

**City Administrator**  
*Brad Ratliff*

**Police Chief**  
*Harry Gurin*

**City Attorney**  
*Reid F. Holbrook*



**City Engineer**  
*Carl Brooks*

**City Clerk**  
*Josette Poirier*

**Business Office**  
*Trudy Prickett*

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

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**To:** Mayor & Board of Aldermen  
**From:** Nick Jacobs (njacobs@cityofpeculiar.com)  
**Date:** October 10, 2012  
**Re:** Ordinance number 2012-45

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**GENERAL INFORMATION**

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

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**PROPOSAL**

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

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**PREVIOUS ACTIONS**

There have been no previous actions.

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**KEY ISSUES**

Change the code to reflect new address.

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**STAFF RECOMMENDATION**

Staff recommends approval.

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**ATTACHMENTS**

The Current Ordinance is attached for your review.

**BILL NO.2012-45**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE SECTIONS 140.110 AND 710.070; AND UPDATING THE ADDRESS OF CITY HALL.**

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

**WHEREAS**, this proposed ordinance will maintain the good government of the City of Peculiar by apprising businesses and residents of the proper location of the current City Hall.

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

**SECTION I:** Pursuant to the authority granted by and subject to the provisions of Rev. Stat. Mo. §§ 79.130, and 79.450, that Peculiar Municipal Code § 114.110 be amended to read as follows:

*SAMPLE PUBLIC NOTICE:* In an effort to improve purchasing practices between the City of Peculiar and its local businesses, the City is seeking input from all businesses who would like the opportunity to bid on City services. If interested, please notify the City in writing at:

City of Peculiar  
Purchasing--Vendors List  
250 South Main Street  
Peculiar, Missouri 64078

**SECTION II:** Pursuant to the authority granted by and subject to the provisions of Rev. Stat. Mo. §§ 79.130, and 79.450, that Peculiar Municipal Code § 710.070(C) be amended to read as follows:

C. The service user and/or property owner of each water utility premises shall be held responsible for all damages, whether intentionally or unintentionally inflicted, to City-owned waterworks equipment within the City's utility right-of-way. For the purposes of this Section, this equipment includes, but is not limited to, the following: water meter lids, water valve lids, transponders, transponder wiring, and all other materials contained inside the water meter lids. If, upon inspection by the City of Peculiar Water Department, damage is found, the City may seek reimbursement for any and all damages, including parts and necessary labor for reinstallation and/or repair of the damaged equipment. Pricing for the parts and labor

costs shall be assessed in accordance with the City's Price Schedule which shall be available at City Hall (250 South Main Street, Peculiar, Missouri 64078).

**SECTION III:** The effective date of this ordinance shall be \_\_\_\_\_, 2012.

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

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

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

Alderman Dunsworth \_\_\_\_\_  
Alderman Fines \_\_\_\_\_  
Alderman Gallagher \_\_\_\_\_  
Alderman Ray \_\_\_\_\_  
Alderman Stark \_\_\_\_\_  
Alderman Turner \_\_\_\_\_

Approved:

Attest:

\_\_\_\_\_  
Ernest Jungmeyer, Mayor

\_\_\_\_\_  
Josette Poirier, City Clerk

City Administrator  
*Brad Ratliff*

City Clerk  
*Josette Poirier*

City Attorney  
*Reid F. Holbrook*

Business Office Coordinator  
*Trudy Prickett*



City Engineer  
*Carl Brooks*

Chief of Police  
*Harry Gurin*

City Planner  
*Vacant*

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**To:** Board of Aldermen  
**From:** Carl Brooks  
**Date:** 10/18/12  
**Re:** Resolution 2012-53

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#### **GENERAL INFORMATION**

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**Applicant:** City Staff  
**Requested Actions:** Authorizing Mayor to Sign Engineering Contract  
**Date of Application:** 11/05/12

**Purpose:** To have an Engineering Contract with Larkin Engineers for a proposed Water Rate Study and a Five-Year Capital Improvement Program (CIP)

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#### **PROPOSAL**

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Larkin Engineers has been request by City staff to propose a Water Rate Study and a Five-Year Capital Improvement Program (CIP) due to the possibility that the City of Kansas City, MO Water Services Department is proposing to their whole sale water customers a yearly increase of potentially 12.5 %/ year for the next several years.

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#### **PREVIOUS ACTIONS**

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Larkin Engineers has been our water engineer as well as the engineer for Cass Public Water District No. 2 for many years, has completed several city water CIP projects, is very knowledgeable with our water system, and have created and updated our water hydraulic model.

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#### **KEY ISSUES**

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Although we have only requested the one engineering study proposal from Larkin Engineers, City staff believes the selection of Larkin Engineers without issuing an RFP is in the best interest of the city to select and use Larkin as they are familiar, knowledgeable, and are the owner of the data in our water model.

The amount of the Water Rate Study and a Five-Year Capital Improvement Program (CIP) is \$5,420.00, and is budgeted in the FY 2012-2013 Water Fund Engineering budget.

This study would project the water rates for the city's water customers for the period 2013-2017 and recommend the projects required in a Five-Year Capital Improvement Program (CIP).

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

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City staff suggests that we move forward with the proposed engineering contract with Larkin Engineers.

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**STAFF RECOMMENDATION**

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City staff recommends approval of the Mayor and the Board of Aldermen to enter into the proposed engineering contract with Larkin Engineers.

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**ATTACHMENTS**

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Resolution 2012-53  
Engineering Contract

RESOLUTION 2012-53

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LARKIN ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED WATER RATE STUDY AND A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar has requested Larkin Engineers to provide a scope and fee for professional services for a proposed water rate study and a five-year CIP for the City of Peculiar, and

WHEREAS, the City of Kansas City, MO is proposing to increase their whole sale water rate to customers by as much as 12.5% over the next several years, and

WHEREAS, this study would project the water rate of the city's water customers for the period of 2013-2017, and provide to City staff with a recommend five-year CIP

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

Section 1. The Mayor is authorized to execute a contract for with Larkin Engineers for the purposed water rate study and a five-year CIP for the City of Peculiar

Section 2. The fee for the professional services shall not exceed \$5,420.00.

Section 3. *Effective Date.* The effective date of this Resolution shall be the 19th day of November, 2012

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

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Ernest Jungmeyer, Mayor

\_\_\_\_\_  
Josette Poirier, City Clerk

# WORK AUTHORIZATION

CLIENT: City of Peculiar, Missouri

JOB NUMBER: \_\_\_\_\_

PROJECT DESCRIPTION: Study of Expenses and Water Sales to determine Water Rate

CHARGE TIME TO TASK NO: WA10

LOCATION OF PROJECT: Peculiar, Missouri

DATE ISSUED: \_\_\_\_\_

PROJECT TITLE: 2013 Water Rate Study

INITIATED BY: \_\_\_\_\_  CLIENT

**WORK TYPE:**

- Airport (AR)
- Bridge (BR)
- City Engineering (CE)
- Dams (DM)
- Fountains (FN)
- Highway (HY)
- Lighting (LI)

- Municipal Street (MS)
- Planning (PL)
- Pools (PO)
- Recreation (RE)
- Rural Water (RW)
- Site Development (SD)
- Stormwater (SW)

- Structure (ST)
- Sub-consultants (SB)
- Surveying
- Traffic Engineering (TE)
- Trails (TR)
- Wastewater Facilities (WW)
- Water Facilities (WA)

**WORK PHASE:**

- 00 General
- 10 Study/Report
- 20 Survey
- 30 Prelim. Services
- 40 Design/Plan/Spec.

- 50 Bid Negotiations
- 60 Construct. Admin.
- 70 Add'l Services
- 80 Subcontractors
- 90 Marketing

DISTRIBUTION: Client, APO, Larkin Accounting

**DESCRIPTION OF WORK TO BE PERFORMED:**

STARTING DATE: January 2013 EST.    COMPL. DATE: March 2013

1. Prepare Water Rate Study using City supplied historical records of sales and expenses and project rate for the period 2013-17. Engineer to fulfill Scope of Services in Attachment A.

Services will be invoiced on a monthly basis. Amount invoiced shall not exceed % completion of task items.

This Agreement is subject to the Billing Information and General Conditions, page 2 & 3.

**BILLING INSTRUCTIONS:**

- % of Construction Contracts
- % of Construction By Phase
- Special \_\_\_\_\_ \$ \_\_\_\_\_ .00
- Lump Sum
- Cost + \_\_\_\_\_ % + Expense \$ \_\_\_\_\_ .00
- Hourly Rates Up to a Maximum + Expenses \$ 6,420.00
- Cost plus fixed fee \$ \_\_\_\_\_ .00
- Other \$ \_\_\_\_\_ .00

**SIGNATURE**

Project Manager

Jeff Smith 6/15/12    Date

Principal

Anthony P. O'Malley 6/15/12    Date

Owner/Owner Representative

Date



**LARKIN GROUP, INC.**

9200 Ward Parkway, Suite 200  
Kansas City, Missouri 64114  
Phone: 816-361-0440  
Fax: 816-361-0435

## BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Larkin Group, Inc. (Larkin) Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, long distance telephone and facsimile, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Standard Form of Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. 1910-1, hereafter "EJCDC No. 1910-1."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Larkin's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Larkin's estimate of the proportion of the total services actually completed at the time of billing.

## GENERAL CONDITIONS

Responsibility of Larkin: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. 1910-1 and as set forth in the Work Authorization agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. 1910-1.

Insurance: During the term of this Agreement, Larkin agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Larkin. In addition, Larkin agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Larkin, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Larkin and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Larkin's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Larkin's fee represents specific consideration for this limitation.

Termination: Either the Client or Larkin may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Larkin's final invoice, pay Larkin for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Larkin will submit monthly invoices for services which have been completed, each of which is due and payable within fourteen (14) calendar days of receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1½% per month will be added. Fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source. Larkin may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Larkin pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Larkin who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project. Any reuse without specific written authorization by Larkin is prohibited and Client shall indemnify and hold harmless Larkin from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Larkin to further compensation at rates to be agreed upon by Client and Larkin.

**Opinions of Probable Construction Costs:** In providing opinions of probable construction cost, the Client understands that Larkin has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Larkin qualifications and experience. Larkin makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

**Bidding, Construction, and Operational Phases:** It is understood and agreed that Larkin's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. 1910-1 regarding such phases shall not be part of Basic Services unless such services are agreed to in the Work Authorization. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Larkin that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Larkin harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Larkin's own alleged negligence.

If the Client requests in writing that Larkin provide any specific construction phase services and if Larkin agrees in writing to provide such services, then Larkin shall be compensated as Additional Services, per Larkin's and its subconsultants' standard hourly rates.

**Jobsite Safety:** Neither the professional activities of Larkin, nor the presence of Larkin or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Larkin and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Larkin and Larkin's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

**Dispute Resolution:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Larkin agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

**Hazardous Materials:** It is acknowledged by both parties that Larkin's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Larkin or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Larkin's services, Larkin may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**Miscellaneous:** If the Client issues a Purchase Order of which this proposal becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Larkin makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. 1910-1 Agreement shall be furnished by Larkin to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

**Governing Law:** In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

**Amendments:** This Agreement and the Work Authorization and documents incorporated herein constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.

