

Standard and Poors Summary GO Bonds / Additional Opportunity to Reduce Interest on bonds

- (No more than 5 minutes) Standard & Poors awarded the City and "A" rating. We will, very briefly, review their findings and what this means in terms of interest rate savings. We will also discuss who purchased the bonds, and the payment schedule. (no more than 5 minutes)
- (Probably 10 minutes) The city currently has an outstanding Certificate of Participation (COP). It's made up of 2/3rd Water-Sewer projects and 1/3rd Parks. It was originally done to create payment relief in anticipation of a minor recession (that turned out to be a major recession) and provide construction funds additional construction funds.
 - There may be an opportunity to refinance these at a significant level
 - Several questions arise for the refinancing, the least of which is the splitting back up of the WS / Park debt
 - Rating and will it be worth it again?

NID South Industrial Park

- (15 minutes) There were two errors made by the county in terms of the NID.
 - The first is that the county erroneously extinguished the debt obligation for two of the 9 properties in this NID. It was likely a communication error between the city and the county.
 - The second is that the county didn't collect for interest on any of the assessments.
- A solution to this problem will be to retire the bonds that are outstanding and the county has collected the assessment amounts already. This will require the city to call a portion of the bonds matching the amount of funds collected. There is likely no efficient way the city may collect the interest that should have been charged on the two properties that have paid the total (though in error) assessment owed.
- With the retirement of the these two properties, their will be only approximately \$75,000 in NID bonds remaining. Our suggestion would be for the city to allow all property owners to retire their assessment as of 3/1/2013 and have the city retire ALL of the bond (75k) and finance internally any assessments that are not prepaid. This would be done by:
 - Sending notice to each property owner with the new option to prepay
 - Providing a deadline for the total payment of their assessment
 - retiring 100% of the outstanding NID bonds
 - Assessing the property owners based at an interest rate level lower then they currently will pay, but substantially more than what the city will earn in its savings account.

This would generate a small amount of income for the city, have a neutral effect on property owners, and provide property owners a benefit of another chance at retiring their assessment.

City Administrator
Brad Ratliff

Police Chief
Harry Gurin

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

City Clerk
Josette Poirier

Business Office
Trudy Prickett

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

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

GENERAL INFORMATION

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

PROPOSAL

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

PREVIOUS ACTIONS

There have been no previous actions.

KEY ISSUES

Change the code to reflect new address.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

The Current Ordinance is attached for your review.

BILL NO.2012-45
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

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

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

GENERAL INFORMATION

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)

PROPOSAL

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.

PREVIOUS ACTIONS

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.

KEY ISSUES

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).

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

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

ATTACHMENTS

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: <input type="checkbox"/> Airport (AR) <input type="checkbox"/> Bridge (BR) <input type="checkbox"/> City Engineering (CE) <input type="checkbox"/> Dams (DM) <input type="checkbox"/> Fountains (FN) <input type="checkbox"/> Highway (HY) <input type="checkbox"/> Lighting (LI)	<input type="checkbox"/> Municipal Street (MS) <input type="checkbox"/> Planning (PL) <input type="checkbox"/> Pools (PO) <input type="checkbox"/> Recreation (RE) <input type="checkbox"/> Rural Water (RW) <input type="checkbox"/> Site Development (SD) <input type="checkbox"/> Stormwater (SW)	<input type="checkbox"/> Structure (ST) <input type="checkbox"/> Sub-consultants (SB) <input type="checkbox"/> Surveying <input type="checkbox"/> Traffic Engineering (TE) <input type="checkbox"/> Trails (TR) <input type="checkbox"/> Wastewater Facilities (WW) <input checked="" type="checkbox"/> Water Facilities (WA)	WORK PHASE: <input type="checkbox"/> 00 General <input checked="" type="checkbox"/> 10 Study/Report <input type="checkbox"/> 20 Survey <input type="checkbox"/> 30 Prelim. Services <input type="checkbox"/> 40 Design/Plan/Spec. <input type="checkbox"/> 50 Bid Negotiations <input type="checkbox"/> 60 Construct. Adm'n. <input type="checkbox"/> 70 Add'l Services <input type="checkbox"/> 80 Subcontractors <input type="checkbox"/> 90 Marketing
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DISTRIBUTION: Client, APO, Larkin Accounting

DESCRIPTION OF WORK TO BE PERFORMED: STARTING DATE: January 2013 EST. COMPL. DATE: March 2013

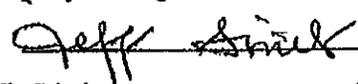
1. Prepare Water Rate Study using City supplied historical records of sales and expenses and project rate for the period 2013-17. Engineer to fulfill Scope of Services in Attachment A.

