance for the registration of rental properties

### **Professional Affiliations**

Missouri Municipal Attorneys Association, Board of Directors (2012-present)

MML's Municipal Governance Institute, Fellow (2014-present)

Missouri Main Street Connection, Board of Directors (2011-present)

Missouri Municipal League, Participating Affiliate; member Economic Development Committee

Missouri Economic Development Finance Association (MEDFA), Board of Directors (2011-2014)

International Municipal Lawyer's Association

The Missouri Bar

### **Civic and Community Involvement**

Honorary Warrior "Father of Shining Heart," Tribe of Mic-O-Say

District Commissioner At-Large, Boy Scouts of America, Heart of America Council, Thunderbird District

Troop Committee Member, Boy Scout Troop 220, Lee's Summit, Missouri (2011- present)

Costa Rica Mission Team Member, South Summit Christian Church (January 2010)

Secretary, Board of Directors of the South Summit Christian Church, Lee's Summit, Missouri, (2007-2008); property manager (2014)

### **Presentations/Speaking Engagements**

*Ethical Issues Facing Elected Officials* presented a seminar on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Rural Water Association's Office Professional's Seminar, October 2014

*Ethical Issues Facing Elected Officials* presented a seminar on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Municipal League's Elected Officials' Training Conference, June 2014

*Get a "Surge" of Funding Through Community Improvement Districts*, presented a seminar discussing the establishment and operation of community improvement districts as downtown revitalization tools for the Missouri Main Street Connection "Get Plugged In...Downtown" conference, August 2013

*Missouri Municipal Attorneys Association "City Law 101"*, presented components of a continuing legal education seminar regarding public works contracts (July 2013) and municipal revenue sources (July 2012)

*Ordinances and Resolutions* presented a seminar comparing and contrasting the use of ordinances versus resolutions in conducting official municipal business for the Missouri City Clerks and Finance Officers-Western District, June 2013

*Missouri Public Works Contracts in Brief* and *Ordinances and Resolutions* presented seminars summarizing several of the many issues related to public works contracts and comparing and contrasting the use of ordinances versus resolutions in conducting official municipal business for the Missouri Municipal League's Elected Official Conference, June 2013

*Building Better Cities*, presented a seminar that takes a holistic approach to analyzing and improving the ways in which municipalities conduct their business from goal setting, to internal and external analyses, to improving community involvement for St. Clair County EDC meeting (March 2013), Cass County League of Cities (March 2013), Henry-St. Clair County Mayors and Clerks meeting (April 2013), Lawson Board of Aldermen (July 2013).

*Economic Development Financing Alternatives and Due Diligence*, co-presented a seminar with Tom Kaleko of Springsted, Inc., and Ben Hart of AGH, on a variety of economic development tools available to Missouri municipalities and on recommended best practices for evaluating and approving request for economic incentives for development projects for the Missouri Municipal League's Annual Conference, September 2012

*Missouri Public Works Contracts in Brief* and *Revenue Sources and the Hancock Amendment* presented seminars summarizing several of the many issues related to public works contracts and summarizing various revenue sources available to Missouri municipalities and constitutional restrictions on the use of those sources for the Missouri Municipal League's Elected Official Conference, June 2012

*Our Town: Representing Municipalities and Political Subdivisions*, co-presented a continuing legal education class with Joe Gagnon of the Gagnon Law Firm, LLC, regarding the basic issues faced by practitioners who represent municipal entities for the annual Missouri Bar CLE Solo & Small Firm Conference, June 2012

*Economic Development Financing Alternatives and Due Diligence*, co-presented a seminar with Tom Kaleko of Springsted, Inc., on a variety of economic development tools available to Missouri municipalities and on recommended best practices for evaluating and approving request for economic incentives for development projects for the Missouri Government Finance Officers Association, May 2012

*Missouri Economic Development Tools*, presented a training session for the Pioneer Trails Regional Planning Commission summarizing the economic development tools available to attract businesses to communities in Missouri, February 2012

*Missouri Public Works Contracts in Brief*, presented an information session summarizing several of the many issues related to public works contracts for the MML Central Region meeting, January 2012

*Managing Risks in Post-2008 Revenue Bond Issuances*, co-presented a seminar for the Western Chapter of the Missouri Government Finance Officers Association addressing the Mamtek deal and how cities can manage their risks for revenue bond issuances in the changed financial environment brought about by the economic downturn that began in 2008, November 2011

*Ethical Issues Facing Elected Officials* co-presented a seminar with officials from the Missouri Ethics Commission on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Municipal League's Annual Conference, September 2011

*Using Tax Tools for Downtown Development* presented a seminar on the use of economic development sales taxes, MODESA, and MODESA Lite funding mechanisms for downtown revitalization projects for the Missouri Main Street Connection "Get Plugged In...Downtown" conference, August 2011

*Professional Responsibility and Social Networking* presented a continuing legal education seminar discussing an attorney's professional responsibility requirements when using various forms of social networking for the Missouri Municipal Attorneys' Association Summer Conference, July 2011

*Revenue Sources and the Hancock Amendment* invited to present a seminar summarizing various revenue sources available to Missouri municipalities and constitutional restrictions on the use of those sources for the Missouri Municipal League's Elected Official Conference, June 2011

*Urban Planning in Today's Real Estate Development Climate*, co-presented a seminar discussing economic development tools in the context of planning, including specifically a comparison and contrast of the community improvement district acts in Kansas and Missouri, for the Kansas City Metro Section of the Kansas and Missouri Chapters of the American Planning Association, May 2011

### **Articles/Publications**

*Building Better Cities*, The Missouri Municipal Review (two-part series, September 2014 & November 2014)

*A 1980s Formula for Economic Development Still Successful Today*, Co-authored with Gayla Roten and Jeanine Rann of the Missouri Main Street Connection, The Missouri Municipal Review (January 2013)

*Due Diligence and Risk Management Measures for Economic Development Incentive Approvals*, Co-authored with Tom Kaleko of Springsted, Inc., The Missouri Municipal Review (July 2012)

*Missouri Supreme Court Hands Municipalities a Setback in Prevailing Wage Act Case*, The Missouri Municipal Review (May 2011)

*A Practical Application of Missouri's Immigration Law Requirements to Public Work Contracts and Related Documents*, The Missouri Municipal Review (June 2009)

*HIPAA's Privacy and Security Rules and Their Effect on Local Governments*, 46 Municipal Lawyer, (March/April 2005) (coauthored with Juliana Reno)

*HIPAA's Application to Local Governments*, Nebraska Municipal Review (September 2004)

*HIPAA Administrative Simplification: How the Privacy Rule Affects Municipal Ambulance Service Providers*, 35 The Urban Lawyer 317 (2003)

*Public-Private Partnership in Community Development: Applying Constitutional Standards for Implementing the Missouri Community Improvement District Act*, 59 J. Mo. Bar 80 (March-April 2003) (cited in Day v. Robinwood West Community Improvement District, 2010 WL 584027 \*9 (E.D. Mo. 2010); BHA Holding Inc. v. Pendergast, 173 S.W.3d 373, 376 (Mo. App. W.D. 2005); Subdivision Law and Growth Management § 6:33, Assessments (2009); and A Valuable New Development Resource: Kansas Adopts the Community Improvement District Act, 79-Feb. Journal of the Kansas Bar Association, 22, 26 (2010))



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*



### JENNIFER M. BAIRD

#### GENERAL OVERVIEW

Attorney Jennifer Baird joined Lauber Municipal Law, LLC, in 2015 and practices in the areas of general municipal law, land use planning and zoning, public facility/infrastructure construction and financing, economic development law, public works contracts, annexation, and dangerous building and nuisance abatement law. Prior to joining Lauber Municipal Law, LLC, Jennifer worked for a boutique law firm in Lee's Summit, Missouri which specialized in representing municipalities. In addition, she has served as an Assistant City Attorney for the City of Lee's Summit, Missouri, with a focus on development and redevelopment of property. In her role with the City of Lee's Summit, she provided legal advice to the Planning and Development, Parks and Recreation, Human Resources, Administration, Purchasing, Water Utilities, and Information Technology departments. Prior to attending law school, Jennifer was motivated to pursue a legal career by her experience as a paralegal at White Goss in which she specialized in bringing development to communities. Jennifer grew up in Cape Girardeau, Missouri. She currently lives in the Lee's Summit area with her husband, Matt, and two small children.