ATTACHMENT A  
WATER RATE STUDY – SCOPE OF SERVICES  
CITY OF PECULIAR, MO

1. Request from the City the following records:
  - a. Schedule of current water rates and cost for new meter. Any Ordinances of water rates, fees, and charges for new meters in the past five years and date that each change went into effect.
  - b. Monthly master meter purchases and water sales for the past three years.
  - c. Number of active meters at end of each of the past three years.
  - d. Annual audit for the water fund for the past three years.
  - e. Debt Service schedule for any outstanding debt plus required any reserve contribution or available net revenue/(P+I) coverage ratio requirements.
  - f. Copy of water purchase contracts and any amendments with P.W.S.D. NO. 2, Cass County, MO. Confirm minimum purchase quantities.
  - g. Bill frequency analysis for an average water usage month from the previous year. Number of bills in each rate charge category.
  - h. Info from City Comprehensive Plan relating to growth and capital improvements in the water and sewer system.
  - i. The approximate number of platted lots without residences and an estimate of empty residences.
2. Discuss with City a suitable growth projection for water sales. Project annual water sales for a five-year period (2013-17) using past records and expected changes.
3. Discuss with City any expected changes in expenses, such as additional personnel or equipment within the period. Identify any significant one-time expenses in historical records. Discuss Engineer's assumptions to be used for inflation of expenses.
4. Discuss wholesale water rate from the current supplier and any projections of future rate adjustments from the supplier or from Kansas City. Review language in existing water purchase contract for minimum purchase quantities and rate adjustment.
5. Compare projected wholesale rate from current supply to costs (capital plus O&M) for a direct supply from Kansas City. Note: Information on the wholesale rate for a direct supply from Kansas City will be reference to a separate water source study.
6. Discuss with City anticipated Capital Improvements to the water system for the five-year period. Incorporate planned capital improvements, tank maintenance, and equipment replacement into rate projection.
7. Establish an annual capital improvement fund in the budget for small improvements and maintenance projects that are not included in long-term planning.
8. Develop a rate model from the bill frequency analysis and test the accuracy of revenue projection using past usage/revenue data. Calibrate, if necessary.
9. Develop rate projection using water sales and expense projections for the period 2013-17.
10. Recommend timing of rate adjustment(s) necessary during the period of 2013-2017.
11. Compare existing and proposed rates to other similar area systems.
12. Present the results in a written study complete with tables, figures, and supporting data.
13. Present draft report to the City and be available for questions on the final study.
14. Provide City eight (8) printed copies and an electronic copy of final study.

PECULIAR, MO

2013 WATER RATE STUDY

Phase/Task	Principal /HR	Assoc./Eng II. /HR	Assoc./Eng I. /HR	Des. Tech. /HR	CADD Tech. /HR	Clerical /HR	Other Direct Costs \$	Total
Hourly Rates	\$195.00	\$125.00	\$105.00	\$105.00	\$90.00	\$50.00	\$	
	Hours	Hours	Hours	Hours	Hours	Hours	Mileage	Hours
1. Request for information and compilation of current rates, meter costs, purchased and sold records, audits, debt service and purchase contracts.		4						
2. Initial meeting to discuss expected sales, expenses, wholesale rate, capital improvements and annual replacement costs for the design period.		3					25	
3. Develop rate model and check and calibrate.		8						
4. Develop 5 year rate projection using sales and expense projections.	2	6						
5. Recommend timing of rate increases		2						
6. Comparison of existing and proposed rates to neighboring systems.		1						
7. Prepare draft study with supporting tables and spreadsheets	2	4				2		
8. Present results in a report for review, comment and approval by the City.	2	3					25	
9. Provide 8 final copies of the final study.		1				2		
Mileage Reimbursement								
SubTotal Hours	6	32	0	0	0	4		42
SubTotal	\$1,170	\$4,000	\$0	\$0	\$0	\$200	\$50	\$5,420
Total Costs			Budgeted Fee \$5,420			Contingency 0%		

City Administrator  
*Brad Ratliff*

City Clerk  
*Josette Poirier*

City Attorney  
*Reid F. Holbrook*



City Engineer  
*Carl Brooks*

Chief of Police  
*Harry Gurin*

City Planner  
*Vacant*

Business Office Coordinator  
*Trudy Prickett*

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

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**To:** Board of Aldermen  
**From:** Justin Wise  
**Date:** 10/25/12  
**Re:** Resolution 2012-54

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### **GENERAL INFORMATION**

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**Applicant:** City Staff  
**Requested Actions:** Authorizing Use of GovDeals, Inc. to Sell Excess Equipment  
**Date of Application:** 11/05/12  
**Purpose:** To utilize GovDeals, Inc., Inc. to reach a broader audience for the sale of excess equipment and sell excess equipment more efficiently.

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### **PROPOSAL**

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The City will be granted permission from the Board of Aldermen to sell excess equipment as deemed excess by the City Administrator. This will free up time to bid equipment, reach a broader audience, free up time in Board Meetings and provide a resource for auditing services due from the sale.

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### **PREVIOUS ACTIONS**

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GovDeals, Inc. has won a competitive bid from the Missouri Department of Transportation that includes cooperative language to allow government entities within Missouri to work off of the same agreement.

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### **KEY ISSUES**

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1. Request permission from the Board of Aldermen to use GovDeals, Inc. to sell excess equipment.
2. Provide the City Administrator permission to refer City equipment as excess.
3. Request that the City pay for all fees due to GovDeals, Inc., Inc. in order to make equipment more attractive and to obtain a higher bidding price. (Fees are collected after the sale is complete).
4. Provide hyperlink of equipment that is being sold to local residents/businesses in an effort to allow opportunity for local sale.
5. Provide City employees the ability to bid on equipment through the use of GovDeals, Inc. in order to allow opportunities for a broader audience.
6. Establish a minimum bid reserve on all equipment equal to the scrap metal price.
7. Establish a minimum bid reserve on all equipment established by the City Administrator.
8. Provide a list to the Board of Alderman of excess equipment to be sold, reserve price to be set, and what the equipment was actually sold for upon completion of the sale during Board meetings.

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**STAFF COMMENTS AND SUGGESTIONS**

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City staff suggests that we move forward with the proposal to use GovDeals, Inc., Inc. to sell excess equipment.

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**STAFF RECOMMENDATION**

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City staff recommends approval of the Mayor and the Board of Aldermen to enter into the proposed agreement with GovDeals, Inc., Inc. as executed by MoDOT and other local governmental bodies.

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**ATTACHMENTS**

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Resolution 2012-xx  
MoDOT Contract

RESOLUTION 2012-54

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR OF PECULIAR TO ENTER INTO AGREEMENT WITH GOVDEALS, INC. TO ALLOW ON-LINE AUCTION SERVICES FOR THE SALE OF SURPLUS ITEMS.

WHEREAS, the City from time to time has excess and surplus property, which is no longer needed for public use; and

WHEREAS, GovDeals, Inc., is covered under a competitively solicited cooperative awarded contract with the Missouri Department of Transportation (MoDOT), RFP # 6-100602FR and is qualified to perform said sales; and

WHEREAS, GovDeals, Inc., has provided an agreement authorizing the online sale of said surplus items on behalf of City; and

WHEREAS GovDeals, Inc., has provided an agreement with an Annual Volume Discount Program and by approval of this resolution we wish to participate in; and

WHEREAS, The City of Peculiar's City Administrator shall have the authority to designate the City equipment and inventory items as excess property, and sell the City equipment and inventory items for not less than current scrap value as a reserve price or a reserve price as deemed advantageous to the City; and

WHEREAS, The City of Peculiar has reviewed the cooperative agreement between GovDeals, Inc. and MoDOT and approves of same; and

WHEREAS, that the City does hereby approve the agreement with GovDeals, Inc. and authorizes the full execution by the City Administrator.

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

Section 1. The Mayor is authorized to execute a contract with GovDeals, Inc. for the purpose of selling the city's excess surplus equipment at the City's discretion

Section 2. The fee by GovDeals, Inc. for this service is 7.5 percent of the sale price from the City and 5 percent of the sale price from the buyer.

Section 3. *Effective Date.* The effective date of this Resolution shall be the 19th day of November, 2012.

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

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Ernest Jungmeyer, Mayor

\_\_\_\_\_  
Josette Poirier, City Clerk

**Addendum Number One (1)**  
**Financial Settlement Services Memo of Understanding**

This Agreement is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Client Name ("Client"), having its principal place of business at City - State - Zip Code.

It is understood the electronic funds transfer will be easily identified as being from GovDeals.

It is understood GovDeals and the Client presently operate/will operate under an approved Sellers Agreement allowing the Client to post and sell surplus equipment on the GovDeals Auction Site. Under this Agreement, the Client collects its own auction proceeds from the winning Bidder and pays GovDeals a fee based on a predefined fee schedule.

It is understood the Client would like GovDeals to collect all auction proceeds due the Client from the winning Bidder and remit the auction proceeds to the Client less the GovDeals fee. Also, the client may access their private GovDeals account (CAS) and pull up a detail listing of all items sold and paid for by GovDeals. A paper invoice will no longer be mailed, but will be sent electronically.

Optionally, Client may elect to not have GovDeals withhold the fee by signing the appropriate section on the signature page of this Addendum.

It is understood GovDeals will charge the winning Bidder a 5% "Buyer's Premium", therefore, Client is not allowed to charge the winning Bidder an additional "Buyer's Premium".

It is understood GovDeals will collect all auction proceeds from the winning Bidder, including the 5% "Buyer's Premium" through PayPal, Credit Card or Wire Transfer. This is the only means of payment by the bidder.

It is understood the Client will not release a piece of equipment to the winning Bidder until the Client has received verification from GovDeals that payment has been received from the winning Bidder.

It is understood GovDeals will remit all funds collected, less the 5% Buyer's Premium and less the GovDeals fee to the Client on a weekly basis for all items marked in CAS as Picked Up. However, if you choose to not have GovDeals withhold auction fees, GovDeals will remit all funds collected, less the 5% Buyer's Premium.

It is understood prior to an item being released to the winning Bidder, the Client will ensure the winning Bidder or his/her agent has signed the "Bill of Sale" with a notation that the item is sold "As Is, Where Is and without Warranty". The Bill of Sale must be printed from CAS. Any other Bill of Sale must be submitted for approval.

It is understood no auction proceeds will be remitted to the Client for any equipment released without verification of payment from GovDeals. Approved payment from the winning Bidder through PayPal, Credit Card or Wire Transfer will be noted in the CAS Account.

It is understood under no circumstance will the Client collect any funds directly from the winning Bidder and if requested to do so, the Client should refer the winning Bidder directly to GovDeals for payment instructions.

It is understood GovDeals will absorb all costs of Charge Backs by PayPal or a Credit Card Company if an item is released to the bidder after proper payment notification is received by the Client from GovDeals and a signed Bill of Sale is retained from the winning Bidder by the Client.

