



**BOA Meeting Agenda  
Peculiar City Board of Aldermen  
Work Session Meeting and Public Hearing  
City Hall – 250 S. Main St  
Monday August 5, 2013 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, August 5, 2013 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-2221. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Board of Alderman Statement
5. Agenda Request – Missouri Main Street Public Service Agreement – Jeanine Rann
6. Business
  - A. **Bill No. 2013-13 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 710.070 TO INCLUDE SUBSECTIONS D, E, AND F, OUTLINING THE RESPONSIBILITY OF THE CITY/PROPERTY OWNER IN REFERENCE TO THE WATER DISTRIBUTION SYSTEM.**  
*\*2<sup>nd</sup> Reading*
  - B. **Bill No. 2013-14 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 700.010 AND PERMITTING ADDITIONAL IRRIGATION METER CONNECTIONS TO THE CITY'S WATER WORKS SYSTEM.**  
*\*1<sup>st</sup> Reading*
  - C. **Resolution 2013-35 - A RESOLUTION OF THE BOARD OF ADLERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE MAYOR TO ENTER INTO A CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2013 STREET OVERLAY PROGRAM AND AUTHORIZING CITY STAFF TO AMEND THE BUDGET TO ESTABLISH FUNDING FOR THE STREET OVERLAY PROJECT**
7. Topics for Discussion
  - A. **Video about Ray-Pec Community Alliance**
  - B. **Chief of Police Letter to Board of Aldermen**
8. Aldermen Concerns or Additional Topics for Discussion by Aldermen
9. Aldermen Directives Reported by City Administrator
10. Executive Session  
**The City Administrator has requested a 25-minute Executive Session to discuss Real Estate Matters, per RSMo. §610.021(2)**
11. Adjournment



City Administrator  
Brad Ratliff

City Engineer  
Carl Brooks

City Clerk  
Nick Jacobs

Business Office  
Trudy Prickett

City Attorney  
Reid F. Holbrook

City Planner  
Cliff McDonald



Municipal Offices - 250 S. Main St., Peculiar, MO 64078  
Phone: 816.779.2221 Facsimile: 816.779.5213

AGENDA REQUEST FORM  
(Board of Aldermen)

This form must be completed and submitted to the office of the City Clerk. Complete materials for the agenda shall be submitted no later than Thursday at 5:00 pm, 9 business days prior to the next Board of Aldermen's meeting. If an observed holiday falls on a Thursday, materials will be accepted until 5:00 pm on Wednesday. The Board of Aldermen's Regular Meeting is to be held the Third Monday of each month.

Date of Request: 6/18/13

Scheduled Meeting Date: 8/5/13

Full Name of Speaker: Jeanine Rann Organization: Missouri Main Street

Home Address: 2005 SW British Dr City Lees Summit State MO Zip 64081

Home Phone #: \_\_\_\_\_ Work Phone #: 417/334-3014 Cell #: 816-510-7260 Email: jeanine.momainstreet.org  
Resident of the City of Peculiar?  Yes  No

Specifics of Topic:  
Public Service Agreement

Desired Outcome: Full understanding by City Council of a Public Service Agreement; official financial support included in the City of Peculiar's upcoming budget.

If applicable has this item been previously presented to any of the following Boards for consideration?

<input type="checkbox"/> Board of Aldermen	Date Presented _____	Outcome _____
<input type="checkbox"/> Planning Commission	Date Presented _____	Outcome _____
<input type="checkbox"/> Park Board	Date Presented _____	Outcome _____
<input type="checkbox"/> Board of Adjustment	Date Presented _____	Outcome _____

\*\*\*I have been made aware of the date and time of the next scheduled Board of Aldermen meeting.

Office Use Only:

Date request Received: \_\_\_\_\_

Signature: Jeanine Rann  
Brenda Conway - DPACD

## Contract for Services BOA Presentation

*The DPACD Economic Restructuring Committee has been looking at ways to best accommodate the "next level" evolution of our organization and continue to manifest the plan for the revitalization of Downtown in a more comprehensive and targeted way. Through our affiliation with Missouri Main Street, we have learned that several communities undertaking downtown revitalization in Missouri use a Contract For Services Agreement with their cities to best address both entities' goals and budgets. Mayor Jungmeyer, who is a member of the ER Committee, has ask our city administrator to include a request for funding this approach in the upcoming budget. To best give you the information you need to discuss this budget request, the ER Committee has asked Missouri Main Street Community Development Coordinator, Jeanine Rann, to give you information on how the Contract for Services works in other communities and how it could potentially work in ours.*

1. Introduction
2. Brief history of DPACD's/the City's Missouri Main Street Affiliate grant
  - a. Synopsis of goals of grant
  - b. List of requirements of grant
  - c. Report on our compliance with grant
3. Explanation of the 4 Point Approach & 30/30/30/10 Budget
4. What is a Contract for Services?
5. Why a Contract for Services at this time?
  - a. Accomplishments of Downtown organization
  - b. Growth of organization and Downtown
  - c. Positive press and initiatives due to DPACD's efforts
  - d. Logical & necessary next step in evolution of economic revitalization
6. Example of Contract for Services
  - a. Other communities using the approach successfully
7. Benefits to City
8. Roles
  - a. City's role
  - b. DPACD's role

# Missouri Main Street Program

## Affiliate 60/40 Matching Grant Application

---

*The mission of the Missouri Main Street Program is to provide communities with the knowledge and tools to economically and physically revitalize their downtowns within the context of historic preservation, using the National Trust Main Street Center's Four-Point Approach.®*



MISSOURI MAIN STREET CONNECTION, INC.

Gayla Roten, State Director

PO Box 1066, Branson, MO 65615-1066

417-334-3014 / FAX 417-334-3059

e-mail: [info@momainstreet.org](mailto:info@momainstreet.org)

Jeanine Rann, Community Development Coordinator

e-mail: [jrann@momainstreet.org](mailto:jrann@momainstreet.org)

web: <http://www.momainstreet.org>



National Trust for  
Historic Preservation

Main Street

# Missouri Main Street Program Affiliate 60/40 Matching Grant Application

**PLEASE NOTE:** Main Street®, when referring to a revitalization program, is a registered trademark of the National Trust for Historic Preservation. Associate and Accredited programs are permitted to use the name Main Street® as part of their organization title. Aspiring and Affiliate programs are not.

