

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Monday March 17, 2014 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, March 17, 2014 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-2221. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. City Clerk – Read the Board of Alderman Statement
5. Consent Agenda
 - A. Approval of the Agenda
 - B. Approval of the Draft Minutes of February 18, 2014 BOA Meeting.
 - C. Approval of the Draft Minutes of March 3, 2014 Work Session Meeting.
6. New Business
 - A. Bill No. 2014-08 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE INTERLOCAL AGREEMENT WITH CASS COUNTY FOR THE REPAVEMENT OF SCHOOL ROAD FROM E. 203RD STREET TO E. 211TH STREET.
**1St Reading*
 - B. Resolution 2014-15 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STEVEN G. SAKOULAS AS MUNICIPAL JUDGE FOR THE CITY OF PECULIAR
 - C. Resolution 2014-16 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CLAYTON A. JONES AS PROSECUTING ATTORNEY FOR THE CITY OF PECULIAR
 - D. Resolution 2014-10 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI WITH RESPECT TO THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED AREAS TO THE CITY OF PECULIAR, MISSOURI.
 - E. Resolution 2014-11 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI CALLING FOR AN ELECTION ON THE ANNEXATION OF CERTIN UNINCORPORATED AREAS.
 - F. Resolution 2014-12 -A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EXCALIBUR CONTRACTING FOR THE PURPOSES OF MOWING AND EDGE TRIMMING FOR CITY PROPERTIES IN PECULIAR, MISSOURI
 - G. Resolution 2014-13 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MIKE JOHNSON OF EXCALIBUR CONTRACTING FOR THE PURPOSE OF PERFORMING GENERAL MAINTENANCE FOR CITY PARKS IN PECULIAR, MISSOURI
 - H. Resolution 2014-14 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EXCALIBUR CONTRACTING FOR THE PURPOSES OF SNOW REMOVAL AND ICE CONTROL FOR CITY PROPERTIES AND ROW IN PECULIAR, MISSOURI
 - I. Resolution 2014-17 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING A SUPPLEMENTAL AGREEMENT WITH LAND3 STUDIOS ARCHITECTURE FIRM FOR DESIGN AND CONSTRUCTION PHASE SERVICES OF THE RAISBECK PARK RENOVATION PROJECT.

J. **Bill No. 2014-06 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ALTERING THE QUALIFICATIONS OF ALDERMEN AND AMENDING SECTION 110.010 OF THE PECULIAR MUNICIPAL CODE.**

**1st Reading*

K. **Bill No. 2014-07 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ALTERING THE MEANS IN WHICH VOTES MAY BE TAKEN BY THE MEMBERS OF THE BOARD OF ALDERMEN AND AMENDING SECTION 110.060 OF THE PECULIAR MUNICIPAL CODE.**

**1st Reading*

7. **City Administrator Report**

8. **Aldermen Concerns**

9. **Aldermen Directives**

10. **Adjournment**

**Board of Aldermen Regular Meeting Minutes
Tuesday February 18, 2014**

A regular meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Tuesday February 18, 2014. Mayor Ernest Jungmeyer called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call: Michael Gallagher, Holly Stark, Bob Fines, Donald Turner, Homer Dunsworth and Veronika Ray.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Engineer Carl Brooks, Chief of Police Harry Gurin, City Clerk Nick Jacobs and City Planner Cliff McDonald.

Consent Agenda

- A. Approval of the Agenda**
- B. Approval of the Draft Minutes of January 21, 2014 BOA Meeting.**
- C. Approval of the Draft Minutes of February 3, 2014 Work Session Meeting.**

On a motion made by Alderman Stark and seconded by Alderman Dunsworth the consent agenda was approved by a unanimous voice vote.

Proclamation – National Engineer’s Week

The Mayor gave a brief overview of some of the benefits that Engineers bring to the world and how they help shape it. The Mayor then Proclaimed February 17th through the 21st as National Engineer’s week.

Public Comment – Andrew Boston-Baseball field at Shari Dr. Park

Andrew Boston addressed the Board regarding a volunteer project to put a baseball field at Shari Dr. Park. He stated that he wants to give children in town an option to through a baseball around without having to drive to Belton, Raymore, or Harrisonville.

The Mayor stated that the backstops will be from Raisebeck Park.

Alderman Dunsworth said that there were a couple of residents who have offered to grade the field.

Brad stated that the next step would be to send the design to the Park Director and City Engineer for final approval.

Public Comment – John Blessing, Deffenbaugh – Solid Waste Contract for 2014

John Blessing of Deffenbaiugh Industries addressed the Board regarding the Solid Waste Contract. He talked about how Deffenbaugh used to contract with the City and that the company has gone over a complete restructuring and would like the opportunity to compete for the next contract.

Alderman Dunsworth asked if they would pick up on holidays.

Mr. Blessing stated that there are some that they will pick up on and some that they run a day behind.

Alderman Turner asked if the next step would be a request for proposal.

City Administrator Brad Ratliff responded that the City is in its 1st renewal year of the contract with 2 more years left, but if the Board would like it would need to have a request for proposal.

The Mayor thanked Mr. Blessing for his time and that if the City does do a request for proposal he hopes it will submit.

Unfinished Business

- A. Bill No. 2014-02 - A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MODOT COST SHARE SUPPLEMENTAL AGREEMENT NO 1 FOR THE I-49 AND 211TH STREET INTERCHANGE (CASS COUNTY), MISSOURI
*2nd Reading***

City Engineer Carl Brooks addressed the Board regarding the supplemental agreement. He stated that this was presented at the last meeting and there was one correction in the staff report adding the funds for the “B” project which is the 211th street portion East to School Road.

Alderman Fines asked about when School Road would be done and the Mayor stated that he thinks it will be completed after the interchange was completed.

Alderman Stark made a motion to have the second reading of Bill No. 2014-02 by title only. The motion was seconded by Alderman Turner and was approved by a 6-0 voice vote. Alderman Stark made a motion to accept the second reading of Bill No. 2014-02 and place on final passage as Ordinance No. 102122014. The motion was seconded by Alderman Turner and was approved by a 6-0 roll call vote.

Alderman Gallagher Aye
Alderman Dunsworth Aye
Alderman Fines Aye

Alderman Ray Aye
Alderman Stark Aye
Alderman Turner Aye

New Business

A. Resolution No. 2014-06 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH COBRA CONTRACTING FOR THE RAISBECK PARK GRADING IMPROVEMENTS LOCATED AT RAISBECK PARK, 23205 SE OUTER ROAD, PECULIAR, MO 64078

Parks and Recreation Director Nathan Musteen addressed the Board to enter into a contract with Cobra Contracting for Phase 1 of improvements. The Park Board approved the contract with a vote of 5-1.

Alderman Turner asked about any comments from the individual who voted against it at the Park Board. Staff commented that it was primarily due to the low number of bids received.

Kelsie McCrea addressed the Board. She said that the Park Board needs more direction from the Board of Aldermen. She stated that she voted to approve the contract at the Park Board but shortly after realized that there was a piece of the contract missing since now they are into the construction phase. She is concerned because there is no total cost on Phase 1 improvements at this time.

Alderman Stark asked if the \$38,000 listed in the staff report to cover the remaining cost of the project was discussed at the Park Board meeting and where that \$38,000 was going to come from. Staff commented that the \$38,000 was going to be pulled from the Park Fund Money Market account and would be represented at the next budget amendment.

Alderman Dunsworth gave a brief overview of the project from its start. He discussed the steps that have been taken and the steps needing to be taken.

Nathan commented that once the fields were topographical surveyed it was discovered that the fields were lower than originally thought. This is why the bids came in higher than usual since they need more fill. He recommends that the project move forward with the Park Boards recommendation of 5-1. He stated that he did not catch that the contractors scope of his contract was overstepped and they stopped to renegotiate.

Alderman Stark asked why the project was sent to bid without negotiating with the current contractor for project oversight. Staff commented that it was missed and staff takes responsibility. She stated that this should be a learning experience.

There was further discussion amongst the Board.

Brad addressed that after the 5-1 vote of the Park Board there was an email from a member of the Park Board asking that the recommendation be held up. The majority of the Park Board responded that the vote was taken and should be moved forward.

Alderman Turner asked about the proposed start date and stop date of the project. Staff commented that the project will begin once it is approved and completion date of May 15th.

Alderman Turner asked if the FEMA issue from earlier would be run into again. Staff commented that there are no further issues.

Further discussion ensued.

Alderman Stark made a motion to adopt Resolution No. 2014-06. The motion was seconded by Alderman Turner and was accepted by a 6-0 roll call vote.

Alderman Gallagher Aye
Alderman Dunsworth Aye
Alderman Fines Aye

Alderman Ray Aye
Alderman Stark Aye
Alderman Turner Aye

B. Resolution No. 2014-07 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI TO ADOPT A NEW CITY LOGO.

Nathan Musteen addressed the Board about the new logo. The last redraw of the logo has been completed and presented to the Board for approval.

Alderman Turner asked about the total cost of the changeover to the new logo. Staff commented that at this time there is no estimate. With the new vehicles the logo will be replaced at no charge from Knapheide.

Some discussion ensued amongst the Board and staff.

The new logo is below.



Alderman Stark made a motion to adopt Resolution No. 2014-07. The motion was seconded by Alderman Dunsworth and was accepted by a 5-1 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Nay

There was a 5 min recess at 7:30 pm.

C. Bill No. 2014-03 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING SECTION 110 OF PECULIAR MUNICIPAL CODE TITLED "GENERAL PROVISIONS" WITH THE ADDITION OF SECTION 110.025 TITLED "VIDEO CONFERENCE VOTING POLICY"
1st Reading

City Clerk Nick Jacobs addressed the Board regarding the adoption of the Video Conference Voting Policy. It is the same format that was sent out by Missouri Municipal League. He stated that placing it in section 110 seemed to be the best place because it talks about the composition of the board and what constitutes a quorum.

Alderman Ray asked about what happens after the Alderman attends more than 2 meetings via video conferencing. Staff commented that they would be represented the same as a teleconferencing call in which the individual can make comments but would not be able to cast a roll call vote.

There was further discussion amongst the Board.

Alderman Stark made a motion to introduce Bill No. 2014-03 and read one time by title only. The motion was seconded by Alderman Dunsworth and was approved by a 6-0 voice vote. Alderman Stark made a motion to accept the first reading of Bill No. 2014-03. The motion was seconded by Alderman Gallagher and was approved by a 6-0 voice vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

D. Bill No. 2014-04 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING SECTION 110 OF PECULIAR MUNICIPAL CODE TITLED "GENERAL PROVISIONS" WITH THE ADDITION OF SECTION 110.015 TITLED "CODE OF CONDUCT OF OFFICIALS"
1st Reading

The Mayor stated that at the last meeting this would be brought before the Board as either an ordinance or resolution and this bill is what staff came up with.

City Clerk Nick Jacobs addressed the Board. He said that placing the bill into section 110.015 was because it comes right after the qualifications of an Alderman and right before the composition of the Board. This seemed like the most logical place for the bill to go.

Alderman Turner asked about what the ramifications of violating this bill would be. The Mayor stated that there wouldn't be any besides what the Board can already do.

Alderman Turner asked if this would be for the Aldermen or for appointed boards as well. Staff commented that it will be for both and be cross referenced in the appointed boards section of the code.

Alderman Turner asked that the following statement be recorded in the minutes: "I am going to vote nay on this, not due to the idea, but due to the duplication of intent and purpose. I view this as a redundant ordinance with zero impact and ramifications. The items in this new bill are already covered in multiple codes such as: Section 100, Section 110, Section 115, Ethics ordinance number 09032013, Robert's rules of order, and the Oath of Office."

Alderman Stark made a motion to introduce Bill No. 2014-04 and read one time by title only. The bill died for lack of a second and no vote was taken.

E. Resolution No. 2014-08 - A RESOLUTION OF THE CITY OF PECULIAR, MISSOURI ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY.

City Planner Cliff McDonald addressed the Board regarding the adoption of the incentive policy. He gave a brief overview of the contents of the policy and how it will benefit the City. He said that it was modeled after the City of Raymore's policy. This policy has been reviews by McLiney & Co. and Gillmore & Bell to make sure everything was correct.

The Mayor stated that some of the material covered is already in the code and this is putting it in one place.

Alderman Stark made a motion to adopt Resolution No. 2014-08. The motion was seconded by Alderman Dunsworth and was accepted by a 6-0 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

F. Public Hearing - Bill No. 2014-05 - AN ORDINANCE AMENDING ELEVEN (11) SECTIONS OF CHAPTER 400 OF THE PECULIAR MUNICIPAL CODE; AND ESTABLISHING THREE (3) NEW SECTIONS TO PROVIDE AN APPROVED LAND USE TABLE FOR MULTIPLE ZONING DISTRICTS AND TO FURTHER DEFINE APPROVED LAND USES AND SPECIFIC EXCLUSIONS.

1st Reading

The Mayor commented that this was an advertised Public Hearing.

Cliff McDonald addressed the Board giving an overview of the bill. This topic has gone through the Planning Commission over the last 10 months and has been reviewed extensively. He gave a description of the "Land Use Table" which will become part of the City Code and how to decipher the table. The Planning Commission held its public hearing and approved it.

Alderman Stark wanted to give thanks to the Planning Commission for a job well done.

Alderman Stark also wanted to know why the one individual voted no.

Alderman Turner answered since he is the liaison to the Planning Commission and stated that the individual wanted to wait and modify other sections of Section 400 dealing with Height and setback requirements.

Brenda Conway addressed the Board stating that the Planning Commission worked very hard on this and how much her and the Downtown Peculiar Arts & Culture District appreciate their hard work.

Kerri Robinson addressed the Board stating that it was refreshing to see a Board not always agree but still come to an acceptable conclusion and hopes that the Board will review what the Planning Commission has done.

Brat Ratliff gave Cliff and the Planning Commission a lot of credit since this type of procedure would usually take a consultant.

Alderman Stark made a motion to introduce Bill No. 2014-05 and read one time by title only. The motion was seconded by Alderman Dunsworth and was approved by a 6-0 voice vote. Alderman Stark made a motion to accept the first reading of Bill No. 2014-05. The motion was seconded by Alderman Turner and was approved by a 6-0 voice vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

City Administrator Report

The Mayor Brad Alderman Stark and Gary Mallory met with the State Legislators last week. The State Legislators have some bills before them that will greatly affect each municipality. They have to do with telecommunications. The bills would strip the municipalities of their ability to have a say in where communication towers are located. This is truly an attack on cities.

Alderman Stark commented that 1 bill allows telecommunications companies to connect to existing poles with no connection fees or permission.

Shockey Consulting will be doing a market analysis on 211th street and Downtown as well as an economic impact citywide. The City has contracted with Molly McGovern to assist Carl with the TIGER Grant and getting a Certified Industrial Site which would be 1 of 13 in the state. The police garage has the cameras installed as well as lockers coming next week. The City has sold the old police cruisers. There is an uptick in housing permits as one was issued again last week. If the housing does pick up then phase 2 of the Sewer project will come to the forefront. Water loss was only 7% this month which is good but staff is not satisfied with this. Traffic signals at J/C Interchange are letting in the end of February and hope to be completed shortly. There has been no word on the MS4 permit from the State. The Groundwater storage tank is set to begin this spring. The rail bed trail project is going well as the trail has been secured from property owners.

Alderman Concerns

Alderman Dunsworth asked why the City did not plow the Fire Station.

Brad stated that there was a gentleman's agreement for the plowing of the fire station. He spoke with a former member of the fire board and they stated that no, that is the reason the fire department bought a plow.

Alderman Stark said that she heard that the fire department wanted some salt spread which is different than plowing. Staff commented that the Fire Station needs to approach either the Mayor or Brad if they want something accomplished.

Alderman Directives

Board ok with Ball field at Shari Park.
Sign and issue supplemental agreement with MoDOT.
Sign contract with Cobra Contracting.
Adopt plan for implementing new City Logo.
Bring back video conferencing voting policy bill.
Bill 2014-04 died for lack of a second.
Institute the economic development policy
Bring back land use matrix for March 3rd.

Adjournment

On a motion from Alderman Stark, second from Alderman Gallagher, the meeting was adjourned at 8:35pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Nick Jacobs, City Clerk.

Nick Jacobs, City Clerk

Approved by the Board of Aldermen:

DRAFT

**Board of Aldermen Regular Meeting Minutes
Monday March 3, 2014**

A regular work session meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday March 3, 2014. Mayor Ernest Jungmeyer called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call: Holly Stark, Michael Gallagher, Veronika Ray, Donald Turner, Bob Fines, and Homer Dunsworth.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Engineer Carl Brooks, Chief of Police Harry Gurin, City Clerk Nick Jacobs, City Planner Clifford McDonald, Business Office Manager Trudy Prickett, and Parks & Recreation Director Nathan Musteen.

Business

A. Bill No. 2014-03 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING SECTION 110 OF PECULIAR MUNICIPAL CODE TITLED "GENERAL PROVISIONS" WITH THE ADDITION OF SECTION 110.025 TITLED "VIDEO CONFERENCE VOTING POLICY"
2nd Reading

City Clerk Nick Jacobs addressed the Board pertaining to the proposed Bill. He stated that it is the same as the one presented at the last meeting. It outlines the guidelines for attending a meeting via video conferencing.

No comments from the Board.
No public comment.

Alderman Stark moved to have the second reading of Bill No. 2014-03 by title only, seconded by Alderman Turner and was approved by a 6-0 voice vote. Alderman Stark moved to accept the second reading of the bill and place on final passage as Ordinance number 03032014, seconded by Alderman Gallagher and approved by the following 6-0 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

B. Bill No. 2014-05 - AN ORDINANCE AMENDING ELEVEN (11) SECTIONS OF CHAPTER 400 OF THE PECULIAR MUNICIPAL CODE; AND ESTABLISHING THREE (3) NEW SECTIONS TO PROVIDE AN APPROVED LAND USE TABLE FOR MULTIPLE ZONING DISTRICTS AND TO FURTHER DEFINE APPROVED LAND USES AND SPECIFIC EXCLUSIONS.
2nd Reading

City Planner Cliff McDonald addressed the Board. He stated that this is the same bill that was presented at the last meeting and establishes an approved land use table, to more easily show what is approved in what zoning district.

Alderman Turner said he wanted to correct his statement from last week regarding the vote in the Planning Commission stating it was a 5-1-1 vote 5 for, 1 absent, and 1 against.

The Mayor thanked the Planning Commission for their work.

Alderman Stark moved to have the second reading of Bill No. 2014-05 by title only, seconded by Alderman Gallagher and was approved by a 6-0 voice vote. Alderman Stark moved to accept the second reading of the bill and place on final passage as Ordinance number 03032014A, seconded by Alderman Turner and approved by the following 6-0 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

C. Resolution No. 2014-09 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HOGAN'S, INC. FOR THE PURPOSE OF COMPLETING THE GROUND WATER STORAGE TANK IMPROVEMENTS AT THE PECULIAR WATER FACILITY LOCATED AT 371 W. SOUTH STREET IN PECULAIR, MISSOURI

City Engineer Carl Brooks addressed the Board. He stated that this project was advertised, was bid, was funded, but was not brought to the Board for approval of the Resolution and contract. This is a much needed overdue project. There were 4 bids received. Hogan's bid was for \$244,081.50. Even though the bid is from last year Hogan said they would keep the price the same despite inflation.

Alderman Gallagher asked when the original bids were sent out.
Staff commented that the bids were from March 2013.
Carl stated that Hogan was the best selected bidder originally and still believes so.

There was further discussion amongst the Board.

Alderman Stark moved to adopt Resolution No. 2014-09, seconded by Alderman Gallagher and was approved by the following 6-0 roll call vote.

Alderman Gallagher	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Stark	Aye
Alderman Fines	Aye	Alderman Turner	Aye

Topics for Discussion

A. Resolution 2014-10 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI WITH RESPECT TO THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED AREAS TO THE CITY OF PECULIAR, MISSOURI.

Cliff McDonald addressed the Board relating to an annexation of properties into the City. He stated that 3 of the 4 tracts of land were identified in the annexation plan adopted last year. 1 property is near the 211th street interchange, 1 property is adjacent to a current subdivision YY Highway, 1 property has a sewer line running through it, and 1 property currently is receiving sewer service from the City. All properties meet the 15% contiguous boundary requirement by state statute. Tract 1 is a portion of land south of the Dean property on School Road which was annexed last year. Tract 2 is a KCP&L substation on YY Highway. Tract 3 is commonly referred to as Harper Farm on 227th street and Harper Road. Tract 4 is an industrial site on the South end of the City limits. This annexation schedule will be get the proposition to the voters in August.

Alderman Turner asked about Sioux Chief's willingness to voluntarily annex. Brad commented that the last meeting did not go well. The City has signed documents from Sioux Chief about the willingness to annex. He feels that the City has exhausted all options. He states that the City wants to work with them and allow them access to our financial tools and benefits the City can offer. Brad also stated that this was one of the Mayor's Goals for this year.

Alderman Turner asked if all of the properties had City utilities running to them currently. Staff commented that City utilities are at the property lines or running through them.

Alderman Stark commented that both Tract 3 & 4 could be contentious. She feels that the Board should have an understanding of the legal battle that could ensue.