It is understood GovDeals will not absorb a Charge Back won by a bidder in those rare occasions where a bidder pays for an item but never picks up the item and subsequently convinces PayPal or the Credit Card Company to charge the amount paid back to GovDeals. Since the Client still has the asset and may resell it, the client agrees to refund the Charge Back amount to GovDeals or agrees to allow GovDeals to withhold the Charge Back amount from future payments owed the Client.

It is understood a GovDeals Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed by GovDeals. There are no additional costs to the Client for this training and support.

It is also understood GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000.00 which will protect the Client against any loss of funds.

Approved for GovDeals:

Approved for Client:

\_\_\_\_\_  
President  
Title Date

\_\_\_\_\_  
Title Date

Please indicate by signature below only if Client elects to not allow GovDeals to deduct the GovDeals auction fees from auction proceeds due the client.

\_\_\_\_\_  
Name and Title

**Please complete payment instructions below:**

Accounting Contact:

\_\_\_\_\_  
Name and Title

E-Mail Address:

Phone Number:

Make check Payable to:

\_\_\_\_\_  
Client's Legal Name

Mall Check to:

\_\_\_\_\_  
Street Address or P.O. Box Number

\_\_\_\_\_  
City, State and Zip Code

**Attachment E**

**Marketing Examples**



### GALION 850B MOTORGRADER

Make	Model	Serial #
16 GALION	16204 850B	n/a

Quantity	Condition	Category	Inventory ID
1 Each	See Description	<a href="#">Highway Equipment</a>	D209-42X3-GALION MOTORGRADER

**Auction Closed**

High Bidder: d\*\*\*\*\*n

Sold Amount: \$18,800.00

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810 visitors

1995 GALION 850B MOTORGRADER, XHD >=100HP

METER: 3561

VIN: G580019U202154

MODOT#: G8104

APPEARANCE: FAIR CONDITION. PAINT IS FADED, SOME DENTS AND SCRATCHES, MINOR RUST DAMAGE.

MECHANICAL: FAIR CONDITION. MOLDBOARD LEAKS DOWN, FUEL TRANSFER PUMP IS LEAKING, INTERIOR IS WORN, NORMAL WEAR IN MOLDBOARD.

CONDITIONS OF ALL ITEMS ARE "AS IS WHERE IS". WINNING BIDDER IS RESPONSIBLE FOR ALL ASPECTS OF LOADING AND REMOVING THIS ITEM. MODOT DOESN'T HAVE ANY EQUIPMENT AVAILABLE IN ASSISTING THE LOADING OF THIS ITEM. PLEASE CONSIDER LOADING AND TRANSPORTATION OPTIONS PRIOR TO BIDDING ON THIS ITEM.

FOR QUESTIONS ABOUT THIS UNIT OR TO MAKE AN APPOINTMENT TO VIEW THE UNIT, CONTACT DARIN BIEGEL AT (660)-385-8241.

#### Media



#### Seller Information

Seller Name: Missouri Department of Transportation District 2, MO

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THE EQUIPMENT MARKETPLACE

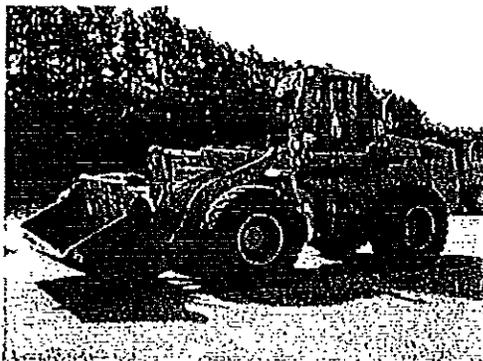
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**2001 CASE 721C**

Tell them you found it at Rock & Dirt!  
 Dealer: GovDeals.com  
 Call: 800-613-0156 Fax: 334-387-0519 Email Seller

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**About this 2001 CASE 721C**

Stock Number: 563-2508  
 S/N: JEE0125769  
 Description: This is an ONLINE AUCTION. To see full details for this item please go to [www.govdeals.com](http://www.govdeals.com) and enter 563-2508 in the Quick Asset Lookup QAL box located on the home page. 2001 CASE 721C RUBBER TIRE LOADER, 135-149 HP, 4WD, 6153 HOURS  
 APPEARANCE: INTERIOR - IN OVERALL GOOD CONDITION, CLEAN AND NO TEARS. EXTERIOR - ALSO IN GOOD CONDITION, NICE PAINT - NO FADING.  
 MECHANICAL: ENGINE - DIESEL V-LINE 6, B3 C SERIES CUMMINS 165 HP, TRANSMISSION - AUTOMATIC (4 SPEED). BRAKES ARE GOOD, TIRES ARE ALL WORN AND CUT. STEERING IS IN GOOD CONDITION.  
 HYDRAULICS HAVE NO VISIBLE LEAKS. AC WORKS. MOUNTED EQUIPMENT INCLUDED - ACS - QUICK TATCH BUCKET AND FORKS. \*\*\*THE SALE OF THIS VEHICLE DOES NOT INCLUDE A VEHICLE SAFETY INSPECTION.\*\*\* Conditions of all items are "As is, Where is". For questions on this item call 573-751-8752.

Price: On Request  
 Location: Jefferson City, MO USA

**About the Seller**

GovDeals.com  
 Phone: 800-613-0156 or 334-387-0515  
 Fax: 334-387-0519  
 Email: Contact this Seller  
 Address: 5907 Carmichael Place  
 Montgomery, AL 36117  
 USA

<p>Category Search</p> <p>Construction Equipment</p> <p>Commercial Trucks</p> <p>Trailers</p> <p>Cranes</p>	<p>Attachments</p> <p>Heavy Equipment Parts</p> <p>Dismantled Machinery</p>	<p>Manufacturer Search</p> <p>Heavy Equipment Mfg</p> <p>Truck Mfg</p> <p>Trailer Mfg</p> <p>Crane Mfg</p> <p>Attachment Mfg</p>	<p>Search by Year</p> <p>Year of Machine</p> <p>Year of Truck</p> <p>Year of Trailer</p> <p>Year of Crane</p>	<p>Other Searches</p> <p>Equipment Auctions</p> <p>Industry Events</p> <p>Industry Related Items</p>	<p>Dealer Searches</p> <p>Dealer Name</p> <p>Dealer Location</p> <p>Products Sold</p>
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### 2001 CASE 721C LAODER

Make	Model	Serial #
CASE	721B	JEE0125769

Quantity	Condition	Category	Inventory ID
1 Each	See Description	Equipment, Heavy	G8769

#### Auction Closed

High Bidder: L\*\*\*\*\*s

Sold Amount: \$41,500.00

[View Bid History](#)

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1,074 visitors

2001 CASE 721C RUBBER TIRE LOADER, 135-149 HP, 4WD, 6153 HOURS

APPEARANCE: INTERIOR- IN OVERALL GOOD CONDITION, CLEAN AND NO TEARS. EXTERIOR- ALSO IN GOOD CONDITION, NICE PAINT - NO FADING.

MECHANICAL: ENGINE - DIESEL V-LINE 6, 8.3 C SERIES CUMMINS 166 HP. TRANSMISSION - AUTOMATIC (4 SPEED). BRAKES ARE GOOD. TIRES ARE ALL WORN AND CUT. STEERING IS IN GOOD CONDITION. HYDRAULICS HAVE NO VISIBLE LEAKS. AC WORKS.

MOUNTED EQUIPMENT INCLUDED - ACS - QUICK TATCH BUCKET AND FORKS.

\*\*\*THE SALE OF THIS VEHICLE DOES NOT INCLUDE A VEHICLE SAFETY INSPECTION.\*\*\*

Conditions of all items are "As Is, Where Is". For questions on this item call 673-751-8752.

FA# G8769

#### Media



#### Seller Information

Seller Name: Missouri Department of Transportation District 5 - Jefferson City, MO

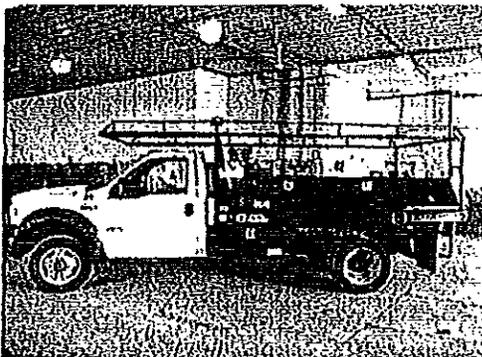
Asset Contact: [Sheldon L. Redel](#) (Phone: 573-751-7708)



**2007 FORD F 550**

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Photos: Click the photo for an enlarged view.



**About this 2007 FORD F 550**

Stock Number: 2593-2  
 VIN: 1FD4F57P7EAS6491  
 Description: ONLINE AUCTION - ENDS SEPTEMBER 17TH. To see full details for this item please go to www.govdeals.com and enter 2593-2 in the Quick Asset Lookup (QAL) box located on the home page. WOW Sweet Truck! 2007 Ford F-550 flatbed truck. GVWR 19000 pounds, 4 wheel drive, shift on the floor, automatic transmission, vinyl seats, AM/FM/CD radio, air conditioning, manual locks and windows, 44176 miles. Powerstroke turbo diesel 6.0L V8. Equipped with Omaha standard 11' flatbed, slide mount tool boxes, ladder rack, 105 gallon diesel fuel tank with electric pump, trailer towing package, good eye appeal, no dents or rust. Starts and runs great! Unit originally cost over \$40,000! Note: Buyer to pay 7.5% tax of auction price.  
 Hrs/Mileage: 44176  
 Axle: Single  
 Price: On Request  
 Location: Bouton, IA USA

**About the Seller**

GovDeals.com  
 Phone: 800-613-0156 or 334-387-0515  
 Fax: 334-387-0519  
 Email: Contact this Seller  
 Address: 5907 Carmichael Place  
 Montgomery, AL 36117  
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| Cranes                 |                       | Crane Mfg           | Year of Crane   |                        |                 |
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**2007 Ford F-550**

Year	Make	Model	VIN	Miles	Title Restriction
2007	Ford	F-550	1FDAF57PX7EA56491	44,176	No

Quantity	Condition	Category	Inventory ID
1 Each	See Description	<a href="#">Trucks, Heavy Duty 1 ton &amp; over</a>	Unit #81

**Auction Closed**

High Bidder: M\*\*\*\*\*Y  
 Sold Amount: \$20,500.00

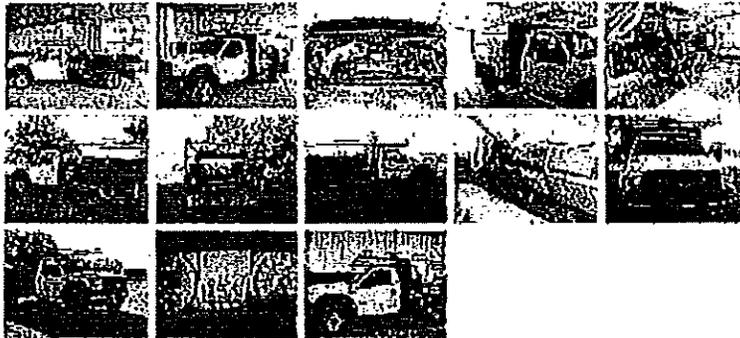
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2,263 visitors

\*\*\* NOTE: THIS IS A RE-AUCTION, THE RESERVE HAS BEEN REMOVED - THERE IS NO RESERVE ON THIS TRUCK!!! - \*\*\*

WOW - Sweet Truck! 2007 Ford F-550 flatbed truck. GVWR 19000 pounds, 4 wheel drive, shift on the floor, automatic transmission, vinyl seats, AM/FM/CD radio, air conditioning, manual locks and windows, 44176 miles. Powerstroke turbo diesel 6.0L V8. Equipped with Omaha standard 11' flatbed, side mount tool boxes, ladder rack, 105 gallon diesel fuel tank with electric pump, trailer towing package, good eye appeal, no dents or rust. Starts and runs great! Unit originally cost over \$40,000  
 Note: Buyer to pay 7.5% tax of auction price.