#### EDUCATION

University of Missouri-Kansas City, J.D., 2004

University of Missouri-Columbia, Bachelor of Science in Business Administration, 1995

#### BAR ADMISSIONS

Missouri, 2004

#### RELEVANT LEGAL EXPERIENCE

- City attorney for the City of Camden and the City of Henrietta.
- Currently serves as the Assistant City Attorney for nine Missouri cities including: Lawson, Urich, Creighton, Crystal Lakes, East Lynne, Archie, Adrian, Drexel, and Windsor.
- Currently serves as Assistant General Counsel to: Downtown Excelsior Springs Community Improvement District, Mount Pleasant Township Special Road District, Harrisonville Town Center Transportation Development District, and the Historic Downtown Liberty Commercial Community Improvement District.
- Provides assistance for special projects in: Branson (Administrative Hearing Process, Formation of 76 Entertainment Community Improvement District); Sugar Creek (Red Flag Rule training, preparation of TIF Annual Reports); Odessa (Board of Zoning Adjustment); Pleasant Valley

(financing for Fire Station building, Planning and Zoning matters); and Liberty (formation of the Historic Downtown Liberty Commercial Community Improvement District).

- Provides assistance for economic development projects in: Grandview, Branson, Sedalia, and Grain Valley.
- Served as in-house legal counsel for a home rule charter city providing legal advice to the administration, finance, purchasing, human resources, information technology, planning and development, parks and recreation, and water utilities departments and provided opinions and advice to the Planning Commission, Board of Zoning Adjustment, Park Board, City Council and City Council subcommittees.
- Managed several phases of a road project, drafting key real estate documents, negotiating and drafting construction contracts and settlement agreements while keeping the project teams and key stakeholders informed of the projects progress.
- Conducted dangerous building and nuisance abatement hearings.
- Instrumental in forming Community Improvement Districts, Transportation Development Districts, and Neighborhood Improvement Districts in the Kansas City area.
- Assisted several communities with forming Enhanced Enterprise Zones.
- Developed and directed approximately \$500,000,000 of commercial, office, upscale retail and mixed-use development and improvements within the Kansas City metropolitan area through the use of economic development tools, such as, Tax Increment Financing, Transportation Development District, Community Improvement District, and Neighborhood Improvement District incentives.
- Complex contract negotiations for real estate development including leasing, transportation, utilities and infrastructure, and cooperative agreements.

### **PROFESSIONAL AFFILIATIONS**

The Missouri Bar

Missouri Municipal League

Missouri Municipal Attorneys Association

### **PRESENTATIONS / TRAINING**

*Getting the Most Out of Your City Attorney*, co-presented a seminar with Jeremy Cover of Lauber Municipal Law and Nancy Yendes, City Attorney for the City of Blue Springs, Missouri, addressing recommendations, insights, and best practices for cities to obtain effective representation from their city attorney at the Missouri Municipal League Annual Conference, September 2015

*FTC 'Red Flag' Rule and the City of Sugar Creek Missouri*, presented training to the City of Sugar Creek, Missouri staff regarding updates to the identity theft prevention program known as the Red Flag Rule, 2009, 2010, and 2015

*Get a 'Surge' of Funding Through Community Improvement Districts*, presented a seminar on the economic benefits of forming a community improvement district to help fund improvement projects at the Missouri Downtown Revitalization Conference, July, 2015

*Laws Affecting Conflict of Interest Issues*, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions as part of a series of seminar on multiple governance topics at the Lauber Municipal Law's Newly Elected Official's Training, May and June 2015

*Planning, Zoning, and Board of Adjustment*, presented a seminar addressing the purpose of planning and zoning in municipalities as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's Newly Elected Officials Training, May and June 2015

*Annexation*, presented a seminar addressing the general process and issues with annexation as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's Newly Elected Officials Training, May and June 2015

*Laws Affecting Conflict of Interest Issues*, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions at the Missouri Rural Water Association Annual Conference, March 2015

*Dangerous Building*, presented a training seminar to assist a newly formed Dangerous Building Committee as to the process for hearing and determining the nuisance of property for the City of Gladstone, Missouri, 2012

*Voting-The Basics*, presented a seminar on the basics of conducting a public meeting at the Missouri Municipal Attorneys' Association Annual Conference, July 2012

*FTC 'Red Flag' Rule and the City of Lawson, Missouri*, presented training to the City of Lawson, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

*FTC 'Red Flag' Rule and the City of Greenwood, Missouri*, presented training to the City of Greenwood, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

*FTC 'Red Flag' Rule and the City of Grain Valley, Missouri*, presented training to the City of Grain Valley, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2008

*Missouri Sunshine Law, Subdivision and Zoning Laws*, presented a series of seminars on multiple municipal governance topics as part of the Williams & Campo Local Government Series, 2008

*Workplace Violence, Sexual Harassment and the Workplace*, presented a series of seminar on multiple municipal governance topics as part of the City of Lee's Summit's Safety Fair, 2005



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*



### JEREMY V. COVER

#### **General Overview**

Jeremy Cover practices in the areas of general municipal law, municipal prosecution, dangerous building and nuisance abatements, litigation, real estate transactions, as well as regulatory and statutory compliance, including Missouri's Sunshine Law. He previously served as the Associate City Counselor and Assistant Prosecutor for the City of Jefferson City, Missouri where he advised the City Council as well as numerous boards and commissions, prosecuted a wide range of City Code violations, and led the City's code enforcement task force. Prior to his work in Jefferson City, he served in court administration for Missouri's Thirteenth Judicial Circuit Court and as the Assistant City Attorney and Prosecutor for the City of Warsaw, Missouri. In addition to his public sector service Jeremy also gained experience at a general practice law firm where he was presented with a wide range of legal issues. Jeremy and his wife Kira have three children and reside in Lee's Summit, Missouri.

#### **Education**

University of Missouri-Kansas City, J.D., 2008

University of Missouri-Kansas City, M.P.A., 2008

University of Missouri, B.S. Business Administration, 2004

#### **Bar Admissions**

Missouri, 2008

United States District Court, Western District of Missouri, 2013

#### **Relevant Legal Experience**

- Currently serves as the appointed Municipal Prosecuting Attorney for three Missouri cities including Creighton, East Lynne, and Windsor
- Currently serves as Assistant City Attorney for ten Missouri cities including Archie, Adrian, Camden, Creighton, Crystal Lakes, Drexel, East Lynne, Lawson, Urich, and Windsor
- Provides assistance for economic development policies and projects in multiple Missouri cities including Boonville, Clinton, Grandview, and Jefferson City

- Assists multiple Missouri cities with issues related to code enforcement, dangerous buildings, and nuisance abatement
- Represents multiple Missouri cities with litigation matters
- Reviews new legislation to assist cities in maintaining their statutory compliance
- Knowledgeable in a wide range of municipal law issues including Missouri's Sunshine Law, drafting ordinances and resolutions, contract negotiation and review, and personnel issues
- Specializes in issues related to public safety departments and agencies
- Served as in-house legal counsel to Jefferson City, Missouri, including the City Council, nine departments, and multiple boards and commissions
- Prosecuted a wide range of code violations in Municipal Courts, including bench trials
- Conducted administrative hearings for dangerous buildings and nuisance issues
- Crafted policies and procedures at the Municipal Court and Circuit Court level

### **Professional Affiliations**

The Missouri Bar

Missouri Municipal League

Missouri Municipal Attorneys Association

### **Presentations/Speaking Engagements**

*Missouri's Sunshine Law and Records Management*, presented a seminar on Missouri's open records law and best practices in records management to the Missouri Finance Officer's and City Clerk's Association Regional Conference, October 2015