No public comment.

B. Resolution 2014-11 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI CALLING FOR AN ELECTION ON THE ANNEXATION OF CERTAIN UNINCORPORATED AREAS.

Cliff McDonald addressed the Board stating that the first Resolution is to show the Boards desire to pursue the annexation and this Resolution will begin the process. The annexation will be in August 2014.

No comments from the Board.
No Public Comment.

C. Discussion of RFP's for Public Works & Parks & Recreation

Carl Brooks addressed the Board regarding the results of the various RFP's for mowing and edge trimming, park maintenance, snow removal, and vehicle maintenance. There were 6 bids received for mowing and edge trimming with Excalibur Contracting being the apparent staff recommendation. The mowing and park maintenance RFP's will be brought to the Park Board at the next Park Board meeting. Excalibur Contracting is the apparent staff recommendation on all 4 bids.

Brad commented that the snow removal RFP was only a back up to Public Works.

Alderman Stark commented that the only bid received for vehicle maintenance was from a contractor who is a lawn mowing contractor.

The Mayor commented that it may be the requirements of the RFP that kept bidders from bidding.

Alderman Stark commented that she is not comfortable with the one bid received for vehicle maintenance.

There was further discussion amongst the Board and staff.

Brad said that if the Board wants to go a different route on the vehicle maintenance RFP than give the direction to go.

D. Sullivan Publication Code Watch updates – Bill amending section 110.010 & Bill amending section 110.060

City Attorney Reid Holbrook addressed the Board. He gave a brief overview of how Code Watch works. He said the first bill was dealing with the age required for an individual to run for Alderman. Our current code says 21 years old and the new statute lowers the age to 18. The second bill has to do with video conferencing and how an ordinance may be adopted. It is similar to the bill discussed earlier but this one references the ways votes are taken when adopting an ordinance.

Aldermen Concerns or Additional Topics for Discussion by Aldermen

Brad commented that Municipal Judge Bryan Round will be leaving the City to become a Circuit Judge in Jackson County. He commented that he would like to move current prosecutor Steve Sakoulas to Judge and hire a new prosecutor.

Alderman Ray asked if the speed limit in school zones were all the time or were during school hours. Staff commented that it is during school hours.

She stated that she witnessed a Public Works employee come around the corner by her house and was going way faster than the speed limit and needs to be told to slow down.

Brad commented that if the Board sees a City employee going to fast or doing something else against the rules to let him know so they can be disciplined.

Aldermen Directives Reported by City Administrator

Put in effect video conferencing policy

Put in effect land use matrix

Have the Mayor sign the contract with Hogan's Inc. for groundwater storage tank.

Bring to next meeting resolutions dealing with the annexation.

Move forward on RFP's for 3 contracts except vehicle maintenance which staff is to explore other options.

Bring back 2 bills brought forward by the City Attorney for first readings.

Tell Public Works to slow down.

Adjournment

On a motion from Alderman Stark, second from Alderman Gallagher, the meeting was adjourned at 7:35pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Nick Jacobs, City Clerk.

Nick Jacobs, City Clerk

Approved by the Board of Aldermen:

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Board of Alderman
From: Brad Ratliff, City Administrator
Date: 03/17/14
Re: Approval of the Interlocal Government Agreement with Cass County

GENERAL INFORMATION

Applicant: Staff
Status of Applicant: City Administrator
Requested Actions: Approval of an Interlocal Government Agreement on School Road
Date of Application:
Purpose: To ensure the funding responsibilities for the School Road Project
Property Location (if applicable):

PROPOSAL

It has been a priority of the City to have an agreement in place for the completion of the Phase 3 School Road project. Since the approval from all Cass County voter's years back in extending the County bonds for Cass County roads, School Road improvements have been promised. There is concern that another election in the present Commission and Alderman could possibly change again the officials and without an agreement in place, the needed School Road improvements would not be accomplished. The agreement before you tonight does not fulfill the campaign promise of a 60% County and 40% City split in funding. However it does calculate better than first request by the Commission which was a 50% to 50% arrangement. The funding presented tonight would represent a 55% County and 45% City arrangement. Staff is still concerned in funding at this level. From the City bonds passed in 2009 for the interchange and road improvements leaves us with only \$800,000 toward the School Road project. The funding required from the City to join in the current agreement with the County would be \$1million. A possible solution by staff is to make up that difference utilizing the \$50,000 per year in the agreed ¼ Cent sales tax that the County sends Peculiar. We could hold this money back each year to get us within \$50,000 of the needed \$1million for the project. Another opportunity is the project being fully funded through the MARC STP/BR grant projects that the County will be submitting on March 21, 2014. This would potentially fully fund the project in the year 2017 and would not require a great amount in funds from the City or the County. Either way the City is in a position due to the need to find a way to fund the improvements.

PREVIOUS ACTIONS

BOA Approved a 50% County 50% City Funded Project on April 1, 2013.

KEY ISSUES

- This is a 55% County to 45% City Funded project
- The City is \$200,000 short in available bond capacity to do the project.

- The Funding short fall can be met in setting back the \$50,000 per year from the County ¼ Cent Sales Tax
- The County with the City’s help is submitting the project for full funding through MARC STP/BR Funds for 2017.
- This is the most heavily used road in the City of Peculiar with the most inexperienced drivers using it.

STAFF COMMENTS AND SUGGESTIONS

The City cannot do this project without the County’s help. Even without getting the campaigned promised amounts, the current funding promised in the agreement gets us within the ability to do the project.

STAFF RECOMMENDATION

Staff recommends approval of the contract and that City Staff set a plan through the budget to meet the \$200,000 short fall needed if grant funds are not awarded.

ATTACHMENTS

- Letter from Presiding Commissioner
- Contract

STAFF CONTACT: Brad Ratliff
City Administrator
bratliff@cityofpeculiar.org



Cass County Commission

102 East Wall • Harrisonville, Missouri 64701

LUKE A. SCAVUZZO
ASSOCIATE COMMISSIONER • DISTRICT 1
E-MAIL: lukes@casscounty.com
PHONE: 816/380-8158

JEFF COX
PRESIDING COMMISSIONER
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MICHELE PHILLIPS
H. R. DIRECTOR
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Phone: 816/380-8103 Fax: 816/380-8113

March 13, 2014

Peculiar Board of Aldermen
250 South Main Street
Peculiar, Missouri 64078

**Re: Proposed Intergovernmental Cooperative Agreement for Road Improvements
between Cass County and City of Peculiar – South School Road**

Dear Mr. Mayor and Board of Aldermen:

Enclosed is a proposed Intergovernmental Cooperative Agreement for Road Improvements for South School Road between Cass County and the City of Peculiar. This is in regards to the portion of the road that the County refers to as “Phase 3” of the project, which roughly runs from 203rd Street to 211th Street.

Also enclosed is an updated engineer’s cost estimate which now reflects a five foot sidewalk on a portion of the east side of the road, and an updated preliminary engineering map that includes both aerial and profile views of the improvements, which also now includes a sidewalk.

On February 27, the County Commission granted me the authority to submit a draft of this proposal to the City of Peculiar for consideration. After meeting with the Mayor and City Manager, I have made some minor adjustments to the language of the agreement at their request. Upon the City granting first reading approval at your March 17 meeting, my intent would be to place it on the March 20 County Commission meeting agenda for formal approval.

The Proposed Cost Sharing between Cass County and Peculiar:

As you can find in the updated engineer’s estimate attached, the total cost estimates for Phase 3 of the project is \$2,155,220.00. Under the proposed agreement, the estimated cost sharing breakdown for the County and Peculiar would be as follows (note that the term “entire project” here only refers to Phase 3):

COUNTY	
50% of Grading and Surfacing for entire project	\$927,610.00
100% of Engineering and Surveying for entire project	\$80,000.00
100% of Construction Administration and Inspection for entire project	\$180,000.00
100% of Right of Way acquisition located in unincorporated County	\$0.00
100% of Utility Relocations located in unincorporated County	\$0.00
County Total	<u>\$1,187,610.00</u>

PECULIAR

50% of Grading and Surfacing for entire project	\$927,610.00
100% of Right of Way acquisition located in city limits of Peculiar	\$20,000.00
100% of Utility Relocations located in city limits of Peculiar	<u>\$20,000.00</u>
Peculiar Total	\$967,610.00

As you can see, this roughly breaks down to the County paying for 55% and Peculiar paying for 45% of the improvements. These numbers are of course estimates, and will somewhat fluctuate as the project comes to fruition.

Please note the County is moving forward with Phases 1 and 2 of the project on its own, and that this proposed agreement only relates to Phase 3 of the project. Also worth noting is that this proposal does not include the City foregoing any Road and Bridge Sales Tax distributions, and does not in any way include the City of Raymore. Finally, I should point out that the County and Peculiar are in the process of jointly applying for grant money for the project, which, if obtained would apply equally to both jurisdictions.

I believe that the proposed cooperative agreement between the County and the City for Phase 3 of the School Road Project would be a viable way for us to ensure that we are able to get a much needed project completed for the benefit of the citizens of Cass County and the City of Peculiar.

Respectfully,



Jeff Cox
Presiding Commissioner

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR DESIGN,
ADVERTISEMENT, AWARD AND CONSTRUCTION OF ROAD IMPROVEMENTS
SOUTH SCHOOL ROAD**

NOW ON THIS _____ day of _____, 2014, this Intergovernmental Cooperative Agreement for Design, Advertisement, Award and Construction of Road Improvements is made, by and between the City of Peculiar, Missouri, hereinafter referred to as "PECULIAR," and Cass County, Missouri, hereinafter referred to as "COUNTY."

Recitals

WHEREAS, South School Road, located at places in unincorporated Cass County and at other places in Peculiar, serves as a primary connecting route for the Raymore-Peculiar School District; and

WHEREAS, South School Road is in need of improvement; and

WHEREAS, the parties wish to enter into an agreement regarding the financing of the cooperative effort to improve South School Road;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby mutually agree as follows:

Agreement

1. **Purpose of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between PECULIAR and COUNTY for the improvement of South School Road in accordance with the terms and conditions set forth herein.
2. **South School Road Improvement Project Description.**

The South School Road Improvement Project, hereinafter referred to as "the Project," means the design, advertisement, award and construction of road improvements for South School Road, generally, from 203rd Street to 211th Street. Subject to timing variables related to any

funding contingencies, necessary right-of-way or easement acquisition and utility relocates, the Project is expected to be commenced and/or completed in 2015 or 2016, or, in the event that grant funding is able to be obtained, as late as 2017.

3. **License to use right-of-way.** PECULIAR hereby grants to COUNTY, its representatives, employees, engineers, consultants and contractors a license to use that portion of the public right-of-way within its jurisdiction in order to allow the performance of the Project its accordance with the terms of this Agreement. The term of the license shall run concurrently with the term of this Agreement and shall expire at the time PECULIAR accepts the Project from COUNTY. The grant of a license by PECULIAR to COUNTY shall not constitute a conveyance of any interest in the public right-of-way.

4. **Obligations of COUNTY.** COUNTY agrees to the following:

A. **SPECIFIC IMPROVEMENTS.** COUNTY shall design, advertise, award and construct the Project improvements in accordance with the general design, quantities and materials, which are subject to change as a part of the final design process, as contained in Exhibit A, Engineer's Cost Estimates and Preliminary Design Documents.

B. **SELECTION OF DESIGN CONSULTANTS.** PECULIAR acknowledges that COUNTY has selected Cook, Flatt & Strobel Engineers, P.A., as the Project's design and construction consultant.

C. **PLAN DEVELOPMENT, REVIEW AND APPROVAL.** COUNTY shall provide bidding and construction plans for the Project. All plans shall conform to COUNTY and PECULIAR standards for storm sewer, street and utility design, although both COUNTY and PECULIAR reserve the right to issue variances to these standards as deemed necessary. Once the construction plans are complete, COUNTY shall submit the

plans to PECULIAR for review and comment. Any PECULIAR comments forwarded to COUNTY shall be addressed by the design consultant, and COUNTY shall then resubmit the construction plans to PECULIAR for its final approval.

D. ADDITIONAL RIGHT-OF-WAY. COUNTY shall be responsible for acquiring within its jurisdiction any additional right-of-way and easements needed for any transportation related improvements constructed pursuant to this Agreement.

E. CONSTRUCTION CONTRACT. Upon completion of the construction plans, COUNTY shall solicit bids from construction contractors in accordance with COUNTY's bidding procedures required by Missouri Law. After review of all bids, COUNTY shall award the construction contract to the lowest and best bidder, reserving the right to refuse any and all bids. PECULIAR will be named on construction contractor's general liability policy for the Project.

F. CONSTRUCTION RECORDS. COUNTY agrees to furnish to PECULIAR information consisting of reports and engineering plans and studies concerning the Project constructed pursuant to this Agreement. COUNTY agrees to furnish to PECULIAR for information purposes, within thirty (30) calendar days following completion of the work, one (1) set of reproducible Mylar drawings and one (1) electronic file for all drawings generated by the computer-aided drafting system.

G. PARTICIPATION. COUNTY agrees to seek and encourage full participation and attendance from staff members of PECULIAR in all meetings relating to the construction of the Project, including, but not limited to development of design plans, plan review, right-of-way acquisition, utility relocation and construction of transportation related improvements.

5. **Obligations of PECULIAR.** PECULIAR agrees to the following:
- A. **PLAN REVIEW.** PECULIAR shall have thirty (30) calendar days to review the plans and provide comments to COUNTY.
 - B. **FINAL ACCEPTANCE.** Upon completion of the Project, PECULIAR shall evidence its final acceptance of the Project in writing to COUNTY.
 - C. **MAINTENANCE OF IMPROVEMENTS AND RIGHT-OF-WAY.** Upon PECULIAR'S final acceptance of the Project, PECULIAR shall be responsible for maintenance of all transportation related improvements and of all right-of-way, including any right-of-way acquired specifically pursuant to this project located within the municipal boundaries of PECULIAR.
 - D. **FEES.** Plan review and project coordination fees will not be assessed to COUNTY by PECULIAR. In addition, PECULIAR shall assess no permit fees associated with design or construction, road closure fees, land disturbance fees to COUNTY or any contractor employed by COUNTY pursuant to this Agreement.
 - E. **UTILITY RELOCATION.** PECULIAR agrees to cooperate with COUNTY as necessary to facilitate any utility relocation.
 - F. **RIGHT-OF-WAY.** PECULIAR shall be responsible for acquiring within its jurisdiction any additional right-of-way and easements needed for any roadway improvements constructed pursuant to this Agreement. PECULIAR agrees to cooperate with COUNTY as necessary to facilitate the acquisition of right-of-way and easements.
 - G. **CONSTRUCTION PROCESS.** During the construction process, COUNTY will perform or cause to be performed complete inspection of the construction of the Project. All inspection reports will be provided to PECULIAR. COUNTY agrees that all

work in constructing the Project pursuant to this Agreement shall be open to inspection by PECULIAR.

6. Cost Sharing.

A. COUNTY will:

1. Pay 50% of the costs associated with Grading and Surfacing for the entirety of the Project.
2. Pay 100% of the costs associated with Engineering and Surveying for the entirety of the Project.
3. Pay 100% of the costs associated with Construction Administration and Inspection for the entirety of the Project.
4. Pay 100% of the costs associated with acquiring Right of Way for the portion of the Project located within the unincorporated area of COUNTY.
5. Pay 100% of the costs associated with Utility Relocations of the Project located within the unincorporated area of COUNTY.

B. PECULIAR will:

1. Pay 50% of the costs associated with Grading and Surfacing for the entirety of the Project.
2. Pay 100% of the costs associated with acquiring Right of Way for the portion of the Project located within the municipal boundaries of PECULIAR.
3. Pay 100% of the costs associated with Utility Relocations of the Project located within the municipal boundaries of PECULIAR.

- 7. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and venue shall be proper only in Cass County.

8. **Compliance with Laws.** COUNTY and all its Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.
9. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
10. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
11. **Audit.** PECULIAR shall have the right to audit this Agreement and all books, documents and records relating thereto. COUNTY shall maintain all its books, documents and records relating to this Agreement, and they shall be made available to PECULIAR upon written request.
12. **Prevailing Wage.** COUNTY and all its Contractors shall comply in all respects with the Prevailing Wage Laws of the State of Missouri, Section 290.210 to 290.340, R.S.Mo., 1994, as amended, and any federal prevailing wage laws that apply to the work.

COUNTY agrees that PECULIAR shall not be responsible for assisting COUNTY and its Contractors in providing any required documentation necessary to demonstrate compliance with the Prevailing Wage Laws.

13. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.
14. **No 3rd Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either PECULIAR or COUNTY.
15. **Contingency.** This Agreement is contingent upon COUNTY, using reasonable effort, obtaining necessary and adequate financing related to its funding obligations. If COUNTY is not able to obtain such financing related to its funding obligations, then COUNTY can notify PECULIAR that it is terminating this Agreement, in which case all parties shall have no further obligations under this Agreement.
16. **Outside Funding Sources.** Any additional sources of funding obtained from outside sources for the Project, either jointly by COUNTY and PECULIAR, or separately by COUNTY or PECULIAR—such as grant monies from other entities, contributions from private parties or other jurisdictions, etc.—shall be applied to the project equally between COUNTY and PECULIAR. This section shall not apply to any bond funds from COUNTY or PECULIAR used to fund the Project.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

City of Peculiar, Missouri

Cass County, Missouri

Ernie Jungmeyer, Mayor

Jeff Cox, Presiding Commissioner

Attest:

Attest:

Nick Jacobs, City Clerk

Janet Burlingame, County Clerk

Exhibit A

Engineer's Cost Estimates and Preliminary Design Documents

Cass County Missouri/ City of Peculiar
South School Road Project from 203rd Street to 211th Street
3 Lane Section with Curb and Gutter
Includes 5' sidewalk along East S

ENGINEER'S ESTIMATE

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
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GRADING AND SURFACING

5	Removal of Existing Pavement	1 Lump Sum	\$30,000.00	\$30,000.00
6	Common Excavation	4500 Cu. Yds.	\$8.00	\$36,000.00
7	Rock Excavation	120 Cu. Yds.	\$15.00	\$1,800.00
8	Embankment in Place	1450 Cu. Yds.	\$9.50	\$13,775.00
11	Subgrade Compaction (6 inch depth)	53 Sta.	\$400.00	\$21,200.00
12	Compacting Embankment	4200 Cu. Yds.	\$1.75	\$7,350.00
13	4" Type 1 Aggregate Base	21400 Sq. Yds.	\$6.50	\$139,100.00
14	8.5" Type 1 AC Base	8800 Tons	\$70.00	\$616,000.00
15	1.5" Type 3 AC Surface	1620 Tons	\$70.00	\$113,400.00
16	Curb and Gutter	10500 Lin. Ft.	\$25.00	\$262,500.00
17	Curb Inlets	30 Each	\$2,600.00	\$78,000.00
18	Storm Sewer Pipe	5800 Lin. Ft.	\$45.00	\$261,000.00
19	End Sections	6 Each	\$450.00	\$2,700.00
20	Pavement Markings	15800 Lin. Ft.	\$0.40	\$6,320.00
21	Sidewalk	17350 Sq. Ft.	\$4.50	\$78,075.00
22	Driveway Reconstruction	600 Sq. Yds.	\$60.00	\$36,000.00
23	Erosion Control	1 Lump Sum	\$2,500.00	\$2,500.00
24	Traffic Control	1 Lump Sum	\$25,000.00	\$25,000.00
25	Permanent Signing	1 Lump Sum	\$2,500.00	\$2,500.00
26	Seeding, Mulch etc.	5 Acre	\$400.00	\$2,000.00
27	Contractor Construction Staking	1 Lump Sum	\$25,000.00	\$25,000.00
28	Temporary Surfacing	1 Lump Sum	\$15,000.00	\$15,000.00
29	Mobilization	1 Lump Sum	\$80,000.00	\$80,000.00

TOTAL: (Grading and Surfacing) **\$1,855,220.00**

Engineering and Survey Costs \$80,000.00
 Construction Administration and Inspection Costs \$180,000.00
 Right of Way Costs \$20,000.00
 Utility Relocations \$20,000.00

TOTAL: (Project Costs) **\$2,155,220.00**

BILL NO. 2014-08

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE INTERLOCAL AGREEMENT WITH CASS COUNTY FOR THE REPAVEMENT OF SCHOOL ROAD FROM E. 203RD STREET TO E. 211TH STREET.

WHEREAS, the Board of Aldermen and the Cass County Commissioners are desirous of repaving School Road, and

WHEREAS, the attached Interlocal Agreement will outline the financial responsibility of each entity in regards to the project, and

WHEREAS, this agreement will be a prime example of two government entities working together for the common good,

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

Section 1. The approval of the Interlocal Agreement showing that Cass County shall be responsible for 55% of the project and the City of Peculiar shall be responsible for 45% of the project.

Section 2. The Mayor is authorized to execute this ordinance acknowledging the Interlocal Agreement.