**Media**



**Seller Information**

**Seller Name:** Xenia Rural Water District, IA

**Asset Location:** 23998 141st St  
 Boulon, Iowa 50039-4464  
[Map to this location](#)

**Special Instructions:** If you are the winning bidder and default by failing to adhere to these sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

**1993 FORD 8000**

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**About this 1993 FORD 8000**

Stock Number: 2444-24  
VIN: 1FDYH85A9PVA12149  
Description: ONLINE AUCTION - ENDS OCTOBER 19TH. To see full details for this item please go to [www.govdeals.com](http://www.govdeals.com) and enter 2444-24 in the Quick Asset Lookup (QAL) box located on the home page. 1993 Ford 8000 Pavement Liner/Marker/Striper CONDITION: Starts, runs and drives. Minor scratches and dings. Minor damage to seats (vinyl). A/C runs cold. No cracked glass. Good tires, ENGINE - FIH7.8 Diesel TRANSMISSION - Automatic MILEAGE - 54,353 WE HAVE SEVERAL OTHER AUCTIONS. PLEASE SEE "SELLER'S OTHER ASSETS" LINK AT TOP OF THE PAGE TO VIEW. Please inspect items prior to placing a bid. Inspections are by appointment only. For additional information, or to schedule an inspection, please contact: Buddy Dickerson - Phone: (314) 768-2895 - Email: [dickersonb@stlouiscity.com](mailto:dickersonb@stlouiscity.com) Inspections are available 9:00 AM to 2:00 PM, Monday - Friday, Central Time (excluding legal holidays). \*\*\*\*NOTE: A 5% BUYERS PREMIUM WILL BE ADDED TO THE FINAL SELLING PRICE. ONCE THE ITEM HA

Hrs/Mileage: 54353  
Axle: Single  
Price: On Request  
Location: St. Louis, MO USA

**About the Seller**

GovDeals.com  
Phone: 800-613-0156 or 334-387-0515  
Fax: 334-387-0519  
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| Commercial Trucks      | Dismantled Machinery  | Truck Mfg           | Year of Truck   | Industry Events        | Dealer Location |
| Trailers               |                       | Trailer Mfg         | Year of Trailer | Industry Related Items | Products Sold   |
| Cranes                 |                       | Crane Mfg           | Year of Crane   |                        |                 |
|                        |                       | Attachment Mfg      |                 |                        |                 |

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**1993 Ford Pavement Marker**

Year	Make	Model	VIN	Miles	Title Restriction
1993	Ford	8000	1FDYH85A9PVA12149	54,353	No

Quantity	Condition	Category	Inventory ID
1 Each	See Description	Trucks, Heavy Duty 1 ton & over	84-511

**Auction Closed**  
 High Bidder: \*\*\*\*\*n  
 Sold Amount: \$21,050.00  
[View Bid History](#)  
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865 visitors

1993 Ford 8000 Pavement Liner/Marker/Striper

CONDITION: Starts, runs and drives. Minor scratches and dings. Minor damage to seats (vinyl). AC runs cold. No cracked glass. Good tires.

ENGINE - FNH7.8 Diesel

TRANSMISSION - Automatic

MILEAGE - 54,353

WE HAVE SEVERAL OTHER AUCTIONS. PLEASE SEE "SELLER'S OTHER ASSETS" LINK AT TOP OF THE PAGE TO VIEW.

Please inspect items prior to placing a bid. Inspections are by appointment only. For additional information, or to schedule an inspection, please contact: Buddy Dickerson - Phone: (314) 768-2895 - Email: [dickersonb@stlouiscity.com](mailto:dickersonb@stlouiscity.com) Inspections are available 9:00 AM to 2:00 PM, Monday - Friday, Central Time (excluding legal holidays).

\*\*\*\*NOTE: A 5% BUYERS PREMIUM WILL BE ADDED TO THE FINAL SELLING PRICE.

ONCE THE ITEM HAS BEEN REMOVED FROM THE SELLERS LOCATION, ALL SALES ARE FINAL!



**Seller Information**  
 Seller Name: STL Capital Fund, MO

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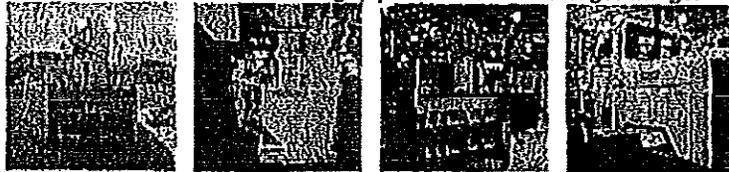
US: 1-866-597-BIDS

ALL TYPES OF EQUIPMENT

Equipment Type Selected: STREET EQUIPMENT  
 Manufacturer Selected: OSHKOSH  
 Model: Sicard

1984 OSHKOSH STREET EQUIPMENT Sicard

Click on the thumbnail image(s) below to view a larger image.



OSHKOSH Sicard, 1984, S/N:5733R84, STOCK NO:986-22,Hrs:738, Equipment is located in GLENVIEW, IL. To see full details for this item please go to [www.govdeals.com](http://www.govdeals.com) and enter 986-22 in the Quick Asset Lookup QAL box located on the home page. " 1984 Oshkosh Sicard (Snow blower vehicle) " VIN: 5733R84 " 1,515 miles / 738 hours " Tire size 1200 x 20--14 ply--no spare tire " 4x4x4 all wheel steer " Chassis Engine: 3306 Cat Diesel " Rockwell spill-range 10-speed manual transmission " Rear snow blower engine: Caterpillar D343 6-cycle diesel (865 hrs) " Snow blower: 60 high x 103 wide, twin 20 augers (top & bottom), changeable chute direction with extension for capability to load trucks (Also has side casing chute) 20 x 20 outlet. " Good condition, low hours, well-maintained, hardly used " Municipal vehicle (some manuals included) " Weight: 30,000 lbs. (15 tons) " 29 1/2 feet long " 10'3"8 to tallest point which is the exhaust stack front motor " 103 wide on blower housing Item location: 1333 Shermer Road, Glenview, IL 60026 Conditions of all items are "As Is, Where Is". Only item described herein is included in sale regardless of what else is pictured. Under no circumstances will Glenview, IL assume responsibility for packing, loading or shipping. The buyer must make an appointment to remove the item with Fleet Supervisor Gil Taylor at [gtaylor@glenview.il.us](mailto:gtaylor@glenview.il.us). Please contact Assistant to the Public Works Director Brett Barganz at [bbarganz@glenview.il.us](mailto:bbarganz@glenview.il.us) for questions about

**1984 Oshkosh Siscard (Snow blower vehicle)**

Year	Make	Model	VIN	Miles	Title Restriction
1984	Oshkosh	Siscard	6733R84	1,515	No

Quantity	Condition	Category	Inventory ID
1 Each	See Description	Trucks, Heavy Duty 1 ton & over	113

**Auction Closed**

High Bidder: 7\*\*\*\*0

Sold Amount: \$40,050.00

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2,284 visitors

- 1984 Oshkosh Siscard (Snow blower vehicle)
- VIN: 6733R84
- 1,515 miles / 736 hours
- Tire size 1200 x 20--14 ply---no spare tire
- 4x4x4 all wheel steer
- Chassis Engine: 3306 Cat Diesel
- Rockwell split-range 10-speed manual transmission
- Rear snow blower engine: Caterpillar D343 6-cycle diesel (865 hrs)
- Snow blower: 60" high x 103" wide, twin 20" augers (top & bottom), changeable chute direction with extension for capability to load trucks (Also has side casing chute) 20" x 20" outlet
- Good condition, low hours, well-maintained, hardly used
- Municipal vehicle (some manuals included)
- Weight: 30,000 lbs. (15 tons)
- 29 1/2 feet long
- 10'8" to tallest point which is the exhaust stack front motor
- 103" wide on blower housing

Item location: 1333 Sherman Road, Glenview, IL 60026

Conditions of all items are "As Is, Where Is".

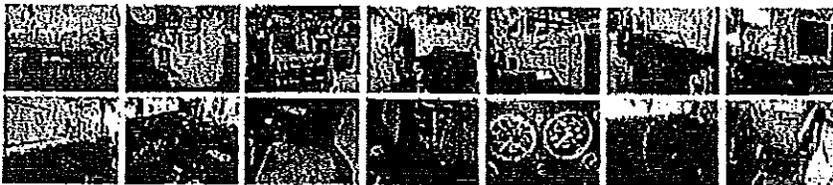
Only item described herein is included in sale regardless of what else is pictured.

Under no circumstances will Glenview, IL, assume responsibility for packing, loading or shipping.

The buyer must make an appointment to remove the item with Fleet Supervisor Gil Taylor at [gtaylor@glenview.il.us](mailto:gtaylor@glenview.il.us).

Please contact Assistant to the Public Works Director Brett Barganz at [bbarganz@glenview.il.us](mailto:bbarganz@glenview.il.us) for questions about payment, terms of sale, process of sale, etc.

**Media**



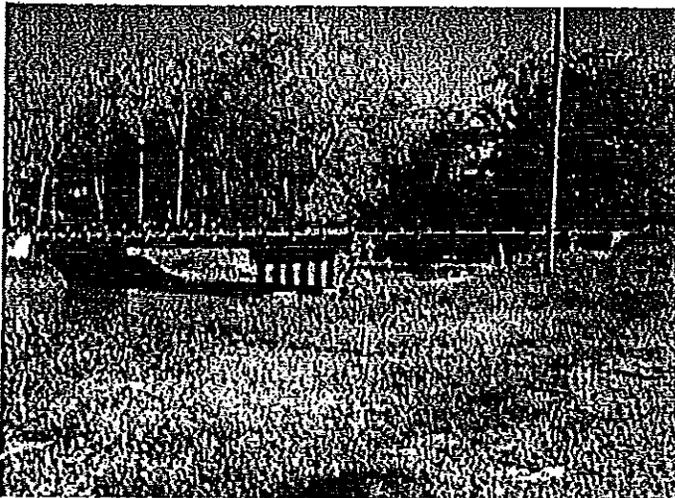
**UNKNOWN**

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Dealer: GovDeals.com

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Photos: Click the photo for an enlarged view.