*Senate Bill 5 and the Macks Creek Law*, presented an update on the statutory changes regarding municipal courts and traffic citation revenue to the Cass County League of Cities, October 2015

*Getting the Most Out of Your City Attorney*, co-presented a seminar with Jennifer Baird of Lauber Municipal Law and Nancy Yendes, City Attorney for the City of Blue Springs, addressing recommendations, insights, and best practices for cities to obtain effective representation from their city attorney at the Missouri Municipal League Annual Conference, September 2015

*Missouri's Sunshine Law*, presented a webinar on the background, best practices, and nuances associated with Missouri's open records law as part of the St. Louis County Municipal League's Municipal Officials Training Academy, August 2015

*Municipal Revenue Sources and the Hancock Amendment*, presented a seminar addressing the sources of authority, revenue generating activities, and constitutional limitations at the Missouri Municipal Attorneys' Association Annual Conference, July 2015

*Missouri's Sunshine Law, Municipal Taxation and Revenue, Sovereign Immunity and Insurance*, presented a series of seminars on multiple municipal governance topics as part of Lauber Municipal Law's Newly Elected Official Training, May and June 2015



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*



### J. ROBERT WILLARD

#### **General Overview**

Rob Willard is the elected County Treasurer of Platte County, Missouri. Rob oversees the financial accounts holding the funds for Platte County's \$60M budget and manages an investment portfolio of over \$30M. During his time in office, Rob successfully restored funding to domestic violence shelters, implemented the first comprehensive investment policy that prioritized economic development and local investment, and doubled the rate of return on the County's investment portfolio. Prior to taking office, Rob was in private practice, serving as the City Attorney for the City of Stewartville, advising businesses on real estate issues, and supporting the litigation efforts of some of the most prestigious law firms in Kansas City. Rob began his career as an Assistant Prosecutor for the Platte County Prosecuting Attorney's Office, first as the chief prosecutor for traffic and DWIs and later as the Chief Financial Crimes Prosecutor, where he successfully prosecuted the first felony identity theft case in Platte County history. Before law school, Rob Willard worked for business and consulting firm Accenture and was an analyst on a \$1B project that stretched over five continents. Rob and his wife Jeri have two children and live in Kansas City.

#### **Education**

University of Missouri – Kansas City, J.D., 2003

University of Missouri – Bachelor of Arts in History, with Honors, 1999  
Student Body President

#### **Bar Admissions**

Missouri, 2004

#### **Honors/Recognition**

Ingram's Magazine, "Forty under 40", 2015

Northland Chamber of Commerce "Leadership Northland", 2005

Eagle Scout

#### **Relevant Legal Experience**

- Chairman, Professional/Legal Services Committee, Missouri County Treasurers' Association
- Appointed City Attorney for the City of Stewartville, 2008-2009

- Special Prosecutor, Platte County, Missouri, 2008-2012
- Special Counsel, Platte County Public Administrator's Office, 2008-2012

### **Professional Affiliations**

The Missouri Bar

Missouri Municipal Attorneys Association

Missouri Municipal League

Platte County Bar Association, Past President

### **Civic and Community Involvement**

Missouri County Treasurers' Association

Platte County Economic Development Corporation (non-voting member)

KCI Tax Increment Finance Commission (non-voting member)

Tri-County Domestic Violence Shelter Board (Platte, Clay & Ray Counties) 2010-2012

Park Hill School District Community Anti-Drug Task-Force 2004-2007

### **Lectures/Speeches**

*Missouri's Use Tax*, presented at the Missouri County Treasurer's Association annual conference, September 2015.

*Effective Car Stops*, presented at the Platte County Law Enforcement Annual Training, October 2007.

*Legislative Update for Law Enforcement*, presented at the Platte County Law Enforcement Annual Training, October 2006.

*Legislative Update for Law Enforcement*, presented at the Platte County Law Enforcement Annual Training, October 2005.

*Search and Seizure Law Update*, presented at the Platte County Law Enforcement Annual Training, October 2005.

*Road Patrol Issues*, presented at the Platte County Law Enforcement Annual Training, October 2004.



LAUBER MUNICIPAL LAW, LLC  
*Serving those who serve the public*

## FIRM MUNICIPAL LAW EXPERIENCE

### **City of Lawson, Missouri**

Serving as appointed City Attorney since 2008. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction; assist with personnel issues; provide advice on real estate transactions, claims issues, and land use matters; draft and interpret ordinances and contracts; assist with amendments to city codes; provided training to City's Board of Adjustments

### **City of Urich, Missouri**

Serving as appointed City Attorney since 2011. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction; assist with dangerous buildings ordinance enforcement; developed first zoning ordinance; and provide advice on economic development issues

### **City of Creighton, Missouri**

Serving as appointed City Attorney since 2013. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction; negotiate professional services agreement with engineering firm for water system project

Serving as appointed City Prosecutor since 2015.

### **City of Crystal Lakes, Missouri**

Serving as appointed City Attorney since 2013. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction

### **City of East Lynne, Missouri**

Serving as appointed City Attorney since 2013. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction

Serving as appointed City Prosecutor since 2015.

### **City of Archie, Missouri**

Serving as appointed City Attorney since 2014. Provide day-to-day legal consultation; provide legal support at Board of

	Aldermen meetings; answer questions of city authority, open records law compliance, interpretations of state statute and ordinance construction, and economic development issues
<b>City of Adrian, Missouri</b>	Serving as appointed City Attorney since 2014. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, interpretations of state statute and ordinance construction, and economic development issues
<b>City of Drexel, Missouri</b>	Serving as appointed City Attorney since 2015. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, interpretations of state statute and ordinance construction, and economic development issues
<b>City of Windsor, Missouri</b>	Serving as appointed City Attorney and City Prosecutor since 2015. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, interpretations of state statute and ordinance construction, and economic development issues
<b>City of Camden, Missouri</b>	Serving as appointed City Attorney since 2015. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, interpretations of state statute and ordinance construction, and economic development issues
<b>City of Henrietta, Missouri</b>	Serving as appointed City Attorney since 2016. Provide day-to-day legal consultation; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, interpretations of state statute and ordinance construction, and economic development issues
<b>City of Branson, Missouri</b>	Currently serving as special counsel to advise on the creation of a large community improvement district; preparation of a conflicts of interest analysis program; and creation of a comprehensive administrative hearing process
<b>City of Harrisonville, Missouri</b>	Served as special counsel for Mayor-Board communications work session
<b>City of Jefferson City, Missouri</b>	Served as special counsel to review annexations made by two neighboring cities to determine the legality of those actions in contemplation of possible action to challenge the annexations; and to advise city staff regarding issues related to the administration of existing tax increment financing plans and to adopt an economic development policy
<b>City of Moberly, Missouri</b>	Served as special counsel for easement acquisition agreement; creation of a utility assistance program; preparation of invitation for bids document and related instructional sheet; assisted in