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 _____
- Lump Sum \$ _____ .00
- Cost + _____ % + Expense \$ _____ .00
- Hourly Rates Up to a Maximum + Expenses \$ 6,420.00
- Cost plus fixed fee \$ _____ .00
- Other \$ _____ .00

SIGNATURE

Project Manager
 6/15/12
 Date
 Principal
 6/15/12
 Date
 Owner/Owner Representative

Date



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%			

NOTICE OF PUBLIC HEARING

The Peculiar, MO Planning and Zoning Commission will hold a public hearing on Thursday, December 13, 2012 at 7:00 PM. The hearing will be held at the Municipal Building/City Hall, 250 S. Main, Peculiar, MO in the Council Chambers.

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

1. The City of Peculiar is proposing to amend Sections 400.1420 and 400.1500 of the Peculiar Municipal Zoning Code to require Safe Rooms only for residences built on slabs; and amending the ordinance to delete the purchasers option to waive the Safe Room requirement.
2. The City of Peculiar is proposing to amend Section 400.360 : District "AG" Agriculture and Section 400.370 District "R-E" Residential Estate of the Peculiar Municipal Zoning Code to add a Special Use Permit to allow the raising and breeding of a maximum number of animals per 2.5 acres, excluding building coverage, ponds, and yard area of the residence(s), of: 1 head of cattle, 2 sheep, or 2 goats. Limits for other animals not enumerated herein shall be determined based upon type and size of the animal. A minimum of 10 acres of land is required.

Interested persons may attend and make known their comments. For further information contact Brad Ratliff, City Administrator at 816-779-5212, or by emailing your requests to bratliff@cityofpeculiar.com.

GILMORE & BELL

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

October 30, 2012

City of Peculiar, Missouri

McLiney and Company
Kansas City, Missouri

Re: \$1,039,998.80 Peculiar, Missouri, General Obligation Street Bonds, Series 2012

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Peculiar, Missouri (the "City"), of the above-captioned bonds (the "Bonds").

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds are valid and legally binding general obligations of the City, payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

2. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

City of Peculiar, Missouri
McLiney and Company
October 30, 2012
Page 2

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Gilmore & Bell, P.C.

ADW:gbr

MEMORANDUM

TO: Brad Ratliff

FROM: Jeff Bullins
Megan Lewis
Reid Holbrook

DATE: October 26, 2012

RE: Annexation Procedures

Below, you will find an updated version of a memorandum composed by Jeff Bullins in 2008 regarding Missouri's annexation process. This memorandum should address the large majority of your questions regarding the annexation process.

Residents of an area to be annexed are given an opportunity to vote in favor or in opposition to the proposed annexation. As a result, courts no longer need to consider a county's interest in any area to be annexed with regard to services rendered or with regard to the county's loss of control over that area. Thus, opposition that cannot defeat the annexation at the polls does not have a second chance to reargue the question of the county's interest or the county's loss of control over the area in the circuit court. *City of Town and Country v. St. Louis County*, 657 S.W.2d 598 (Mo. banc 1983).

The following is a list of annexation statutes that may be relevant with regard to any annexation that the City of Peculiar may take in the future:

Section

Topic

Rev. Stat. Mo. § 71.012

Owner-initiated annexation

Rev. Stat. Mo. § 71.014

Annexation by cities located within a county that borders a first class county with a charter form of government and a population of more than 650,000

Rev. Stat. Mo. § 79.020

Alteration of fourth class city limits

Rev. Stat. Mo. § 71.015

Procedure for annexation in third and fourth class cities

Owner-Initiated Annexation

Owner-initiated annexation in cities not located in Jefferson, Franklin, and St. Charles counties is governed by Rev. Stat. Mo. § 71.012. Under these procedures, an owner can present to the governing body of the city a verified petition for voluntary annexation executed by all persons owning the property to be annexed as their fee interests are reflected by recorded instrument. The property must be contiguous to the municipality's present corporate limits. The municipality must hold a hearing between 14 and 60 days after the petition is received and at least 7 days after notice is published in a general circulation qualified newspaper.

At the hearing, any person, including corporations or political subdivisions, may be heard. If the governing body determines that the annexation is reasonable and necessary to the proper development of the city and that the city has the ability to furnish normal municipal services to the area within a reasonable time, it may, absent written objections, proceed to annex by ordinance. The municipality files three certified copies of the ordinance with the county clerk.

If a written objection is filed with the governing body within 7 days after the public hearing, the municipality must then proceed under Rev. Stat. Mo. § 71.015. Please note that while a verified petition is required for voluntary annexation, a similar verification requirement with regard to written objections does not apply.

Involuntary Annexation (Non-Owner Initiated Annexation)

If an annexation is not owner-initiated, a municipality may nonetheless seek to annex territory under Rev. Stat. Mo. § 71.015. In utilizing these procedures, the following framework applies:

- The governing body must first make a determination that the land to be annexed is contiguous to the existing city limits and that the length of the contiguous boundary common to the existing limit in the proposed area to be annexed is at least 15% of the length of the perimeter of the area proposed for annexation.
- The governing body then adopts a resolution announcing its intention to annex and sets a date for a public hearing on an ordinance proposing annexation.