**About this UNKNOWN**

**Description:** ONLINE AUCTION - ENDS JUNE 8TH. To details for this item please go to [www.govdeals.com](http://www.govdeals.com) and enter 1005-355 Quick Asset Lookup (QAL) box located home page. Description: Twenty (20) (B33-36 prestressed concrete beams, ea 8' long (66' 8" center to center bearing points). Estimated weight is 22 to 25 tons per beam. Beams are currently in use on Tuscarawas County bridge #DOV-80-11: Schneiders Crossing Road (CR 80) approx 800 feet west of the center of Interstate Dover Township. Current bridge is a two-lane bridge approximately 30 feet wide. Beams appear to be in good condition, with the exception that one beam was damaged by exploration contractors who drilled a hole through the beam in 2007 (concrete repaired to the beam and the bridge has been in service with no load reduction since that damage).

**Price:** On Request

**Location:** New Philadelphia, OH USA

**About the Seller**

GovDeals.com

**Phone:** 800-613-0156

**Fax:** 334-387-0519

**Email:** Contact this Seller

**Address:** 5907 Carmichael Place  
Montgomery, AL 36117  
USA

### 20 used B33-36 prestressed concrete beams

Quantity	Condition	Category	Inventory ID
1 Each	<a href="#">See Description</a>	<a href="#">Road/Highway/Bridge</a>	ENG2009-12

**Auction Closed**

High Bidder: m\*\*\*c  
 Sold Amount: \$30,500.00

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SEE SPECIAL INSTRUCTIONS FOR MORE DETAIL

2,755 visitors

Description: Twenty (20) used B33-36 prestressed concrete beams, each 67' 8" long (66' 8" center to center bearing points). Estimated weight is 22 to 26 tons each beam. Beams are currently in use on Tuscarawas County bridge #DOV-80-113 on Schneiders Crossing Road (CR 80) approximately 800 feet west of the center of Interstate 77 in Dover Township. Current bridge is a two span bridge approximately 30 feet wide. Beams appear to be in good condition, with the exception that one beam was damaged by soils exploration contractors who drilled a 12" hole through the beam in 2007 (concrete repair was done to the beam and the bridge has been in service with no load reduction since the damage).

The bridge is being replaced by ODOT as a part of an interchange construction project. ODOT bid documents state that "The existing prestressed concrete beams are to be removed for salvage. Remove existing asphalt wearing surface prior to prestressed concrete box beam removal. Care shall be taken to ensure no damage to box beams by grinding operations. Care shall be taken during the box beam removal to ensure no damage to the box beams. The contractor shall deliver the salvaged prestressed box beams to the Tuscarawas County Engineer at the following address: 832 Front Avenue, SW, New Philadelphia, Ohio 44663. The contractor shall contact the Tuscarawas County Engineer at 330-339-6648 a minimum of 14 calendar days prior to removal and delivery."

#### Media



#### Seller Information

**Seller Name:** Tuscarawas County Commissioners, OH [\(view seller's other assets\)](#)

**Asset Location:** 832 Front Ave SW  
 New Philadelphia, Ohio 44663-2062  
[Map to this location](#)

**Special Instructions:** Since Tuscarawas County does not anticipate a need for these beams in the near future, we are offering them for sale. Since the above quoted contract language requires the successful contractor to deliver the beams to the County yard, we anticipate that the ODOT Contractor will, at a minimum, load the beams on the successful buyer's vehicles at the bridge site as a part of their responsibility. Any other arrangements will be by direct negotiation between the successful buyer and the ODOT Contractor. Alternately, the beams can still be hauled to the County yard; if so, the successful buyer would be responsible for loading and hauling from the County yard.

Scheduled bid opening date for the ODOT Interchange project is June 24, 2009. Exact date of availability of beams will not be known until after the construction contract is signed. ODOT's published schedule calls for the new bridge to be completed in phase one (first 205 days) of the interchange project. Further details of the interchange project are available at the

**Attachment F**

**Annual Volume Discount Program**

## **GovDeals Annual Volume Discount Program Agreement**

### **Sample Cooperative Contract Award Model**

GovDeals continues to offer a significant tiered rate reduction schedule for individual items selling in excess of \$100,000 by reducing our 7.5% fee by 2% on the portion of those item's auction proceeds in excess of \$100,000 and by another 2% on the portion of those item's auction proceeds in excess of \$500,000.

**Effective immediately, GovDeals is pleased to offer a volume discount program that will reimburse fees to Cooperative Contract members in good standing who utilize GovDeals to reach a cumulative auction threshold of \$1,000,000 in a twelve-consecutive-month period according to the schedule on page three herein.**

#### **How the program works-**

All GovDeals' clients accessing services by utilizing the Cooperative Contract Award are eligible to participate in the special aggregate volume discount program.

- In order to participate in the volume discount program, clients must sign the agreement on page three and adhere to the program's criteria, rules and guidelines.
- A client's total auction proceeds, net of all credits, over the twelve-consecutive-month period must be a minimum of \$1,000,000 in aggregation with other participating Cooperative Contract Award users in order to qualify for a volume discount fee reimbursement.
- Volume discount fee reimbursements are remitted annually, by check, pro-rata, in accordance with the schedule contained within this agreement.
- A client's initial twelve-consecutive-month period will begin retroactively to the initial Cooperative Contract Award date, and will automatically renew unless client opts out.
- The \$1,000,000 annual aggregated auction proceeds required to qualify for a volume discount program reimbursement will be cumulative of all items auctioned.
- Volume discount fee reimbursements are only calculated and paid on auction items billed at the standard 7.5% fee. (see Example Annual Discount Calculation at bottom of page two)
- Volume discount fee reimbursements are not paid on fees collected for value-added service(s) such as Financial Settlement Services, key fees, taxes collected, etc.
- Clients are only eligible for participation in one GovDeals AVDP program or aggregation.
- Accounts that are eligible for aggregation of auction proceeds may join at any point within the current program year beginning with on the initial Cooperative Contract Award date.
- Final twelve-consecutive-month auction proceed calculations will be based on closed and paid auctions after all credits for those auctions are processed. Clients must agree that all credits have been taken for the sales used in the final calculation. Once the calculations are finalized and agreed upon, in writing, by both the participating client(s) and GovDeals, a check for the discount will be issued within thirty days, pro-rata based on each member's sales.
- Participating clients must agree to actively support the best practices guidelines listed on page two.
- We strongly endorse the benefits you will realize from following our Best Practice Guidelines even though non-compliance with Best Practices Guidelines will not void any payout of a volume discount earned.

### Best Practices Guidelines

At GovDeals, our first priority is helping every client achieve optimum auction outcomes. Our experience shows over and over that diligent use of our time-proven auction strategy recommendations significantly improve our clients' auction results. We want your entity to qualify for a volume discount reimbursement and are very committed to providing you with a high level of customer service to help meet this goal.

Time is of the essence when conducting an online auction, so your support of an open line of communication with GovDeals and following our prudent recommendations regarding auction strategies is encouraged and appreciated.

GovDeals commits to provide you with exemplary customer service and ask that you, in turn, commit to follow these best practice guidelines:

- Use accurate and complete item descriptions and adhere to recommended opening bid pricing, bid increments and auction duration recommendations;
- Be timely and responsive to emails and phone calls from all GovDeals personnel so GovDeals may help achieve optimum auction results;
- Client's leadership/management agrees to provide informed involvement, oversight and encouragement to their staff members who are involved in the GovDeals online surplus sales process;
- Diligent use of basic program components such as the paid and picked up report and the re-auction function;
- Use system to take timely credits on defaulted items and to immediately lock any default bidders;
- Work with the GovDeals marketing department so they may employ their resources in order to attract focused bidders to assets;
- Consider optional value-added services such as Financial Settlement Services, Shipper Friendly Seller Program and Impound Vehicle Management in order to further reduce surplus program operational costs and to improve net results;
- Client's designated GovDeals point of contact (POC) will meet with the GovDeals Client Services Representative (CSR) periodically in order to review auction results to allow them to demonstrate new system functionality, share ideas and discuss any concerns. At least one yearly meeting will also include a GovDeals Sales Representative and a member of your entity's leadership/management team. This meeting will include a detailed evaluation of prior auctions and a strategic look ahead.

**Example Annual Discount Calculation** – An individual account signs up for the GovDeals Annual Volume Discount Program for what remains of a twelve-consecutive-month period beginning May 1 in the current co-op Aggregate year which began March 1. When the aggregate program's twelve-consecutive-month period ends on Feb 28 of the following year the individual account has sold \$175,000 using GovDeals after certifying that all credits are applied for any auctions that resulted in monies not being collected from a winning bidder. (GovDeals policy states that credits for any auction must be taken within 60 days of that auction's closing date. Our best practices recommendation is that credits be taken immediately upon any default that results in non-payment.) Once certification is documented that no more credits will be taken, the discount will be calculated, agreed to by the account and GovDeals, and paid within thirty days. For this example, assume that the aggregate sales of all co-op members participating is \$1,100,000. If all items sold were charged a fee of 7.5%, the discount calculation would be  $\$1,100,000 \times 0.25\%$  and equal \$2,750. In this example the \$1,100,000 becomes the basis for qualification and calculation for the discount amount. Alternatively, let's say that the example account, as part of the \$1,100,000, sold a single item for \$250,000, which qualified for an immediate fee discount based upon the tiered fee schedule contained in all Sellers Agreements. In this case the \$250,000 would be billed as follows: the first \$100,000 is billed at the full 7.5%; the balance of \$150,000 receives a 2% reduction and is billed at 5.5% and results in an immediate fee savings of \$3000. In this example the \$1,100,000 becomes the basis for qualification, but not the calculation of the discount amount as it is based only on the sales charged the full 7.5% and therefore must be reduced by \$150,000 to \$950,000. Therefore, the discount calculation would be  $\$1,100,000 - \$150,000 = \$950,000 \times 0.25\%$  and equal a discount of \$2375. This amount would be shared pro-rata based on each member's sales. The example account sold \$175,000, so its discount calculation would be  $\$175,000 \times 0.25\%$  and equal to a \$437.50 discount.

GovDeals Annual Volume Discount Program Agreement- Page three of three

Annual Sales Net of Credits	Annual Discount (%)	Annual Discount (\$)
\$ 0	0.000%	\$0
\$1,000,000	0.250%	\$2,500
\$1,499,999	0.250%	\$3,750
\$1,500,000	0.375%	\$5,625
\$1,999,999	0.375%	\$7,500
\$2,000,000	0.500%	\$10,000
\$2,499,999	0.500%	\$12,500
\$2,500,000	0.625%	\$15,625
\$2,999,999	0.625%	\$18,750
\$3,000,000	0.750%	\$22,500
\$3,499,999	0.750%	\$26,250
\$3,500,000	0.875%	\$30,625
\$3,999,999	0.875%	\$35,000
\$4,000,000	1.000%	\$40,000
\$4,999,999	1.000%	\$50,000
\$5,000,000	*1.250%	\$62,500
\$6,499,999	*1.250%	\$68,750
\$6,500,000	*1.250%	\$68,750
\$6,999,999	*1.250%	\$75,000

Entity Name: \_\_\_\_\_

\$ \_\_\_\_\_  
(Sales Volume in most recent 12 months)

\$ \_\_\_\_\_  
(Estimated annual volume/goal for program year)

Program start date: \_\_\_\_\_  
(1<sup>st</sup> of current or future month unless aggregated with existing program entity)

Related Entity(s): \_\_\_\_\_  
(if any, for aggregation of sales volume)

X \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized signature to establish GovDeals Volume Rebate Program for named entity)

\_\_\_\_\_  
(Printed Name/Title of Signatory)

X \_\_\_\_\_  
(GovDeals Approval Signature / Title / Date)

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO.