Missouri Main Street Connection, Inc. (MMSMC) is the licensing partner and Main Street Coordinating Program for the State of Missouri with the National Trust for Historic Preservation’s Main Street Center. This licensing and coordinating partner agreement identifies Missouri Main Street Connection, Inc. as having the sole discretion to determine whether a community may claim to be part of the Missouri Main Street Program which designates communities through a selection process and determines their status within the Missouri tier system, whether it be Aspiring, Affiliate, Associate, or Accredited.

## CONTENTS

**Overview: The Main Street Approach® .....page 3**

**Missouri Main Street Program Services to Affiliates..... page 4**

**General Selection Criteria..... page 5**

**Instructions ..... page 6 - 7**

**Letter of Intent Sample..... page 8**

**Resolution of the Sponsoring Organization..... page 9 -10**

**Affiliate Grant – Full Application Preparations ..... page 11**

**Section A – Community Commitment .....page 12 – 14**

**Section B – Financial Commitment .....page 15**

**Section C – Main Street Program Area Information .....page 16 – 17**

**Section D – Need and Potential .....page 18 – 19**

**Sample Council Resolution ..... page 20-21**

**Attachment Checklist .....page 22**

*This grant application contains 22 pages. If you have not received all of them, please contact:  
Missouri Main Street Connection, Inc. 417-334-3014 or e-mail: [glroten@momainstreet.org](mailto:glroten@momainstreet.org)*

## An Overview: The Main Street Approach® to Historic Commercial District Revitalization

---

Main Streets are not just collections of old buildings, but the hearts of communities, distinct places, and the roots of our nation. Ignored, abandoned, and otherwise unprotected, they disappear. And with that, so do the souls of the communities – and people. In an age of indistinguishable strip centers and homogenous culture, our historic downtown districts are more important and compelling than ever.

A comprehensive, multifaceted strategy – the Main Street Four-Point Approach® - offers a blueprint for bringing downtowns back to life. The Main Street Approach applies a historic preservation-based, *volunteer-driven* economic development strategy to powerful grassroots organizations, which yields impressive results in communities of all sizes and in all places. Downtowns in small communities and urban commercial districts have used this cost-effective approach to attract new investment to their districts while reusing the existing building stock and amenities.

Recognizing quick-fix solutions do not work, the Main Street Approach advocates a return to community self-reliance and the redevelopment of Main Street program areas based on their traditional assets: personal service, local ownership, a unique physical environment and a sense of community. It is an incremental, long-term, total community effort differing in philosophy and effect from capital intensive, quick-fix projects. It is not driven by political goals or agendas, but by the vision and labor of ordinary people who *become extraordinary* – those who are willing to take responsibility for their own present circumstances and the future of their communities.

The Main Street Approach incorporates activities in four distinctive areas, which sometimes overlap; they combine to build a positive, identifiable image for the revitalization program area.

**ORGANIZATION:** The Main Street Approach to revitalization is a total community effort. Groups and individuals typically involved in Main Street programs include business people, merchants, property owners, local government, financial institutions, industry, clergy, schools, utilities, residents and civic groups. Building the organization's capacity with enough people, funds and local enthusiasm to implement the program is critical to revitalization success.

**PROMOTION:** Revitalization programs market the district and community through a series of aggressive, targeted activities such as special events and festivals, which highlight the local culture, art, music, dance and traditions that give each community its unique identity.

**DESIGN:** The physical appearance of a historic commercial district sets it apart from any other. A physically attractive district appeals to shoppers, residents, visitors and potential investors. The Main Street design philosophy is based on the historic preservation ethic and strives to improve the appearance of all physical things in the revitalization program area, including buildings, signs, public art, window displays. Design also includes streets, sidewalks, parks and other public infrastructure.

**ECONOMIC RESTRUCTURING:** The revitalization program is based on the success of existing businesses, and strives to make them better while recruiting new investors to the district who will complement the current business mix. ER analyzes regional and local market forces that impact the district, in order to develop long-term solutions and prepare the district to thrive.

## Missouri Main Street Program Services to Affiliates

---

Missouri Main Street provides *technical assistance* and *training* to communities competitively selected for the **Missouri Main Street Affiliate Grant Program**. Through the Missouri Main Street Program, intensive on-site assistance and training are provided to grant recipients. This is a 60/40 cost-share grant. The value of the grant for the two-year period is \$23,500 in services. Sixty percent (60%) is contributed in services by the Missouri Main Street Program; Forty percent (40 %) is contributed in cash, \$9,400, by the participating City/Town, or the sponsoring organization, to MMSC at the beginning of the grant period.

### SERVICES INCLUDE:

**Town Hall Meeting** – A local community gathering facilitated by MMSC staff and an experienced Main Street representative. The purpose is for everyone in the community to share their vision for the downtown, learn about the grant services, and express their ideas for revitalization. The information assembled in this meeting will form the basis for a preliminary strategic work plan, and encourage volunteers enlistment for the organization. On-site visit.

**Organizational Visits** – MMSC staff will meet with the leadership of the new organization to evaluate the organizational needs once each year of the two-year grant period. Topics will be based on the unique characteristics of each community. Results of the visit will be presented in a written follow-up report that contains recommendations for the program to succeed. Minimum two on-site visits.

**Work Plan Development** – MMSC staff will facilitate an all-day retreat/work session for the new organization's board of directors and committee members to plan the direction of their revitalization program for the next year, and outline a long-term strategic plan of action. On-site visit.

**Regional Board Training** – One session is scheduled each year. All may send their new Board members for an orientation to Main Street concepts and learn how to apply them. Attendance is recommended. *Registration costs are waived for Affiliate grant participants, but travel & meal costs must be undertaken by their sponsoring organization.*

**Consultation** by phone – MMSC staff will be available to answer questions and provide consulting by phone.

**Training and Reference Materials - The Missouri Main Street Resource Library** – Printed materials are free from the Resource Library, and will be delivered by e-mail to any MMSC member. Postage is charged to the participants on bound materials and books borrowed from the Resource Library.