	airport hangar lease issue; and developed ordinance to tie business license revocation to synthetic marijuana enforcement
<b>City of Pleasant Valley, Missouri</b>	Served as special counsel in a lease purchase financing of a fire department building; and to resolve a gross receipts tax matter
<b>City of Sedalia, Missouri</b>	Served as special counsel for municipal issues related to open meetings act exceptions and land use regulations of social services uses in a historic downtown area
<b>City of Sugar Creek, Missouri</b>	Served as special counsel for red flag rule training sessions
<b>Village of Claycomo, Missouri</b>	Presented a seminar promoting the improvement of city and community activity and interaction
<b>Village of Tina, Missouri</b>	Served as special counsel in a water purchase contract matter
<b>City of Henrietta, Missouri</b>	Served as special counsel in zoning violation matter
<b>City of Troy, Missouri</b>	Served as special counsel to provide a training seminar on issues related to public works contracts. Also retained as special counsel to draft a revision to the City's purchasing policy
<b>City of Independence, Missouri</b>	Served as special counsel to provide a training seminar to the City's Board of Zoning Adjustments
<b>City of Oak Grove, Missouri</b>	Served as primary "assistant city attorney" providing day-to-day legal consultation in support of city attorney; provide legal support at Board of Aldermen meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction; provide advice on claims issues and land use matters; draft and interpret ordinances and contracts; assist with amendments to city codes; provided training to City Board of Zoning Adjustments
<b>City of Fairway, Kansas</b>	Appointed "Public Officer" of the City from 2003-2005; assisted city with code enforcement issues; served as primary "assistant city attorney" providing day-to-day legal consultation in support of city attorney; provide legal support at City Council meetings; answer questions of city authority, open records law compliance, and interpretations of state statute and ordinance construction; drafted and assisted in the implementation of the city's non-owner occupied residential housing license program
<b>Town of Unity Village, Missouri</b>	Served as "assistant town attorney" providing legal consultation in support of city attorney; assisted with election law issue to provide solution to issue caused by omission of initial procedural requirement; provided advice regarding financing of public infrastructure improvements
<b>City of Pleasant Hill, Missouri</b>	Legal counsel for annexation of additional 1.75 square miles of land into city limits
<b>Lawrence/Douglas County, Planning Commission</b>	Participated as legal consultant on project team to draft updated and revised subdivision regulations

<b>City of Lee's Summit, Missouri</b>	Served as member of legal counsel team in successful annexation dispute litigation against Lake Lotawana, Missouri
<b>City of St. Joseph, Missouri</b>	Served as member of legal counsel team in litigation against Governor, State Auditor, and Attorney General involving challenge to the constitutionality under the Hancock Amendment of amendment to a statute by the General Assembly in 2008
<b>City of St. Joseph, Missouri</b>	Served as member of legal counsel team in annexation litigation with County Club Village. <i>City of St. Joseph v. Village of Country Club</i> , 163 S.W.3d 905 (Mo. banc 2005)
<b>City of Oak Grove, Missouri</b>	Served as member of legal counsel team in condemnation action to acquire sewer easements from multiple property owners associated with construction of new sewer plant
<b>Garden City Fire Protection District &amp; Ambulance Service</b>	Currently serving as general counsel to the District for day-to-day matters and to assist in identifying additional funding sources for District operations.
<b>Sni Valley Fire Protection District</b>	Served as special counsel to the District in a dispute over jurisdictional authority to enforce fire safety regulations within the District's territorial boundaries
<b>Mt. Pleasant Township Special Road District</b>	Currently serve as general counsel to special road district responsible for maintenance and upkeep of roads in a portion of Cass County, Missouri
<b>Jefferson County, Missouri</b>	Participated as a member of consultant team in the development of a Unified Development Ordinance
<b>Harrisonville Towne Center TDD</b>	Currently serve as general counsel to transportation development district formed to provide funding for public transportation improvements; provide legal support for annual property owner meetings and regular board of director meetings; draft all resolutions and minutes for meetings; ensure compliance with all statutory reporting requirements
<b>Historic Downtown Branson CID</b>	Currently serve as general counsel to community improvement district formed to provide funding for the provision of trolley service, public improvements, and promotion of businesses within the District; provide legal support for annual property owner meetings and regular board of director meetings, resolutions and minutes for meetings, and to ensure compliance with all statutory reporting requirements
<b>Historic Downtown Excelsior Springs CID</b>	Currently serve as general counsel to community improvement district formed to provide funding for district services, public improvements, and promotion of businesses within the District; provide legal support for annual property owner meetings and regular board of director meetings, resolutions and minutes for meetings, and to ensure compliance with all statutory reporting requirements

**Greenview CID, Camden Co., MO** Currently serve as general counsel to community improvement district formed to provide funding for public sewer improvements within the District; provide legal support for annual property owner meetings and regular board of director meetings; draft all resolutions and minutes for meetings; ensure compliance with all statutory reporting requirements

**Missouri Municipal League**

Developed a policy for videoconferencing as related to an amendment to the state's open records and open meetings law

Conducted legal review of Sunshine Law educational program developed by the League as a part of its city official certification program

Authored amicus brief in *Engelage v. City of Warrenton* filed with the Missouri Court of Appeals, Eastern District in support of the position that counties are subject to city building construction regulations including those for sewer and water connections and building permit fees

Authored amicus brief in *Utility Services Co., Inc. v. Mo. Dept. of Labor and Indust'l Rel.* filed with the Missouri Court of Appeals, Western District, and the Supreme Court of Missouri in support of the position that a water tower maintenance company's contract for maintenance and repainting of a water tower constitutes "maintenance" and not "construction" under the Missouri Prevailing Wage Act

NOTE: Work on some of the projects listed above was performed by Joseph G. Lauber while practicing with previous employers (e.g., Stinson Morrison Hecker LLP; Gilmore & Bell, P.C.; and Williams & Campo, P.C.).



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*

### FIRM ECONOMIC DEVELOPMENT EXPERIENCE

#### Economic Development General Counsel

<b>City of Grandview, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Grain Valley, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Lexington, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Sedalia, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Jefferson, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Butler, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Pleasant Valley, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Boonville, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Clinton, Missouri</b>	Currently serve as Economic Development Special Legal Counsel
<b>City of Harrisonville, Missouri</b>	Currently serve as Economic Development Special Legal Counsel

#### Economic Development Incentive Programs

<b>City of Blue Springs, Missouri</b>	Member of legal counsel team that created the Adams Dairy Parkway Transportation Development District (TDD) and Adams Dairy Landing Community Improvement District (CID) to assist in funding project improvements related to a retail shopping center redevelopment project
---------------------------------------	--

<b>City of Blue Springs, Missouri</b>	Legal counsel on Adams Dairy Parkway Place Community Improvement District (CID) to assist in the funding of a mixed use retail and office development project
<b>City of Boonville, Missouri</b>	Legal counsel on the Hail Ridge residential housing and municipal golf course development
<b>City of Branson, Missouri</b>	Legal counsel on the Highway 76 Corridor Community Improvement District (CID) established to assist in funding public improvements and services for the city's entertainment district
<b>City of Branson, Missouri</b>	Legal counsel on the Downtown Branson Mainstreet Community Improvement District (CID) established to fund trolley used to move shoppers throughout the historic downtown shopping district and the Branson Landing development
<b>City of Branson, Missouri</b>	Legal counsel on the Branson Hills Infrastructure Facilities Community Improvement District (CID) established to fund water and wastewater infrastructure improvements related to a mixed use development project
<b>City of Chillicothe, Missouri</b>	Legal counsel on Stoneybrooke Community Improvement District (CID) established to assist in funding a home improvement retail development
<b>City of Grain Valley, Missouri</b>	Legal counsel on \$26 million Grain Valley Marketplace Tax Increment Financing (TIF) redevelopment project, including use of Neighborhood Improvement District (NID) and Community Improvement District (CID) to assist in the funding of a movie theater and retail redevelopment project
<b>City of Grandview, Missouri</b>	Serving as legal counsel for \$234 million TIF project for the redevelopment of blighted property for use as a destination soccer venue
<b>City of Grandview, Missouri</b>	Served as legal counsel for \$76 million TIF project for the redevelopment of the Truman Corners Shopping Center
<b>City of Grandview, Missouri</b>	Legal counsel on Chapter 353 Urban Redevelopment Corporation project to provide tax incentives to attract a large physicians group to locate within the City's limits and redevelopment a blighted area.
<b>City of Grandview, Missouri</b>	Served as legal counsel for Chapter 100 financing incentives for a 12-parcel industrial park
<b>City of Grandview, Missouri</b>	Served as legal counsel for EEZ abatement program to attract NOAA facility