**GovDeals:**

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

Name: Robert L. DeBardelaben

Title: President

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

**Client Name :**

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

Name: \_\_\_\_\_

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

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

**Sellers Agreement Mailing  
Address and Contact :**  
Attention: Sales Support  
5907 Carmichael Place  
Montgomery, AL 36117  
Fax Number: (334) 387-0519

**Primary Contact Person:**  
Name:  
Title:  
Telephone Number:  
Fax Number:  
e-mail:

**Primary Contact Person:**  
**(Contract development)**  
Name: Taylor Wilkins  
Title: Sales Representative Southeast Region  
Telephone Number: (251) 751-9357  
Fax Number: (334) 387-0519  
e-mail: [twilkins@govdeals.com](mailto:twilkins@govdeals.com)

[Close](#)

This Bidders Agreement ("Agreement") contains the terms and conditions applicable to bidders (sometimes referred to as "You") using the services of GovDeals, Inc. a Delaware corporation ("GovDeals" or "We"). We have the right to amend this Agreement at any time by posting the amended terms on our site. Unless otherwise stated, all amended terms shall be effective immediately. This agreement was last revised on February 17, 2004. By using the GovDeals on-line auction service, you agree to all of the terms hereof.

1. **Eligibility:** You may only use GovDeals on-line auction services if You can form legally binding contracts under applicable law and have not been barred or suspended by GovDeals. GovDeals maintains the right to refuse service to any party.

2. **Fees and Services:** There are no fees for registering as a bidder and bidding on GovDeals. If, however, you bid on item, are the successful bidder, and do not purchase same, you may be, at our sole option, assessed a service fee equal to 40% of your successful bid price.

3. **Limited Purpose:** Our site allows sellers to list items for sale and potential buyers to bid on those items. We will not be involved in the actual transaction between buyers and sellers. We have no control over the items listed or the truth and accuracy of the listings, the ability of sellers to legally sell items or the ability of buyers to buy items. We cannot ensure that any transaction will actually be completed.

4. **No Verification - No Authentication:** While GovDeals registers bidders and sellers, it cannot authenticate their identities. However, registering using false or misleading information with the intent to do harm to the site, sellers, or other buyers will be considered an act of interference with business or interstate commerce under applicable laws.

5. **Release from Liability:** All actual transactions take place between the bidder and the seller, and GovDeals is not a party to the transaction. You release GovDeals its directors, officers, employees, agents, affiliates, successors and assigns and any other parties associated with GovDeals (collectively, the "Releasees") from any and all claims, including claims for attorney's fees and expenses, demands, damages, actions, causes of actions, suits of any kind and liabilities (collectively, the "Claims") that may result from your use of our services, software or applications. **IN NO EVENT, SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, OR THIS AGREEMENT.**

6. **Indemnity:** You agree to indemnify, defend and hold harmless the Releasees from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of your breach or alleged breach of this agreement or your violation or alleged violation of any applicable law or any rights of a third party.

7. **Accuracy:** GovDeals does not control the information provided by users that is made available through our system and accepts no responsibility for its accuracy.

8. **Bidding and Buying:** By bidding on an item, You agree to be bound by the conditions of sale for

that item and complete the transaction if you are the high bidder. If you do not purchase the item you will be assessed a service fee equal to 40% of your successful bid price thereof and, at our discretion, further be subject to a warning or, be barred and prohibited from using the GovDeals on-line auction service in the future. These conditions may be listed in the item's description or linked to from the asset to the terms and conditions. This paragraph notwithstanding, You are not obligated to complete a transaction that is in violation of this Agreement or unlawful. Seller reserves the right to use proxy bidding while an item is under a "Reserve Bid."

9. **Posted Information:** You agree that any information You post to the GovDeals site or provide to other users of GovDeals is truthful and accurate; shall not be fraudulent or willfully misleading; shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of privacy; shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); shall not be defamatory, trade libelous, unlawfully threatening or harassing; shall not be obscene or contain pornography; shall not contain any viruses, Trojan horses, worms, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information from GovDeals systems or those of its users; shall not create liability for us; and shall not link directly or indirectly to sites or organizations in direct or indirect competition with GovDeals.

10. **Access and Interference:** You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior express written permission. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of our site or any auction being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

11 **No Warranty:** OUR WEB SITE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

12. **Legal Compliance:** You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service. Bidding on an asset with the intent not to complete the transaction or bidding on multiple assets causing disruption to the process and not completing the transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

13. **No Agency:** We are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and GovDeals by this Agreement.

14. **Arbitration:** This Agreement involves substantial interstate commerce. Any controversy or claim arising out of or relating to this Agreement, the breach thereof, or our services, which exceeds \$10,000.00, shall, at the sole discretion of GovDeals, be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be addressed on an individual basis, and shall not be consolidated with any claim or controversy of any other party.

15. **Governance:** This Agreement shall be governed in all respects by the laws of the State of Alabama as such laws are applied to agreements entered into and to be performed entirely within Alabama between Alabama residents.

16. **Provision of Service:** The operation of the GovDeals site is dependent upon numerous factors outside our control and we do not guarantee its continuous, uninterrupted, or secure operation.

17. **Severability:** If any provision of this Agreement is held or determined to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

18. **Headings:** Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

19. **Non-waiver:** Our failure to enforce any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

20. **Entire Agreement:** This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

21. **Binding Effect:** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Any warranties, covenants and representations of the parties shall survive termination of the Agreement.

22. **Exclusivity, Confidentiality:** The proprietary Internet based auction system, environment and components (collectively, the "System") provided by GovDeals under this Agreement are and will remain the exclusive property of GovDeals. GovDeals retains and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks, of and to the System.

23. **Default by Bidder:** In the event You default under this Agreement by failing to purchase an item for which You are the highest bidder, or any other default, we may specifically enforce this Agreement and may, in addition to any other rights at law or in equity, bring suit to collect any service fee due us under paragraph 2 above. In the event we retain a collection service or attorney in order to enforce our rights, including collecting said service fee, You will be responsible for paying a reasonable collection service fee, as well as attorney's fees and court costs.

24. **Consent to E-Mail Correspondence from GovDeals.** You hereby consent to allow GovDeals to send future correspondence to You via electronic mail ("e-mail") that notifies You of auction items that GovDeals, in its sole discretion, believes may interest You. Any such e-mail correspondence to You (i) shall be clearly and conspicuously identified as sent by GovDeals; (ii) shall describe how You may choose not to receive such e-mail correspondence from GovDeals; and (iii) shall clearly and conspicuously display a functioning return e-mail address to enable You to reply to GovDeals.

**Attachment D**

**Financial Settlement Services (FSS) Memo of Understanding**



**BOA Meeting AGENDA  
Peculiar City Board of Aldermen Meeting  
Work Session and Public Hearing  
City Hall – 250 S. Main St  
Monday, November 19, 2012, 6:30 p.m.**

***Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Monday, Nov. 19, 2012, at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-5212. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.***

1. Call to Order
2. Pledge of Allegiance
3. Roll Call & Clerk Statement
4. Consent Agenda
  - A. Approval of the Draft Minutes of Oct. 15, 2012 BOA Meeting.
  - B. Approval of the Draft Minutes of Nov. 5, 2012 Work Session Meeting
  - C. Approval of the Agenda
  - D. Approval of September Park Board Minutes
5. Employee of the Month Presentation – Bill England
6. Mayors Appointment
  - Park Board – Michael Hedrick
7. New Business
  - A. Bill No. 2012-45 An Ordinance Of The City Of Peculiar, Missouri Amending Peculiar Municipal Code Sections 140.110 And 710.070; And Updating The Address Of City Hall.
  - B. Resolution No. 2012-53 A Resolution Of The Board Of Aldermen Of The City Of Peculiar, Missouri Authorizing The Mayor To Execute A Contract With Larkin Engineers For Professional Services For A Proposed Water Rate Study And A Five-Year Capital Improvement Program For The City Of Peculiar, Mo
  - C. Resolution 2012-45 A Resolution Of The Board Of Aldermen Of The City Of Peculiar, Missouri Authorizing the Mayor Of Peculiar To Enter Into Agreement With Govdeals, Inc. To Allow On-Line Auction Services For The Sale Of Surplus Items.
8. City Administrator's report
9. Aldermen Directives
10. Adjournment

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Josette Poirier*

**City Attorney**  
*Reid F. Holbrook*



**City Engineer**  
*Carl Brooks*

**Chief of Police**  
*Harry Gurin*

**Codes**  
*Vacant*

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

**Business Office**  
*Trudy Pricket*

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**To:** Board of Alderman  
**From:** Carl Brooks  
**Date:** October 19, 2012  
**Re:** Bill No. 2012-47 Flood Plain Management

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### **GENERAL INFORMATION**

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**Applicant:** City of Peculiar  
**Status of Applicant:** Public Works, City Engineer  
**Requested Actions:** Approval of Ordinance - Flood Plain Management; Public Hearing  
**Date of Application:** November 19, 2012  
**Purpose:** Adaption of the Revised Flood Plain Management Ordinance effective January 2013, as requested by FEMA  
**Property Location (if applicable):** City Wide

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### **PROPOSAL**

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As in accordance with Peculiar Municipal Code Chapter 410, Section 250, the purpose of the public meeting is to receive public comments concerning the following matter: Rescinding Chapter 410 of the Peculiar Municipal Code and Implementing Revised Provisions Regulating Flood Hazards, Development of Floodplains, and Procedures for the Granting of Variances.

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### **PREVIOUS ACTIONS**

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The current Ordinance 040406A, Bill No. 2006-27 was approved in April 2006. The NOTICE OF PUBLIC HEARING was published in The Democrat Missourian on Friday, October 12, 2012.

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### **KEY ISSUES**

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- 1) A flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for the city.
  - 2) The FIS, the FIRM and the revised FEMA Flood Plain Maps will become effective January 2, 2013.
  - 3) The City Engineer will now be the Floodplain Administrator rather than the Director of Community Development, whom which previously served in this capacity.
  - 4) The City of Peculiar will use the FIRM and the FIS report to manage development in the floodplain.
  - 5) FEMA will use the FIS report to establish appropriate flood insurance rates.
  - 6) No significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Cass County.
  - 7) The City of Peculiar should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures.
  - 8) The City of Peculiar is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt the proposed floodplain management ordinance (regulations).
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### **STAFF COMMENTS AND SUGGESTIONS**

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Staff approves the revised flood plain management ordinance as proposed.

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### **STAFF RECOMMENDATION**

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Staff recommends approval of the proposed flood plain management ordinance by the Mayor and Board of Aldermen.