**Networking** – During all workshops and conferences conducted by MMSC, staff and boards from participating revitalization organizations have opportunities to share information related to Main Street concepts, common challenges and success stories.

---

**Registration fees are charged for the following services:**

**Regional Main Street Workshops** – Conducted in various locations throughout the State, and include topics such as the Elements of Main Street (Basic Training), plus advanced topics. *Missouri Main Street members receive discounts on registration fees.*

**“Get Plugged In...Downtown,” Missouri's Premier Downtown Revitalization Conference:** July 23-25, 2013 in Kansas City, The Phillips Hotel. *Missouri Main Street members receive discounts on registration fees.*

## General Selection Criteria

---

The following general criteria will be used to evaluate all Missouri Main Street Connection applications.

- A strong commitment from **local government** and **various private sector organizations** to support the local revitalization program for **a minimum of two years**.
- An adequate local budget and/or evidence of a fund-raising commitment to finance the local revitalization program for **a minimum of two years**.
- A commitment by the community to hire **paid staff**. For communities under 5,000 in population, the director must be paid for a minimum of 25 hours per week. For communities over 5,000 in population, the director must be paid for a minimum of 40 hours per week. Salaries should be comparable to other economic development professionals in the area. The Missouri Main Street Connection Board of Directors may grant exemptions for special circumstances following a written request by the program. *No third-party contracts for management services will be accepted.*
- The community must **demonstrate the need for community revitalization**.
- The community must demonstrate the **possibility of change** in the district as a result of participating in the Missouri Main Street Program.
- The community must have a **definable commercial area** with historic architectural resources.
- Evidence of a **local historic preservation ethic** and activity, and the existence of architecturally significant buildings in the revitalization program area currently listed on or may be eligible for the National Register of Historic Places.
- Current **community demographics**, such as the mix of businesses, housing, size and location of the proposed revitalization program district, as related to the entire community.
- The community must commit to forming a **public-benefit, not-for-profit corporation** within two years, designed to serve as the governing body for the local revitalization program, with the commitment to maintain a volunteer board and working committees.
- A commitment by board members, committees, staff and municipal government to **attend training sessions** and workshops conducted by MMSC.
- A **financial commitment** of \$9,400, payable to Missouri Main Street Connection, Inc. for services provided during a two-year period, beginning when the contract for services is signed by all parties.

# Missouri Main Street Program Tier System At-A-Glance - 2013

	Aspiring Community	Affiliate Grant Participant	Affiliate Community*	Associate Community	Accredited MAIN STREET® meeting National Main Street 10-point criteria	
<b>REQUIREMENTS</b>						
Traditional Main Street District	★	★	★	★	★	
Attend Training	1 per yr.	★	Majority	Majority	Majority	
Learn the Main Street Approach®	★	★	★			
Administer The Main Street Approach®				★	★	
Member of MMSC	★	★	★	★	★	
Independent Downtown Organization		Goal	Goal	★	★	
Submit Quarterly Econ. Data Reports		Goal	★	★	★	
Submit Quarterly Board Minutes		★	★	★	★	
Employ an Executive Director		Goal	Goal	★	★	
Diversified & Sustainable Funding		Goal	Goal	★	★	
Letter of Agreement		★	★	★	★	
Member of the National Main St. Network				★	★	
Meet the 10-point Criteria as established by the NMSC					★	
<b>SERVICES from MMSC</b>						
National Main St. Accreditation Review				★	★	
Telephone Consultation	★	★	★	★	★	
Workshop & Conference Discounts	★	★	★	★	★	
Award Program Eligibility	★	★	★	★	★	
MMSC Community News Reports	★	★	★	★	★	
Access to the Web-Site Tool kit	members only	★	★	★	★	
Main Street Capital Day	★	★	★	★	★	
"Tier" Networking Events	★	★	★	★	★	
Town Hall Meeting Intro to Main Street		★	★			
Organizational Visits (2)		★				
Organizational Visit, upon request				★	★	
Membership dues waived for 2 years		★				
Regional Board Training, upon request		★		★	★	
Workplan Retreat for Board of Directors		★				
Managers Training, upon request		★		★	★	
New Manager Orientation, upon request		★		★	★	
Hiring Assistance, upon request		★		★	★	
Designated MMSC Staff Person				★	★	
Media Releases About Your Community		★	★	★	★	
May use the MAIN STREET® trademark				★	★	
1 Free Registration for the Annual Missouri Revitalization Conference.				★	★	
1 Free Registration for the National Main Street Conference					★	
Technical Assistance Visit, upon request					★	
SHPO Services					★	
MMSC Library Resource access	members only	★	★	★	★	

\* See the MMSC Training and Consulting Service Directory for services that non-Grant participants can request based on fees for services.

## The Main Street<sup>®</sup> Revitalization Philosophy

Downtown is a place in people's minds as well as a physical entity. For decades it was the center of community activity, both social and commercial. Today, most downtowns are no longer the only, or even the primary, business district in their communities. They are competing with newer commercial developments and urban sprawl.

In an attempt to keep up with the commercial strip and the suburban mall, owners have covered older downtown buildings with aluminum or faceless wood panels, installed plate glass windows and oversized signs to attract customers. Thinking that such "modernizing" of their buildings would make them competitive with new commercial strips, property owners have often destroyed the character of their buildings and of their downtowns.

Downtown can not compete on the same terms with new commercial development because it simply does not have all of the features that make for success in newer, planned shopping centers – immediate major highway access, proximately to affluent suburban households, and unified management. There are, however, ways for traditional downtowns to be competitive and to regain some of their economic vitality. A comprehensive strategy that addresses all of the causes of downtown decline, while seeking appropriately scaled solutions, can reverse the decline and lead to new economic investment, while preserving the investment in historic buildings. One approach has been developed that does just this – the Main Street Approach<sup>®</sup>.