<b>City of Harrisonville, Missouri</b>	Serving as legal counsel for redevelopment of former hospital into senior living through a Chapter 353 abatement program
<b>City of Harrisonville, Missouri</b>	Member of legal counsel team for retail Harrisonville Towne Center Tax Increment Financing (TIF) redevelopment project, including use of Transportation Development District (TDD)
<b>City of Harrisonville, Missouri</b>	Legal counsel on Harrisonville Market Place Community Improvement District (CID) established to provide funding for tax increment financing redevelopment project bonds; also legal counsel on termination of the CID when alternative funding for the project was identified and implemented
<b>City of Harrisonville, Missouri</b>	Legal counsel on City-initiated Transportation Development District (TDD) involving over fifty property owners to fund improvements to M-291 and US 71 Highway interchange
<b>City of Independence, Missouri</b>	Member of legal counsel team to create the Crackerneck Creek Transportation Development District (TDD), to assist in funding transportation improvements related to a retail and hotel development
<b>City of Jefferson, Missouri</b>	Served as legal counsel for \$37 million TIF project for the redevelopment of the Capital Mall Shopping Center
<b>City of Joplin, Missouri</b>	Reviewed community improvement district petition for proposed downtown CID
<b>City of Joplin, Missouri</b>	Member of legal counsel team for retail 1717 Market Place Tax Increment Financing (TIF) redevelopment project, including use of Transportation Development District (TDD); legal counsel for negotiation of cooperative agreement among City, developer, and TDD
<b>City of Kearney, Missouri</b>	Legal counsel on Kearney Westside Community Improvement District (CID) established to assist in road improvements for truck stop development project
<b>City of Lee's Summit, Missouri</b>	Legal counsel on Raintree 150 Center Community Improvement District (CID) to assist in funding road improvements related to a retail strip center development
<b>City of Lexington, Missouri</b>	Serving as legal counsel on incentives project to attract a national retailer
<b>City of Liberty, Missouri</b>	Legal counsel on retail Liberty Triangle Shopping Center Community Improvement District (CID), established to assist in funding remediation of blight in an aging shopping center anchored by a furniture store

<b>City of Liberty, Missouri</b>	Legal counsel for negotiation of cooperative agreement among the City, developer, and Rogers Plaza Community Improvement District (CID), which was established to assist in funding redevelopment project costs for a Tax Increment Financing (TIF) redevelopment project
<b>City of Liberty, Missouri</b>	Legal counsel for the establishment of the Liberty Corners Community Improvement District (CID) to assist in funding project costs for rehabilitation of an aging shopping center and realignment of roads leading into the development
<b>City of Oak Grove, Missouri</b>	Legal counsel for establishment of the Bridgewood Plaza Community Improvement District (CID) to assist in the funding of project costs for grocery store development
<b>City of Raymore, Missouri</b>	Legal counsel on Hubach Hill Road/North Cass Parkway Transportation Development District (TDD) and Community Improvement District (CID) to fund construction of road improvements connecting to a new highway interchange in the City
<b>City of Raymore, Missouri</b>	Legal counsel on Foxwood Village Shops Community Improvement District established to fund public improvements related to a retail Tax Increment Financing (TIF) redevelopment project
<b>City of St. Joseph, Missouri</b>	Legal counsel on East Hills Community Improvement District (CID) and participated as member of legal team for retail mall East Hills Tax Increment Financing (TIF) redevelopment project to remediate blight at an aging shopping mall
<b>City of St. Joseph, Missouri</b>	Legal counsel for negotiation of cooperative agreement among the City, developer, and The Commons Community Improvement District (CID) established to assist in funding public infrastructure related to a development for a home improvement retailer
<b>City of Sedalia, Missouri</b>	Serving as legal counsel for \$11 million TIF project for the redevelopment of blighted areas along U.S. 50 Highway
<b>City of Sedalia, Missouri</b>	Served as legal counsel for amendment of city-initiated TIF plan for the redevelopment of the City's historic downtown
<b>City of Sedalia, Missouri</b>	Served as legal counsel for Chapter 100 tax exemption and industrial revenue bonds project to attract a major manufacturing facility
<b>City of Sugar Creek, Missouri</b>	Participated as member of legal counsel team on Sugarland Center mixed use redevelopment project utilizing Tax

Increment Financing (TIF) and Community Improvement District (CID)

**Cass County, Missouri**

Legal counsel for creation of a multi-jurisdiction (with City of Belton, Cass County, and Missouri Department of Transportation) Transportation Development District (TDD) to fund construction of new highway interchange on U.S. 71 Highway

**Harrisonville Towne Center TDD**

Currently serve as general legal counsel for the District

**Downtown Excelsior Springs CID**

Currently serving as serve as general counsel to community improvement district established to carry out the recommendations of the City of Excelsior Springs' Dream Initiative program by providing a sustainable funding source for ongoing district operations, including the promotion of businesses within the District; served as legal counsel for establishment of the CID.

**Historic Downtown Branson CID**

Currently serve as general counsel to community improvement district established to provide funding for the provision of trolley service, public improvements, and promotion of businesses within the District; provide legal support for annual property owner meetings and regular board of director meetings, resolutions and minutes for meetings, and to ensure compliance with all statutory reporting requirements

**Greenview CID**

Currently serve as legal counsel for this political subdivision-type District which was established to fund the construction of sanitary sewers for a group of business owners located in unincorporated Camden County; served as legal counsel for establishment of the CID.

NOTE: Work on several of the projects listed above was performed by Joseph G. Lauber while practicing with previous employers (e.g., Stinson Morrison Hecker LLP; Gilmore & Bell, P.C.; and Williams & Campo, P.C.

**RESOLUTION 2016-19**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LAUBER MUNICIPAL LAW, LLC AS LEGAL COUNSEL FOR THE CITY OF PECULIAR**

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

**Section 1. RESOLVED**, that the Board of Aldermen have determined the need for legal counsel to handle City of Peculiar legal matters.

**Section 2. RESOLVED**, that the Mayor makes the recommendation to retain Lauber Municipal Law LLC, as City Attorney for the City of Peculiar.

**Section 3. EFFECTIVE DATE.** The effective date of this Resolution shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**NOW THEREFORE, BE IT RESOLVED THAT UPON A ROLL CALL VOTE, SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:**

Alderman Hammack  
Alderman Dunsworth  
Alderman Harlan

Alderman Ray  
Alderman Ford  
Alderman Roberts

APPROVED:

ATTEST:

\_\_\_\_\_  
Holly Stark, Mayor

\_\_\_\_\_  
Janet Burlingame, City Clerk

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Alderman  
**From:** Brad Ratliff  
**Date:** June 20, 2016  
**Re:** Goals for City Administrator

---

#### **GENERAL INFORMATION**

---

**Applicant:**

**Status of Applicant:**

**Requested Actions:** Set Goals with City Administrator

**Date of Application:**

**Purpose:** Review Goals with City Administrator for Year End

**Property Location (if applicable):**

---

#### **PROPOSAL**

---

On May 16, 2016, Mayor Stark asked that each Alderman submit a few goals for the City Administrator to complete by year end. The purpose of the request was to establish an agreed upon consensus of the Board and the City Administrator on items to be completed. The BOA stated they agreed with the goals presented by the City Administrator on November 16, 2015. They asked the City Administrator to resubmit the goals to the BOA to review their attainability and approve at the next available meeting.

---

#### **PREVIOUS ACTIONS**

---

- On January 4, 2016, the BOA agreed on the need to establish goals with the City Administrator.
  - On May 16, 2016, the BOA were still in favor of the City Administrator goals that were set on November 16, 2015.
  - BOA asked City Administrator to review the goals of November 16, 2015 for attainability.
- 

#### **KEY ISSUES**

---

- Mayor stated the desire to proceed after newly elected BOA members were in office
  - BOA will discuss the established goals with City Administrator on December 5, 2016
  - Goals are consistent to the Main Goals and Priorities established by the BOA in 2014
- 

#### **STAFF COMMENTS AND SUGGESTIONS**

---

The City Administrator reviewed the goals from November 16, 2015, leaving those that have been completed, as well as changing the few that are no longer valid, i.e.: Code Enforcement which was completely changed in May 2016.