- A proposed ordinance is prepared reciting:
 - That the proposed boundaries comply with the statutory requirements¹;
 - That the annexation is reasonable and necessary to the proper development of the city;
 - That a plan of intent has been developed to provide services to the area proposed for annexation;
 - The date of the public hearing on the ordinance; and
 - The proposed effective date for the annexation, which may be up to 36 months from the date of any election.
- Thereafter, the City should make a good faith effort to notify all fee owners of record within the area proposed to be annexed by certified mail between 30 days and 60 days before the hearing. A notice must also be published in a newspaper of general circulation qualified to publish legal matters in the relevant county where the proposed area is located at least once a week for three consecutive weeks prior to the hearing, with at least one notice being not more than 20 and not less than 10 days before the hearing.
- At the public hearing, the City must present the plan of intent and evidence in support thereof, which shall include:
 - A listing of major services provided by the city;
 - A time schedule for providing these services to the annexed area (must be within three years of the effective date of annexation);
 - The level in which the City assesses property and the property tax rate;
 - Proposed zoning for the area to be annexed; and
 - The proposed effective date of the annexation.

¹ The governing body must first make a determination that the land to be annexed is contiguous to the existing limits and that the length of the contiguous boundary common to the existing limit in the proposed area to be annexed is at least 15% of the length of the perimeter of the area proposed for annexation.

- Assuming passage of the ordinance after the hearing, and before or after the election referenced below, the City shall file a declaratory judgment action pursuant to Chapter 527 of the Revised Statutes of Missouri in the circuit court of the county in which the unincorporated area is situated, praying for a declaratory judgment authorizing the annexation. The action shall be a class action brought against the inhabitants of the unincorporated area in accordance with Rev. Stat. Mo. § 507.070. The petition shall state mandatory and necessary facts, such as:
 - A description of the area to be annexed and the area's compliance with the statutory boundary requirements.
 - That the annexation is reasonable and necessary to the proper development of the City; and
 - The City's ability to furnish normal municipal services to the unincorporated area within a reasonable time not to exceed three years after the annexation is to become effective.²
- If the Court authorizes the annexation, the City may not extend the city limits by annexation until an election is held at which the proposition for annexation is approved by a majority of the total votes cast in the city **and** by a separate majority of the total votes cast in the area sought to be annexed.
 - If less than a majority in the area proposed for annexation vote in favor of the proposal but a majority of the total votes in the city are in favor, the proposal may be resubmitted within 120 days to both the city and the area proposed for annexation. At that election, if 2/3 of the qualified voters are in favor of annexation, the city may annex the territory. If the 2/3 majority is not achieved, no part of the area sought to be annexed may be subject to another proposal for annexation for a period of two years from the date of the election. However, the owners of the area may utilize the owner-initiated procedure during that period.

We have obtained samples of the following documents that can be utilized in beginning the annexation process: (1) municipal resolution of intent, (2) annexation ordinance, (3) notice of public hearing regarding proposed annexation, (4) plan of intent, (5) declaratory judgment petition, (6) resolution calling for annexation election, (7) forms for voluntary annexation by

² The requirement that a city plead and prove its allegations in the declaratory judgment action for annexation are mandatory. The defendants in the action must be fairly chosen and adequately and fairly represent the class of defendants as a whole. See *City of Des Peres v. Stapleton*, 524 S.W.2d 203 (Mo. App. E.D. 1975).

petition, (8) voluntary annexation resolution, (9) notice of public hearing, and (10) ordinance annexing unincorporated territory.

If you require additional information or seek to discuss a proposed timeline, please let us know.

Incentive and Rewards Program



*A program to recognize and reward employees
for ideas that benefit and improve the city*

Effective January 1, 2013

City of Peculiar

Recognition and Rewards Program

Objective

The City of Peculiar has established an awards program to encourage full-time, part-time, and seasonal employees to develop ideas that result in tangible benefits to the city, ideas that cut costs, improve service, increase operating efficiency, and ideas that eliminate safety and health hazards for employees and the community. The benefit to the city is anticipated to more than offset rewards offered to employees.

Adoption

The Awards Program has been developed through the combined efforts of staff and the elected officials. Adopted by resolution by the Board of Aldermen, any future changes or amendments to the plan are required to be approved in the same manner as the initial adoption.

Eligibility

All employees (with exception of those noted below) of the City of Peculiar are eligible to participate in this program.

Exceptions:

- ✓ Mayor and members of the Board of Aldermen
- ✓ Citizen members of advisory boards and commissions
- ✓ An employee conducting research and/or development projects, or who is assigned to a job requiring the solution of a specific problem.
- ✓ Department Head suggestions pertaining to or impacting their department.

Employee's Eligibility to Receive Award Subject to Completion of a 12 month Implementation

If an award is approved by the Committee subject to completion of the 12 month implementation period then the following criteria shall be met before the monetary award is conveyed:

- a) The suggestion was implemented and resulted in a net savings or measurable benefit to the City, as per the Awards Criteria.
- b) The employee has not terminated employment with the City during the 12 month period following implementation. An employee will remain eligible for an award in the event they retire during the 12 month implementation period.
- c) The employee's work has met performance goals for the entire 12 month implementation period.