The actual process of downtown revitalization is complex. There are many steps involved and any number of activities that may be initiated. There is no magic list of projects that towns should implement. The Main Street Approach<sup>®</sup>, featuring the comprehensive four-point strategy, is a proven method for downtown revitalization. Currently there are over 1,200 designated Main Street<sup>®</sup> communities in America.

Main Street is a philosophical and physical approach to downtown revitalization based on economic development within the context of historic preservation. Downtowns did not deteriorate overnight nor will they be revitalized with one big project. Successful downtowns take planning seriously, adopting incremental goals and objectives over time, while renewing local interest in the heart of the community.

Towns that use the Main Street<sup>®</sup> principles as the basis for activities will see positive results: new businesses, streetscape and infrastructure improvements, building restorations, festivals and special events that celebrate local history and heritage, positive attitudes, and a renewed confidence in downtown.

Downtown revitalization is more than focusing on physical improvements alone or only on marketing efforts. Comprehensive activity must address all of the district's problems and opportunities in a unified way. The Main Street<sup>®</sup> philosophy emphasizes an incremental, sustainable approach to downtown revitalization based on historic preservation and utilizing a community's unique elements. It is a comprehensive self-help process that builds on the total image of downtown.



## **The Main Street Four-Point Approach<sup>®</sup> to Revitalization: How it Functions within the Committees**

### **THE FOUR POINTS**

The National Trust Main Street Center offers a comprehensive commercial district revitalization strategy that has been widely successful in towns and cities nationwide. Describe below are the four points of the Main Street Approach<sup>®</sup> which work together to build a sustainable and complete community revitalization effort.

**Organization** involves getting everyone working toward the same goal and assembling the appropriate human and financial resources to implement a Main Street revitalization program. A governing board and standing committees make up the fundamental organization structure of the volunteer-driven program. Volunteers are coordinated and supported by a paid program director as well. This structure not only divides the workload and clearly delineates responsibilities, but also builds consensus and cooperation among the various stakeholders.

**Promotion** sells a positive image of the commercial district and encourages consumers and investors to live, work, shop, play and invest in the Main Street district. By marketing a district's unique characteristics to residents, investors, business owners, and visitors, an effective promotional strategy forges a positive image through; advertising, retail promotional activity, special events, and marketing campaigns carried out by local volunteers. These activities improve consumer and investors confidence in the district and encourage commercial activity and investment in the area.

**Design** means getting Main Street into top physical shape. Capitalizing on its best assets, such as historic building and pedestrian-oriented streets, is just part of the story. An inviting atmosphere created through attractive window displays, parking areas, building improvements, street furniture, signs, sidewalks, street light, and landscaping, conveys a positive visual message about the commercial district and what it has to offer. Design activities also include instilling good maintenance practices in the commercial district, enhancing the physical appearance of the commercial district by rehabilitating historic buildings, encouraging appropriate new construction, developing sensitive design management systems, and long-term planning.

**Economic Restructuring** strengthens a community's existing economic assets while expanding and diversifying its economic base. The Main Street program helps sharpen the competitiveness of existing business owners and recruits compatible new businesses and new economic uses to build a commercial district that responds to today's consumers' needs. Converting unused or under used commercial space into economically productive property also helps boost the profitability of the district.

Coincidentally, the four points of the Main Street Approach<sup>®</sup> correspond with the four forces of real estate value, which are social, political, physical and economic.



## **Percentage Typical Income Sources for Main Street® Programs**

The National Trust for Historic Preservation Main Street Center recommends the following sources for Main Street® program income:

30% from city and/or county

30% from corporate sponsors

30% from local businesses and residents

10% from special events/sales/other fundraising activities

(Grants are normally included in the 10%. Grant funding is generally not a sustainable source of income.)

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
DOWNTOWN LEE'S SUMMIT MAIN STREET, INC.**

This Agreement, made and entered into this 8<sup>th</sup> day of August, 2011, is by and between Downtown Lee's Summit Main Street, Inc., a Missouri nonprofit corporation ("Main Street"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city ("City").

WITNESSETH:

WHEREAS, Main Street was created to assist the City in developing a public-private effort to revitalize the City's Central Business District; and

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the proceeds of which were to be used to promote the general economic welfare of the City, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to Main Street as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

I. **SCOPE OF SERVICES**

Main Street will provide the following services ("Services"):

- A. Organization – provide unified management and coordination for the downtown commercial area.

**Indicator:** *Number of businesses, civic groups, community partners and other stakeholders that participate in Downtown Lee's Summit Main Street, Inc. helping to achieve the vision as adopted in the Downtown Master Plan.*

**Indicator:** *Number of businesses and volunteers that participate in promotional events and other downtown revitalization activities sponsored by Downtown Lee's Summit Main Street, Inc. Volunteer hours will be tracked and be an indicator of broad-based support.*

- B. Marketing and Promotion – continue to develop and update a consistent promotion and advertising program for the downtown commercial area.

**Indicator:** *On a quarterly basis produce quality marketing pieces that bring our brand alive and elevate the image of downtown.*

**Indicator:** *Coordinate no less than six annual activities to attract visitors to the district. Coordinate all marketing and promotions for each activity and track all publicity received. Publicity will be tracked and quantified with a dollar value.*

- C. Design – continue to initiate and develop volunteer design proposals for façade, signage, lighting, landscape, and the overall aesthetic look of the downtown commercial area.

**Indicator:** *Produce at least three conceptual renderings to property owners that reflect enhanced façade improvements*

**Indicator:** *Exhibit a historic preservation ethic encouraging appropriate building renovations and draft a Design Standards document for the Council to consider for adoption.*

- D. Economic Restructuring – continue to strengthen the existing economic assets of the downtown area while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of individual merchants.

**Indicator:** *Amount of additional sales tax generated by participating downtown merchants during Downtown Lee's Summit Main Street, Inc. promotional events.*

**Indicator:** *Track key statistics of jobs and new businesses, rental rate per square foot and serve as an information clearing house for this type of information.*

**Indicator:** *Number of business development seminars that are developed and presented each year for downtown merchants.*

## II. TERM AND TIME OF PERFORMANCE

The original term of this Agreement shall be from July 1, 2011 to June 30, 2012. This Agreement shall be renewed each year thereafter for an additional one year term from July 1 to June 30 each year, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City Manager. The review by the City Manager shall be completed no later than April 1 of each term of this Agreement. To facilitate the review, Main Street shall submit a copy of its current budget by March 1, meet regularly with the City Manager, and provide a report of all activity to the City Manager. The City Manager shall inform Main Street by April 30 of the results of the City

Manager review. All compensation for the Services is subject to annual appropriation by the City.