# City Administrator Goals

2016

## Police Department

- The department will be establishing secure protocols for retention and control of video evidence for both in-car video and body worn video. With the assistance of the IT department, access to duplication of the video will be limited within the agency.
- The department will continue to stress cultural diversity in the community and assure that all officers are achieving required continuing educational racial profiling training as promulgated by Missouri State Statute. The department will strive to make appropriate minority hiring to reflect the needs of this community and remain within acceptable governmental and social disparity rates.
- The Peculiar Police Department will strive to better communicate with our citizen's, especially those who are victims of crime. The department will refer crime victims to crime victim advocates at the prosecutor's office in those cases where a suspect has been identified.
- Require a professional work ethic and professional work product by officers engaged in routine police duties, and preliminary and follow-up investigations.

## Public Works/Streets

- Continue the project management of the \$9.2 M construction budget of the I-49 & Peculiar Way Interchange and Peculiar Way Improvements projects.
- Begin the project management of engineering design and the \$1.1M construction budget of School Road from 203rd Street to Peculiar Way project.
- Begin gathering information for the first draft to start the APWA Accreditation process
- Begin the project management of engineering design and construction of the sidewalk project from City Hall to the J/C & I-49 interchange bridge.
- Prepare and submit MARC 2016 STP/BR grants for Phase 3 of School Road, Peculiar Drive/Route C (Main Street) and Safe Routes to School.
- Complete the design and being to acquire the ROW required for southern portion (intersection) of School Road and Peculiar Way.

## Planning and Zoning/Codes

- Remain Pro-active on property maintenance throughout the City while striving to improve and enhance the professional image of Planning and Codes to our Citizens.
- Amend the City's Updated Comprehensive Plan, 2015 and possibly the City Zoning Map to reflect a "Downtown" District and incorporate design and development criteria more closely aligned with the City's original and shared vision.
- Begin utilizing the City Website to allow residents to see properties that are being addressed by the Codes Department.
- Separate the duties of Codes in to New Construction homes, Commercial and Industrial, which will be handled by IBTS. Nuisance and small sized permits and code violations will be handled by Public Works.

## Parks and Recreation

- Set Rental Rates for the Raisbeck Soccer Fields and other areas of Park.
- Offer an Adult Flag Football League
- Complete the LWCF Grant, the Raisbeck Nature trail
- Add a sidewalk from the current sidewalk to the Shelter house at McKernan park
- Repairs of sidewalk and bridge at McKernan Park
- Develop a Recreation Program marketing and growth plan
- Hire a new Park Supervisor

- Extend Highline Trail from Broadway to YY
- Develop Multiple Eagle Scout projects along the Trail Systems.
- Create Senior's Activity Programs
- Create a Parks and Recreation Sponsorship Packet to attract sponsorships for teams, events and needs.

### **Business Office/IT Administration**

- Finish Incode software suite implementation project for all City departments (ongoing)
- Implement a Data Loss Prevention solution for PD and City Hall
- Research a Mobile Device Management solution for PD and City Hall
- Plan and Prepare for migration to Next-Generation Firewall Solution for all City locations
- Create Disaster Recovery and Crisis Management Plan for IT
- Research health care and HR policy consultants to cut cost
- Research an HRIS on-line open enrollment system
- Expand remote monitoring capabilities at Water Tower, Wastewater Plant and Raisbeck Park
- Create "Craigslist Safe Place" at PD parking lot for citizens to conduct transactions
- Implement PO system , capital project reporting and daily cash receipting in Incode

### **Water Works Division**

- Complete a Value Engineering (VE) Study with Burns & McDonald, and design a time line for an alternate water source to be approved by the Board of Aldermen.
- Complete a Tap Fee Study with Burns & McDonald.
- Complete the design and potentially begin to acquire the easements required for the 5-mile water transmission main.
- Continue the project management of engineering design, alignment study and acquisition of water main easements for the transmission main (\$3.9M) for new water source.
- Continue the project management of the \$0.7M construction budget of the 12-inch water main along Peculiar Drive and Main Street from Hurley to North Street.
- Continue the project management of engineering design, of the three (3) additional water main improvements projects (\$1.4M budget).
- Begin gathering information for the first draft to start the APWA Accreditation process

### **Waste Water Division**

- Complete review of the Wastewater Engineering Study Grant with Carollo Engineering, evaluating the wastewater needs of the City's northwest area.
- Identify Cured-In-Place Pipe (CIPP) projects to design, bid and construct.
- Continue gathering operational guidelines for Administrative and Maintenance for the Wastewater Division
- Continue gathering information for the APWA Accreditation process
- Complete a Sanitary Sewer Tap Fee Study with GBA

### **Economic Development**

- Complete the CID by signatures acquired and election completed.
- Begin the full out Marketing Campaign with marketing consultant.
- Go to our first trade show to promote our community and what we have to offer.
- Final approval from the State on the only Industrial Certified Site in Cass County, here in Peculiar, MO.
- Work with CCCED to strengthen and advance a workforce development program in Peculiar and Cass County.
- Continue with the Original Downtown vision and the Chamber of Commerce.

**RESOLUTION 2016-20**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE CITY ADMINISTRATOR GOALS FOR 2016 AND TO BE REVIEWED ON DECEMBER 5, 2016.**

**WHEREAS**, at the request of the Mayor, the Board of Aldermen were asked to establish goals for the City Administrator; and

**WHEREAS**, the purpose was to establish an agreed consensus of the Board of Aldermen and the City Administrator on the goals; and

**WHEREAS**, the Board of Aldermen requested the City Administrator to review the goals to ensure they are attainable; and

**WHEREAS**, the goals are consistent to the Main Goals and Priorities established by the Board of Aldermen in 2014.

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

**Section 1.** The Board of Aldermen authorizes approval of the City Administrator Goals for 2016 and to be reviewed December 5, 2016.

**Section 2. *Effective Date.*** The effective date of this Resolution shall be \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Alderman Ford	_____	Alderman Ray	_____
Alderman Hammack	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	Alderman Harlan	_____

APPROVED:

ATTEST:

\_\_\_\_\_  
Holly Stark, Mayor

\_\_\_\_\_  
Janet Burlingame, City Clerk

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Janet Burlingame*

**City Engineer**  
*Carl Brooks*

**Business Office**  
*Trudy Prickett*



**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

**City Attorney**  
*Reid Holbrook*

**Parks Director**  
*Grant Purkey*

**Municipal Offices – 250 S. Main Street, Peculiar, MO 64078**  
Phone: (816)779-5212 Facsimile: (816)779-1004

---

**To:** Board of Aldermen  
**From:** Nick Jacobs  
**Date:** 06/14/16  
**Re:** Sludge Contract with Korn Hauling

---

#### **GENERAL INFORMATION**

---

**Applicant:** City Staff  
**Requested Actions:** Discuss a new contract with Wayne Korn of Korn Hauling for Sludge Removal  
**Date of Application:** 06/6/16  
**Purpose:** approval of resolution for sludge hauling services.

---

#### **PROPOSAL**

---

Currently we have 1 part time driver who uses our sludge truck to haul to the City of Harrisonville. The driver averages 20 hours per week. The truck was purchased in 2007 and has over 250,000 miles on it from hauling to Little Blue Sewer District for the last 8 years.

In 2014 we signed a contract to haul our sludge to the City of Harrisonville which would save a tremendous amount of drive time and wear on the sludge truck as well as reduced hours for the driver. Earlier this year our sludge truck driver had a health scare which put him in the hospital for 3 days.

Mr. Wayne Korn of Korn Hauling approached the Utility manager regarding sludge disposal. Mr. Korn has hauled for us in the past when our sludge truck has been down for repairs. He currently has the contract to haul sludge for the City of Clinton and is nearing completion of a contract with the City of Belton.

Mr. Korn has proposed to utilize his equipment and haul sludge for \$.04 per gallon. When adding all of the costs from the current year regarding salary, fuel, maintenance, repair, and sludge disposal fees, we currently pay \$.033 per gallon. There would be an additional cost at first but it would greatly reduce the risk and liability of the City as well we could wipe out the line item in 2020 for \$120,000 for the purchase of a new sludge truck. Staff has attached a breakdown of the costs.