Group Awards

Suggestions may be submitted by groups of employees. Financial rewards will be divided equally among all members of the team.

Ineligible Suggestions

Ineligible suggestions include:

1. Revenue measures, such as a user fee or surcharge, are not eligible unless they result in better procedures or practices
2. Traffic-related problems
3. Matters governed by state, or federal safety regulations

4. Suggestions for already implemented ideas
5. Suggestions pertaining to:
 - Routine maintenance or housekeeping, unless they describe a better way to accomplish the task
 - Experimental installations, procedures, or forms that are already in progress
 - Errors in drawing, regulations, or specifications that would be corrected routinely
 - Personal grievances, salary adjustments, employee benefits, personnel changes, job classification, hours and other conditions of employment or other public discussions
 - Ideas resulting from assigned studies, surveys, research or audits
 - Suggestions that do not relate to city activities
 - Suggestions that point out problems but do not offer solutions
 - A solution to any problem that falls within the scope of any officially assigned task (i.e. if an employee is working on an assigned task/project which yields a cost savings then that suggestion will not qualify for award through this program).
 - Additional equipment of a common nature or for obvious replacements, repairs, or maintenance
 - Any suggestion which in the opinion of the committee duplicates, or is very similar to any suggestion received previously
 - Petitions or anonymous suggestions

Award Amount

Awards will be given for suggestions based on the Awards Criteria section below, and that result in tangible benefits to the city, ideas that cut costs, improve service, increase operating efficiency, and ideas that eliminate safety and health hazards for employees and the community. Monetary awards for safety and injury reduction will be dependent upon the availability of safety funds in the budget.

Calculation of Award

The Award Committee shall decide the net cost savings (total savings minus all implementation costs) for the proposed measure calculated for a period of 12 months following implementation. The Award Committee may find that a suggestion will require more than the initial 12 months following implementation to yield a net cost savings. In those circumstances the Award Committee may establish a longer implementation period. If the benefit of a suggestion is without question going to achieve the benefit/savings presented in the application (i.e. a very simple measure) then the award may be conveyed to the employee upon implementation.

Additional monetary awards may be provided to employees whose suggestions are considered to be long-term, superior, or extraordinary in their impact on the City of Peculiar. Any award that exceeds the scheduled maximum must be approved by the Board of Aldermen before distribution.

The city will present a certificate of recognition to all employees whose suggestions are considered to be of merit. All approved suggestions will be listed in the City Administrator Report to the Board of Alderman, along with the employees' names.

Re-submittals and Ownership

Suggestions rejected may be re-submitted if changing conditions warrant. The City Administrator shall make the determination if a suggestion may be resubmitted. All suggestions become the property of the City of Peculiar and, once adopted, are subject to all applicable

public information and public record laws. An employee whose suggestion has been turned down may appeal this decision by asking the committee in writing to reconsider its decision. In order to have a suggestion reconsidered, the employee should compile additional information for the committee's review. The committee will consider appeals at its regular meeting.

Awards Committee

The membership of the Awards Committee will be comprised of the Business Office Manager, the Police Chief, and the Public Works Director. The Business Office Manager shall chair the Awards Committee. The committee will meet once a month, or as needed, to review suggestions. Applicants may request, or the committee may request, an appearance by the employee to further explain the suggestion.

Administration

Suggestions are to be submitted to the City Administrator typewritten or neatly written in ink. Try to explain as fully as possible the nature of the suggestion and how it will impact the City of Peculiar. If two suggestions are received concerning the same idea, the suggestion received first will be the only one accepted.

The Awards Committee shall adopt necessary and applicable procedures and rules for the proper administration of the Awards Program. The following areas of concern will be addressed by the awards committee internally: open or closed meeting and frequency of meetings. However, the basic premise of these guidelines shall not be altered.

Once a suggestion has been received by the City Administrator a copy of the suggestion may be sent to the respective department head for his/her review and comment and the Awards Committee Chair for review and comment. This review period shall not exceed 30 days unless further analysis is required. Each of those completing the initial review may require, in addition to the Suggestion Analysis Form, a more detailed analysis, in writing, from the applicant.

The Awards Committee may return a suggestion to an employee and request additional information is supplied with the original submittal. The employee shall have the assistance of city staff and existing resources needed to address the request for additional information of the Awards Committee. The employee will be allowed sixty (60) days to resubmit the suggestion with the additional information. If it is not resubmitted within the sixty (60) day limit, the suggestion becomes eligible for submittal by another employee.

Upon receipt of all required reviews and comments, the Awards Committee may schedule a formal presentation from the applicant, at which time all pros and cons of the suggested proposal will be discussed and evaluated.

The Awards Committee shall render a final decision within 30 calendar days after the presentation date unless the final decision is postponed due to lack of critical information, recommendation by the applicant, or procedural problems with the application process.

Evaluation of the Submission

The Committee shall consider the following criteria when evaluating a submission:

- a) The proposed measure can be accomplished in compliance with all federal and state laws and ordinances of the City.