**III. COMPENSATION AND METHOD OF PAYMENT**

A. The City hereby agrees to compensate Main Street for the Services as outlined in Section I (A-D) in a lump sum amount of \$60,000 annually. All compensation for the Services is subject to the provisions of Section II above. Main Street shall spend said sums in accordance with Main Street's budget, a copy of said budget being attached hereto as **Exhibit A** attached hereto and incorporated herein by reference.

**IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

Main Street shall permit an authorized representative of the City to inspect and audit all data and records of Main Street related to their performance under this Agreement.

**V. SUBCONTRACTS**

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

**VI. REPRESENTATION ON BOARD**

It is agreed that Main Street's Executive Board has been created to oversee the operation of Main Street, and the City will possess two voting positions on the Executive Board consisting of the Mayor and City Manager (or their designees).

**VII. NON-DISCRIMINATION PROVISIONS**

Main Street and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. Main Street will take affirmative action to ensure that applicants are employed in good faith. Main Street and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**VIII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**IX. INTEREST OF LOCAL PUBLIC OFFICE**

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

**X. INDEPENDENT CONTRACTOR**

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

**XI. INDEMNIFICATION**

Main Street shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Main Street need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

**XII. CANCELLED, TERMINATION OR SUSPENSION**

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that Main Street is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

In the event of such default or violation by Main Street, the City shall send to Main Street by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Main Street shall cure or remedy said violation or default within twenty (20) working days after receipt of

said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Main Street.

### XIII. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager  
City of Lee's Summit, Missouri  
220 S.E. Green Street  
Lee's Summit, Missouri 64063

Notice to Main Street shall be addressed to:

President  
Downtown Lee's Summit Main Street, Inc.  
226 SE Douglas Street, Ste 203  
Lee's Summit, MO 64063

### XIV. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and Main Street mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

### XV. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

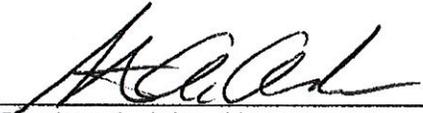
### XVI. ENTIRE AGREEMENT

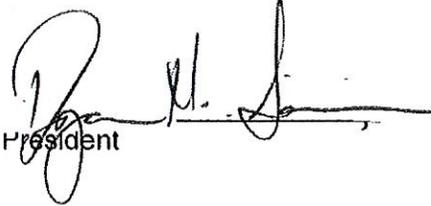
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI  
A Missouri constitutional charter city

DOWNTOWN LEE'S SUMMIT  
MAIN STREET, INC.  
A Missouri nonprofit corporation

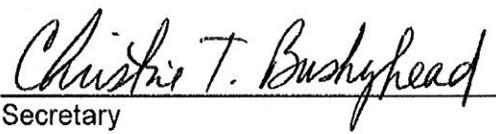
  
\_\_\_\_\_  
Stephen A. Arbo, City Manager

  
\_\_\_\_\_  
President

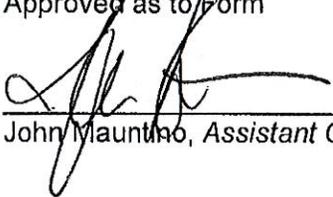
ATTEST:

ATTEST:

  
\_\_\_\_\_  
Denise R. Chisum, City Clerk

  
\_\_\_\_\_  
Secretary

Approved as to Form

  
\_\_\_\_\_  
John Maunula, Assistant City Attorney

# VALUE of Downtown Revitalization Efforts

Bringing the Community together

- Building Consensus
- Leadership Development
- Dedicated focus to the heart of the community

Fostering a Sense of Place

- Bringing People
- Strengthening position as a center of community activity
- Building Downtown as a destination for locals & visitors

Building on Existing Assets

- Preserving Historic Character
- Promoting Physical Improvements & appropriate maintenance
- Fostering a clean & safe pedestrian friendly environment

Strengthening the Economic Base

- Supporting existing businesses
- Recruitment of new & appropriate Businesses & use of space
- Fostering entrepreneurship Development

NATIONAL TRUST FOR HISTORIC PRESERVATION

## **Value of Downtown Revitalization Efforts**

- **Bringing the Community Together**
  - Building Consensus
  - Leadership Development
  - Dedicated Focus to the Heart of the Community
- **Fostering a Sense of Place**
  - Bringing People Together
  - Strengthening the Position as a Center of Community Activity
  - Building Downtown as a Destination for Locals and Visitors
- **Building on Assets**
  - Preserving Historic Character
  - Promoting Physical Improvements and Appropriate Maintenance of Buildings
  - Fostering a Clean and Safe Pedestrian Friendly Environment
- **Strengthening the Economic Base**
  - Support of Existing Businesses
  - Retention & Recruitment of Businesses
  - New Use of Space
  - Fostering Entrepreneurship Development.



**City Administrator**  
*Brad Ratliff*

**Police Chief**  
*Harry Gurin*

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



23  
**City Engineer**  
*Carl Brooks*

**City Clerk**  
*Nick Jacobs*

**Business Office**  
*Trudy Prickett*

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

---

**To:** Mayor & Board of Aldermen  
**From:** Nick Jacobs (njacobs@cityofpeculiar.com)  
**Date:** August 1, 2013  
**Re:** Responsibility of the City/property owners in reference to the water distribution system.

---

#### **GENERAL INFORMATION**

---

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

---

#### **PROPOSAL**

---

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

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

---

#### **PREVIOUS ACTIONS**

---

First Reading was July 15<sup>th</sup> 2013.

---

#### **KEY ISSUES**

---

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

---

#### **STAFF RECOMMENDATION**

---

Staff recommends approval of the ordinance.