Section 3. *Effective Date.* The effective date of this Ordinance shall be the ____ day of _____, 2014.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

Alderman Dunsworth _____
Alderman Fines _____
Alderman Gallagher _____

Alderman Ray _____
Alderman Stark _____
Alderman Turner _____

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Board of Alderman
From: Brad Ratliff, City Administrator
Date: 03/17/14
Re: Approval of the Appointment for Municipal Court Judge

GENERAL INFORMATION

Applicant: Staff
Status of Applicant: City Administrator
Requested Actions: Approval of the Appointment for Municipal Court Judge
Date of Application:
Purpose: To appoint Steve Sakoulas as Municipal Court Judge
Property Location (if applicable):

PROPOSAL

As you all may know, Bryan Round was appointed by the Governor to a District Court position. March 10, 2014 was his last date with the City. Since July 12, 2007 Mr. Sakoulas has been serving as our Municipal Court Prosecutor. Mr. Sakoulas has done an excellent job in that position and has shown the upmost integrity and professionalism we expect in the City of Peculiar. Mr. Sakoulas has a great working knowledge of our court process to aid in a seamless transition.

PREVIOUS ACTIONS

Steve Sakoulas was approved as City Prosecutor on July 12, 2007

KEY ISSUES

- Proven attorney
- Provided excellent service for the City for 7 years.
- Has very good working knowledge of our Court system
- Was recommended by outgoing Judge Bryan Round

STAFF COMMENTS AND SUGGESTIONS

We are moving quickly on this as the next court date is March 31 and we need to have both positions up and working to keep the court moving. Steve cannot be with us tonight as he is out of town. Once he gets in town he will come to City Hall to be sworn in.

STAFF RECOMMENDATION

Staff recommends approval

ATTACHMENTS

- Resolution
 - Contract
 - Resume
-

STAFF CONTACT: Brad Ratliff
City Administrator
bratliff@cityofpeculiar.org

RESOLUTION 2014-15

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STEVEN G. SAKOULAS AS MUNICIPAL JUDGE FOR THE CITY OF PECULIAR

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

Section 1. RESOLVED, that the Board of Aldermen have determined the need for a Municipal Judge to handle City of Peculiar Municipal Court matters.

Section 2. RESOLVED, that the Mayor makes the recommendation to appoint Steven G. Sakoulas, as Municipal Judge for the City of Peculiar and execute the proposed contract for services.

Section 3. EFFECTIVE DATE. The effective date of this Resolution shall be the ____ day of _____, 2014.

NOW THEREFORE, BE IT RESOLVED THAT UPON A ROLL CALL VOTE, SAID RESOLUTION WAS ADOPTED 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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR
MUNICIPAL AND HOUSING COURT JUDGE SERVICES**

WHEREAS, the City of Peculiar, Missouri (hereinafter “the City”) is a municipality existing by virtue of the laws of the state of Missouri; and whereas the City has established both a Municipal Court and a Housing Court pursuant to City of Peculiar ordinances to decide disputes arising from the enforcement of the ordinances of the City; and,

WHEREAS, the City of Peculiar desires to employ a licensed Missouri attorney to serve as Municipal Judge of both courts and otherwise fairly and impartially adjudicate the interests of the City and its citizens; and,

WHEREAS, Steven G. Sakoulas is a licensed Missouri attorney (hereinafter “Attorney”), in good standing with the Missouri State Bar and qualified to serve as a Municipal Court Judge;

Now, this agreement witnesseth:

Revocation of Prior Contract

This independent contractor agreement (hereinafter “Agreement”) supersedes and replaces the Contract for Legal Services entered into between these parties on July 12, 2007. By executing this Agreement, it is the desire and intent of the parties to rescind and make null and void said Contract for Legal Services.

Terms and Conditions

1. The City agrees to pay Attorney the sum of Four Hundred Seventy-Five Dollars and No Cents (\$475.00) for each and every docket for which Attorney serves as judge in either Municipal Court or Housing Court to adjudicate violations of the Code of the City of Peculiar. The current docket schedule consists of two (2) Municipal Court dockets and one (1) Housing Court docket (If determined in need by the City Administrator) per month. The parties recognize that this schedule is subject to change and the City Administrator shall approve those changes.
2. Attorney shall make himself available one (1) day per week in addition to and separate from appearing for regularly scheduled dockets to personally be on the premises of the municipal court to execute any documents necessary to carry out his duties or otherwise complete such work as is necessary for carrying out the administrative responsibilities required to administer both courts.
3. Attorney represents that he is a member of the Missouri Bar in good standing and there is not now pending before any disciplinary committee of the Missouri Bar, any action or proceeding that would disqualify him from serving as Municipal and Housing Court Judge Attorney represents that he maintains professional liability

insurance. Attorney represents that he maintains professional liability insurance with a company authorized to do business in the State of Missouri.

- 4. The parties agree that either may terminate the relationship upon thirty (30) days written notice to the other. Upon termination of this Agreement, Attorney agrees to assist in the transition of his duties for a replacement judge engaged by the City.
- 5. The parties hereto agree that the legal services to be provided by Attorney are limited to appearances before the aforementioned courts.
- 6. This is a non-exclusive agreement and Attorney is entitled to practice law provided his private practice does not place him in a conflict of interest situation when discharging his duties as Municipal and Housing Court Judge.
- 7. At all-time this Agreement is in force, an independent contractor relationship shall exist by and between the City and Attorney. Nothing in this Agreement shall constitute or be construed in any manner so as to create an employment relationship between Attorney and the City. The City shall not be responsible for withholding taxes on any amounts that may be paid to Attorney under this Agreement, nor shall the City be responsible for the provision of payment of liability insurance, health insurance premiums, life insurance premiums, pension contributions or any other benefits normally attributable to employment.
- 8. This Agreement, nor any part thereof, may not be assigned by either party absent written approval by both parties.
- 9. This Agreement is to interpreted and construed in accordance with the laws of the State of Missouri.

WHEREFORE, the parties have executed this agreement this ____ day of March 2014.

CITY OF PECULIAR, MISSOURI

BY: _____
Ernie Jungmeyer, Mayor

Steven G. Sakoulas

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



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

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

To: Board of Alderman
From: Brad Ratliff, City Administrator
Date: 03/17/14
Re: Approval of the Appointment for Municipal Court Prosecutor

GENERAL INFORMATION

Applicant: Staff
Status of Applicant: City Administrator
Requested Actions: Approval of the Appointment for Municipal Court Prosecutor
Date of Application:
Purpose: To appoint Steve Sakoulas as Municipal Court Prosecutor
Property Location (if applicable):

PROPOSAL

As you all may know, Bryan Round was appointed by the Governor to a District Court position. March 10, 2014 was his last date with the City. With the appointment of Mr. Sakoulas as Judge opens the position of Prosecutor. I received officially 11 resumes for the position and reviewed all of them with our City Attorney, Mr. Holbrook. Bryan Round gave his opinion on good attorneys as well as Mr. Sakoulas. I received input of area attorneys as well. The name that was always at the top was Clayton Jones. Mr. Jones has a great amount of experience in prosecuting and working as a special prosecutor for many Cities, including Peculiar. The court personnel also expressed the professionalism of working with him and his office on court nights. He lives in Pleasant Hill, MO and has his Law Office in Raymore, MO.

PREVIOUS ACTIONS

He has assisted Peculiar’s Municipal Court as a Special Prosecutor.

KEY ISSUES

- Proven Attorney
 - Cass County Attorney
 - Many references and recommendations to his professionalism
-

STAFF COMMENTS AND SUGGESTIONS

We are moving quickly on this as the next court date is March 31 and we need to have both positions up and working to keep the court moving. Clayton will be present for questions and to be sworn in.

STAFF RECOMMENDATION

Staff recommends approval

ATTACHMENTS

- Resolution
 - Contract
 - Resume
-

STAFF CONTACT: Brad Ratliff
City Administrator
bratliff@cityofpeculiar.org

RESOLUTION 2014-16

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CLAYTON A. JONES AS PROSECUTING ATTORNEY FOR THE CITY OF PECULIAR

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

Section 1. RESOLVED, that the Board of Aldermen have determined the need for a Prosecuting Attorney to handle City of Peculiar Municipal Court matters.

Section 2. RESOLVED, that the Mayor makes the recommendation to appoint Clayton A. Jones as Prosecuting Attorney for the City of Peculiar and execute the proposed contract for services.

Section 3. EFFECTIVE DATE. The effective date of this Resolution shall be the ____ day of _____, 2014.

NOW THEREFORE, BE IT RESOLVED THAT UPON A ROLL CALL VOTE, SAID RESOLUTION WAS ADOPTED 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

INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the City of Peculiar, Missouri (hereinafter “the City”) is a municipality existing by virtue of the laws of the state of Missouri; and whereas the City has established both a municipal court and a housing court pursuant to City of Peculiar ordinances to decide disputes arising from the enforcement of the ordinances of the City; and,

WHEREAS, the City of Peculiar desires to employ a licensed Missouri attorney to prosecute violations of ordinances before both courts and otherwise protect the interest of the City and its citizens; and

WHEREAS, Clayton A. Jones is a licensed Missouri attorney (hereinafter “Attorney”), in good standing with the Missouri State Bar and qualified to perform the legal services expected by the City.

Now this agreement witnesseth.

Terms and Conditions

1. The City agrees to pay Attorney the sum of Four Hundred Twenty Five Dollars and No Cents (\$425.00) for each and every docket for which Attorney appears in either municipal court or housing court to prosecute violations of the Code of the City of Peculiar. The current docket schedule consists of two (2) municipal court dockets and one (1) possible housing court docket per month (If so deemed needed by the City Administrator). The parties recognize that this schedule and docket amounts are subject to change.
2. Attorney shall make himself available one (1) day per week in addition to and separate from appearing for regularly scheduled dockets to personally be on the premises of the municipal court to execute any documents necessary for the provision of his duties or otherwise complete such work as is necessary for performing his duties with the City.
3. The City agrees to pay Attorney One Hundred Twenty Five Dollars and No Cents (\$125.00) per hour for work performed in any case appealed from either aforementioned court to the Circuit Court of Cass County, Missouri or any other appellate court in the State of Missouri.
4. Attorney represents that he is a member of the Missouri Bar in good standing and there is not now pending before any disciplinary committee of the Missouri Bar, any action or proceeding that would disqualify him from the practice of law. Attorney represents that he maintains professional liability insurance.
5. The parties agree that either may terminate the relationship upon thirty (30) days written notice to the other. Upon termination of this Agreement, Attorney agrees to assist in the transition of his duties to replacement counsel engaged by the City.

6. The parties hereto agree that the legal services to be provided by Attorney are limited to appearances before the aforementioned courts.

7. This is a non-exclusive agreement and Attorney is entitled to practice law provided his private practice does not place him in a conflict of interest situation with the interests of the City of Peculiar.

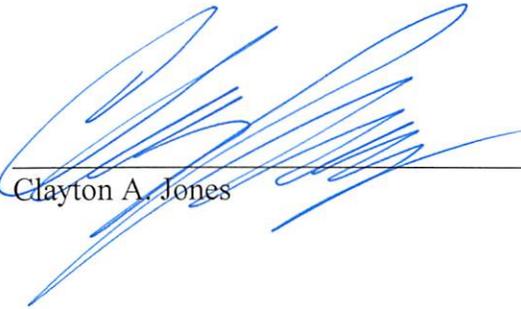
8. At all times this Agreement is in force, an independent contractor relationship shall exist by and between the City and Attorney. Nothing in this Agreement shall constitute or be construed in any manner so as to create an employment relationship between Attorney and the City. The City shall not be responsible for withholding taxes on any amounts that may be paid to Attorney under this Agreement, nor shall the City be responsible for the provision of payment of liability insurance, health insurance premiums, life insurance premiums, pension contributions or any other benefits normally attributable to employment.

9. This Agreement, nor any part thereof, may not be assigned by either party absent written approval by both parties.

10. This Agreement is to interpreted and construed in accordance with the laws of the State of Missouri.

WHEREFORE, the parties have executed this agreement this ____ day of March, 2014.

City of Peculiar, Missouri
Ernie Jungmeyer, Mayor



Clayton A. Jones

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Board of Aldermen
From: Clifford L. McDonald
Date: March 17, 2014
Re: Proposed Involuntary Annexation of Four (4) Tracts of Property Adjacent to Existing City of Peculiar City Limits

GENERAL INFORMATION

Applicant: BOA

Status of Applicant: N/A

Requested Actions: Proposed Involuntary Annexation of Four (4) Tracts of Property into the City Limits of the City of Peculiar

Date of Application: March 3, 2014

Purpose: To Annex Adjacent and “Isand” Properties which have City Services and Utilities Readily Available Into the City Limits of the City of Peculiar In Accordance With the City’s 3, 8 and 13 Year Annexation Plan.

Property Location (if applicable): Four (4) Tracts of Land Proposed for Annexation

PROPOSAL

Review and Consideration by the BOA of the Resolutions which approve the Intent to Annex and Call for the Election to Approve the Annexation of the Four (4) Tracts of Land for the August 5th, 2014 Election.

PREVIOUS ACTIONS

NONE

KEY ISSUES

It is the belief of City Staff that one of the keys to Peculiar’s growth will be land use decisions that are designed to not only make the City an attractive place to live, but also to engage in business. It is important that the City be able to control growth in an orderly and desirable manner both for the impact upon the City’s infrastructure and our residents.

Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, within Peculiar’s City Limits and therefore subject such lands to the City’s zoning and land use regulations as established by ordinance. To accomplish this goal, City staff is requesting the Board of Aldermen to approve the beginning of an annexation process designed to annex four (4) key tracts of property In-accordance-with the City’s 3, 8 & 13 Year Annexation Plan. Attached hereto are maps showing the numbered tracts which comprise this annexation effort referenced as tracts 1, 2, 3 and 4.

The Board of Aldermen are being presented the Resolution stating the City of Peculiar’s Intent to Annex and the Resolution calling for and Election to approve the Annexation for your review and consideration. The City of Peculiar will have a number of actions to complete and deadlines it must meet to prepare for the August election and ensure the annexation process required by Missouri State Statute is followed. If the Board of Aldermen approve the Intent to Annex these Four (4) Tracts of property the sequence of events for this annexation process will be as outlined on the attached Annexation Timeline dated February 6, 2014:

STAFF COMMENTS AND SUGGESTIONS

City Staff is working closely with our City Attorney to ensure all required steps will be addressed and completed on-time.

STAFF RECOMMENDATION

Board of Aldermen review the Proposed Annexation Resolutions as presented and consider approval.

ATTACHMENTS

- (1) Resolution of Intent to Annex
- (2) Resolution Calling for Election
- (3) Map of Tract 1
- (4) Map of Tract 2
- (5) Map of Tract 3
- (6) Map of Tract 4

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

RESOLUTION 2014-10

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI WITH RESPECT TO THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED AREAS TO THE CITY OF PECULIAR, MISSOURI.

WHEREAS, the City of Peculiar, Missouri, desires to adjust its corporate limits so as to annex certain unincorporated areas; and

WHEREAS, the areas described in this Resolution are adjacent to the present corporate limits and contiguous to the present corporate limits of the City of Peculiar, Missouri; and

WHEREAS, the perimeter of the 4 (four) areas proposed to be annexed is 26,423 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the 4 (four) proposed areas to be annexed is 15,835.5 feet, which is equal to at least 59 (fifty nine) percent of the length of the total perimeter of the area proposed for annexation; and

WHEREAS, the perimeter of Tract 1 proposed to be annexed is 3,165 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the Tract 1 proposed to be annexed is 3,165 feet, which is equal to at least 100 (one hundred) percent of the length of the total perimeter of the area proposed for annexation; and

WHEREAS, the perimeter of Tract 2 proposed to be annexed is 1432 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the Tract 2 proposed to be annexed is 961 feet, which is equal to at least 67 (sixty seven) percent of the length of the total perimeter of the area proposed for annexation; and

WHEREAS, the perimeter of Tract 3 proposed to be annexed is 12,635 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the Tract 3 proposed to be annexed is 8,728.50 feet, which is equal to at least 69 (sixty nine) percent of the length of the total perimeter of the area proposed for annexation; and

WHEREAS, the perimeter of Tract 4 proposed to be annexed is 9,191 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the Tract 4 proposed to be annexed is 2,981 feet, which is equal to at least 32 (thirty two) percent of the length of the total perimeter of the area proposed for annexation; and

WHEREAS, the proposed annexation is in the best interests of those persons affected by it.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Peculiar, Missouri, as follows:

SECTION I. That the City declares its intent to annex the following described unincorporated areas to the corporate limits of the City of Peculiar, Missouri;

Tract 1

LOTS 7 AND 8, FLYNN'S SUBDIVISION, A SUBDIVISION IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 2, PAGE 72, EXCEPT THAT PART IN U.S. HIGHWAY 71 AND THAT PART WEST OF SAID HIGHWAY.

Tract 2

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE DUE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 249.45 FEET; THENCE SOUTH 2 DEGREES 09 MINUTES 05 SECONDS EAST, A DISTANCE OF 470.18 FEET; THENCE DUE WEST, A DISTANCE OF 255.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 1 DEGREES 38 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 470.00 FEET TO THE POINT OF BEGINNING EXCEPT THAT PART ON THE NORTH TAKEN FOR MISSOURI STATE ROUTE YY RIGHT OF WAY.

Tract 3

ALL OF SECTION 16, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N87°21'29"W ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 884.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N87°21'29"W ALONG SAID SOUTH LINE ALSO BEING THE CENTERLINE OF 227th STREET, A DISTANCE OF 1824.35 FEET TO THE SOUTHWEST CORNER OF SECTION 16; THENCE N02°20'23"E ALONG THE WEST LINE OF SECTION 16, ALSO BEING THE CENTERLINE OF SOUTH HARPER ROAD, A DISTANCE OF 1087.45 FEET TO THE SOUTHWEST CORNER OF PARCEL DESCRIBED IN BOOK 2927 AT PAGE 791; THENCE S86°58'22"E, A DISTANCE OF 208.71 FEET; THENCE N02°20'23"E, A DISTANCE OF 208.71 FEET; THENCE N86°58'22"W, A DISTANCE OF 208.71 FEET TO A POINT ON THE WEST LINE OF SECTION 16; THENCE N02°20'23"E, ALONG SAID WEST LINE, A DISTANCE OF 28.21 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE S87°23'46"E ALONG THE NORTH LINE OF SAID QUARTER, QUARTER, A DISTANCE OF 1353.08 FEET TO NORTHEAST CORNER OF SAID QUARTER, QUARTER SECTION 16; THENCE N02°17'11"E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 1376.32 FEET TO A POINT ON THE SOUTH LINE OF PARCEL DESCRIBED IN BOOK 1197 AT PAGE 213; THENCE S87°26'04"E, ALONG SAID SOUTH LINE AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 2028.33 FEET TO THE SOUTHEAST CORNER OF PARCEL DESCRIBED IN BOOK 1927 AT PAGE 104; THENCE S02°09'42"W ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1877.36 FEET TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN BOOK 3323 AT PAGE 341; THENCE N87°50'18"W, FOLLOWING ALONG SAID DEED, A DISTANCE OF 427.27 FEET; THENCE

S56°55'26"W, A DISTANCE OF 125.00 FEET; THENCE S58°05'19"W, A DISTANCE OF 50.01 FEET; THENCE S49°23'48"W, A DISTANCE OF 137.96 FEET; THENCE N40°36'12"W, A DISTANCE OF 117.91 FEET; THENCE N89°14'47"W, A DISTANCE OF 108.42 FEET; THENCE S71°56'15"W, A DISTANCE OF 123.39 FEET; THENCE S12°54'53"E, A DISTANCE OF 82.97 FEET; THENCE S0758'12"E, A DISTANCE OF 80.95 FEET; THENCE S03°08'35"W, A DISTANCE OF 79.08 FEET; THENCE S01°21'53"W, A DISTANCE OF 77.02 FEET TO A POINT ON THE NORTH LINE OF HARPER FARM ADDITION; THENCE N87°21'29"WEST, ALONG SAID NORTH LINE, A DISTANCE OF 311.35 FEET TO THE NORTHWEST CORNER OF SAID ADDITION; THENCE S02°13'59"W, ALONG THE WEST LINE OF SAID ADDITION, A DISTANCE OF 49.03 FEET TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN BOOK 3215 AT PAGE 885; THENCE N87°21'29"W, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 302.08 FEET TO THE TRUE POINT OF BEGINNING. THIS TRACT CONTAINS 145 ACRES, MORE OR LESS. EXCEPT FOR THOSE AREAS USED FOR ROAD RIGHT OF WAYS AS NOW ESTABLISHED.

Tract 4

ALL OF TRACT 1, 2, 3, & 4, IN C. PHILLIPS PARK, A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 6, PAGE 49, AND ALL THAT PART OF THE ABANDONED RAIL ROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 1313, PAGE 233 ON JULY 30, 1993 LYING NORTH EASTERLY OF AND ADJACENT TO C. PHILLIPS PARK SUBDIVISION AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI, AND ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, ALL BEING IN TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER SAID SECTION 26; THENCE NORTH 01 DEGREES 01 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF SECTION 26, A DISTANCE OF 1330.95 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SAID SECTION 26, ALSO BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER, QUARTER, A DISTANCE OF 1093.86 FEET; THENCE NORTH 11 DEGREES 36 MINUTES 17 SECONDS WEST, A DISTANCE OF 637.14 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A LINE 625.04 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 26, A DISTANCE OF 362.07 FEET; THENCE NORTH 01 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 655.12 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A LINE 1280.12 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 634.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PECULIAR DRIVE AS NOW LOCATED; THENCE SOUTH 27 DEGREES 23 MINUTES 12 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 735.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 112.32 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE SOUTH 01 DEGREES 01 MINUTES 04 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 625.07 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 96 ACRES, MORE OR LESS.