- b) The proposed measure can be accomplished in compliance with all federal and state rules and regulations governing municipal operation.
- c) The proposed measure can be accomplished within the financial constraints of the City.
- d) The proposed measure is consistent with the policies adopted by the City.
- e) The proposed measure cannot be imposed at the expense of the operation of other departments, programs, etc.
- f) The proposed measure does not have a harmful effect on the working condition of city employees.
- g) The proposed measure does not expose the City to unreasonable liability risks.
- h) The proposed measure has a reasonable chance of realizing the savings/benefit projected by the employee.
- i) The ability of the City to measure, in dollars, the savings/benefit resulting from the implementation of the proposal.

All awards will be paid to the employee(s) through the payroll check system via a separate payroll check and are subject to all applicable taxes.

Change of Rules

The Awards Committee will meet annually to review the rules and purpose of this program. The City of Peculiar reserves the right to change or terminate the plan at any time.

Procedures

1. Employee submits suggestion on either the Concept Form or the Suggestion Form to City Administrator. If two or more people are sending in a suggestion together, all must sign the form in order to be eligible to share in the award.
2. City Administrator logs employee suggestion.
 - Sends employee a letter or email stating suggestion has been received
 - Forwards suggestion to Awards Committee
3. Awards Committee checks eligibility of suggestion.
4. Awards Committee may ask for an analysis and return the Suggestion Analysis Form to employee.
5. Awards Committee Chair notifies employee of the additional analysis/review needed and holds suggestion until the next Awards Committee meeting.
6. Awards Committee makes final decision on all suggestions.
 - a. The committee shall vote on all suggestions, a simple majority vote by a quorum of Award Committee members in attendance, in favor of a suggestion is required for approval.
 - b. The Committee shall include detailed findings as part of their decision in order that the applicant may understand the basis for the Award Committee's decision.
 - c. If the Committee votes in favor of a suggestion the Committee shall also vote on the number of points awarded the Suggestion per the Award Criteria below.
 - d. If the Committee votes in favor of a suggestion the Committee shall also indicate if the award shall be made immediately or 12 months after implementation.
7. City Administrator notifies employees of Award Committee decision.
8. Business Office Manager collects actual cost saving/benefit data for the 12 months following implementation and reports findings back to the Award Committee. (If applicable)
9. Award Committee reviews actual data and findings for 12 month period following implementation and calculates final award amount and grants award if employee has met all of the Eligibility criteria set out above.

10. City Administrator arranges for awards check to be given to the employee. (Awards are subject to applicable taxes)
11. The City Administrator will send every employee who submits a suggestion a statement of explanation as to whether their idea was chosen for an Award.
12. At the end of each calendar year, the City Administrator will provide every employee who received an award with a certificate of recognition.

Awards Criteria

Category	Point Value
I. Thoroughness and Complexity of Application	
A. Simple	5 pts.
B. Moderate	15 pts.
C. Complex	25 pts.
II. Scope of Problem	
A. Minor	5 pts.
B. Moderate	15 pts.
C. Major	25 pts.
III. Effectiveness of Solution	
A. Minor	5 pts.
B. Moderate	15 pts.
C. Major	25 pts.
IV. Safety or Customer Service Impact	
A. Minor	5 pts.
B. Moderate	15 pts.
C. Major	25 pts.
D. Not applicable	
V. Financial Impact (first 12 months of implementation)	
A. \$1 to \$500	5 pts.
B. \$501 to \$2,000	15 pts.
C. \$2,001 to \$5,000	25 pts.
D. \$5,001 to \$10,000	35 pts.
E. \$10,001 and up	45 pts.
F. Not applicable (\$0 savings)	

Note: Awards Committee must decide whether to use IV or V as a criterion PER suggestion, for a total of four award categories per suggestion.

Awards Amount Chart

Point totals are the sum of points from each of the four categories listed in the Awards Criteria.

<u>Total Points</u>	<u>*Award Amount Cost Savings/ Efficiency</u>	<u>Award Amount Safety & Service Enhancement</u>
20 – 24	1%	\$100
25 – 29	2%	\$150
30 - 34	3%	\$200
35 - 39	4%	\$250
40 - 44	5%	\$300
45 - 49	6%	\$350
50 - 54	7%	\$400
55 - 59	8%	\$450
60 - 64	9%	\$500
65 - 69	10%	\$550
70 - 74	11%	\$600
75 - 79	12%	\$700
80 - 89	13%	\$800
90 - 99	14%	\$900
100 over	15%	\$1,000

***Note: Percent of Net Cost Savings for the twelve month period following implementation.**

Additional monetary awards may be provided to employees whose suggestions are considered to be long-term, superior, or extraordinary in their impact on the City of Peculiar. Any award that exceeds the scheduled maximum must be approved by the Board of Aldermen before distribution.

Please note that awards will be on a separate payroll check, will be taxed and will be included on the employee's W-2 form at the end of the year. This includes multiple prizes received in one year.

Instructions for Submitting Suggestion

To participate in this program, you must complete the concept form or the suggestion form and send it to the address listed below. See Administration Section and Procedures Section above for more information on this process.