---

#### **ATTACHMENTS**

---

The proposed ordinance is attached for your review.

**BILL NO. 2013-13**  
**ORDINANCE NO. \_\_\_\_\_**

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

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

**WHEREAS**, the City is further authorized, pursuant to Rev. Stat. Mo. §§ 79.130 and 79.450, to enact ordinances, rules, and regulations "expedient for maintaining the peace, good government and welfare of the city and its trade and commerce;" and

**WHEREAS**, this proposed ordinance will maintain the good government and commercial welfare of the City of Peculiar; and shall ensure the continuing viability of the City's waterworks system.

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

**SECTION I.** Pursuant to the authority granted by and subject to the provisions of the Revised Statues of Missouri, that Section 710.070 of the Peculiar Municipal Code be amended with addition of subsections D, E, and F, which shall read as follows:

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

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

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

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

**SECTION II: DEFINITIONS:**

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

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

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

**First Reading: July 15, 2013**

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

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

**Alderman Gallagher** \_\_\_\_\_  
**Alderman Dunsworth** \_\_\_\_\_  
**Alderman Fines** \_\_\_\_\_

**Alderman Ray** \_\_\_\_\_  
**Alderman Stark** \_\_\_\_\_  
**Alderman Turner** \_\_\_\_\_

**Approved:**

**Attest:**

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

\_\_\_\_\_  
**Nick Jacobs, City Clerk**



**City Administrator**  
*Brad Ratliff*

**Police Chief**  
*Harry Gurin*

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



27  
**City Engineer**  
*Carl Brooks*

**City Clerk**  
*Nick Jacobs*

**Business Office Manager**  
*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:** Carl Brooks  
**Date:** July 31, 2013  
**Re:** Change to Irrigation Water Meter Connection in reference to the water distribution system.

---

#### **GENERAL INFORMATION**

**Applicant:** City Staff  
**Requested Actions:** Review of the proposed Ordinance, pertaining to the allowed size of an irrigation water meter connection.  
**Purpose:** To allow the connection of a larger than three-quarter (3/4) inch irrigation water meter connection.

---

#### **PROPOSAL**

This Ordinance would allow residents, commercial business property owners and Home Owner Associations the opportunity of an irrigation water meter connection of a larger than three-quarter (3/4) inches. Currently, no irrigation water meter connection may be larger than 3/4-inches. The applicant shall identify the need and capacity requirements of the meter that they desire, and the size of the meter shall then be determined by the City Engineer.

---

#### **PREVIOUS ACTIONS**

Previously, the irrigation connection would be no larger than 3/4-inch.

---

#### **KEY ISSUES**

By amending our current code, this will allow residents, commercial business property owners and Home Owner Associations the opportunity to lease an irrigation water meter larger than 3/4-inch for irrigation purposes.

---

#### **STAFF RECOMMENDATION**

Staff recommends approval of the ordinance.

---

#### **ATTACHMENTS**

The proposed ordinance is attached for your review.

**AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 700.010 AND PERMITTING ADDITIONAL IRRIGATION METER CONNECTIONS TO THE CITY'S WATER WORKS SYSTEM.**

**WHEREAS**, the City is authorized, under Rev. Stat. Mo. §§ 91.010 and 91.090 to erect, maintain, and operate water works;

**WHEREAS**, the City is further authorized, pursuant to Rev. Stat. Mo. §§ 79.130 and 79.450, to enact ordinances, rules, and regulations "expedient for maintaining the peace, good government and welfare of the city and its trade and commerce;" and

**WHEREAS**, this proposed ordinance will maintain the good government and commercial welfare of the City of Peculiar; and shall ensure that the City's water works system continues to serve the needs of the Peculiar citizenry.

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

**SECTION I.** That Peculiar Municipal Code § 700.010(D.3) be amended to read as follows:

D. The fees for water and sewer connections shall be as follows:

- 3. *Irrigation water meter connection.* An irrigation water meter connection shall be any connection to the City of Peculiar water system that is solely used for irrigation purposes, and in accordance with a written agreement with the City of Peculiar. The connection shall be no larger than three-quarter (3/4) inches; unless approved by the City Engineer. The fee for this connection shall be at least one thousand dollars (\$1,000.00), or as established by the approved Schedule of Fees. The fee for larger connections shall be established by the approved Schedule of Fees. Such connections shall solely be available to property owners and/or Homeowners' Associations.

**SECTION II:** The effective date of this ordinance shall be \_\_\_\_\_, 2013.

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

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

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

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

**Approved:**

**Attest:**

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

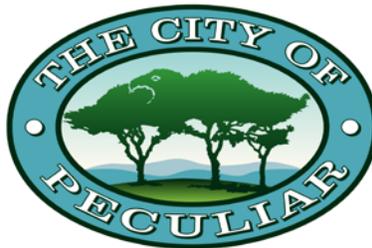
\_\_\_\_\_  
**Nick Jacobs, City Clerk**

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Nick Jacobs*

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

**Business Office Manager**  
*Trudy Prickett*



**City Engineer**  
*Carl Brooks*

**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

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

**To: Board of Aldermen**

**From: Carl Brooks**

**Date: 08/01/13**

**Re: Resolution 2013-xx**

#### **GENERAL INFORMATION**

**Applicant: City Staff**

**Requested Actions: Authorizing Mayor to Sign Contract**

**Date of Application: 06/27/13**

**Purpose: To have agreements in place with Superior Bowen for Street Patching, Milling, Overlay and Crack Sealing**

#### **PROPOSAL**

As you know, the City has worked and continues to collaborate with the Cities of Belton, Harrisonville and Raymore in bidding our asphalt projects. By working together, this has saved the City a great amount of money collaborating as opposed to bidding these asphalt projects on our own over the past two years.

The City has budgeted \$100,000 for street asphalt overlay from the CIP Street Fund; has received \$60,000 from Cass County; \$1,900 for street asphalt overlay from the East Growth Fund; \$10,000 for street asphalt overlay from the West Growth Fund and have budgeted \$6,600 for street asphalt overlay from the Enterprise Fund (Water) to repair street patches in regards to water main leaks for this proposed fiscal year total budget of \$178,500.