SECTION II. This area proposed to be annexed consists of;

Tract 1 - 21604 S. School Road, legally described on Exhibit A to this Resolution.

Tract 2 - 9707 E. State Route YY, Legally described on Exhibit B to the Resolution.

Tract 3 - E. 227th Street, Commonly referred to as Harper Farm, legally described on Exhibit C to this Resolution. This tract encompasses the properties on the deeds attached hereto as exhibit D.

Tract 4 - 24110 S. Peculiar Drive & adjacent properties, legally described on Exhibit E to this Resolution. This tract encompasses the properties on the deeds attached hereto as exhibit F.

SECTION III. A public hearing on the proposed annexation will be held on the 5th day of May, 2014 at 6:30 p.m. in the City Hall (250 S. Main Street) of Peculiar, Missouri.

SECTION IV. The City Clerk is hereby authorized and directed to cause a notice of the hearing to be published at least once a week for three consecutive weeks prior to the hearing, with at least one such notice being not more than twenty days and not less than ten days prior to the hearing, in at least one newspaper of general circulation in Cass County, Missouri that is qualified to publish such legal notices.

SECTION V. City Staff are hereby authorized and directed to notify all fee owners of record within the area proposed to be annexed of the public hearing by certified mail, not less than thirty and not more than sixty days before the hearing

SECTION VI. Passed and adopted by the Board of Aldermen of the City of Peculiar, Missouri, this ___ day of _____, 2014.

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

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

Approved:

Attest:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk



FILE NUMBER 514154
OR BK 3641 PG 550
RECORDED 12/21/2012 02:08:40 PM
RECORDING FEE 27.00
MIKE MEDSKER, RECORDER OF DEEDS
CASS COUNTY, MISSOURI
MELANIE

THIS IS NOT A CERTIFIED COPY.

*Hight & Associates, Land Titles, Inc.
File No. H5149*

Missouri Corporation Warranty Deed

This Indenture, Made on 21 day of December, 2012, by and between EQUITY BANK, A KANSAS BANKING CORPORATION, SUCCESSOR BY MERGER WITH FIRST COMMUNITY BANK, a corporation, duly organized under the laws of the State of Kansas, as GRANTOR, and

WANDA L. DAVIS, A MARRIED PERSON, AS TO AN UNDIVIDED ONE-HALF INTEREST AND MARY A. FAY, A SINGLE PERSON, AS TO AN UNDIVIDED ONE-HALF INTEREST, AS TENANTS IN COMMON,
as GRANTEE, whose mailing address is: P.O. BOX 385
PECULIAR, MO 64078

Property Address: 21604 S. SCHOOL ROAD, PECULIAR, MO

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of CASS and State of Missouri, to wit:

Lots 7 and 8, FLYNN'S SUBDIVISION, a subdivision in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 2, Page 72, except that part in U.S. Highway 71 and that part West of said Highway.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes and assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto

GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTEE, the word GRANTEE will be construed to read GRANTEES whenever the sense of this Deed requires.

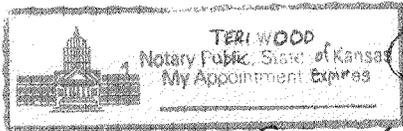
IN WITNESS WHEREOF, The GRANTOR has caused these presents to be signed by its Executive Vice-President and attested by its Secretary on the day and year above written.

EQUITYBANK, A KANSAS BANKING CORPORATION, SUCCESSOR BY MERGER WITH FIRST COMMUNITY BANK


BY MARK PARMAN, EXECUTIVE VICE-PRESIDENT

In The State of Kansas, County of Johnson on this 21 day of **December, 2012**, before me, appeared **MARK PARMAN**, to me personally known, who being by me duly sworn, did say that he is the Executive Vice-President of **EQUITYBANK, A KANSAS BANKING CORPORATION, SUCCESSOR BY MERGER WITH FIRST COMMUNITY BANK**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said **MARK PARMAN, EXECUTIVE VICE-PRESIDENT** acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.




Notary Public

My Term Expires: 6-28-2014

THIS IS NOT A CERTIFIED COPY.

MISSOURI WARRANTY DEED

Exhibit B

This instrument was made on the 20th day of October, A.D. One Thousand Nine Hundred and

Seventy-One between Nellie T. Allen, widow,

of the County of Cass, State of Missouri, party of the first part, and Kansas Public Service Company, a corporation of the County of Jackson, State of Missouri, party of the second part.

Witnesseth that the said party of the first part, in consideration of the sum of

Five Dollars and other valuable considerations, to her in hand paid by the second part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Convey unto the said party of the second part, its successors

and assigns, the following described lots, tracts or parcels of land being and situate in the County of Cass, State of Missouri, to-wit:

All that part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 45, Range 22, in Cass County, Missouri, described as follows: Beginning at the Northwest corner of said Quarter Quarter Section; thence due East along the North line of said Quarter Quarter Section, a distance of 249.45 feet; thence South 2 degrees 09 minutes 03 seconds East, a distance of 470.18 feet; thence due West, a distance of 255.00 feet to a point on the West line of said Quarter Quarter Section; thence North 1 degree 35 minutes 30 seconds West along said West line, a distance of 470.00 feet to the point of beginning, except that part on the North taken for Missouri State Route by right of way.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto, belonging or in any wise appertaining unto the said party of the second part and unto its successors, heirs and assigns forever, unto the said first party.

Party covenanting that she is lawfully seized of an inheritable estate in fee of the premises herein above described, that she has good right to convey the same, that the said premises are free and clear from any incumbrance done or suffered by her or those under whom she claims; and that she will warrant and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year above written.

Nellie T. Allen (SEAL)

MISSOURI ACKNOWLEDGMENT - UNMARRIED PERSON

STATE OF Missouri, COUNTY OF Cass, On this 11 day of January, 1972.

before me, Paul H. Smith, a Notary Public, personally appeared Nellie T. Allen,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same as her act and deed. And she declared to me that she is single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the City and State aforesaid.

(Seal) Paul H. Smith, Notary Public in and for the State of Missouri, My term expires 1/11/74.

MISSOURI ACKNOWLEDGMENT - MARRIED PERSON

STATE OF Missouri, COUNTY OF Jackson, On this 11 day of January, 1972.

before me, Paul H. Smith, a Notary Public, personally appeared Nellie T. Allen, wife of the person whose name is subscribed to the foregoing instrument, and she declared to me that she is married and that the name of her husband is Paul H. Smith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the City and State aforesaid.

(Seal) Paul H. Smith, Notary Public in and for the State of Missouri, My term expires 1/11/74.

MISSOURI ACKNOWLEDGMENT - MARRIED PERSON

STATE OF Missouri, COUNTY OF Jackson, On this 11 day of January, 1972.

before me, Paul H. Smith, a Notary Public, personally appeared Nellie T. Allen, wife of the person whose name is subscribed to the foregoing instrument, and she declared to me that she is married and that the name of her husband is Paul H. Smith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the City and State aforesaid.

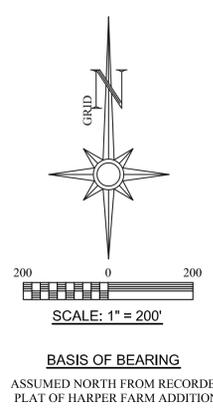
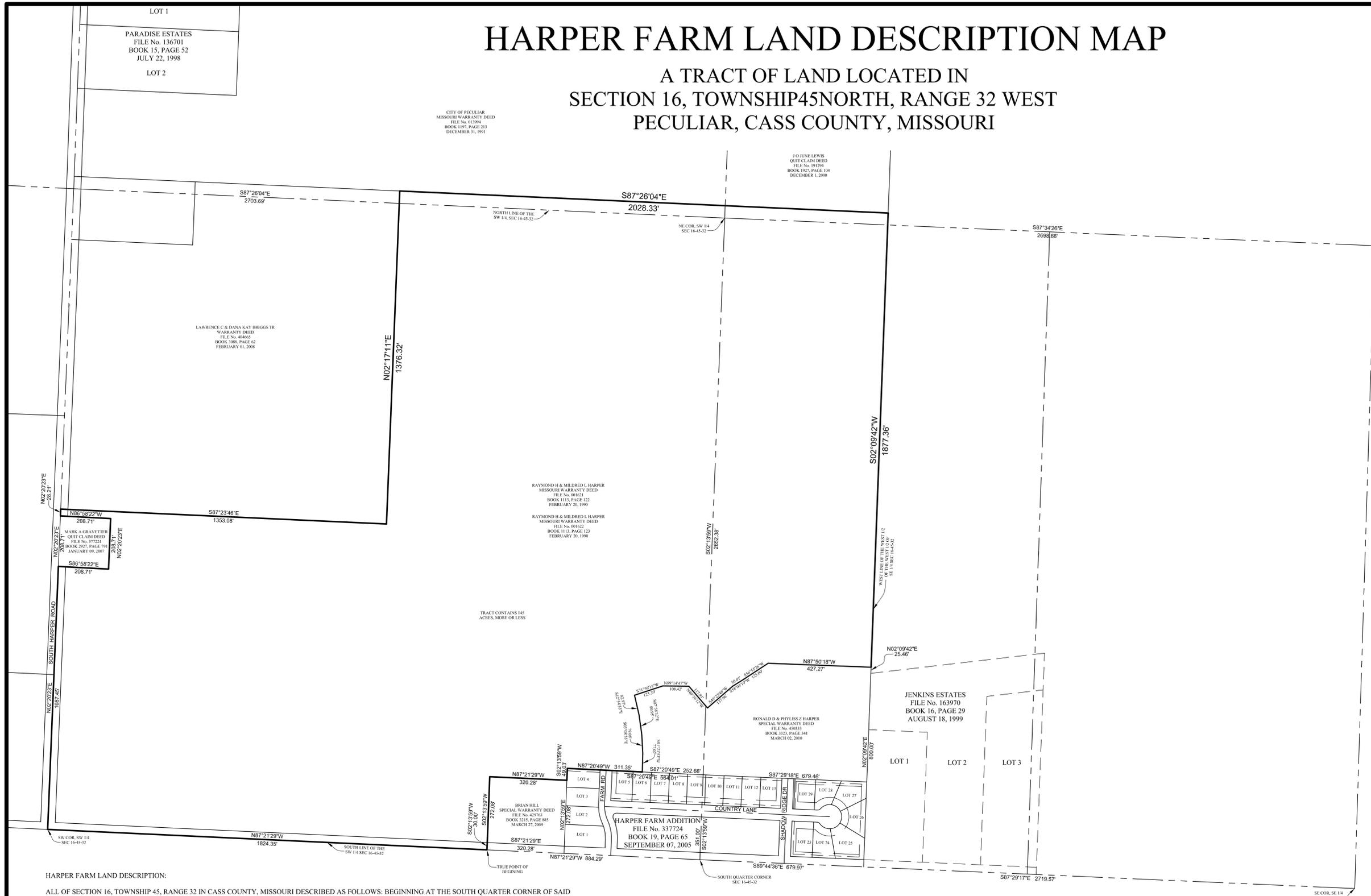
(Seal) Paul H. Smith, Notary Public in and for the State of Missouri, My term expires 1/11/74.

12108

HARPER FARM LAND DESCRIPTION MAP

A TRACT OF LAND LOCATED IN
SECTION 16, TOWNSHIP 45 NORTH, RANGE 32 WEST
PECULIAR, CASS COUNTY, MISSOURI

ORDERED BY
CITY OF PECULIAR MO.
ATTN: NICK JACOBS
250 S. MAIN STREET
PECULIAR, MO 64701
OFFICE: 816-779-5212
FAX: 816-779-1004



HARPER FARM LAND DESCRIPTION:

ALL OF SECTION 16, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N87°21'29\"/>



February 28, 2014
DATE

HUFFMAN & ASSOCIATES
Land Surveyors, Inc.
P.O. BOX 661
RAYMORE, MISSOURI 64083
(816) 322-4544 FAX: 331-4030
email: huffmanm@swbell.net

DATE: FEB 28, 2014	DRAWN BY: RJS	PROJECT: CASS/PECULIAR/HARPER FARM ADDITION
SCALE: 1" = 200'	CHECKED BY: MJH	HARPER FARM.dwg

FORM NO. 1

DEMAREE STATIONERY CO., 908 W. City, Mo.

Missouri Warranty Deed

This Indenture, Made on the 20th day of _____ A. D., One

Thousand Nine Hundred and Ninety by and between

RAYMOND HENRY HARPER and MILDRED LOUISE HARPER, as tenants in common, with each owning an undivided 1/2 interest, of the County of Cass, State of Missouri parties of the first part, and RAYMOND HENRY HARPER and MILDRED LOUISE HARPER, TRUSTEES OF THE RAYMOND and MILDRED HARPER FAMILY TRUST, DATED FEBRUARY, 1990, of the County of Cass, State of Missouri parties of the second part, (Mailing address of said first named grantee is R.R., Peculiar, MO 64078).

THIS IS NOT A CERTIFIED COPY

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten Dollars and other good and valuable considerations ~~DOLLARS~~ to be paid by said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

All of the Southwest Quarter of the Southwest Quarter of Section 16, Township 45, Range 32; and

All of the Northeast Quarter of the Southwest Quarter of Section 16, Township 45, Range 32;

All subject to easements, reservations and restrictions of record thereon, if any.



TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said parties of the second part and unto their heirs and assigns forever; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal this day and year above written.

Raymond Henry Harper (SEAL)
Raymond Henry Harper (SEAL)

Mildred Louise Harper (SEAL)
Mildred Louise Harper (SEAL)

11/3/123

Missouri Warranty Deed

This Indenture, Made on the 20th day of February A. D., One

Thousand Nine Hundred and Ninety by and between

RAYMOND HENRY HARPER and MILDRED LOUISE HARPER, husband and wife,

of the County of Cass, State of Missouri parties of the first part, and

RAYMOND HENRY HARPER and MILDRED LOUISE HARPER, TRUSTEES OF THE RAYMOND and MILDRED HARPER FAMILY TRUST DATED FEBRUARY, 1990,

of the County of Cass, State of Missouri parties of the second part.

(Mailing address of said first named grantee is R.R., Peculiar, Missouri 64078)

WITNESSETH: THAT THE SAID PART IES OF THE FIRST PART, in consideration of the

sum of Ten Dollars and other good and valuable considerations ~~XXXXXX~~

to be paid by said parties of the second part (the receipt of which is hereby acknowledged), do

by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second

part their heirs and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Cass and State of Missouri, to-wit:

All of the Southeast Quarter of the Southwest Quarter of Section 16, Township 45, Range 32; and

All of the West Half of the West Half of the Southeast Quarter of Section 16, Township 45, Range 32, all located in Cass County, Missouri.

THIS IS NOT A CERTIFIED COPY.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said part ies of the second part and unto their heirs and assigns forever; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim ; and that they will warrant and defend the title to the said premises unto the said part ies of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said part ies of the first part have hersunto set their hands and seals the day and year above written.

Raymond Henry Harper (SEAL)
Raymond Henry Harper (SEAL)
Mildred Louise Harper (SEAL)
Mildred Louise Harper (SEAL)

1113/122

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF _____)
COUNTY OF _____) ss. On this _____ day of _____, 19_____

before me, _____, a Notary Public, personally appeared _____
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____
executed the same as _____ free act and deed. And the said _____
further declares _____ to be single and unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in _____ the day and year last above written.

My term expires _____, 19_____. Notary Public in and for said County and State.

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF MISSOURI)
COUNTY OF CASS) ss. On this 20th day of February, 1980

before me, _____ the undersigned _____, a Notary Public, personally appeared
RAYMOND HENRY HARPER and MILDRED LOUISE HARPER
his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at
Harrisonville
my office in _____ the day and year last above written.

Lynn K. Ballou
Notary Public in and for said County and State.

LYNN K. BALLEW
NOTARY
My Comm. Expires _____, 19_____
STATE OF MISSOURI
Notary Public - State of Missouri
Commissioned In Cass County
My Commission Expires July 14, 1990

THIS IS NOT A CERTIFIED COPY.

001621 ✓

MISSOURI DEPT. OF REVENUE
RECORDED IN CASS COUNTY
ON FEB 20 P 4:09:00
RECORDED IN BOOK PAGE 122
JIMMY KEMLER, RECORDER

Warranty Deed

FROM _____

TO _____

INDEXED

Filed for record this _____ day
of _____ A. D., 19_____
at _____ o'clock _____ minutes _____ M.
Recorded in Book _____ at Page _____
By _____ Recorder.
Deputy.
Recorder's Fee, \$ _____

RECORDING FEE \$ X
STATE USER FEE \$ X
TOTAL \$ 12

Ballew J. J.

IN THE RECORDER'S OFFICE
_____, Recorder of said County, do hereby certify that the within
instrument of writing was, at _____ o'clock and _____ minutes _____ M., on the _____ day of _____
A. D., 19_____, duly filed for record in my office, and is recorded in the records of this office, in book _____, at page _____
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____
this _____ day of _____ A. D., 19_____

Recorder.

Missouri Warranty Deed

This Indenture, Made on the 16th day of April A. D., One

Thousand Nine Hundred and Seventy-six by and between

RAYMOND HENRY HARPER and MILDRED LOUISE HARPER, husband and wife,
of the County of Cass, State of Missouri parties of the first part, and

NICHOLAS J. RUPPERT and JEANETTE RUPPERT, husband and wife,
of the County of Cass, State of Missouri parties of the second part.
(Mailing address of said first named grantee is RR#1, Peculiar, Missouri 64078)

WITNESSETH: THAT THE SAID PART IES OF THE FIRST PART, in consideration of the sum of Ten dollars and other good and valuable considerations---DOLLARS to them paid by said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

A tract of land in the Southwest Quarter of Section 16, Township 45, Range 32, Cass County, Missouri, more particularly described as follows: Beginning at a point on the West line of said Section 16, 1087.45 feet North of the Southwest corner thereof; thence North 208.71 feet; thence South 89 degrees 18 minutes 45 seconds East 208.71 feet; thence South 208.71 feet; thence North 89 degrees 18 minutes 45 seconds West 208.71 feet to the point of beginning. Containing 1.00 acre. Subject to road right-of-way and easements of record this date.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said parties of the second part and unto their heirs and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year above written.

Raymond Henry Harper (SEAL)
Mildred Louise Harper (SEAL)
(SEAL)
(SEAL)

254

MISSOURI Warranty Deed

This Indenture, Made on the 16th day of April A. D. One

Thousand Nine Hundred and Seventy-six by and between

RAYMOND HENRY HARPER and MILDRED LOUISE HARPER, husband and wife, of the County of Cass, State of Missouri parties of the first part, and

NICHOLAS J. RUPPERT and JEANETTE RUPPERT, husband and wife, of the County of Cass, State of Missouri parties of the second part.

(Mailing address of said first named grantee is RR#1, Peculiar, Missouri 64078)

WITNESSETH: THAT THE SAID PART IES OF THE FIRST PART, in consideration of the sum of Ten dollars and other good and valuable considerations---DOLLARS to them paid by said par. ies of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part ies of the second part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

A tract of land in the Southwest Quarter of Section 16, Township 45, Range 32, Cass County, Missouri, more particularly described as follows: Beginning at a point on the West line of said Section 16, 1087.45 feet North of the Southwest corner thereof; thence North 208.71 feet; thence South 89 degrees 18 minutes 45 seconds East 208.71 feet; thence South 208.71 feet; thence North 89 degrees 18 minutes 45 seconds West 208.71 feet to the point of beginning. Containing 1.00 acre. Subject to road right-of-way and easements of record this date.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said part ies of the second part and unto their heirs and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said part ies of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand & seal & the day and year above written.

Raymond Henry Harper (SEAL)
Mildred Louise Harper (SEAL)
(SEAL)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF
COUNTY OF ss.

On this day of 19.....

before me, a Notary Public, personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that
executed the same as free act and deed. And the said
further declares to be single and unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in the day and year last above written.

My term expires 19..... Notary Public in and for said County and State.

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Missouri
COUNTY OF Cass ss.

On this 24th day of April 1976

before me, Edward P. Schug
Raymond Henry Harper and Mildred Louise Harper

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in Peculiar, Missouri the day and year last above written.

My term expires February 23rd 1980
Notary Public in and for said County and State.
EDWARD P. SCHUG

59383

Warranty Deed

FROM



Filed for record this 1 day
of July A.D. 1976
at 3 o'clock, 05 minutes, 0 M.
Recorded in Book 148 at Page 254
July 1976
Recorder.

By Recorder's Fee, \$ 3.00 Deputy.

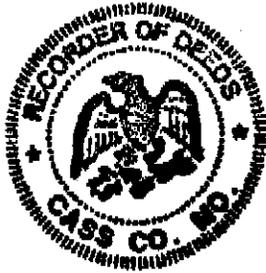
RECORDING FEE \$ 2.00
PER FEE 1.00
TOTAL \$ 3.00

STATE OF
COUNTY OF ss.