1. You may submit as many suggestions as you like. Each suggestion must be on a separate form.
2. Please type, or print clearly in ink, on the original form.
3. Be very specific when describing the present condition, your suggestion and the savings, revenue generated, or benefits of your suggestion.
4. You may attach extra sheets if necessary. You also may submit drawings, diagrams, or sketches with this form.
5. Suggestions submitted jointly must be signed by everyone involved.
6. For more information and direction, ask the City Administrator.
7. Response time of your idea depends on the information needed by the Awards Committee.
8. Any ideas or suggestions submitted are owned by the City.
9. Retain a copy of this form for your records.
10. Send the completed suggestion form to:

**City Administrator
250 South Main Street
Peculiar, MO 64078
Or email to: bratliff@cityofpeculiar.com**

Suggestion #: _____

Date Received: _____

City of Peculiar

Rewards and Recognition Program

Concept Form

Please read instructions before completing form

Name(s) (please print or type) _____

Job Title: _____ Work Phone: _____

Department: _____ Division: _____

Add additional sheets as needed.

SUGGESTION: Be specific. What should be done to improve the operation, process, or work condition? How should it be done?

If this is a joint suggestion, it must be signed by all suggestors.

Signature(s): _____ Date: _____

Suggestion #: _____

Date Received: _____

Implementation Date: _____

City of Peculiar

Rewards and Recognition Program

Suggestion Form

Please read instructions before completing form

Name(s) (please print or type) _____

Job Title: _____ Work Phone: _____

Department: _____ Division: _____

Add additional sheets as needed.

PRESENT CONDITION: Describe current operation, process, or work condition

SUGGESTION: Be specific. What should be done to improve the operation, process, or work condition? How should it be done?

SAVINGS OR BENEFIT: Give your best estimate of expected savings, expected revenue, generated or expected benefits (safer conditions, improved service, better quality control, etc.)

Are additional sheets attached? Yes _____ No _____

If this is a joint suggestion, it must be signed by all suggestors.

Signature(s): _____ Date: _____

Instructions for Reviewing Suggestion

1. You may attach additional sheets if necessary.
2. Please type, or print clearly in ink, on the original form.
3. Be very specific in analyzing the suggestion. Please explain whether the suggestion can be implemented in the City of Peculiar and whether your department will implement the idea.
4. If the suggestion is not feasible, please outline any constraints that inhibit the implementation of the suggestion.
5. If the suggestion is feasible, please state the estimated dollar savings, revenue generated, or other positive changes that will be attained through implementation.
6. If you estimate a dollar savings, please indicate how the amount was calculated.
7. The department director should review and initial this form if the reviewer is someone other than the department director.
8. Please submit your analysis on this form within 10 business days to:
City Administrator

**250 South Main Street
Peculiar, MO 64078
Or email to: bratliff@cityofpeculiar.com**

Awards Committee Use Only

Suggestion #: _____ Date Sent: _____
Date Received: _____ Sent To: _____
Final Action: _____
Decision of Committee (approve/deny): _____ Date: _____
Findings of Committee: _____
Point Value Awarded by Committee: _____
Departments Involved in Implementation: _____
Anticipated Implementation Date: _____ Actual Implementation Date: _____

City of Peculiar
Rewards and Recognition Program
Suggestion Analysis Form
Please read instructions before completing form

Name and title of reviewer: _____

Department: _____ Work Phone: _____

Analysis of Suggestion

Does this suggestion address safety, injury reduction, accident reduction? Yes No

Requirements, if any, for implementing suggestion and estimated time needed for implementation. Will other departments be involved in implementation?

Estimated savings (if any):

Recommendations:

Reviewer Signature: _____

Date: _____

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OVERLAND PARK, KANSAS 66210-2362
Telephone (913) 342-2500
Facsimile (913) 342-0603
E-mail address: Mlewis@HolbrookOsborn.com

MEMORANDUM

TO: Board of Aldermen
Brad Ratliff
Chief Gurin

FROM: Reid F. Holbrook
Megan L. Lewis

DATE: October 30, 2012

RE: Bill No. 2012-46 City of Peculiar - Peddlers' Ordinance

For your review, we present, together with Chief Gurin, an ordinance revising Chapter 615 of the Peculiar Municipal Code, which regulates and licenses peddlers within city limits. It is our opinion that it is better to repeal the entirety of Chapter 615 and create a new chapter. Although the changes to the chapter are relatively minor, there are typographical and/or formatting changes in every section. Therefore, it makes it much more efficient to repeal and amend the entire chapter. The changes to Chapter 615 include:

- Typographical and formatting changes.
- A definitional change to 'peddler' in Peculiar Municipal Code Section 615.010 in order to bring the definition into alignment with Missouri statutes.
- A definitional change to 'person' in Peculiar Municipal Code Section 615.010.
- Removal of the application requirement of submission of a photo from Peculiar Municipal Code Section 615.030, as such photo will now be taken at the police station.
- Changing the title City Collector to Police Clerk and accordingly, transferring the City Collector's duties to the Police Clerk.