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**ATTACHMENTS**

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Bill No. 2012-44; Peculiar Municipal Code Section Chapter 410 Section 250 Flood Plain Management Ordinance 040406A, bill No. 2006-24 approved 2006

**NOTICIE OF PUBLIC HEARING**

A copy of the Democrat Missourian with the notice of Public Hearing

**BILL NO. 2012-47**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI RESCINDING CHAPTER 410 OF THE PECULIAR MUNICIPAL CODE AND IMPLEMENTING REVISED PROVISIONS REGULATING FLOOD HAZARDS, DEVELOPMENT ON FLOODPLAINS, AND PROCEDURES FOR THE GRANTING OF VARIANCES.**

**WHEREAS**, the City is authorized, under Rev. Stat. Mo. § 79.110 to adopt regulations designed to protect the health, safety, and general welfare of the City of Peculiar and its citizenry; and

**WHEREAS**, the floodplain management ordinance proposed herein is necessary in order to protect the special flood hazard areas of the City of Peculiar and by extension, the health, safety, and welfare of the general citizenry.

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

**SECTION I. Findings of Fact.** In support of this ordinance, the Board of Aldermen makes the following findings:

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of the City of Peculiar, Missouri are subject to inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. All of these issues adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by: (1) the cumulative effect of development in any delineated floodplain, which increases flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, and/or otherwise unprotected from flood damages.

3. *Methods Used To Analyze Flood Hazards*

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards that consists of a series of interrelated steps.

- a. Selection of a base flood, based upon engineering calculations, which permits a consideration of flood factors such as expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods that are characteristic of what can be expected to occur on the particular streams subject to this ordinance. These calculations are based upon the general order of a flood that could be expected to have a one percent chance of occurrence in any one year, as delineated on the Federal Insurance Administrator's FIS and illustrative materials for Cass County, dated January 2, 2013 as amended, and any future revisions thereto.
- b. Calculation of water surface profiles are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.
- c. Computation of a floodway required to convey this flood without increasing flood heights more than one foot at any point.
- d. Delineation of floodway encroachment lines within which no development is permitted that would cause any increase in flood height.
- e. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

**Section II. Statement of Purpose.** This ordinance seeks to: (1) promote the public health, safety, and general welfare; (2) to minimize the losses described in this ordinance; (3) to establish or maintain the City of Peculiar's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and (4) to meet the requirements of 44 CFR 60.3(d) by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding; or that would cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, to be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

**Section III.** Pursuant to the authority granted by Missouri statutes, including Rev. Stat. Mo. § 79.110, that Peculiar Municipal Code Chapter 410 be rescinded in its entirety and replaced as follows:

### ARTICLE I DEFINITIONS

#### **Section 410.010:     DEFINITIONS**

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the same meaning they have in common usage and to give this Chapter its most reasonable application.

**"100-year Flood"** *see "base flood."*

**"Accessory Structure"** means the same as *"appurtenant structure."*

**"Actuarial Rates"** *see "risk premium rates."*

**"Administrator"** means the Federal Insurance Administrator.

**"Agency"** means the Federal Emergency Management Agency (FEMA).

**"Agricultural Commodities"** means agricultural products and livestock.

**"Agricultural Structure"** means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

**"Appeal"** means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

**"Appurtenant Structure"** means a structure that is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

**"Area of Special Flood Hazard"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

**"Base Flood"** means the flood having a one percent chance of being equaled or exceeded in any given year.

**"Basement"** means any area of the structure having its floor subgrade (below ground level) on all sides.

**"Building"** *see "structure."*

**"Chief Executive Officer" or "Chief Elected Official"** means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

**"Community"** means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

**"Elevated Building"** means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

**"Eligible Community" or "Participating Community"** means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

**"Existing Construction"** means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

**"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland and/or (2) the unusual and rapid accumulation or runoff of surface waters from any source.

**"Flood Boundary and Floodway Map (FBFM)"** means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

**"Flood Elevation Determination"** means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**"Flood Elevation Study"** means an examination, evaluation and determination of flood hazards.

**"Flood Fringe"** means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

**"Flood Insurance Study (FIS)"** means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

**"Floodplain" or "Flood-prone Area"** means any land area susceptible to being inundated by water from any source (*see "flooding"*).

**"Floodplain Management"** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**"Floodplain Management Regulations"** means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances), and other applications of police power. The term describes such state or local

regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

**"Floodproofing"** means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

**"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**"Floodway Encroachment Lines"** means the lines marking the limits of floodways on Federal, State, and local floodplain maps.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

**"Functionally Dependent Use"** means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

**"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**"Historic Structure"** means any structure that is: (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (2) certified or preliminarily-determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (a) by an approved state program as determined by the Secretary of the Interior or (b) directly by the Secretary of the Interior (in states without approved programs).

**"Lowest Floor"** means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

**"Manufactured Home"** means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* does not include a *"recreational vehicle."*

**"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Map"** means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

**"Market Value" or "Fair Market Value"** means an estimate of what is a fair, economic, just, and equitable value under normal local market conditions.

**"Mean Sea Level"** means, for purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

**"New Construction"** means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

**"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

**"(NFIP)"** means the National Flood Insurance Program (NFIP).

**"Participating Community"** also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

**"Person"** includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

**"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

**"Recreational Vehicle"** means a vehicle which is: (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light-duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Remedy A Violation"** means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

**"Repetitive Loss"** means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent of the market value of the structure before the damage occurred.

**"Risk Premium Rates"** means those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

**"Special Flood Hazard Area"** see *"area of special flood hazard."*

**"Special Hazard Area"** means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A and AE.

**"Start of Construction"** includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *"actual start"* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation

of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the "*actual start of construction*" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"State Coordinating Agency"** means that agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

**"Structure"** means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "*Structure*" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

**"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes "*Repetitive Loss*" buildings.

For the purposes of this definition, "*repair*" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

The term does not apply to:

1. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications that have been identified by the Code Enforcement Official and that are solely necessary to assure safe living conditions; or
2. Any alteration of a "*historic structure*" provided that the alteration will not preclude the structure's continued designation as a "*historic structure*"; or
3. Any improvement to a building.

**"Substantial Improvement"** means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10 year period, in which the cumulative percentage of improvement equals or exceeds fifty percent of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred "*repetitive loss*" or "*substantial damage*", regardless of the actual repair work done.

The term does not apply to:

1. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications that have been identified by the Code Enforcement Official and that are solely necessary to assure safe living conditions; or
2. Any alteration of a "*historic structure*" provided that the alteration will not preclude the structure's continued designation as a "*historic structure,*" or
3. Any building that has been damaged from any source or is categorized as repetitive loss.

**"Substantially improved existing manufactured home parks or subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Variance"** means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

**"Water Surface Elevation"** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequent frequencies in the floodplain.

## **ARTICLE II GENERAL PROVISIONS**

### **SECTION 410.020 LANDS TO WHICH CHAPTER APPLIES**

This Chapter shall apply to all lands within the jurisdiction of the City of Peculiar, Missouri identified as numbered and unnumbered A zones and AE zones on the Flood Insurance Rate Maps (FIRMs) for Cass County on map panel numbers 29037C0019F, 29037C0038F, 29037C0039F, 29037C0132F, 29037C0151F, 29037C0152F, 29037C0153F, 29037C0154F, and 29037C0158F dated January 2, 2013 as amended, and any future revisions thereto. In all areas covered by this Chapter, no development shall be permitted except through the issuance of a floodplain development permit granted by the Board of Aldermen or its duly designated representative under such safeguards and restrictions as the Board of Aldermen or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article IV of this Chapter.

### **SECTION 410.030 COMPLIANCE**

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

### **SECTION 410.040 ABROGATION AND GREATER RESTRICTIONS**

It is not intended by this Chapter to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

### **SECTION 410.050 INTERPRETATION**

In their interpretation and application, the provisions of this Chapter shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by State Statutes.

### **SECTION 410.060 WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on occasions or flood heights may be increased by man-made or natural causes, such as ice jams and

bridge openings restricted by debris. This Chapter does not imply that areas outside the floodway and flood fringe, or land uses permitted within such areas, will be free from flooding or flood damage. This Chapter shall not create a liability on the part of the City of Peculiar, or any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

#### **SECTION 410.070 SEVERABILITY**

If any section, clause, provision, or portion of this Chapter is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this Chapter shall not be affected thereby.

### **ARTICLE III ADMINISTRATION**

#### **SECTION 410.080 REQUIRED FLOODPLAIN DEVELOPMENT PERMIT**

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Article II, Section 410.020. No person, firm, corporation, or unit of government shall initiate any development or substantial improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

#### **SECTION 410.090 DESIGNATION OF FLOODPLAIN ADMINISTRATOR**

The City Engineer is hereby appointed to administer and implement the provisions of this ordinance.

#### **SECTION 410.100 DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR**

Duties of the City Engineer shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;

3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Missouri State Emergency Management Agency (Mo SEMA) prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse;
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed; and
9. When floodproofing techniques are utilized for a particular non-residential structure, shall require certification from a registered professional engineer or architect.

#### **SECTION 410.110 APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT**

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;

6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the City Engineer;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

#### **ARTICLE IV PROVISIONS FOR FLOOD HAZARD REDUCTION**

##### **SECTION 410.120 GENERAL STANDARDS**

- A. No permit for floodplain development shall be granted for new construction, substantial improvements, and other improvements, including the placement of manufactured homes, within any numbered or unnumbered A zones and AE zones, unless the conditions of this section are satisfied.
- B. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this Chapter. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
- C. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any numbered A zone or AE zone on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- D. All new construction, subdivision proposals, substantial improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:
  1. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  2. Construction with materials resistant to flood damage;

3. Utilization of methods and practices that minimize flood damages;
4. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
5. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
  - (a) All such proposals are consistent with the need to minimize flood damage;
  - (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
  - (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and
  - (d) All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

*E. Storage, material, and equipment*

1. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.
2. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time frame available after a flood warning.

F. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 400 square feet, may be constructed at-grade and wet-floodproofed, provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; a variance has been granted from the standard floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

**SECTION 410.130 SPECIFIC STANDARDS**

In all areas identified as numbered and unnumbered A zones and AE zones, where base flood elevation data has been provided, as set forth in Article IV, Section 410.120(B), the following provisions are required:

1. *Residential Construction*

New construction or substantial improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to two feet above base flood elevation. In all unnumbered and numbered A zones and AE zones, FEMA Region VII recommends elevating to one foot above the base flood elevation to accommodate floodway conditions when the floodplain is fully developed.

2. *Non-Residential Construction*

New construction or substantial improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to two (2) feet above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. Require, for all new construction and substantial improvements, that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of

floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect; or meet or exceed the following minimum criteria:

- (a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (b) The bottom of all opening shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

#### **SECTION 410.140 MANUFACTURED HOMES**

- A. All manufactured homes to be placed within all unnumbered and numbered A zones and AE zones on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
- B. Require manufactured homes that are placed or substantially improved within unnumbered or numbered A zones and AE zones on the community's FIRM on sites:
  - 1. Outside of the manufactured home park or subdivision;
  - 2. In a new manufactured home park or subdivision;
  - 3. In an expansion to and existing manufactured home park or subdivision; or
  - 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to two feet above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- C. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A

zones and AE zones on the community's FIRM that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that either:

1. The lowest floor of the manufactured home is at two feet above the base flood level;  
or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. In all unnumbered and numbered A zones and AE zones, FEMA Region VII recommends elevating to one foot above the base flood elevation to accommodate floodway conditions when the floodplain is fully developed.