With the current proposed budget numbers based on this year's contract with Superior Bowen for the proposed CIP asphalt street options similar to the last two year's approach with full-depth milling, base repair (patch) and surface course asphalt these amounts total to be more than \$217,000.

Therefore, in order to take advantage of higher quantities of materials at a lower price under the contract pricing, we respectfully request that City staff amended the FY 2012-13 budget for an additional \$39,215 from the Capital Improvement Fund.

#### **PREVIOUS ACTIONS**

- At the July 1<sup>st</sup> meeting, the Mayor and Board Of Aldermen (BOA) recommended the CIP prioritizing of these streets in the budget:

1. Cindy Lane, from J Hwy to Kendall Road
  2. Kendall Road, from 211<sup>th</sup> St to Cindy Lane (In an effort to meet budget, the Mayor recommended and City staff concurred that only the north half of Kendall be addressed at this time.)
  3. W. Center, from W. 1<sup>st</sup> to Main Street
  4. W. Second Street, from Peculiar Drive to W. Broadway
  5. W. 1<sup>st</sup> Street, from W. Center to W. Broadway (City staff recommendation to complete the block around Briely Hall with the proposed improvements this year and those completed last year.)
- BOA approved \$100,000 out of the Capital Improvement Fund - Streets to conduct street overlays through Budget, and the City had received from Cass County \$60,000 for street improvements for a total of \$160,000 for Capital Outlay Funding.
  - BOA agreed with joining Belton, and/or Raymore, in bidding out all street specs to save monies.

---

### KEY ISSUES

---

- These identified streets have been identified as either in “fair“ or “poor” condition .
- Citizens have complained often about these streets.
- The BOA has stressed this fiscal year of getting all prioritized streets completed.
- City staff will strive and will work with the contractor as to not “go over” the proposed indicated above budget amounts.

---

### STAFF COMMENTS AND SUGGESTIONS

---

Budget Numbers: Since, we do not have the funds to do all proposed streets with asphalt patching and milling as required and asphalt overlay ranging in thickness from 2-1/2 inches to 4 inches out of the funds indicated above, we respectively request that City staff amended the FY 2012-13 budget for an additional \$39,215 from the Capital Improvement Fund.

City staff recommends the funding of the Street projects as follows:

Option 1

	<u>Capital Outlay Funding \$139,215</u>	<u>East Growth Fund \$1,900</u>	<u>Enterprise Fund \$0</u>	<u>Total</u>
1. Cindy Ln	\$21,156	\$1,900		\$23,056
2. Kendall	\$108,167			\$108,167
<b>SUB-TOTAL</b>	<b>\$129,323</b>	<b>\$1,900</b>		<b>\$131,223</b>

The East Growth Fund housing benefits by improving Cindy Ln and Kendall with the new housing in that area and we could justify the use of East Growth Funds for these roads.

	<u>Capital Outlay Funding \$139,215</u>	<u>West Growth Fund \$10,000</u>	<u>CC ¼ cent \$60,000</u>	<u>Total</u>
3. W. Center St		\$9,867		\$9,867
4. W. First St.	<u>\$9,892</u>	<u>\$133.00</u>	<u>\$8,720</u>	<u>\$18,745</u>
<b>SUB-TOTAL</b>	<b>\$9,892</b>	<b>\$10,000</b>	<b>\$8,720</b>	<b>\$28,612</b>
<b>TOTAL</b>	<b>\$139,215</b>	<b>\$10,000</b>	<b>\$8,720</b>	<b>\$159,835</b>

The West Growth Fund housing benefits by improving N. Main Street with the potential for new housing in this area and we could justify the use of West Growth Funds for this road.

	<u>Capital Outlay Funding \$139,215</u>	<u>Cass County ¼ cent sales Tax \$60,000</u>	<u>Total</u>
5. W. Second St.		\$51,280	\$51,280
<b>SUB-TOTAL</b>	<b>\$0</b>	<b>\$51,280</b>	<b>\$51,280</b>

<b>TOTAL</b>	<b>\$211,115</b>
Remaining street patch asphalt work should be covered by the Water Enterprise Fund -	<b><u>\$6,600</u></b>
<b>TOTAL REQUEST</b>	<b>\$217,115</b>

---

**STAFF RECOMMENDATION**

---

City staff is recommending approval of the resolution.

---

**ATTACHMENTS**

---

1. Proposed Budget Work Sheet for Asphalt Patching, Milling and Overlay
2. Resolution
3. Superior Bowen Contract; to be under separate cover

City of Peculiar, Missouri  
2013 Street Program

Summary of Quantities

8/1/2013

Street	L	W	S.Y.	Surface Depth, Inches	Recycled Asphalt Surface Overlay @ \$46.00/ton	Base Depth, Inches	5" Recycled Asphalt Base (tons) @ \$52.50/ton	Base Repair (Patch) Recycled Asphalt Base @ \$60.00/S.Y.	Full Width Milling (2"-5" ) @ \$7.50/S.Y.
Cindy Lane	1000	20	2222.22	2.5	305.56	5	611.11	150	
North half of Kendall (875 Kendall North to 211th St)	3000	20	6666.67	2.5	916.67	5	1833.33	1100	
W 1st (Bdwy to Center)	320	50	1777.78	2.5	244.44	5	488.89	125	
W. Center (1st to Main)	390	30	1300.00	3	214.50	5	357.50		
W. Second (Peculiar to Bdwy)	1315	22	3214.44	4	707.18	5.00	883.97		2500
<b>Totals</b>			15181.11		2388.35		4174.80	1375	2500

Summary of Estimated Cost

Description	Unit	Estimated Quantity	Unit Price	Total
Cold Milling	SY	2500	\$7.50	\$18,750.00
Recycled Asphalt Base	Ton	4174.8	\$52.50	\$219,177.00
Base Repair	SY	1375	\$60.00	\$82,500.00
Type 3R Overlay	Ton	2388.35	\$46.00	\$109,864.10
Crack Fill *	LB	2000	\$4.80	\$9,600.00
Force Account (Patching)**	SY	110	\$60.00	\$6,600.00
<b>Total Budgeted Cost for Listed Streets</b>			\$227,314.10	\$211,114.10 \$6,600.00

Total Contract Amount **\$217,714.10**

\* Crack Fill estimated at 5LBs per L.F. (10,000 L.F.)