IN THE RECORDER'S OFFICE

I, Recorder of said County, do hereby certify that the within
instrument of writing was at o'clock and minutes M., on the day of
A. D. 19....., duly filed for record in my office, and is recorded in the records of this office, in book at page

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
this day of A. D. 19.....



8 6

FILE NUMBER 315029
OR BK 02541 PG 0001
RECORDED 12/27/2004 03:01:58 PM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

THIS IS NOT A CERTIFIED COPY.

SPECIAL WARRANTY DEED BY TRUSTEE

04027498

THIS DEED, made and entered into this 22nd Day of DECEMBER, 2004, by and between RONALD DEAN HARPER SUCCESSOR TRUSTEE OF THE RAYMOND AND MILDRED HARPER FAMILY TRUST DATED FEBRUARY 20, 1990, GRANTOR of the County of CASS, State of MISSOURI, First Party, and HARPER FARM, INC., GRANTEE of the County of JOHNSON, State of KANSAS, Second Party the mailing address of Second Party being:

11407 SHADOW GLEN CT., PECULIAR, MO 64078

WHEREAS, First Party is the duly appointed and acting Successor Trustee under the RAYMOND AND MILDRED HARPER FAMILY TRUST DATED FEBRUARY 20, 1999 and

WHEREAS, the hereinafter described real estate is party of the Trust corpus, as shown by instruments vesting title in the Trust, appearing in the Recorder of Deeds Office of CASS County, Missouri, and

WHEREAS, the Trust Agreement does give to First Party the authority and a general power to sell and convey trust real estate, and this Special Warranty Deed is given in the exercise of such power, and,

WHEREAS, The RAYMOND AND MILDRED HARPER FAMILY TRUST DATED FEBRUARY 20, 1999, is in full force and effect, and have not been terminated or revoked, and,

NOW, THEREFORE, First Party, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to First Party paid by the Second Party, receipt of which is hereby acknowledged, First Party does by these presents Bargain and Sell, Convey and Confirm unto Second Party, the following described real estate, situated in the County of CASS, State of Missouri, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COFFELT LAND TITLE, INC.
P.O. BOX 208
HARRISONVILLE, MO 64701

EXHIBIT A

FILE: 04027498

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, HAVING A BEARING OF NORTH 87 DEGREES 29 MINUTES 17 SECONDS WEST, A DISTANCE OF 2039.67 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER AND POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87 DEGREES 29 MINUTES 17 SECONDS WEST, A DISTANCE OF 697.90 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, NORTH 87 DEGREES 21 MINUTES 29 SECONDS WEST, A DISTANCE OF 564.00; THENCE DEPARTING SAID SOUTH LINE NORTH 2 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 351.00; THENCE SOUTH 87 DEGREES 25 MINUTES 43 SECONDS EAST, A DISTANCE OF 1243.48 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE ALONG SAID LINE SOUTH 2 DEGREES 09 MINUTES 42 SECONDS WEST, A DISTANCE OF 351.00 FEET TO THE POINT OF BEGINNING AND SUBJECT TO THE RIGHT OF WAY OF 227TH STREET AS NOW ESTABLISHED.

GRANTOR HEREIN STATES THAT RAYMOND HENRY HARPER IS NOW DECEASED HAVING DIED ON JANUARY 18, 1994 IN THE COUNTY OF CASS AND THE STATE OF MISSOURI

THIS IS NOT A CERTIFIED COPY.

04027498

③③

FILE NUMBER 375298
OR BK 02916 PG 0750
RECORDED 12/13/2006 03:29:16 PM
RECORDING FEE 33.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



S 6

THIS IS NOT A CERTIFIED COPY.

Trustee's Deed

Kansas City Title - File # 52455
201 W. Lexington, Suite 301
Independence, MO 64050

This indenture, made this 11 day of December, 2006, by and between **Ronald Dean Harper, Successor-Trustee of Raymond and Mildred Harper Family Trust Dated February, 1990 as GRANTOR, and Harper Farm, Inc., as GRANTEE** whose mailing address is **111407 Shadow Glen Court, Peculiar, MO 64078.**

Witnesseth: That the said GRANTOR, in consideration of the sum of Ten DOLLARS and other good and valuable consideration, in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, does by these presents sell and convey unto the said GRANTEE, and unto GRANTEE'S heirs, successors, and assigns forever, all of the right, title and interest of the said GRANTOR in and to the following described real estate located in the County of Cass, State of, to-wit:

See Exhibit A

Subject to all easements, restrictions and reservations, if any, now of record.

This Deed is made and given by the GRANTOR as Trustee(s) pursuant to the power of sale contained in the aforesaid Trust agreement, which Agreement remains in full force and effect at this time. And the GRANTOR further states that the power to sell and convey the real estate described hereinabove is granted under said Trust Agreement.

To have and to hold the premises aforesaid with all, and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in any way appertaining thereto, unto the GRANTEE and unto GRANTEE heirs, successors, and assigns forever; the said GRANTOR hereby covenants that an indefeasible estate in fee of the aforesaid premises is vested in the said GRANTOR; that the said premises are free and clear from any encumbrance done or suffered by the GRANTOR or those under whom the GRANTOR claims; and further, that the said GRANTOR will warrant and defend the title to the said premises unto the said GRANTEE and unto GRANTEE'S heirs, successors, and assigns forever, against the lawful claims and demands of all persons whomsoever.

THIS IS NOT A CERTIFIED COPY.

If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE shall be construed to be GRANTORS and GRANTEES whenever the sense of this Deed requires.

In witness whereof, the said GRANTOR has executed this instrument the day and year first above written.

Raymond and Mildred Harper Family Trust Dated February, 1990

Ronald Dean Harper Trustee
Ronald Dean Harper, Successor-Trustee

State of Missouri
County of ~~Cass~~

On this ~~30th~~ day of ~~NOVEMBER~~, 20 ~~06~~, before me, the undersigned Notary Public within and for said County and State, personally appeared

Ronald Dean Harper, Successor-Trustee of Raymond and Mildred Harper Family Trust Dated February, 1990

to me personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

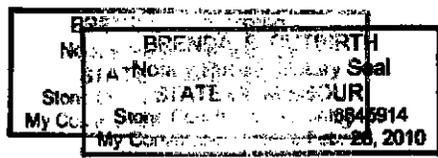
In witness whereof, I have hereunto set my hand and affixed my official seal at, the day and year last above written.

My Commission Expires:

Feb. 28, 2010

Brenda S. Cutbush
Notary Public

KANSAS CITY TITLE
201 W. LEXINGTON, #301
INDEPENDENCE, MO 64050



State of Missouri
County of Cass

On this 11 day of December, 2006, before me, the undersigned Notary Public within and for said County and State, personally appeared

Ronald Dean Harper, Successor-Trustee of Raymond and Mildred Harper Family Trust Dated February, 1990

to me personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at, the day and year last above written.

My Commission Expires:

8/17/07


Notary Public

SUE BRANT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES AUGUST 17, 2007

THIS IS NOT A CERTIFIED COPY.

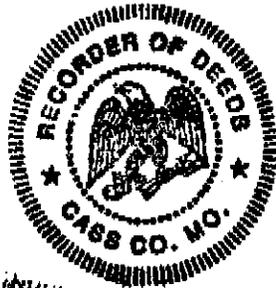
EXHIBIT A – LEGAL DESCRIPTION

Tract II:

All that part of the South half of Section 16, Township 45 North, Range 32 West of the Fifth Principal Meridian in the City of Peculiar, Cass County, Missouri described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 16, monumented by a half inch rebar, thence along the West line of said Southeast Quarter North 2 degrees 13 minutes 59 seconds East a distance of 351.00 to a point on the North line of "HARPER FARM ADDITION", a subdivision of record in the City of Peculiar, Cass County, Missouri, and Point of Beginning; thence along the said North plat line North 87 degrees 20 minutes 49 seconds West a distance of 252.66 feet; thence departing said line North 1 degree 21 seconds 53 minutes East a distance of 77.02 feet; thence North 3 degrees 08 minutes 35 seconds West a distance of 79.08 feet; thence North 7 degrees 58 minutes 12 seconds West a distance of 80.95 feet; thence North 12 degrees 54 minutes 53 seconds West a distance of 82.97 feet; thence North 71 feet 56 minutes 15 seconds East a distance of 123.39 feet; thence 89 degrees 14 minutes 47 seconds East a distance of 108.42 feet; thence South 40 degrees 36 minutes 12 seconds East a distance of 117.91 feet; thence North 49 degrees 23 minutes 48 seconds East a distance of 137.96 feet; thence North 58 degrees 05 minutes 19 seconds East a distance of 50.01 feet; thence North 56 degrees 55 minutes 26 seconds East a distance of 125.00 feet; thence South 87 degrees 50 minutes 18 seconds East a distance of 427.27 feet to a point on the Northerly prolongation of the West line of "Jenkins Estates", a subdivision of record in the City of Peculiar; thence along said line South 2 degrees 09 minutes 42 seconds West a distance of 25.46 feet to the Northwest corner of said "Jenkins Estates", plat; thence along the West line of said plat South 2 degrees 09 minutes 42 seconds West a distance of 448.98 feet to the Northeast corner of said "Harper Farm" plat; thence along the North line of said "Harper Farm" plat North 87 degrees 29 minutes 17 seconds West a distance of 679.46 feet to the Point of Beginning.

THIS IS NOT A CERTIFIED COPY.



N A

FILE NUMBER 360651
OR BK 02826 PG 0835
RECORDED 06/13/2006 02:52:25 PM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

THIS IS NOT A CERTIFIED COPY
Harrisville, MO
Right & Associates, Land Titles, Inc.

TRUSTEE'S DEED

- THIS DEED made and entered into by and between **RONALD DEAN HARPER**, TRUSTEE OF THE **RAYMOND AND MILDRED HARPER FAMILY TRUST UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1990**, of Cass County, Missouri (GRANTOR) and **JEANETTE E. RUPPERT**, (GRANTEE) whose mailing address is:

609 E. 74th Terrace, Kansas City, Mo. 64131;

WITNESSETH, for and in consideration of the provisions of the above referenced Trust, and other good and valuable consideration, receipt of which is hereby acknowledged;

GRANTOR does hereby GRANT, BARGAIN and SELL, convey and confirm to Grantee, and Grantee's heirs and assigns, the following described real property in Cass County, Missouri, to-wit:

All that part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 45 North, Range 32 West, in the City of Peculiar, Cass County, Missouri, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 16, thence along the South Line of said Quarter Section N87°20'51"W a distance of 564.02'; thence departing said line N2°13'59"E a distance of 29.90' to a point on the North right of way of 227th Street, as now established, and Point of Beginning, said point also being the Southwest corner of "Harper Farm" a subdivision of record in Cass County, Missouri; thence along the West line of said subdivision N2°13'59"E a distance of 272.08'; thence departing said West line N87°21'29"W a distance of 320.28'; thence S2°13'59"W a distance of 272.08' to a point on said North right of way; thence along said right of way S87°21'29"E a distance of 320.28' to the Point of Beginning, containing 2 acres, more or less, subject the

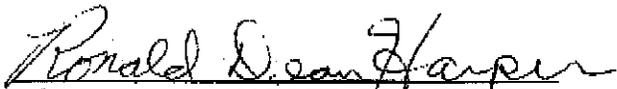
easements and restrictions of record.

To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto said Grantee and Grantee's heirs and assigns, forever;

And the Grantor hereby covenants that Grantor is lawfully seized of an indefeasible estate in fee simple to these premises, and may convey the same, and that these premises are free from all encumbrances except as set forth above.

Grantor covenants with Grantee and alienees of Grantee that Grantor is fully empowered to convey the interests held in trust, pursuant to the trust agreement referred to above; that the conveyance herein is authorized by said trust agreement and is made in accordance with Grantor's powers and authority thereunder; and that the above referenced trust agreement remains in full force and effect at this time.

IN WITNESS WHEREOF, the Grantor has placed his hand and seal this 10th day of April 2006.


**RONALD DEAN HARPER, TRUSTEE OF
THE RAYMOND AND MILDRED FAMILY
TRUST, DATED FEBRUARY 20, 1990**

THIS IS NOT A CERTIFIED COPY.

STATE OF MISSOURI

COUNTY OF Christian)

) ss.

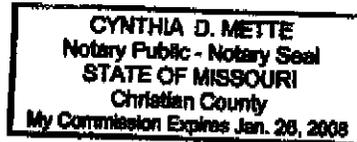
On this 10th day of April 2006, before me personally appeared **RONALD DEAN HARPER**, Trustee of the **Raymond and Mildred Harper Family Trust Under Trust Agreement Dated February 20, 1990**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Nixa, Missouri the day and year first above written.

Cynthia D. Mette
Notary Public

My commission expires:

Jan 26, 2008



THIS IS NOT A CERTIFIED COPY.

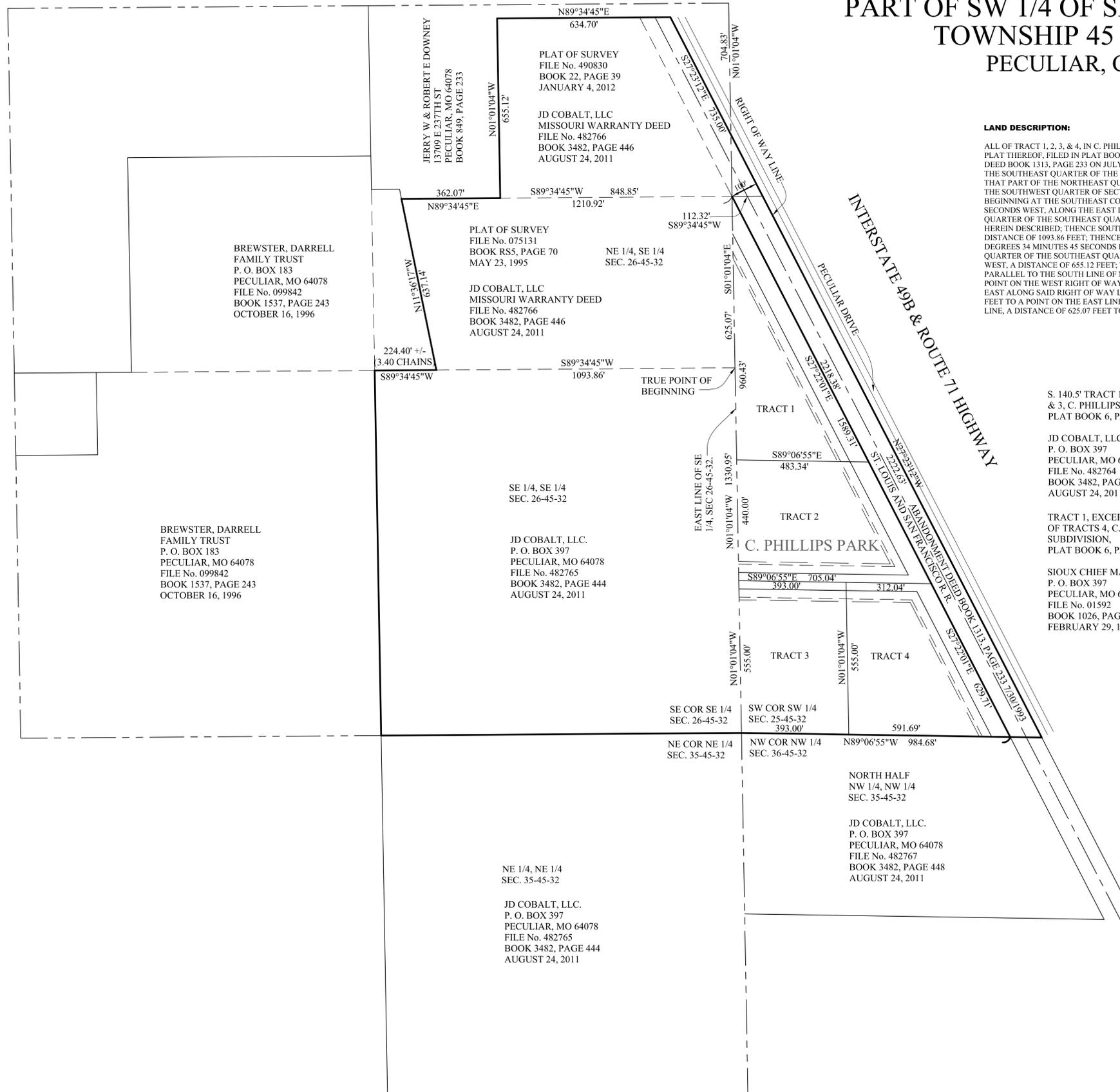
3

MAP FOR LAND DESCRIPTION

PART OF SW 1/4 OF SEC 25, & PART OF SE 1/4 SEC 26, TOWNSHIP 45 NORTH, RANGE 32 WEST PECULIAR, CASS COUNTY, MISSOURI

ORDERED BY
CITY OF PECULIAR, MISSOURI
ATTN: NICK JACOBS
250 S MAIN ST
PECULIAR, MO 64078
OFFICE: (816) 779-5212 EXT. 221
NJACOBS@CITYOFPECULIAR.COM

JERRY W & ROBERT E DOWNEY
13709 E 237TH ST
PECULIAR, MO 64078
BOOK 849, PAGE 233



LAND DESCRIPTION:

ALL OF TRACT 1, 2, 3, & 4, IN C. PHILLIPS PARK, A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 6, PAGE 49, AND ALL THAT PART OF THE ABANDONED RAIL ROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 1313, PAGE 233 ON JULY 30, 1993 LYING NORTH EASTERLY OF AND ADJACENT TO C. PHILLIPS PARK SUBDIVISION AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI, AND ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, ALL BEING IN TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER SAID SECTION 26; THENCE NORTH 01 DEGREES 01 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF SECTION 26, A DISTANCE OF 1330.95 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SAID SECTION 26, ALSO BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER, QUARTER, A DISTANCE OF 1093.86 FEET; THENCE NORTH 11 DEGREES 36 MINUTES 17 SECONDS WEST, A DISTANCE OF 637.14 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A LINE 625.04 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 26, A DISTANCE OF 362.07 FEET; THENCE NORTH 01 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 655.12 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A LINE 1280.12 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF NORTHEAST QUARTER OF SECTION 26, A DISTANCE OF 634.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PECULIAR DRIVE AS NOW LOCATED; THENCE SOUTH 27 DEGREES 23 MINUTES 12 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 735.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 112.32 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE SOUTH 01 DEGREES 01 MINUTE 04 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 625.07 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 96 ACRES, MORE OR LESS.

S. 140.5' TRACT 1, ALL OF TRACTS 2 & 3, C. PHILLIPS PARK SUBDIVISION, PLAT BOOK 6, PAGE 49.

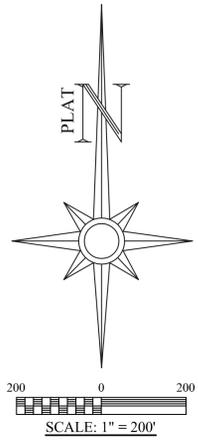
JD COBALT, LLC.
P. O. BOX 397
PECULIAR, MO 64078
FILE No. 482764
BOOK 3482, PAGE 442
AUGUST 24, 2011

TRACT 1, EXCEPT SOUTH 146.5', & ALL OF TRACTS 4, C. PHILLIPS PARK SUBDIVISION, PLAT BOOK 6, PAGE 49.

SIoux CHIEF MANUFACTURING CO., INC.
P. O. BOX 397
PECULIAR, MO 64078
FILE No. 01592
BOOK 1026, PAGE 221
FEBRUARY 29, 1988

S. 146.5' TRACT 1, ALL OF TRACTS 2 & 3, C. PHILLIPS PARK SUBDIVISION, PLAT BOOK 6, PAGE 49.

SIoux CHIEF MFG. CO., INC.
A KANSAS CORPORATION
CORPORATION WARRANTY DEED
BOOK 775, PAGE 114
JANUARY 14, 1983



BASIS OF BEARING
ASSUMED NORTH FROM PLAT OF SURVEY, FILE No. 075131, BOOK RSS, PAGE 70, MAY 23, 1995.



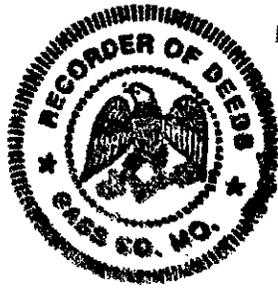
February 6, 2014
DATE

TYPE "A"-RURAL PROPERTY SURVEY

HUFFMAN & ASSOCIATES
Land Surveyors, Inc.
P.O. Box 661
RAYMORE, MISSOURI 64083
(816) 322-4544 / FAX: (816) 331-4030
HUFFMANM@SWBELL.NET

DATE: FEB 06, 2014	DRAWN BY: RJS	Projects\Cass\County\T45 R32 S26 SIoux CHIEF
SCALE: 1" = 200'	CHECKED BY: MIH	T45 R32 S26 SIoux CHIEF.dwg

FILE NUMBER 491086
OR BK 03523 PG 0018
RECORDED 01/06/2012 03:49:30 PM
RECORDING FEE 30.00
NIKE MEDSKER, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



H H

Hight & Associates, Land Titles, Inc.
File No. H4273

THIS IS NOT A CERTIFIED COPY.