#### **SECTION 410.150 FLOODWAY**

Located within areas of special flood hazard established in Article II, Section 410.020 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one foot at any point.
2. The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
3. If Subsection (2) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.
4. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Article IV, Section 410.120(B).

**SECTION 410.160 RECREATIONAL VEHICLES**

- A. It is require that recreational vehicles placed on sites within all unnumbered and numbered A zones and AE zones on the community's FIRM either:
  - 1. Be on the site for fewer than 180 consecutive days;
  - 2. Be fully licensed and ready for highway use; or
  - 3. Meet the permitting, elevation, and the anchoring requirements for manufactured homes of this ordinance.
  
- B. A recreational vehicle is ready for highway use if it is on its wheels or jacking system; is attached to the site only by quick-disconnect type utilities and security devices; and has no permanently attached additions.

**ARTICLE V FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES**

**SECTION 410.170 ESTABLISHMENT OF APPEAL BOARD**

The Board of Adjustment of the City of Peculiar shall hear and decide appeals and requests for variances from the floodplain management requirements of this Chapter.

**SECTION 410.180 RESPONSIBILITY OF APPEAL BOARD**

- A. Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the City Engineer, the applicant may apply for such floodplain development permit or variance directly with the Appeal Board (Board of Adjustment).
  
- B. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ordinance.

## **SECTION 410.190 FURTHER APPEALS**

Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the Circuit Court of Cass County.

## **SECTION 410.200 FLOODPLAIN MANAGEMENT VARIANCE CRITERIA**

In passing upon such applications for variances, the Board of Adjustment shall consider all technical data and evaluations, all relevant factors, relevant standards specified in other sections of this Chapter, and the following criteria:

1. The danger to life and property due to flood damage;
2. The danger that materials may be swept onto other lands to the injury of others;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations, not subject to flood damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the Comprehensive Plan and Floodplain Management Program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

**SECTION 410.210 CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES**

- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing Sections (B) through (F) below have been fully considered. As the lot size increases beyond the one-half (1/2) acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or the local inventory of historic places upon determination, provided the proposed activity will not preclude the structure's continued historic designation.
- C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- E. Variances shall only be issued upon:
  - 1. A showing of good and sufficient cause;
  - 2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
  - 3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- F. A community shall notify the applicant in writing over the signature of a community official that:
  - 1. The issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amount as high as \$25.00 to \$100.00 for insurance coverage; and

2. Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this Chapter.

**SECTION 410.220 CONDITIONS FOR APPROVING VARIANCES FOR ACCESSORY STRUCTURES**

- A. Any variance granted for an accessory structure shall be decided individually based on a case-by-case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Sections 410.200 and 410.210 of this Chapter.
- B. In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for accessory structures that are constructed at-grade and wet-floodproofed.
  1. Use of the accessory structures must be solely for parking and limited storage purposes in zone A only as identified on the community's FIRM.
  2. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e. foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article IV, Section 410.120(D)(2) of this Chapter.
  3. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article IV, Section 410.120(D)(1) of this Chapter. All of the building's structural components must be capable of resisting specific flood-related forces, including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
  4. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or flood-proofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV, Section 410.120(D)(4).
  5. The accessory structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject

to the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article IV, Section 410.130(3) of this ordinance.

6. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article IV, Section 410.150(2) of this Chapter. No variances may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
7. Equipment, machinery, or other contents must be protected from any flood damage.
8. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
9. A community shall notify the applicant in writing over the signature of a community official that:
  - a. The issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
  - b. Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
10. Wet-floodproofing construction techniques must be reviewed and approved by the community and registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

## **ARTICLE VI PENALTIES FOR VIOLATIONS**

### **SECTION 410.240 PENALTIES FOR VIOLATIONS**

Violation of the provisions of this Chapter or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$ 500.00; and shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Peculiar, or other

appropriate authority, from taking such other lawful action as is necessary to prevent or remedy any violation.

**ARTICLE VII AMENDMENTS**

**SECTION 410.250 AMENDMENTS**

The regulations, restrictions, and boundaries set forth in this Chapter may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Peculiar. At least 20 days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Region VII office of the Federal Emergency Management Agency (FEMA). The regulations of this ordinance are in compliance with the National Flood Insurance Program (NFIP) regulations.

**SECTION IV:** The effective date of this ordinance shall be \_\_\_\_\_, 2012.

**First Reading:** \_\_\_\_\_ **Second Reading:** \_\_\_\_\_

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

**Alderman Gallagher** \_\_\_\_\_  
**Alderman Fines** \_\_\_\_\_  
**Alderman Ray** \_\_\_\_\_

**Alderman Dunsworth** \_\_\_\_\_  
**Alderman Turner** \_\_\_\_\_  
**Alderman Stark** \_\_\_\_\_

**Approved:**

**Attest:**

\_\_\_\_\_  
**Ernest Jungmeyer, Mayor**

\_\_\_\_\_  
**Josette Poirier, City Clerk**

**NOTICE UPON ORDER  
FOR SERVICE BY  
PUBLICATION**

The State of Missouri to the above names or described defendants, greetings:

You are hereby notified that an action has been commenced against you in the Circuit Court for the County of Cass, Missouri, the object and general nature of which is a Petition to Quiet Title which affects the following described property:

The Northwest Quarter of the Northeast Fractional Quarter, except the East 3.5 acres; and The East 20 feet of the West Half of the Southwest Quarter of the Northeast Fractional Quarter, except that part conveyed to the State of Missouri and the City of Raymore, for Highway; all being in Section 15, Township 46, Range 32, in the City of Raymore, Cass County, Missouri.

The name of the Court in which this action is pending and the names of all parties to said action are stated above in the caption hereof and the name and address of Plaintiff is Aaron L. Aurand, Agent for John C. Reese, 117 S. Lexington St., Post Office Box 280, Harrisonville, Missouri 64701.

You are further notified that, unless you file an answer or other pleading or shall otherwise appear and defend against the aforesaid Petition within forty-five (45) days after the 12th day of October, 2012 (date of the first publication of this notice), judgment by default will be rendered against you.

IT IS ORDERED that a copy hereof be published according to the law, in *The Democrat Missourian*, a newspaper of general circulation in Cass County, Missouri. Witness my hand and the seal of the Circuit Court this 3rd day of October, 2012.

By: Amy Bell  
Clerk, Circuit Court of  
Cass County, Missouri

**(Small Estate)**

To All Persons Interested in the Estate of JARED ROY MINOR, Decedent:

On September 17, 2012, a small estate affidavit was filed by the distributees for the decedent under Section 473.097, RSMo, with the Probate Division of the Circuit Court of Cass County, Missouri.

All creditors of the decedent, who died on July 8, 2012, are notified that Section 473.444, RSMo, sets a limitation period that would bar claims one year after the death of the decedent. A creditor may request that this estate be opened for administration.

Receipt of this notice should not be construed by the recipient to indicate that the recipient may possibly have a beneficial interest in the estate. The nature and extent of any person's interest, if any, may possibly be determined from the affidavit on this estate filed in the Probate Division of the Circuit Court of Cass County, Missouri.

Date of first publication is October 12, 2012.

By: Kim Anderson  
Clerk  
52-2tc

**CITY OF PECULIAR  
NOTICE OF  
PUBLIC HEARING**

The Peculiar Board of Aldermen will hold a Public Hearing on Monday, November 19, 2012, at 6:30 P.M. The hearing will be held at City Hall, 250 S. Main Street, Peculiar, MO 64078 in the City Council Chambers.

The purpose of the public meeting is to receive public comments concerning the following matter:

1. Rescinding Chapter 410 of the Peculiar Municipal Code and Implementing Revised Provisions Regulating Flood Hazards, Development of Floodplains, and Procedures for the Granting of Variances

Interested persons may attend and make know their comments. For further information, contact Carl Brooks, City Engineer, at 816-779-

24 Minutes 56 Seconds East, 602.33 Feet To The Northeast Corner Of Lot 25, Aforesaid; Thence North 89. Degrees 36 Minutes 58 Seconds West, Along The Line Between Lots 25 And 26, 594.19 Feet To The Point Of Beginning.

**Tract II:**

Lot 27, In Lone Pine Re-survey, A Subdivision Of Land In The City Of Cleveland, Cass County, Missouri, According To The Recorded Plat Thereof; Filed In Plat Book 5 Page 65.

to satisfy said debt and cost.

Millsap & Singer, P.C.,  
Successor Trustee  
612 Spirit Drive  
St. Louis, MO 63005  
(636) 537-0110

File No:  
131653.110712.291678 FC

**NOTICE**

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692c(b), no information concerning the collection of this debt may be given without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction. The debt collector is attempting to collect a debt and any information obtained will be used for that purpose.

PUBLISH ON: October 12, 2012 10/19/2012, 10/26/2012; 11/02/2012

52-4tc

**NOTICE OF  
TRUSTEE'S SALE**

For default under the terms of the Deed of Trust executed by WILLIAM F. WORNELL, III and CYNTHIA S. WORNELL, Husband and Wife, dated August 15, 2006, recorded on August 21, 2006 as Document No. 366321, in Book 02861, Page 0552, Office of the Recorder of Deeds, Cass County, Missouri, the undersigned Successor Trustee will on Monday, November 5,

Martin, Leigh, Laws & Fritzen, P.C.  
Successor Trustee  
Richard L. Martin, Vice President  
(816) 221-1431  
www.mllfpc.com  
(Wornell, 5788.927

Publication Start: 10/12/2012  
Martin, Leigh, Laws & Fritzen, P.C., As Successor Trustee, Is Attempting To Collect A Debt And Any Information Obtained Will Be Used For That Purpose.

52-4tc

**NOTICE OF PUBLIC  
HEARING AND REQUEST  
FOR PUBLIC COMMENT**

The Missouri Housing Development Commission (MHDC) is considering a request for financing and/or housing tax credits for the development(s) listed below:

Project Number: 13-021  
Development Name & Address: 400 Jesi Dr Harrisonville Heights II Harrisonville, MO 64701-3180

Development Type: Elderly  
Number of Units: 36

MHDC will hold a public hearing on Thursday, November 8, 2012, at 6:00 pm at the Marriott Country Club Plaza. The address is 4445 Main Street, Kansas City, MO 64111, and the phone number is (816) 531-3000.

At the public hearing, MHDC staff will describe the development(s) and accept and record public comments. Any interested party may attend the hearing to submit verbal or written comments. The public may also submit written comments directly to Missouri Housing Development Commission, 3435 Broadway, Kansas City, MO 64111, or through the office of the mayor or chief elected official of the locality in which the development is located. All public comments

**PUBLIC NOTICE**

All responsible public agencies are required to locate, evaluate, and identify children who are under the jurisdiction of the agency, regardless of their age, including children attending private schools, highly mobile children, children, and children who are suspected of having a disability and although they are advancing from grade to grade. The school district shall provide appropriate public education (FAPE) to all eligible children w