- Imposition of a \$5.00 occupational license fee.
- Removal of certain elements required to be shown on the Peddler's Permit under Peculiar Municipal Code Section 615.050.
- Removal of Peculiar Municipal Code Section 615.060, which required a deposit and a badge. A badge will no longer be required. This causes renumbering of subsequent provisions.
- Removal of provisions restricting the transfer of a badge to another person, as the City will no longer issue a badge. However, the code will retain provisions prohibiting the transfer of a license to another.
- Removal of provisions referring to the issuance of a permit, as the City will no longer issue a permit, only a license.

Please contact our office for any other questions or concerns regarding these provisions.

BILL NO. 2012-46
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI REPEALING CHAPTER 615 OF THE PECULIAR MUNICIPAL CODE AND INSTITUTING UPDATED PROVISIONS REGULATING AND LICENSING PEDDLERS WITHIN CITY LIMITS.

WHEREAS, the City is authorized, under Rev. Stat. Mo. § 94.270, to regulate, license, and levy/collect a license tax on peddlers; and

WHEREAS, the City is further 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 simultaneously promoting economic growth and protecting the safety and welfare of the Peculiar citizenry.

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, 79.450, and 94.270, that Chapter 615 of the Peculiar Municipal Code be repealed and replaced with the following provisions:

SECTION 615.010: DEFINITIONS

For the purposes of this Chapter the following terms shall have these prescribed meanings:

PEDDLER: Shall include any person, whether a resident of the City of Peculiar, Missouri or not, traveling by foot, wagon, automotive vehicle, or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying or transporting patents, patent rights, patent or other medicines, lightning rods, goods, wares or merchandise, except pianos, organs, sewing machines, books, charts, maps and stationery, agricultural and horticultural products (including milk, butter, eggs, and cheese), wines, spirituous liquors, food solely manufactured/packaged for sale for consumption by a child under two years of age, drugs, devices, and cosmetics; offering and exposing the same for sale; or making sales and delivering articles to purchasers; or who, without traveling from place to place, selling or offering the same for sale from a wagon, automotive vehicle, railroad car, or other vehicle or conveyance, and further provided that one who solicits orders and as a separate transaction makes deliveries to

purchasers as a part of a scheme or design to evade the provisions of this Chapter shall be deemed a peddler subject to the provisions of this Chapter. The word "*peddler*" shall include the words, "*hawker*" and "*huckster*."

PERSON: Shall include the singular and the plural; and shall also mean and include any person, firm, corporation, association, club, co-partnership, society, organization, or any other entity.

SECTION 615.020: LICENSE REQUIRED

It shall be unlawful for any person to engage in the business of peddling, as defined in Section 615.010 of this Chapter, within the corporate limits of the City of Peculiar, Missouri, without first obtaining a license therefor and as provided herein.

SECTION 615.030: APPLICATION -- CONTENTS

Applicants for a license under this Chapter must file with the Police Clerk a sworn application in writing (in duplicate) on a form to be furnished by the Police Clerk, which shall include, at minimum, the following information:

1. Name and address of the applicant.
2. A brief description of the nature of the business and the goods to be sold.
3. If employed, the name and address of the employer, together with credentials establishing the exact relationship.
4. If a vehicle is to be used, a description of the same, together with the license number or other means of identification.
5. Proof of compliance with all County and State rules, orders, and statutes (including but not limited to Sections 150.470 - 150.540, RSMo.) concerning peddling.
6. A payment of \$15.00, which shall be remitted to the Police Clerk, to cover the cost of the investigation. Such payment shall be non-refundable.

SECTION 615.040: APPLICANT TO FILE SWORN AFFIDAVIT STATING WHETHER OR NOT APPLICANT HAS BEEN CONVICTED OF A CRIME OR MISDEMEANOR

Applicants for licenses under this Chapter shall also file a sworn affidavit stating whether or not said applicant has been convicted of a crime or misdemeanor and if so, the nature of such violation and the punishment assessed therefor.

SECTION 615.050: INVESTIGATION -- ISSUANCE OF LICENSE -- WHEN

A. Upon receipt of an application in accordance with Section 615.030 of this Chapter, the original shall be referred to the City Marshal, who shall cause an investigation of the applicant's business and moral character to be made as deemed necessary for the protection of the public good.

B. An applicant's license shall be issued unless it is determined by such investigation that any of the following conditions exist:

1. That the applicant has been convicted of a crime or misdemeanor of moral turpitude; or
2. That the applicant has failed to comply with all County and State rules, orders, and statutes (including but not limited to Sections 150.470 through 150.540, RSMo.) concerning peddling.

C. If, as a result of the investigation, none of the conditions set forth in Subsection (B) are found to exist, the City Marshal shall endorse the application with his approval. The Police Clerk shall thereafter execute a license; and after collection of a \$5.00 occupational license fee, deliver the applicant his license.