Mr. Korn is proposing a 10 year contract with a firm price for the first 5 years and renegotiate for the remaining 5 years.

Staff spoke with the City of Belton who said they are pleased with his proposal and the City of Clinton has been using Mr. Korn for the last 6 years and had no complaints and praised him for him and his staffs work ethic. Staff contacted the City of Harrisonville and spoke to them regarding the current contract and they said we can leave the existing contract in place as a backup should something happen with Mr. Korn. The Harrisonville contract is paid based on what we deliver them and it will be no cost to keep the contract in place. The current contract with Harrisonville expires in 2019.

---

#### **PREVIOUS ACTIONS**

---

This was brought before the Board on June 6<sup>th</sup> as a topic for discussion.

---

**STAFF COMMENTS AND SUGGESTIONS**

---

Staff feels this would be an excellent way for the City to lose risk and liability and free up over \$120,000 in future CIP projects.

---

**STAFF RECOMMENDATION**

---

Staff recommends approval of the resolution.

---

**ATTACHMENTS**

Sludge Hauling Contract  
Resolution

---

## **SLUDGE DISPOSAL AGREEMENT**

**THIS SLUDGE DISPOSAL AGREEMENT**, is made as of \_\_\_\_\_, 2016, by Korn Harvesting & Hauling, LLC, a Missouri company, hereinafter “**Korn Hauling**” and Peculiar, Missouri, a municipal corporation of the State of Missouri, hereinafter “**Peculiar**”.

**WHEREAS**, Peculiar presently operates a Wastewater Treatment Plant (WWTP) the England Facility producing liquid sludge; and

**WHEREAS**, Peculiar is presently without a proper facility to dispose of its sludge. However, Peculiar currently has as contract with the City of Harrisonville to dispose of its sludge; and

**WHEREAS**, Korn Hauling has a permit to land apply sludge from the Missouri Department of Natural Resources (MDNR)( # Mo-G821214; and

**WHEREAS**, Korn Hauling is desirous of disposing of Peculiar’s sludge; and

**WHEREAS**, Korn Hauling has agreed to haul the sludge from the England Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Obligations of Korn Hauling: Korn Hauling agrees:

- A. To be responsible for the safe receipt, delivery and transportation of any sludge generated by Peculiar to be land applied in accordance with MDNR’s permit.
- B. To be responsible and liable for the disposal of the sludge that Korn Hauling will receive from Peculiar to Korn Hauling when the sludge is removed from the England Facility.
- C. To supply all labor, equipment, materials, fuels, repairs, equipment operators, and supervisory personnel required to receive the sludge from Peculiar’s WWTP.
- D. To land apply the sludge to pre-approved fields for disposal by liquid injection.as required.
- E. To comply with all applicable statutes, permits, and licensing requirements for the receipt, transfer and delivery of the sludge to the lands receiving the sludge.
- F. To make its receipt of sludge Monday through Friday during the hours of 8:00 AM to 3:00 PM, except holidays.

- G. Korn Hauling shall keep all records pertaining to analysis and disposal of sludge and shall be available to Peculiar upon request.
- H. To sign off on and approve the Sludge Delivery Form for all accepted receipt of sludge from Peculiar.
- I. To supply Peculiar once a year in a written report in accordance with and to comply with the Missouri Department of Natural Resources Annual Sludge Report: "Total of Dry Tons and Gallons and Monthly Dry Tons hauled."
- J. Soil samples will be gathered by Korn Hauling and submitted to the proper independent laboratories for analysis. Results of the tests will be submitted to Missouri Department of Natural Resources (MDNR) prior to any land application.
- K. Korn Hauling (and any subcontractor hired by Korn Hauling) shall procure a City of Peculiar Occupation License. Korn Hauling 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. Korn Hauling (and any subcontractor hired by the Korn Hauling) must furnish and maintain certification of authority to conduct business in the State of Missouri.
- L. To draft a Sludge Delivery Form that shall be completed by Korn Hauling for each attempted receipt of sludge from Peculiar's WWTP.

Obligations of Peculiar: Peculiar agrees:

- A. That its daily availability of sludge shall not exceed 10,000 gallons.
- B. To designate a Chief Wastewater Operator. The Chief Wastewater Operator, or his/her designee, will ensure that the terms of this Agreement are complied with.
- C. To notify Korn Hauling of any plant break-downs and days on which Peculiar notifies Korn Hauling by 10:00 AM. that service is not required that same day.
- D. That Peculiar may prohibit deliveries of sludge to Korn Hauling for scheduled or unscheduled maintenance when determined necessary by the Chief Wastewater Operator.
- E. That all of the sludge from Peculiar in accordance with the terms of the Agreement shall be from the City of Peculiar. Peculiar will not acquire or accept sludge from outside sources to make available for receipt to Korn Hauling.
- F. That Peculiar may reject any attempted receipt by Korn Hauling of sludge in the

event the Chief Wastewater Operator, or his/her designee determines, in their sole discretion, that the WWTP does not have the capacity to provide sludge from Peculiar.

- G. That if Peculiar's WWTP is damaged or destroyed in any way as a result of Korn Hauling's equipment for the receipt of Peculiar's sludge Korn Hauling will be solely responsible for all damage, including all remediation costs incurred by Peculiar.
- H. To notify Korn Hauling of all scheduled maintenance when the WWTP will not be able to provide sludge from Peculiar.
- I. To notify Korn Hauling, at the earliest opportunity, of any unplanned or unscheduled repairs or maintenance which will prohibit the WWTP from producing sludge deliveries.
- J. To notify Korn Hauling Peculiar, at the earliest available opportunity, when the Chief Wastewater Operator has determined the WWTP lacks capacity and will be unable to produce sludge deliveries.
- K. Beginning June 22, 2016, Peculiar shall pay Korn Hauling **\$0.04 per gallon** of sludge when diesel fuel is at or below **\$3.00 per gallon**. Fuel surcharge will apply as follows:

**\$0.0425/gallon when diesel fuel is between \$3.01 and \$3.50 per gallon**

**\$0.0450/gallon when diesel fuel is between \$3.51 and \$4.00 per gallon**

**If diesel fuel rises above \$4.00 per gallon, rates will be reevaluated.**

- L. Peculiar shall analyze the sludge for **"Total Suspended Solids"** as well as **"Total Percent Solids"** and provide the information to Korn Hauling.

Compensation. For services performed, Peculiar shall receive invoices from Korn Hauling, monthly with a net 30 day pay schedule from the invoice date.

Term. Except as noted otherwise in this Agreement, the term of this Agreement is ten (10) years (120 months), commencing on June 22, 2016, and terminating June 22, 2026. The pricing outlined above shall remain the same for the first five (5) years (60 months) and can be renegotiated after the initial five (5) years (60 months) or as otherwise outlined in this agreement. Korn Hauling and Peculiar may renew this Agreement on an annual basis, after the initial 5 year term, with the written consent of the Peculiar City Administrator or designee. Peculiar shall give Korn Hauling written notice of its intention to renew this Agreement not later than ninety (90) days prior to the expiration of the first five year (60 month) term or any subsequent one (1) year term.

Termination. Either Party may cancel and terminate this Agreement with or without cause by notifying the other Party by ninety (90) days advanced written notice.

Assignment. The Parties shall not assign this Agreement or any part thereof in any

manner whatsoever or assign any of the privileges recited herein without the prior written consent of the non-assigning party. In the event of an assignment without the written consent of the non-assigning party, the assigning party shall remain liable for the remainder of the term of the Agreement.

Indemnification. Korn Hauling agrees to protect, defend, indemnify, and hold Peculiar, its employees, agents, attorneys and elected and appointed officials completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Korn Hauling's duties under this Agreement including but not limited to the transfer of the sludge from Peculiar's WWTP, or the acts or omissions of Korn Hauling's agents, attorneys, employees, contractors, subcontractors, and elected and appointed officials regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused solely by the negligence or willful misconduct of Peculiar, or its employees and elected and appointed officials. This duty shall also extend to claims of damages to the environment caused by Korn Hauling, including but not limited to the investigation, field study, and cleanup costs assessed by any federal, state or local agency against Korn Hauling or any of its agents or officials, as well as any civil fine or penalty. Korn Hauling shall give Peculiar reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement. The duties of Korn Hauling specified herein shall not be limited by the amount of any insurance coverage required to be provided by Korn Hauling herein, but shall extend to the full amount of any such claim or liability. This duty shall also not be limited by the provision of any workers' compensation coverage.