Missouri General Warranty Deed

This Indenture, Made on 6th day of January, 2012, by and between

**ROBERT EUGENE DOWNEY AND DEBORAH E. DOWNEY, HUSBAND AND WIFE;
AND JERRY WAYNE DOWNEY AND TERESA F. DOWNEY, HUSBAND AND WIFE,**
as GRANTOR, and

JD COBALT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY,

as GRANTEE, whose mailing address is: **P.O. BOX 397
PECULIAR, MO 64078**

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S successors and assigns, the following described lots, tracts and parcels of land situated in the County of CASS and State of Missouri, to wit:

Part of a tract of land described in Book 849, Page 233, and Book 1313, Page 233 in the office of the Recorder of Deeds in Cass County, Missouri, being part of the Northeast Quarter of the Southeast Quarter of Section 26, and part of the Northwest Quarter of the Southwest Quarter of Section 25, in Township 45, Range 32, Cass County, Missouri, described as:

Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 26, aforesaid, run thence North 01 degree 01 minutes 04 seconds West along the East line of said Quarter Quarter Section, 625.07 feet to the true point of beginning of the tract to be described; thence South 89 degrees 34 minutes 45 seconds West, 848.85 feet; thence North 01 degree 01 minutes 04 seconds West, 655.12 feet; thence North 89 degrees 34 minutes 45 seconds East, 634.70 feet to a point on the West right-of-way line of Peculiar Drive as now located; thence South 27 degrees 23 minutes 12 seconds East along said right-of-way line, 735.00 feet; thence South 89 degrees 34 minutes 45 seconds West, 112.32 feet to the true point of beginning.

THIS IS NOT A CERTIFIED COPY.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S successors and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S successors and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.

Robert Eugene Downey
ROBERT EUGENE DOWNEY

Deborah E. Downey
DEBORAH E. DOWNEY

Jerry Wayne Downey
JERRY WAYNE DOWNEY

Teresa F. Downey
TERESA F. DOWNEY

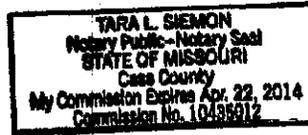
In The State of Missouri, County of Cass, on this 16th day of January, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **ROBERT EUGENE DOWNEY AND DEBORAH E. DOWNEY, HUSBAND AND WIFE; AND JERRY WAYNE DOWNEY AND TERESA F. DOWNEY, HUSBAND AND WIFE** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Tara L. Siemon

TARA L. SIEMON
Notary Public

My Term Expires: _____



THIS IS NOT A CERTIFIED COPY.

3

Reserved for Recorder of Deeds

Missouri Warranty Deed

STATE OF MISSOURI } Recorder's Office
COUNTY OF LANS }
I hereby certify that this instrument of writing was
filed for record on this 29th day of February
1988 at 3 o'clock 32 minutes P.M.
and recorded in book 1026 page 221
Given under my hand and official seal.

John H. Hahler Recorder

RECORDING FEE \$ 5.00
STATE USER FEE \$ 3.00

This Indenture, Made on the 29th day of February A. D., One Thousand Nine Hundred and Eighty-Eight by and between

CLINTON CHARLES PHILLIPS & SHIRLEY F. PHILLIPS,
His Wife
of the County of Cass, State of Missouri parties of the first part, and
SIOUX CHIEF MANUFACTURING CO., INC.

of the County of Cass, State of Missouri parties of the second part.

(Mailing address of said first named grantee is P.O. Box 397 Peculiar, Mo. 64078).

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS to them paid by said parties of the second part (receipt of which is hereby acknowledge), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part their heirs and assigns, the following described lots, tracts and parcels of land lying, being and situate in the County of CASS and State of Missouri, to wit:

TRACT I:
All of Tract I, except the South 146.5 feet thereof, in C. PHILLIPS PARK, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, filed in Plat Book 6, Page 49.

TRACT II:
Tract 4, in C. PHILLIPS PARK, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 49.

Subject to easements, reservations, restrictions and covenants, now of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its successors heirs and assigns forever; the said parties of the first part hereby covenanting that they lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim, and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its successors heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Clinton Charles Phillips (SEAL) *Shirley F. Phillips* (SEAL)

(SEAL) *Shirley F. Phillips* (SEAL)

In the State of Missouri, County of Cass, on this 29th day of February, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clinton Charles Phillips & Shirley F. Phillips, His Wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the said parties further declared themselves to be unmarried.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

SHERRY L. BOLES
Notary Public - State of Missouri
Commissioned in Cass County
My Commission Expires May 16, 1991

Sherry L. Bole
Notary Public

THIS IS NOT A CERTIFIED COPY

LHS 5176

1026

DECEASED

521

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Board of Aldermen
From: Clifford L. McDonald
Date: March 17, 2014
Re: Proposed Involuntary Annexation of Four (4) Tracts of Property Adjacent to Existing City of Peculiar City Limits

GENERAL INFORMATION

Applicant: BOA

Status of Applicant: N/A

Requested Actions: Proposed Involuntary Annexation of Four (4) Tracts of Property into the City Limits of the City of Peculiar

Date of Application: March 3, 2014

Purpose: To Annex Adjacent and “Isand” Properties which have City Services and Utilities Readily Available Into the City Limits of the City of Peculiar In Accordance With the City’s 3, 8 and 13 Year Annexation Plan.

Property Location (if applicable): Four (4) Tracts of Land Proposed for Annexation

PROPOSAL

Review and Consideration by the BOA of the Resolutions which approve the Intent to Annex and Call for the Election to Approve the Annexation of the Four (4) Tracts of Land for the August 5th, 2014 Election.

PREVIOUS ACTIONS

NONE

KEY ISSUES

It is the belief of City Staff that one of the keys to Peculiar’s growth will be land use decisions that are designed to not only make the City an attractive place to live, but also to engage in business. It is important that the City be able to control growth in an orderly and desirable manner both for the impact upon the City’s infrastructure and our residents.

Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, within Peculiar’s City Limits and therefore subject such lands to the City’s zoning and land use regulations as established by ordinance. To accomplish this goal, City staff is requesting the Board of Aldermen to approve the beginning of an annexation process designed to annex four (4) key tracts of property In-accordance-with the City’s 3, 8 & 13 Year Annexation Plan. Attached hereto are maps showing the numbered tracts which comprise this annexation effort referenced as tracts 1, 2, 3 and 4.

The Board of Aldermen are being presented the Resolution stating the City of Peculiar’s Intent to Annex and the Resolution calling for and Election to approve the Annexation for your review and consideration. The City of Peculiar will have a number of actions to complete and deadlines it must meet to prepare for the August election and ensure the annexation process required by Missouri State Statute is followed. If the Board of Aldermen approve the Intent to Annex these Four (4) Tracts of property the sequence of events for this annexation process will be as outlined on the attached Annexation Timeline dated February 6, 2014:

STAFF COMMENTS AND SUGGESTIONS

City Staff is working closely with our City Attorney to ensure all required steps will be addressed and completed on-time.

STAFF RECOMMENDATION

Board of Aldermen review the Proposed Annexation Resolutions as presented and consider approval.

ATTACHMENTS

- (1) Resolution of Intent to Annex
- (2) Resolution Calling for Election
- (3) Map of Tract 1
- (4) Map of Tract 2
- (5) Map of Tract 3
- (6) Map of Tract 4

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

RESOLUTION 2014-11

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI CALLING FOR AN ELECTION ON THE ANNEXATION OF CERTAIN UNINCORPORATED AREAS.

WHEREAS, a public hearing concerning the annexation of certain unincorporated areas to the City of Peculiar, Missouri, will be held on the 5th day of May, 2014, at 6:30 p.m. in City Hall (250 S. Main Street) of the City of Peculiar, Missouri, at which hearing will be presented the *Plan of Intent* (and evidence in support thereof) regarding the proposed annexation; and

WHEREAS, after the public hearing, the Board of Aldermen of the City of Peculiar will consider whether to adopt an ordinance to annex the unincorporated areas, which will be the subject of said hearing; and

WHEREAS, prior to the annexation, the City of Peculiar will file a declaratory judgment action with the Cass County Circuit Court, which will adjudicate the issue of whether the proposed annexation of the unincorporated areas is reasonable and necessary to the proper development of the City of Peculiar, Missouri.

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

SECTION I. A proposition to extend the city limits of the City of Peculiar, Missouri, so as to embrace and include all that territory located in the County of Cass, Missouri, and as described on the deeds attached hereto as Exhibits A–F, shall be submitted to the voters of the City of Peculiar, Missouri, and to the voters of unincorporated territory subject to the annexation proceedings of the City of Peculiar, Missouri. An election shall be held and conducted for these 4 (four) areas on Tuesday, the 5th day of August, 2014, at the polling places as selected by the Cass County Election Authority for the conduct of the election held on said date. The returns of the election on this proposition shall be made at the same time, and in the same manner, and shall be canvassed and the results declared in all respects in accordance with the laws of the State of Missouri and with all ordinances of said City of Peculiar, Missouri.

SECTION II. The City Clerk is authorized and directed to prepare and cause to be furnished to the Cass County Election Authority, for publication in a newspaper published and of general circulation in the County of Cass, Missouri, a certified copy of the notice of election. The legal publication shall describe the area located in the County of Cass to be embraced and included by the extension in substantially the following form:

NOTICE OF ANNEXATION ELECTION

Notice is hereby given that at an election to be held in the City of Peculiar, Missouri, and certain territory located in the County of Cass, Missouri, on Tuesday, the 5th day of August, 2014, there will be submitted to the qualified electors of those 4 (four) areas the following proposition:

PROPOSITION

Shall the city limits of the City of Peculiar, in the County of Cass, State of Missouri, be extended so as to embrace and include all the unincorporated areas lying within the following boundary lines and found in the County of Cass:

Tract 1

LOTS 7 AND 8, FLYNN'S SUBDIVISION, A SUBDIVISION IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 2, PAGE 72, EXCEPT THAT PART IN U.S. HIGHWAY 71 AND THAT PART WEST OF SAID HIGHWAY.

Tract 2

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE DUE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 249.45 FEET; THENCE SOUTH 2 DEGREES 09 MINUTES 05 SECONDS EAST, A DISTANCE OF 470.18 FEET; THENCE DUE WEST, A DISTANCE OF 255.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 1 DEGREES 38 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 470.00 FEET TO THE POINT OF BEGINNING EXCEPT THAT PART ON THE NORTH TAKEN FOR MISSOURI STATE ROUTE YY RIGHT OF WAY.

Tract 3

ALL OF SECTION 16, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N87°21'29"W ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 884.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N87°21'29"W ALONG SAID SOUTH LINE ALSO BEING THE CENTERLINE OF 227th STREET, A DISTANCE OF 1824.35 FEET TO THE SOUTHWEST CORNER OF SECTION 16; THENCE N02°20'23"E ALONG THE WEST LINE OF SECTION 16, ALSO BEING THE CENTERLINE OF SOUTH HARPER ROAD, A DISTANCE OF 1087.45 FEET TO THE SOUTHWEST CORNER OF PARCEL DESCRIBED IN BOOK 2927 AT PAGE 791; THENCE S86°58'22"E, A DISTANCE OF 208.71 FEET; THENCE N02°20'23"E, A DISTANCE OF 208.71 FEET; THENCE N86°58'22"W, A DISTANCE OF 208.71 FEET TO A POINT ON THE WEST LINE OF SECTION 16; THENCE N02°20'23"E, ALONG SAID WEST LINE, A DISTANCE OF 28.21 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE S87°23'46"E ALONG THE NORTH LINE OF SAID QUARTER, QUARTER, A DISTANCE OF 1353.08 FEET TO NORTHEAST CORNER OF SAID

QUARTER, QUARTER SECTION 16; THENCE N02°17'11"E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 1376.32 FEET TO A POINT ON THE SOUTH LINE OF PARCEL DESCRIBED IN BOOK 1197 AT PAGE 213; THENCE S87°26'04"E, ALONG SAID SOUTH LINE AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 2028.33 FEET TO THE SOUTHEAST CORNER OF PARCEL DESCRIBED IN BOOK 1927 AT PAGE 104; THENCE S02°09'42"W ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1877.36 FEET TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN BOOK 3323 AT PAGE 341; THENCE N87°50'18"W, FOLLOWING ALONG SAID DEED, A DISTANCE OF 427.27 FEET; THENCE S56°55'26"W, A DISTANCE OF 125.00 FEET; THENCE S58°05'19"W, A DISTANCE OF 50.01 FEET; THENCE S49°23'48"W, A DISTANCE OF 137.96 FEET; THENCE N40°36'12"W, A DISTANCE OF 117.91 FEET; THENCE N89°14'47"W, A DISTANCE OF 108.42 FEET; THENCE S71°56'15"W, A DISTANCE OF 123.39 FEET; THENCE S12°54'53"E, A DISTANCE OF 82.97 FEET; THENCE S0758'12"E, A DISTANCE OF 80.95 FEET; THENCE S03°08'35"W, A DISTANCE OF 79.08 FEET; THENCE S01°21'53"W, A DISTANCE OF 77.02 FEET TO A POINT ON THE NORTH LINE OF HARPER FARM ADDITION; THENCE N87°21'29"WEST, ALONG SAID NORTH LINE, A DISTANCE OF 311.35 FEET TO THE NORTHWEST CORNER OF SAID ADDITION; THENCE S02°13'59"W, ALONG THE WEST LINE OF SAID ADDITION, A DISTANCE OF 49.03 FEET TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN BOOK 3215 AT PAGE 885; THENCE N87°21'29"W, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 302.08 FEET TO THE TRUE POINT OF BEGINNING. THIS TRACT CONTAINS 145 ACRES, MORE OR LESS. EXCEPT FOR THOSE AREAS USED FOR ROAD RIGHT OF WAYS AS NOW ESTABLISHED.

Tract 4

ALL OF TRACT 1, 2, 3, & 4, IN C. PHILLIPS PARK, A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 6, PAGE 49, AND ALL THAT PART OF THE ABANDONED RAIL ROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 1313, PAGE 233 ON JULY 30, 1993 LYING NORTH EASTERLY OF AND ADJACENT TO C. PHILLIPS PARK SUBDIVISION AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI, AND ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, ALL BEING IN TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER SAID SECTION 26; THENCE NORTH 01 DEGREES 01 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF SECTION 26, A DISTANCE OF 1330.95 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SAID SECTION 26, ALSO BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER, QUARTER, A DISTANCE OF 1093.86 FEET; THENCE NORTH 11 DEGREES 36 MINUTES 17 SECONDS WEST, A DISTANCE OF 637.14 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A LINE 625.04 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF

NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 26, A DISTANCE OF 362.07 FEET; THENCE NORTH 01 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 655.12 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A LINE 1280.12 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 634.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PECULIAR DRIVE AS NOW LOCATED; THENCE SOUTH 27 DEGREES 23 MINUTES 12 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 735.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 112.32 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE SOUTH 01 DEGREES 01 MINUTES 04 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 625.07 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 96 ACRES, MORE OR LESS.

Said election will be held on the date aforesaid at the polling place as selected by the Cass County Election Authority for the conduct of the election held on said date.

The polls of the election will be kept open from 6 a.m. until 7 p.m. local time on said 5th day of August, 2014.

All persons who are legal voters and who have registered before 5:00 p.m. on the fourth Wednesday before the election is to be held will be entitled to vote at the election.

Given under my hand and corporate seal of the City of Peculiar, Missouri, this ____ day of _____, 20____.

Nick Jacobs, City Clerk of Peculiar, Missouri

Which notice shall be published in accordance with the requirements of the Comprehensive Election Act of 1977, Section 115.001 to 115.641 RSMo.

SECTION III. Passed and adopted by the Board of Aldermen of the City of Peculiar, Missouri, this ___ day of _____, 2014.

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

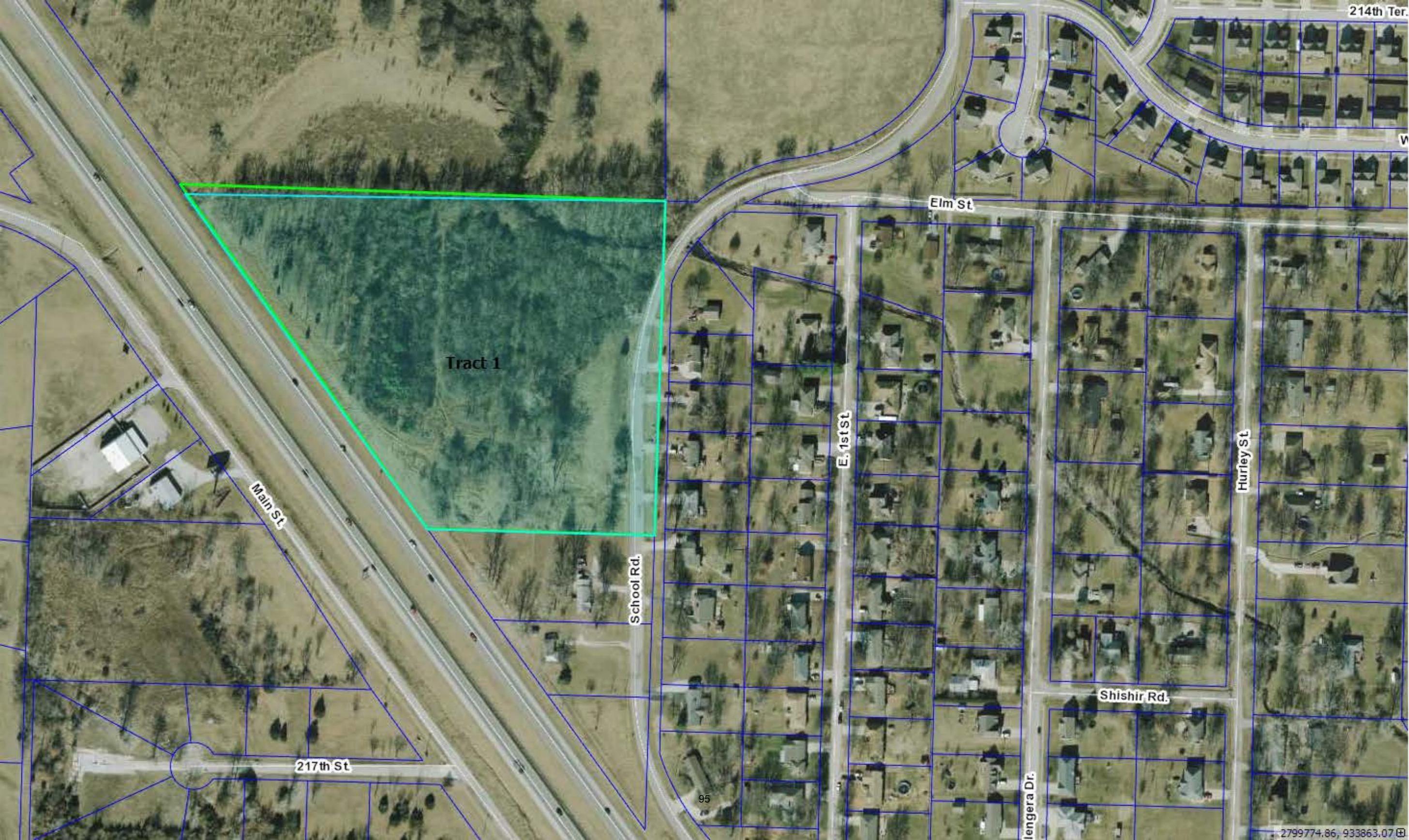
Alderman Gallagher	_____	Alderman Dunsworth	_____
Alderman Fines	_____	Alderman Turner	_____
Alderman Ray	_____	Alderman Stark	_____

Approved:

Attest:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk



Tract 1

Main St

School Rd.