\*\* Contingency Budget for Additional Base Repair as needed for water main street repairs

Summary of Estimated Cost

*Cindy*

Description	Unit	Estimated Quantity	Unit Price	Total
Cold Milling	SY		\$3.50	\$0.00
Base Repair	SY	150	\$60.00	\$9,000.00
Type 3R Overlay	Ton	305.56	\$46.00	\$14,055.76
<b>Total Budgeted Cost for Listed Streets</b>				\$23,055.76

Summary of Estimated Cost

*North Kendall*

Description	Unit	Estimated Quantity	Unit Price	Total
Cold Milling	SY		\$3.50	\$0.00
Base Repair	SY	1100	\$60.00	\$66,000.00
Type 3R Overlay	Ton	916.67	\$46.00	\$42,166.82
<b>Total Budgeted Cost for Listed Streets</b>				\$108,166.82

Summary of Estimated Cost

*W. First*

Description	Unit	Estimated Quantity	Unit Price	Total
Cold Milling	SY		\$3.50	\$0.00
Base Repair	SY	125	\$60.00	\$7,500.00
Type 3R Overlay	Ton	244.44	\$46.00	\$11,244.24
<b>Total Budgeted Cost for Listed Streets</b>				\$18,744.24

Summary of Estimated Cost

*W. Center*

Description	Unit	Estimated Quantity	Unit Price	Total
Cold Milling	SY		\$3.50	\$0.00
Base Repair	SY		\$32.35	\$0.00
Type 3R Overlay	Ton	214.5	\$46.00	\$9,867.00
<b>Total Budgeted Cost for Listed Streets</b>				\$9,867.00

Summary of Estimated Cost

*W. 2nd*

Description	Unit	Estimated Quantity	Unit Price	Total
Cold Milling	SY	2500	\$7.50	\$18,750.00
Base Repair	SY		\$32.35	\$0.00
Type 3R Overlay	Ton	707.18	\$46.00	\$32,530.28
<b>Total Budgeted Cost for Listed Streets</b>				\$51,280.28

## RESOLUTION 2013-35

**A RESOLUTION OF THE BOARD OF ADLermen OF THE CITY OF PECULIAR, MISSOURI APPROVING THE MAYOR TO ENTER INTO A CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2013 STREET OVERLAY PROGRAM AND AUTHORIZING CITY STAFF TO AMEND THE BUDGET TO ESTABLISH FUNDING FOR THE STREET OVERLAY PROJECT**

**WHEREAS**, the Board of Aldermen have approved from the Capital Improvement Fund (CIP) for road improvements to Cindy Lane, Kendall Drive, and a portion of N. Main Street north of Summerskill Road; and

**WHEREAS**, the Board of Aldermen approved \$100,000 out of the Capital Outlay Fund to conduct the following street overlays either completely or as a part of through the budget as follows:

1. Kendall Drive; and

**WHEREAS**, the Board of Aldermen approved \$1,900 out of the East Growth Fund to conduct the following street overlays either completely or as a part of these street overlays through the budget as follows:

1. Cindy Lane; and

**WHEREAS**, the Board of Aldermen approved \$10,000 out of the West Growth Fund to conduct the following street overlays either completely or as a part of these street overlays through the budget as follows:

1. W. Center, from W. 1<sup>st</sup> Street to Main Street; and

**WHEREAS**, the Board of Aldermen approved \$6,600 out of the Enterprise Fund to conduct the following street overlays either completely or as a part of these street overlays through the budget as follows:

1. E. Broadway, from Main St. south to cover the southeast intersection known as the Broadway Plaza
2. W. 4th and Peculiar Dr.
3. W. Broadway and W. 3<sup>rd</sup> Street;
4. 207 E. Center; and

**WHEREAS**, the Board of Aldermen approved \$60,000 out of the Cass County ¼ cent sales Tax Fund to conduct W. Second Street, from Peculiar Drive to W. Broadway, street overlays either completely or as a part of these street overlays through the budget; and

**WHEREAS**, the city agreed to join with the City of Belton, Mo in the bidding of the specifications for the street overlay project as a cost-saving effort; and

**WHEREAS**, the city has identified a need to utilize funding from the Capital Outlay funds, the East Growth funds, the West Growth funds, the Enterprise funds and the Cass County ¼ cent sales Tax funds for completion of the Street Overlay program; and

**WHEREAS**, an amendment to the Fiscal Year 2012-2013 budget will be necessary to fund the entire 2013 Street Overlay program

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

**Section 1.** The City of Peculiar authorizes the Mayor to enter into a Contractual Agreement with Superior Bowen Asphalt Co., LLC for professional services for the 2013 Street Overlay program in the amount of \$217,714.10.

**Section 2.** The Board of Aldermen authorizes an amendment to the Fiscal Year 2012-2013 budget for the purpose of utilizing funding from the Capital Outlay funds, the East Growth funds, the West growth funds, the Enterprise funds and the Cass County ¼ cent sales Tax funds for this Street Overlay project.

**Section 3. *Effective Date.*** The effective date of this resolution shall be the 5th day of August, 2013.

**THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE ON THE 5TH DAY OF AUGUST, 2013**

Alderman Gallagher \_\_\_\_\_  
Alderman Dunsworth \_\_\_\_\_  
Alderman Fines \_\_\_\_\_

Alderman Ray \_\_\_\_\_  
Alderman Stark \_\_\_\_\_  
Alderman Turner \_\_\_\_\_

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Nick Jacobs, City Clerk

The Chief of Police Harry Gurin will present an informational item prior to the August 16<sup>th</sup>, 2013 Anti-Bullying event which will be held at the Ray-Pec High School Football Field.



The Chief of Police Harry Gurin will address the Board of Aldermen pertaining to a letter which he has submitted to them pertaining to the disbursement of Equitable Sharing Funds Expenditures.