D. Such license shall contain the signature and seal of the Police Clerk and shall show the name, company, and photograph of the applicant; the expiration date of the license; and the manner in which the licensee will carry on his business (i.e. by foot, vehicle, etc.). The Police Clerk shall keep a permanent record of all licenses issued.

SECTION 615.060: TRANSFER OF LICENSE PROHIBITED

No license issued under the provisions of this Chapter shall be used at any time by any person other than the one to whom it was issued. A licensee in default with any of the provisions of this

Chapter or in any manner to the City of Peculiar, except as to current taxes, shall be prohibited from using his or her license until such default is cured.

SECTION 615.070: LOUD NOISES AND SPEAKING DEVICES PROHIBITED

No peddler, nor any person in his behalf, shall shout, make any cry out, blow a horn, ring a bell or use any sound device (including any loud speaking radio or sound amplifying system) upon any of the streets, alleys, parks or other public places of the City of Peculiar (or upon any private premises in the City of Peculiar) where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places for the purpose of attracting attention to any goods, wares, or merchandise that the licensee proposes to sell.

SECTION 615.080: USE OF STREETS

No peddler shall have any exclusive right to any location in the public streets or to any stationary location. Further, no peddler shall be permitted to operate in any congested area where his operations might impede or inconvenience the public.

SECTION 615.090: EXHIBITION OF LICENSE

Peddlers are required to exhibit their licenses at the request of any citizen. Peddlers are required to display their license in the city-provided placard during all times of sales and/or peddling.

SECTION 615.100: DUTY OF POLICE TO ENFORCE

It shall be the duty of any Police Officer of the City of Peculiar to require any person seen peddling, and who is not known by such Officer to be duly licensed, to produce his peddler's license. All Police Officers of the City of Peculiar shall enforce the provisions of this Chapter against any person found to be violating the same.

SECTION 615.110: RECORDS -- CITY COLLECTOR TO MAINTAIN -- RECORD ALL LICENSES AND REPORTS OF VIOLATIONS

The City Marshal shall report to the Police Clerk all convictions for violations of this Chapter. The Police Clerk shall maintain a record for each license issued and record the reports of violations therein.

SECTION 615.120: REVOCATION OF LICENSES

A. Licenses issued under the provisions of this Chapter may be revoked by the City Marshal of the City of Peculiar after notice and hearing, in accordance with Section 615.130 of this Chapter, for any of the following causes.

1. Fraud, misrepresentation, or a false statement contained in the application for license.
2. Fraud, misrepresentation, or a false statement made in the course of carrying on the licensee's business as a peddler.
3. Any violation of this Chapter.
4. Conviction of any crime or misdemeanor involving moral turpitude.
5. Conducting the business of peddling in an unlawful manner or in such a manner so as to constitute a breach of peace or constitute a menace to the health, safety, or general welfare of the public.

B. Notice of the hearing for revocation of a license shall be given in writing and shall set forth: (1) the grounds of the complaint; and (2) the time/place of the hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five (5) days prior to the date set for the hearing.

SECTION 615.130: DENIAL OF LICENSE -- APPEAL -- HEARING

- A. Any person aggrieved by the action of the City Marshal or the Police Clerk involving the denial of any application for a license in accordance with Section 615.050 of this Chapter; or an action involving a decision relating to the revocation of a license in accordance with Section 615.120 of this Chapter, shall have the right of appeal to the Board of Aldermen of the City of Peculiar within fourteen (14) days after the notice of the action complained of has been mailed to such person's last known address.
- B. The request for appeal shall consist of a written statement fully setting forth the grounds for the appeal.
- C. The Board of Aldermen shall set a time and place for hearing on such appeal. Notice of the hearing shall be given to the appellant in the same manner as provided in Section 615.120 of this Chapter.

D. Except as otherwise required by law, the decision and order of the Board of Aldermen on the appeal shall be final and conclusive.

SECTION 615.140: EXPIRATION OF LICENSES

All licenses shall expire on the date specified in the license, but may be renewed from time to time for periods not exceeding one (1) year so long as the renewal applicant has not violated any provision of this Chapter and still meets the requirements set forth in Section 615.050 of this Chapter.

SECTION 615.150: LICENSE RENEWAL -- PROCEDURE

A person desirous of renewing a license issued in accordance with the provisions of this Chapter must submit a renewal application in accordance with Section 615.030 of this Chapter to the Police Clerk no later than five (5) days prior to the expiration of the present license. The Application shall include an affidavit, wherein the applicant must swear:

1. That the applicant has not been convicted of a crime or misdemeanor of moral turpitude;
2. That the applicant complies with all County and State rules, orders, and statutes (including but not limited to Sections 150.470 through 150.540, RSMo.) concerning peddling; and
3. That the applicant has adhered to all provisions of this Chapter.

SECTION 615.160: VIOLATION AND PENALTY

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished by a fine not to exceed one hundred dollars (\$100.00), by imprisonment not to exceed thirty (30) days, or both.

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

First Reading: _____

Second Reading: _____

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

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

Approved:

Attest:

Ernest Jungmeyer, Mayor

Josette Poirier, City Clerk