E. 1st St

Elm St

Hurley St

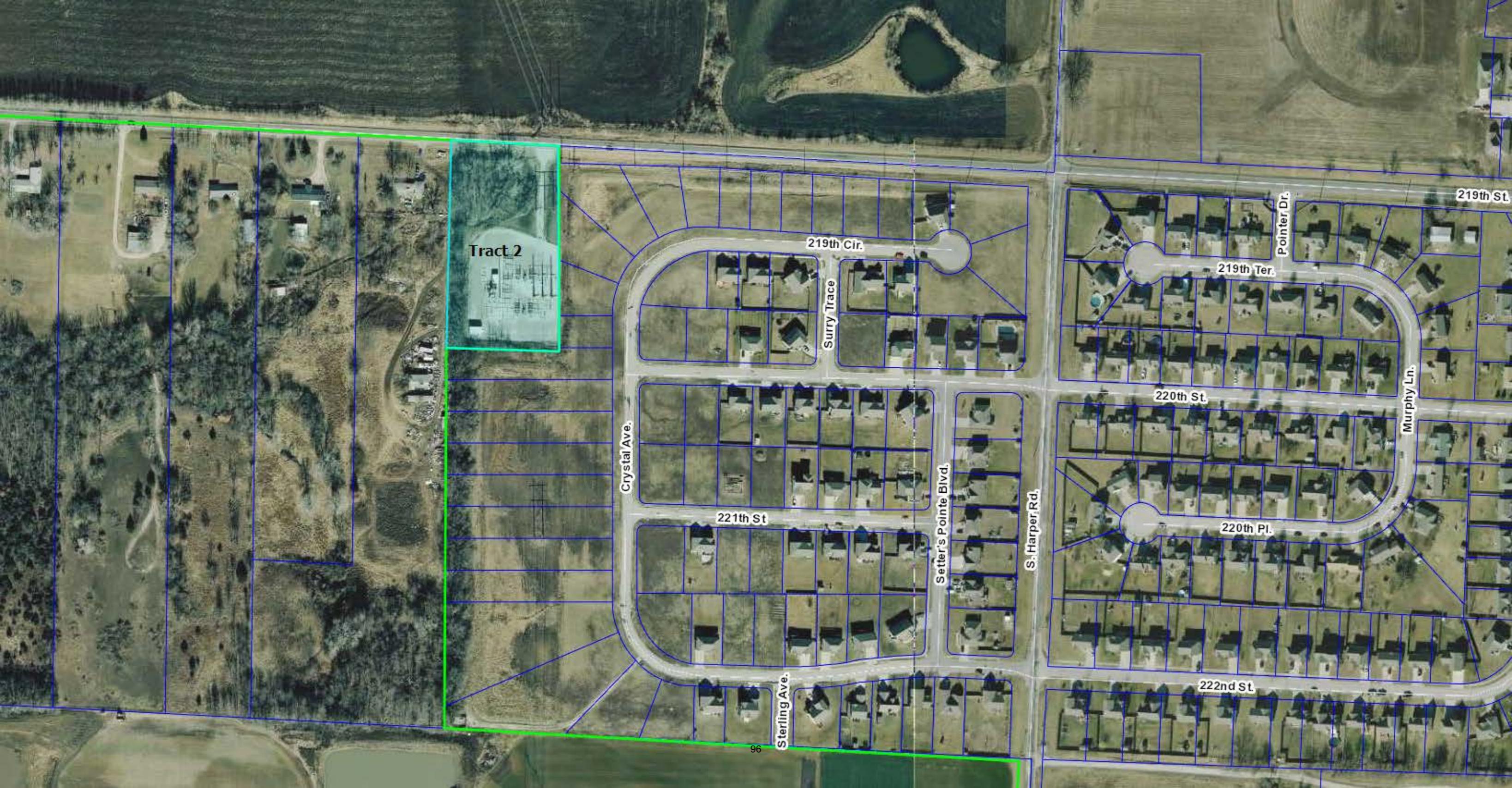
Shishir Rd.

Iengera Dr.

217th St

214th Ter.

95



Tract 2

Crystal Ave.

219th Cir.

Surry Trace

219th Ter.

Pointer Dr.

219th St.

220th St.

Murphy Ln.

221th St

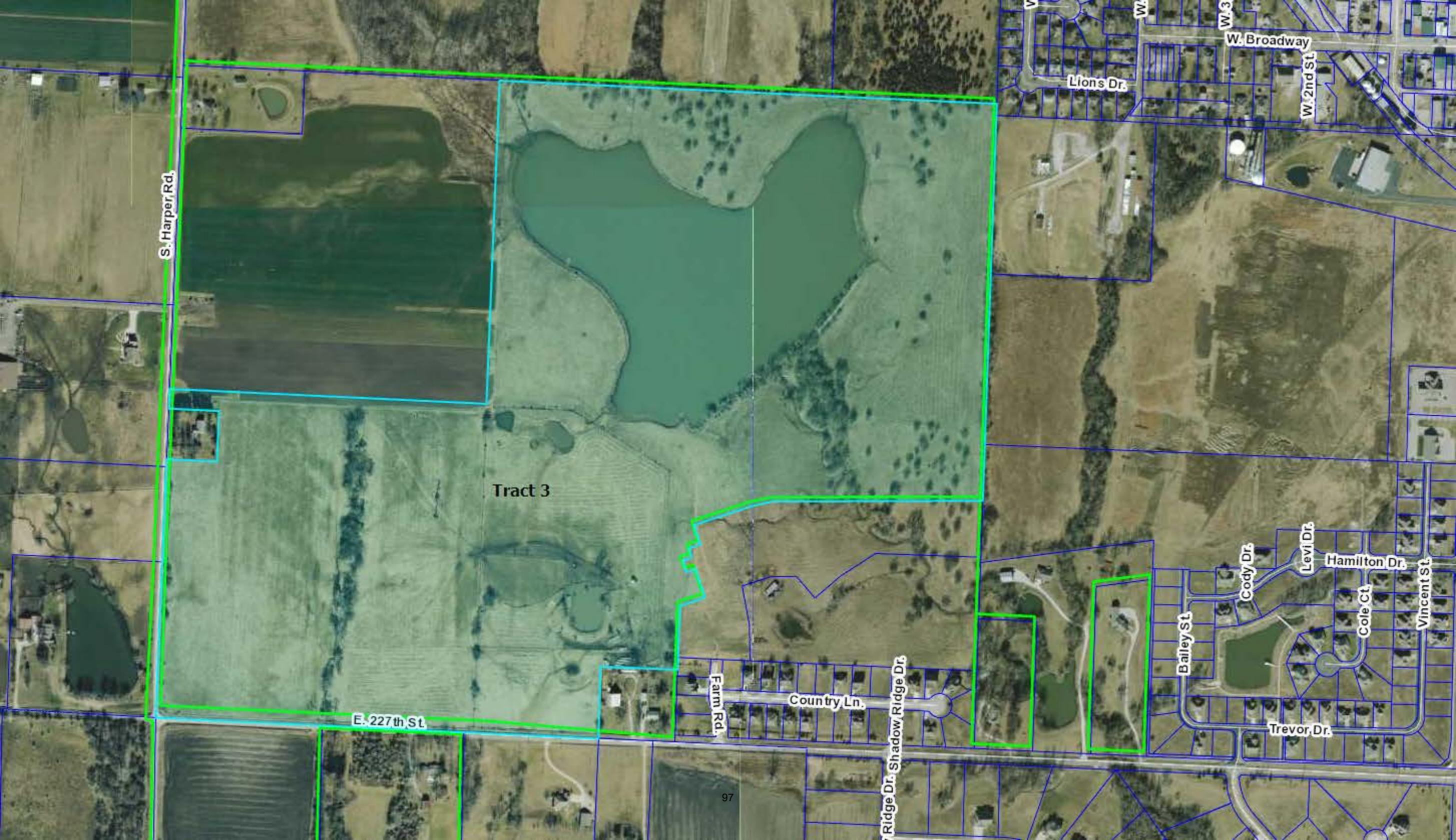
Setter's Pointe Blvd.

S. Harper Rd.

220th Pl.

222nd St.

Sterling Ave.



S. Harper Rd.

Tract 3

E. 227th St.

Farm Rd.

Country Ln.

Ridge Dr. Shadow Ridge Dr.

Lions Dr.

W. Broadway

W. 2nd St

W. 3

Bailey St

Cody Dr.

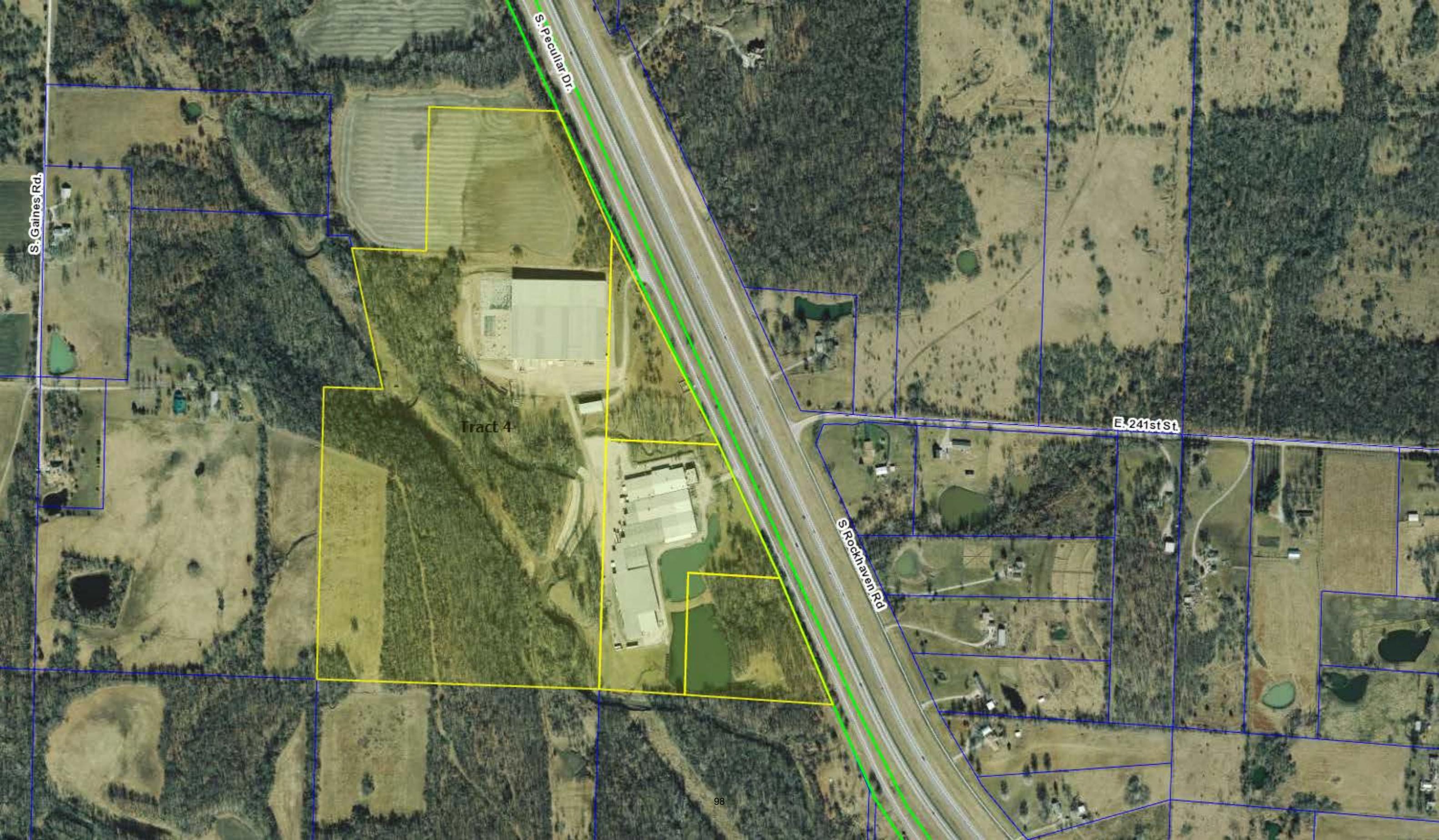
Levi Dr.

Hamilton Dr.

Cole Ct.

Vincent St.

Trevor Dr.



S. Gaines Rd.

S. Peculiar Dr.

Tract 4

E. 241st St.

S. Rockhaven Rd.

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Mayor and Board of Aldermen
From: Carl Brooks, City Engineer and Nathan Musteen, Parks & Recreation Director
Date: 03/13/2014
Re: RFP 2014-03 Contract for Mowing & Edge Trimming for City Properties

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution No. 2014-12
Purpose: Enter into Agreement with Excalibur Contracting.
Property Location: Seven (7) City Parks, City Properties and Right-of-Way

PROPOSAL

City staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Excalibur Contracting for *Mowing and Edge Trimming for City Properties* for the calendar year 2014. Staff is proposing additional resolutions and agreements (under separate cover) for park maintenance; and snow removal and ice control.

PREVIOUS ACTIONS

Excalibur Contracting was under contract with the City in 2013 for mowing of the parks and they also assisted Codes Enforcement Staff with mowing violations as defined in the City's Property Maintenance Code.

KEY ISSUES

We received bids on February 25, 2014, from six (6) mowing and lawn care companies (bid summary also attached). Excalibur Contracting was the low bid with figures of \$1,430.00 either for each mow or for each application as described in the bid summary for the City's six (6) established parks, for the undeveloped park (66-acre) along Harper Road, all and inclusive of Public Works properties, and Right-of-way's. The contract would run from March 18, 2014, through March 17, 2015. However, at the close of this Period of Service, the City may, at its option, enter into negotiations with the Excalibur Contracting for a renewal of this Contractual Agreement for the time period March 18, 2015, through March 17, 2016; and an additional year for the time period March 18, 2016, through March 17, 2017.

STAFF RECOMMENDATION

Staff recommends approval of an agreement with Excalibur Contracting. This information and an agreement were presented to the City's Park Board on Monday, March 10, 2014 for discussion and the Park Board's recommendation. Park Board recommended approval of the mowing contract City staff will bring an agreement and resolution to the Board of Alderman's meeting on Monday, March 17, 2014. As you may know, Excalibur Contracting has been our mowing contractor and has closely worked with City staff over the past three (3) mowing seasons. City staff believes that Excalibur Contracting has performed well and above average over the past three mowing seasons; and would report good performance by the contractor. Excalibur Contracting has also been the City's Park Maintenance contractor over that same time period.

ATTACHMENTS

The bid tab, agreement and resolution are attached for your review.

**CITY OF PECULIAR
CONTRACTUAL AGREEMENT**

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Contractor agrees to accept and be bound by the following terms and requirements in any resulting contract:

THIS AGREEMENT is between the City of Peculiar, Missouri, a city of the fourth class hereinafter referred to as CITY, and Excalibur Contracting, a corporation in good standing under the laws of the state of Missouri located at 1907 Christopher Street, Harrisonville, MO 64701, hereinafter referred to as CONTRACTOR;

WHEREAS, CITY requires professional services for MOWING and EDGE TRIMMING for CITY PROPERTIES and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____, 2014.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Mowing and edge trimming shall be performed weekly during the heavy growing seasons except for “private properties” which are on an as need basis. In periods of dry weather, the mowing frequency will be lessened to an approximate eight (8) to fourteen (14) calendar day period. Mowing and trimming shall not occur before March 1, 2014 or after November 1, 2014 unless specifically requested by the City of Peculiar Public Works Department and/or Peculiar Parks and Recreation Department. CONTRACTOR shall furnish all labor, tools, equipment and supervision for the performance of all operations defined herein. The services provided shall include mowing all designated areas and edge trimming around all permanent structures in the designated areas, including but not limited to buildings, structures, trees, fence lines, sidewalks, curbs, planting beds, parking areas, playground equipment, athletic field equipment, fire hydrants and all utility service materials and equipment. The services shall also include the blowing of all grass clippings off sidewalks, parking areas, landscaped areas, mulch beds and any other non-turf areas. Additional work preferences are addressed within the listed areas in the Scope of Work operations. The contract scope includes these operations:

A) City Parks

<u>City Park</u>	<u>Mowing Area (approximate acreage)</u>
Peace	0.62
Mayor’s	1.67
McKernan	3.21
Shari Drive	3.79
City Lake	9.04
Raisbeck*	14.02*
Athletic Fields	
Park Areas	
Peculiar**	~12**
Parking Areas	
Athletic Field Areas	

Walking Trail

* Raisbeck Park shall be separated into two (2) parts and will include mowing and edge trimming.

- 1) Athletic Fields
- 2) Park Areas

- 1) Athletic Fields – The designated athletic fields will be listed as a “Per Mow” cost basis. Construction of the athletic fields may prevent mowing until later in the 2014 season. During seasonal sports leagues and athletic play, the athletic fields may, at the Park Directors preference, be mowed up to two (2) times per week depending on turf growth rate.
- 2) Park Areas – includes all other grass areas on the property and should be included in the “per mow” cost basis with the five (5) other developed parks.

** Plans for Peculiar Park beginning in the spring of 2014 will provide practice soccer field areas, parking areas and a continuous trail measuring approximately two (2) miles. The athletic fields and parking areas will be maintained on an as-need basis; a cost per area per mow is requested. Portions of the trail are maintained utilizing a weekly mow. There will be no edge trimming or blowing of grass clippings associated with this park. The designated areas listed below will be listed as a “Per Mow” cost basis.

- 1) Athletic Field Areas
- 2) Parking Areas
- 3) Walking Trail

B) Private Properties

The CONTRACTOR shall perform the same tasks on various private properties within the City on an as-needed basis. Said private property maintenance may be the result of citations issued to the property owner(s) by the Codes Enforcement Officer for violations of the Property Maintenance Code. In such instances, the CONTRACTOR shall study the subject property and provide a price to the CITY based upon a one-time performance of the stated tasks. The CONTRACTOR shall bill the CITY immediately following the completion of work, and the billing shall not be part of the regular monthly billing described in Attachment No. 2 under COMPENSATION. Should the CONTRACTOR arrive at the subject private property for performance of its tasks and find that it has already been mowed by others, the CITY shall pay the CONTRACTOR \$50.00 for mobilization expenses incurred; said \$50.00 shall be billed to the CITY as described in this paragraph.

C) City Hall / Public Works

The Contractor will perform mowing and edge trimming for the following properties listed below. Work shall be performed specifically under the direction of the Public Works Supervisor or City Engineer. The two (2) location areas will be estimated as a “Per Mow” cost basis.

- a. City Hall: 250 S Main St
Peculiar, MO 64078
- b. Public Works: 594 and 600 Schug Ave
Peculiar, MO 64078

D) Police Department Storage Facility

The Contractor will perform mowing and edge trimming for the following property listed below. Work shall be performed specifically under the direction of the Public Works Supervisor, City Engineer or Chief of Police. The one (1) area will be estimated as a “Per Mow” cost basis.

- a. PD Storage Facility: 22715 Joe Holt Parkway
Peculiar, MO 64078

E) City “ROW – Right of Way”

The Contractor will perform mowing and edge trimming along approximately 24,000 lineal feet of City Right Of Way. Work shall be performed specifically under the direction of the Public Works Supervisor or City Engineer. The ROW areas will be estimated as a “Per Mow” cost basis.

F) Wastewater Division of Public Works Department – Treatment Plant and Lift Station Areas

The Contractor will perform mowing and edge trimming for the Wastewater Division of Public Works Department. The Wastewater Division has one (1) treatment plant and nine (9) lift station areas to be estimated as a “Per Mow” cost basis for the total properties listed below:

Wastewater Treatment Plant (approx. 5 acres)	23119 SE Outer Road
Sewage Lift Station - Sutler’s Creek (Mayor’s Park)	10712 E. Maple
Sewage Lift Station - Setter's Point	22108 Crystal Ave
Sewage Lift Station - East Lift Station	13603 E 223rd St
Sewage Lift Station - C Highway Lift Station	22824 State Rte C
Sewage Lift Station - Olive Branch	20906 Larkspur Dr
Sewage Lift Station - Sioux Chief	24110 S Peculiar
Sewage Lift Station - RV Park	22901 SE Outer Rd
Sewage Lift Station - North Pointe	213th & Peculiar Dr
Sewage Lift Station - Peculiar Ind. Park	22825 Joe Holt

G) Water Works Division of Public Works Department, Properties

The Contractor will perform mowing and edge trimming for the Waste Water Division of Public Works Department. The Water Works Division has four (4) areas to be estimated as a “Per Mow” cost basis per property and a “Per Application” cost basis per soil sterilant application.

Mowing Sites:

- MM #1: Southwest corner of 211th Street & Harper Rd.
- MM #2: Northeast corner of 211th Street & Peculiar Dr.
- MM #3: Northeast corner of Peculiar Dr. & Sienna Dr.
- Water Tower: 371 W. South St.

Mowing Specifications:

- Mow all sites weekly.
- Starting for the first time when the grass reaches five (5) inches.
- Modify the mowing schedule when the weather slows the growing process then every 2-3 weeks.
- When mowing, trim around structures, material and fences

Spray Soil Sterilant:

- Twice a year, first and last mowing around fences
- Only at Water Tower site

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

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

ARTICLE 4 - PERIOD OF SERVICE

The period of service shall be March 18, 2014 through March 17, 2015. At the close of this Period of Service, the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period March 18, 2015 through March 17, 2016, and an additional year for the time period March 18, 2016 through March 17, 2017.

ARTICLE 5 - COMPENSATION

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

A) City Parks:

\$495.00 "per mow" for six (6) developed City parks
(Peace / McKernan / Mayor’s / Shari Dr. / City Lake / Raisbeck Park Areas)

\$65.00 “per mow” for the Raisbeck Athletic Fields

\$85.00 “per mow” total for the Peculiar Park Athletic Fields, parking & trail areas
\$25.00 “athletic field areas”
\$25.00 “parking areas”
\$35.00 “trail”

B) Private Properties

\$ TBD (To Be Determined) The CONTRACTOR shall study the subject property and provide a price to the CITY based upon a one-time performance of the stated tasks.

C) City Hall / Public Works

\$45.00 “per mow” for City Hall, 250 South Main Street

\$65.00 “per mow” for Public Works, 594 and 600 Schug Avenue

D) Police Department Storage Facility

\$25.00 “per mow” for PD Storage Facility, 22715 Joe Holt Parkway

E) ROW – Right of Way Areas

\$150.00 “per mow” for the 24,000 Linear Feet of City Right of Way
\$120.00 “per mow of the City of Peculiar ROW (six (6) sites) mowing limits of approximately 84,000 square feet.”