Insurance. Korn Hauling shall, at its expense, procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company acceptable to Peculiar, public liability insurance, with independent contractor's coverage and contractual liability endorsement, including but not limited to automobile liability coverage insuring Korn Hauling and Peculiar for personal injury and property damage, and such other insurance necessary to protect Peculiar from all such claims and actions described in this Agreement. During the performance of the Services under this AGREEMENT, Korn Hauling shall maintain the following insurance:

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

**Korn Hauling shall furnish Peculiar certificates of insurance, which shall include a**

**provision that such insurance shall not be canceled without at least thirty days' written notice to Peculiar. All subcontractors shall be required to include Peculiar and Korn Hauling as additional insureds on their General Liability insurance policies, and shall be required to indemnify Peculiar and Korn Hauling to the same extent. Should Korn Hauling hire a subcontractor for performance of the General Maintenance tasks, said subcontractor shall maintain the same minimum insurance listed above.**

Entirety of Agreement. This written Agreement contains the sole and entire Agreement between the parties. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties. For Peculiar, any such modification must be approved, in advance, by lawful vote of the Board of Aldermen.

Applicable Law and Venue. It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Missouri. The laws of the State of Missouri shall be applicable and shall govern to the exclusion of the law of any other forum. All actions related to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Missouri, located in Cass County, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Missouri, located in Cass County, Missouri.

Severability. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. Paragraph headings are used herein for convenience only and shall not be used to interpret this Agreement or any provision hereof.

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

**Korn Hauling:** \_\_\_\_\_ (Business/Organization Name)

\_\_\_\_\_ (Owner Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, Zip)

\_\_\_\_\_ (Telephone)

\_\_\_\_\_ (Email)

**City: City of Peculiar, MO**

Brad Ratliff, City Administrator

250 South Main

Peculiar, MO 64078

816-779-2230

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

Authority. Each party warrants and represents that it has complied with RSMo 432.070 and has full authority to enter into this Agreement and all necessary approvals, including a vote by the respective governing bodies, have been obtained and that the person executing this Agreement on its behalf is authorized to do so.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which counterparts shall be deemed to be one and the same document. The parties may execute this Agreement by signatures obtained through facsimile and those signatures may be relied upon by the other party as valid as if they were signed in the presence of the other party.

Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SO AGREED:

**KORN HARVESTING & HAULING, LLC**

By: \_\_\_\_\_  
[name]

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public, this \_\_ of \_\_\_\_\_, 2016.

\_\_\_\_\_

My commission expires:

**PECULIAR, MISSOURI**

By: \_\_\_\_\_  
[Name]

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public, this \_\_ of \_\_\_\_\_, 2016.

\_\_\_\_\_

My commission expires:

**RESOLUTION 2016-21**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING A SLUDGE DISPOSAL AGREEMENT WITH KORN HARVESTING AND HAULING, LLC THROUGH JUNE, 2026.**

**WHEREAS**, the City of Peculiar is desirous of entering into an agreement with Korn Harvesting and Hauling, LLC for Sludge Disposal Services on June 22, 2016; and

**WHEREAS**, the initial period of the agreement would be for five (5) years ending June 22, 2021; and

**WHEREAS**, the agreement can be renewed for an additional five (5) years unless cancelled by one or both parties; and

**WHEREAS**, the sludge disposal rates have been set for the next five (5) years in the Sludge Disposal Agreement;

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

**Section 1.** The Board of Aldermen approves the agreement with Korn Harvesting and Hauling, LLC for Sludge Disposal Services through June 22, 2026.

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

**THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

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

Alderman Hammack	_____	Alderman Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	Alderman Harlan	_____

APPROVED:

ATTEST:

\_\_\_\_\_

Holly Stark, Mayor

\_\_\_\_\_

Janet Burlingame, City Clerk

## Janet Burlingame

---

**From:** Brad Ratliff  
**Sent:** Monday, June 13, 2016 6:28 PM  
**To:** Janet Burlingame  
**Cc:** Holly Stark  
**Subject:** Fwd: Fireworks

Janet,

Please add this as a topic for meeting agenda.

Thanks,

Brad Ratliff

Begin forwarded message:

**From:** Holly Stark <[HStark@cityofpeculiar.com](mailto:HStark@cityofpeculiar.com)>  
**Date:** June 13, 2016 at 5:31:40 PM CDT  
**To:** Brad Ratliff <[bratliff@cityofpeculiar.com](mailto:bratliff@cityofpeculiar.com)>  
**Subject:** Fwd: Fireworks

Sent from my iPad

Begin forwarded message:

**From:** Hubble Hill <[hillhubble@yahoo.com](mailto:hillhubble@yahoo.com)>  
**Date:** June 13, 2016 at 5:31:26 PM CDT  
**To:** Holly Stark <[HStark@cityofpeculiar.com](mailto:HStark@cityofpeculiar.com)>  
**Cc:** Brad Ratliff <[bratliff@cityofpeculiar.com](mailto:bratliff@cityofpeculiar.com)>  
**Subject:** Re: Fireworks  
**Reply-To:** "[hillhubble@yahoo.com](mailto:hillhubble@yahoo.com)" <[hillhubble@yahoo.com](mailto:hillhubble@yahoo.com)>

That would be great thank you

Sent from Yahoo Mail on Android

On Mon, Jun 13, 2016 at 10:21 AM, Holly Stark  
<[HStark@cityofpeculiar.com](mailto:HStark@cityofpeculiar.com)> wrote:  
Hubble-

We discussed this with staff. Right now the only day they are allowed is July 4. The portion of our code that was changed several years ago, was regarding the days that the SALE of fireworks is allowed. It would take some action by the boa. With your permission. I can put this on for a topic of discussion at next

Monday nights board meeting and see if a majority of the board is willing to do so.

Sent from my iPad

On Jun 13, 2016, at 9:36 AM, Hubble Hill  
<[hillhubble@yahoo.com](mailto:hillhubble@yahoo.com)> wrote:

I was curious if there was a permit I can purchase. Or if maybe you can have the alderman vote to allow discharging fireworks the weekend prior to the 4th?

---

**From:** Holly Stark <[HStark@cityofpeculiar.com](mailto:HStark@cityofpeculiar.com)>  
**To:** Hubble Hill <[hillhubble@yahoo.com](mailto:hillhubble@yahoo.com)>  
**Sent:** Tuesday, May 31, 2016 4:15 PM  
**Subject:** Re: Fireworks

Hubble- let me do some checking and get back with you! I apologize I don't know the code by heart.

I'll get back to you as quickly as possible.

Thanks. Holly

Sent from my iPad

> On May 31, 2016, at 9:53 AM, Hubble Hill  
> <[hillhubble@yahoo.com](mailto:hillhubble@yahoo.com)> wrote:  
>  
> Good morning Holly,  
>  
> I had a couple questions in regards to the firework code.  
> I always do a display on my block, normally if the Independence holiday falls during the week I would hold it on a weekend. I was told at the time by a City police officer I could discharge fireworks starting July 1st thru the 4th but not after. I found this out because I had held the display on the 5th and the officer came to my house. She was very nice about it and apologized several times.  
> I was informed that this year we are not allowed to do so, it has to be held on the day of or not at all.  
> Unfortunately, that day doesn't work for me.  
> The display is always complete before 10PM so noise shouldn't be an issue, was wondering can I obtain a permit for this? It is common class C

fireworks and I am willing to pay for an early detonation permit or even just pay the fine up front so I can still hold our display. More so I just don't want to 1. end up in jail, or 2. have all our fireworks confiscated.