F) Wastewater Division of the Public Works Department, Treatment Plant and Lift Stations

\$65.00 “per mow” for the One (1) Treatment Plant Property

\$135.00 “per mow” for the Nine (9) Lift Station Properties
G) Water Division of the Public Works Department, Properties

\$ N/A “per mow” for the MM#1: Southwest corner of 211th and Harper Road

\$25.00 “per mow” for the MM#2: Northeast corner 211th and Peculiar Dr.; around the meter lid and approximately 100- 200 square feet.

\$25.00 “per mow” for the MM#3: Northeast corner of Peculiar Dr. and Sienna Dr.; around the meter lid and approximately 100- 200 square feet.

\$35.00 “per mow” for the Water Tower: 371 West South Street

\$35.00 “per application” for the Water Tower: 371 West South Street

\$25.00 “per application“ for the County Barn: Trackside

\$35.00 “per application“ for the old three-legged Water Tower : W. First Street

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY. Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY'S payment terms are net thirty (30) days. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice.

ARTICLE 6 - BOND

The CONTRACTOR shall furnish a surety bond in the amount of \$20,000 as security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY. Expenses related to the surety bond shall be the responsibility of the CONTRACTOR.

ARTICLE 7 - PERMITS AND LICENSES

The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) shall procure a City of Peculiar Occupation License. CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subcontractors. The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 8 - CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the compensation or period of service stated in this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, period of service, or both, and will reflect such adjustment in a change order. All change orders shall be in writing and approved by CITY'S representative.

ARTICLE 9 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 10 - INSURANCE

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

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence, disease, accident limit.
- (2) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.
- (3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. All subcontractors shall be required to include CITY and CONTRACTOR as additional insured's on their General Liability insurance policies, and shall be required to indemnify CITY and CONTRACTOR to the same extent. Should the CONTRACTOR hire a subcontractor for performance of the General Maintenance tasks, said subcontractor shall maintain the same minimum insurance listed above.

ARTICLE 11 - DELAY IN PERFORMANCE

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

ARTICLE 12 - TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed till the date of the termination by the CITY or suspension expenses. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, CITY shall have the right to terminate this contract immediately upon written notice to CONTRACTOR.

ARTICLE 13 – WAIVER

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

ARTICLE 14 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - THIRD PARTY RIGHTS

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

ARTICLE 18 - INDEPENDENT CONTRACTORS

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

ARTICLE 19 – AUDIT

CONTRACTOR agrees that the CITY, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this AGREEMENT have access to and the right to examine and copy any

pertinent books, documents, papers and records of the CONTRACTOR involving transactions related to this AGREEMENT.

ARTICLE 20 - MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this contract. If any such change causes an increase or decrease in the compensation or period of service of this contract, the CONTRACTOR shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the compensation or period of service or both, by written modification of the contract. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the contract as changed.

ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

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

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

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

CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States."

ARTICLE 22 - COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the state of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances, and regulations applicable to the work and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract. For any dispute that may arise out of this contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 23 - COMMUNICATIONS

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

Contractor: Excalibur Contracting _____ (Business/Organization Name)
 Mike Johnson _____ (Owner Name)
 1907 Christopher Street _____ (Address)
 Harrisonville, MO 64701 _____ (City, State, Zip)
 816-738-4031 _____ (Telephone)
 excaliburcontracting5@yahoo.com (Email)

City: **City of Peculiar, MO**
 Carl M. Brooks, P.E. City Engineer or Nathan Musteen, Parks & Recreation Director
 250 South Main
 Peculiar, MO 64078
 816-779-2228 or 816-779-2225

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

ARTICLE 24 - SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects. If such agreements are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

ARTICLE 25 – ENTIRE AGREEMENT

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

ARTICLE 26 - SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this AGREEMENT for any reason: Compensation (if any payment obligations exist); Permits and Licenses; Liability and Indemnification; Waiver; Severability; Assignment; Independent Contractors; Governing Law; Entire Agreement; Survival of Terms.

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

The City of Peculiar, Missouri

Contractor

By: _____

By: _____

Ernest Jungmeyer

Title: _____ Mayor _____

Title: _____

Date: _____

Date: _____

RESOLUTION 2014-12

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EXCALIBUR CONTRACTING FOR THE PURPOSES OF MOWING AND EDGE TRIMMING FOR CITY PROPERTIES IN PECULIAR, MISSOURI

WHEREAS, the Board of Aldermen and Park Board decided in 2007 to remove mowing and edge trimming of City parks from the duties of the Public Works Department and place them under a private contractor, and;

WHEREAS, for the mowing seasons of 2008 – 2013, these duties were successfully performed in this privatized fashion, and;

WHEREAS, the 2013 contractor, Excalibur Contracting of Harrisonville, Missouri; and the City Staff have negotiated the terms of an agreement; and

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

Section 1: The Mayor is authorized to execute the referenced agreement with Excalibur Contracting

Section 2: *Effective Date.* The effective date of this resolution shall be the 17th day of March, 2014.

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

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

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk

CONTRACT FOR: Mowing and Edge Trimming
 PROJECT NO: RFP 2014-03

DATE 2/25/2014 UNOFFICIAL ITEMIZED BID TAB

ITEM NO	DESCRIPTION	Resource Service Solutions, LLC				Excalibur Contracting				KMT Services, LLC				Integrity Tree Care				Forever Green Professional Lawn Care				U.S. Lawn SCHEDULE
		SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	
UNIT	UNIT PRICE	UNIT	UNIT PRICE			UNIT	UNIT PRICE			UNIT	UNIT PRICE			UNIT	UNIT PRICE			UNIT	UNIT PRICE			UNIT
1	For six (6) developed City Parks: (Peace / McKernan / Mayor's / Shari Dr. / City Lake / Raisbeck Park Areas)	EA MOW	\$1,294.000	1	\$1,294.00	EA MOW	\$495.000	1	\$495.00	EA MOW	\$860.00	1	\$860.00	EA MOW	\$1,258.95	1	\$1,258.95	EA MOW	\$695.00	1	\$695.00	EA MOW
2	For the Raisbeck Athletic Fields	EA MOW	\$175.00	1	\$175.00	EA MOW	\$65.00	1	\$65.00	EA MOW	\$375.00	1	\$375.00	EA MOW	\$239.05	1	\$239.05	EA MOW	\$175.00	1	\$175.00	EA MOW
3	For the Peculiar Park Athletic Fields, parking & trail areas	EA MOW	\$480.00	1	\$480.00	EA MOW	\$85.00	1	\$85.00	EA MOW	\$450.00	1	\$450.00	EA MOW	\$388.60	1	\$388.60	EA MOW	\$350.00	1	\$350.00	EA MOW
4	"athletic field areas"	EA MOW	\$158.67	1		EA MOW	\$25.00	1		EA MOW	\$200.00	1		EA MOW	\$177.45	1		EA MOW	\$150.00	1		EA MOW
5	"parking areas"	EA MOW	\$161.67	1		EA MOW	\$25.00	1		EA MOW	\$125.00	1		EA MOW	\$171.15	1		EA MOW	\$100.00	1		EA MOW
6	"trail"	EA MOW	\$159.66	1		EA MOW	\$35.00	1		EA MOW	\$125.00	1		EA MOW	\$40.00	1		EA MOW	\$100.00	1		EA MOW
7	The CONTRACTOR shall study the subject property and provide a price to the CITY based upon a one-time performance of the stated tasks.	TBD	\$0.00	1	\$0.00	TBD	\$0.00	1	\$0.00	TBD	\$0.00	1	\$0.00	TBD	\$0.00	1	\$0.00	TBD	\$0.00	1	\$0.00	TBD
8	For City Hall, 250 South Main Street	EA MOW	\$85.00	1	\$85.00	EA MOW	\$45.00	1	\$45.00	EA MOW	\$55.00	1	\$55.00	EA MOW	\$45.00	1	\$45.00	EA MOW	\$75.00	1	\$75.00	EA MOW
9	For Public Works, 594 and 600 Schug Avenue	EA MOW	\$85.00	1	\$85.00	EA MOW	\$65.00	1	\$65.00	EA MOW	\$95.00	1	\$95.00	EA MOW	\$57.40	1	\$57.40	EA MOW	\$100.00	1	\$100.00	EA MOW
10	For PD Storage Facility, 22715 Joe Holt Parkway	EA MOW	\$60.00	1	\$60.00	EA MOW	\$25.00	1	\$25.00	EA MOW	\$40.00	1	\$40.00	EA MOW	\$35.00	1	\$35.00	EA MOW	\$50.00	1	\$50.00	EA MOW
11	For the 24,000 Linear Feet of City Right of Way	EA MOW	\$905.00	1	\$905.00	EA MOW	\$150.00	1	\$150.00	EA MOW	\$315.00	1	\$315.00	EA MOW	\$210.00	1	\$210.00	EA MOW	\$1,550.00	1	\$1,550.00	EA MOW
12	For the City of Peculiar ROW (six (6) sites) mowing limits of approximately 84,000 square feet.	EA MOW	\$650.00	1	\$650.00	EA MOW	\$120.00	1	\$120.00	EA MOW	\$245.00	1	\$245.00	EA MOW	\$140.00	1	\$140.00	EA MOW		1	\$0.00	EA MOW
13	For the One (1) Wastewater Treatment Plant Property	EA MOW	\$355.00	1	\$355.00	EA MOW	\$65.00	1	\$65.00	EA MOW	\$225.00	1	\$225.00	EA MOW	\$175.00	1	\$175.00	EA MOW	\$300.00	1	\$300.00	EA MOW
14	For the Nine (9) Lift Station Properties	EA MOW	\$290.00	1	\$290.00	EA MOW	\$135.00	1	\$135.00	EA MOW	\$180.00	1	\$180.00	EA MOW	\$90.00	1	\$90.00	EA MOW	\$210.00	1	\$210.00	EA MOW
15	For the MM#1: Southwest corner of 211th and Harper Road	No bid			\$0.00	No bid			\$0.00	No bid			\$0.00	No bid			\$0.00	EA MOW	\$15.00	1	\$15.00	No bid
16	For the MM#2: Northeast corner 211 th and Peculiar	EA MOW	\$20.00	1	\$20.00	EA MOW	\$25.00	1	\$25.00	EA MOW	\$15.00	1	\$15.00	EA MOW	\$15.00	1	\$15.00	EA MOW	\$15.00	1	\$15.00	EA MOW
17	For the MM#3: Northeast corner of Peculiar Dr. and Sienna Dr.; around the meter lid and approximately 100-200 square feet.	EA MOW	\$20.00	1	\$20.00	EA MOW	\$25.00	1	\$25.00	EA MOW	\$15.00	1	\$15.00	EA MOW	\$20.00	1	\$20.00	EA MOW	\$15.00	1	\$15.00	EA MOW
18	For the Water Tower: 371 West South Street	EA MOW	\$50.00	1	\$50.00	EA MOW	\$35.00	1	\$35.00	EA MOW	\$50.00	1	\$50.00	EA MOW	\$30.00	1	\$30.00	EA MOW	\$75.00	1	\$75.00	EA MOW
19	For the Water Tower: 371 West South Street	EA APPL	\$50.00	1	\$50.00	EA APPL	\$35.00	1	\$35.00	EA APPL	\$65.00	1	\$65.00	EA APPL	\$25.00	1	\$25.00	EA APPL	\$40.00	1	\$40.00	EA APPL
20	For the County Barn: Trackside	EA APPL	\$30.00	1	\$30.00	EA APPL	\$25.00	1	\$25.00	EA APPL	\$15.00	1	\$15.00	EA APPL	\$90.00	1	\$90.00	EA APPL		1	\$0.00	EA APPL
21	For the old three-legged Water Tower : W. First Street	EA APPL	\$35.00	1	\$35.00	EA APPL	\$35.00	1	\$35.00	EA APPL	\$50.00	1	\$50.00	EA APPL	\$90.00	1	\$90.00	EA APPL		1	\$0.00	EA APPL
22	Total Base Bid				\$4,684.00				\$1,430.00				\$3,050.00				\$2,909.00				\$3,665.00	
	Submission Requirements																					Bid Incomplete
	Addendum No. 1 Received	yes				yes				yes				yes								yes
	Addendum No. 2 Received	yes				yes				yes				yes								yes
24	Bid Affidavit	yes				yes				yes				yes								yes
25	Cover sheet, completed and signed	yes				yes				yes				yes								yes
26	Proposed contract completed and signed	yes				yes				yes				yes								yes
	Certificate of insurance	yes				yes				yes				yes								yes
	Affidavit by Contractor, compliance with RSMo 285.530	yes				yes				yes				yes								yes
	E-Verify	yes																				
	References	yes				yes				yes				yes								yes

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Mayor and Board of Alderman
From: Nathan Musteen, Parks Director
Date: March 17, 2014
Re: 2014/2015 Park Maintenance Contract – Excalibur Contracting

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution No 2014-13
Purpose: Enter into an agreement with Excalibur Contracting for Park Maintenance
Property Location: Seven (7) City Parks

PROPOSAL

City staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Excalibur Contracting for *General Maintenance for City Parks* for the period of April 1, 2014 through March 31, 2015. This contract only includes general maintenance of the City Parks and does not include mowing or edge trimming.

PREVIOUS ACTIONS

The tasks under the proposed agreement (see *ARTICLE 2* attached) have been privatized since April, 2011. In January of 2014, the City Staff submitted RFP Project 2014-04 accepting bids for Park Maintenance work.

KEY ISSUES

We received bids on February 25, 2014, from one (1) general contractor interested in the park maintenance RFP. (bid summary also attached). Excalibur Contracting was the only bid submitted and has held the contract for Park Maintenance since 2011.

Excalibur submitted bids for the general maintenance in the amount of \$19.75 per man hour and game day field set-up fees of \$14.75 per man hour. The general maintenance man hours remained the same as in previous contract years, however, a amount per hour was submitted specifically for game day field set-up fees which includes field striping, bleachers, flags and goal set-up in preparations for games was requested this year.

The contract would run from March 18, 2014, through March 17, 2015. However, at the close of this Period of Service, the City may, at its option, enter into negotiations with the Excalibur Contracting for a renewal of this Contractual Agreement for the time period March 18, 2015, through March 17, 2016; and an additional year for the time period March 18, 2016, through March 17, 2017.

STAFF COMMENTS AND SUGGESTIONS

Staff has been pleased with the work and communication between the City and Excalibur.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2014-13 for the Mayor to enter an agreement with Excalibur Contracting for the Park Maintenance of the Peculiar Park System.

ATTACHMENTS

Resolution 2014-13
Unofficial Bid Tab (RFP 2014-04)
Park Maintenance Contract

STAFF CONTACT: Nathan Musteen, CPRP
Parks & Recreation Director
816-779-2225
nmusteen@cityofpeculiar.org

RESOLUTION 2014-13

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MIKE JOHNSON OF
EXCALIBUR CONTRACTING FOR THE PURPOSE OF PERFORMING GENERAL MAINTENANCE FOR
CITY PARKS IN PECULIAR, MISSOURI**

WHEREAS, the Board of Aldermen and Park Board held a joint meeting on Monday, March 7, 2011 and directed City Staff to draft an agreement covering general maintenance tasks for city parks, and;

WHEREAS, said agreement shall be separate from any agreement that may be executed for 2014 mowing and edge trimming for city parks and city snow removal and;

WHEREAS, the City Staff developed a comprehensive list of tasks that have been performed at city parks in recent years and included said list in the proposed agreement under *ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR*; and

WHEREAS, the City has advertised a Park Maintenance RFP and received bids for the work to be performed; and

WHEREAS, the contractor, Excalibur Contracting of Harrisonville, Missouri; submitted the lowest and only bid for the maintenance of Peculiar's Park System

WHEREAS the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period April 1, 2015 through March 31, 2016.

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

The Mayor is authorized to execute a contractual agreement with Excalibur Contracting to perform Park Maintenance within the Peculiar Park System.

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS 17th DAY OF MARCH, 2014

Alderman Dunsworth _____
Alderman Fines _____
Alderman Gallagher _____

Alderman Ray _____
Alderman Stark _____
Alderman Turner _____

Approved: _____
Ernest Jungmeyer, Mayor

Attest: _____
Nick Jacobs, City Clerk

CONTRACT FOR:
PROJECT NO:

Park Maintenance
RFP 2014-04

DATE 2/252014

**UNOFFICIAL ITEMIZED
BID TAB**

Excalibur Contracting

ITEM NO	DESCRIPTION	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT
		UNIT	UNIT PRICE		
1	Routine Duties and Other Assigned Tasks	HR	\$19.750	1	\$19.75
2	Game Day Field Preparation	HR	\$14.75	1	\$14.75
	Submission Requirements				
	Addendum No. 1 Received	yes			
	Addendum No. 2 Received	N/A			
	Bid Affidavit	yes			
	Cover sheet, completed and signed	yes			
	Proposed contract completed and signed	yes			
	Certificate of insurance	yes			
	Affidavit by Contractor, compliance with RSMo 285.530	yes			
	E-Verify				
	References	yes			

**CITY OF PECULIAR
CONTRACTUAL AGREEMENT**

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Contractor agrees to accept and be bound by the following terms and requirements in any resulting contract:

THIS AGREEMENT, made by and between the City of Peculiar, Missouri (hereinafter called CITY) and Excalibur Contracting (hereinafter called CONTRACTOR).

WITNESSETH:

WHEREAS, CITY requires services for Park Maintenance of the City Park System and,

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this AGREEMENT shall be March 18, 2014

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

All work to be performed will be either scheduled under “routine duties” or “general maintenance tasks”.

A. Required Resources:

- 1) The contractor shall supply all material, equipment and personnel necessary for the performance of this contract.
- 2) All equipment must be in compliance with bid specifications and all applicable federal, state and local rules and regulations.
- 3) All bidders must have in their possession or available to them all necessary equipment, devices, tools, materials and supplies necessary to perform the work specified herein.

B. Compensation and Price Quotes

- 1) For specialized or major projects, the contractor shall inspect the need for service and provide a “not to exceed or cap” price for the job based on the wage/hour as specified in the contract.
 - i. These specialized or major projects will be at the discretion of City Staff and will be placed for official bid if estimates exceed cost limits as stated in the city purchasing policy.
- 2) The contractor shall be paid for all the work upon completion, submittal of work invoice and inspection of assigned City Staff.

C. Park Maintenance Tasks

- 1) Routine Duties:
 - i. Tasks that the contractor shall without written notification by the Park Director or a City representative perform on a weekly basis or as needed basis to maintain clean, safe, useable and aesthetically pleasing parks and facilities.
- 2) General Maintenance Tasks:
 - i. Tasks that are to be performed at the direction of the Park Director and issued via

- work order form or via email authorization as written documentation.
- ii. As a representative of the City, the CONTRACTOR may inform City Staff of needed maintenance items or suggested repairs, etc...to be addressed.
 - iii. Duties herein assigned to the CONTRACTOR may be subject to change based on services/personnel added to the CITY Parks & Recreation Department growth and needs.

Routine Duties:

- Weekly emptying of park trash cans
- Weekly cleaning of McKernan restrooms
- Weekly cleaning of park grounds & structures including
 - Twig & limb pick-up
 - Trash pick-up in all park areas including parking lots, playgrounds, trails, athletic areas and shoreline areas along creeks, rivers, the lake and drainage areas.
- Weekly cleaning and general maintenance of the McKernan Park picnic shelter & City Lake Park picnic shelter and pier
- Weekly playground safety checks
- Graffiti removal and other vandalism repairs
- Weed removal in all landscape beds, monument/entry sign areas, mulched areas and playgrounds

General Maintenance Tasks

Landscaping, Beautification and Tree Work:

- Maintain/install entrance monuments and other signs
- Maintain/install enclosed landscaped areas through-out the Park System
 - Mulch placement
 - New plantings
 - Place/replace landscape timbers & blocks
- Tree Maintenance:
 - General tree trimming/pruning
 - utilizing ground pruning equipment
 - Pruning Specifications outlined in the Chapter 126: Tree Maintenance Code or consult the City Arborist for specialized instructions
 - Storm-damaged tree clean-up
 - General tree/limb debris clean-up
 - Chainsaw, chipper and stump removal work as needed
 - Large tree work shall be covered under the City's Tree Maintenance Contract and authorized upon inspection of the Parks Director or assigned City Staff.
- Tree Planting
 - See Chapter 126: Tree Maintenance Code for planting specifications or consult the City Arborist for specialized instructions

Playgrounds:

- Replenish playground mulch maintaining National Playground Safety Standards.
- Repair and replace playground surface maintaining a level and safe ground surface for playground mulch application
- Install/repair/replace playground borders
- Install/repair/replace playground equipment

Trails, Sidewalks, Parking Lots and Entry Drives:

- Maintain/install gravel areas
- Maintain/install mulched trail areas
- Miscellaneous finish grading
- Maintain/install storm sewer piping
- Maintain/install paved areas
- Maintain/install park gates
- Maintain/install borders, fencing and safety barriers
- General tree/brush trimming or removal for patron safety and beautification
- Maintain/install all pedestrian walking bridges

General Electrical / Plumbing:

- Activate electrical power as needed
- Miscellaneous electrical repairs throughout park system
- Plumbing repairs throughout park system,

General Tasks:

- Maintain/install bleacher beds
- Maintain pole lights at McKernan, City Lake and Mayor's
- Maintain/install picnic tables and areas, benches and trash cans
- Maintain basketball goals (Shari Drive and McKernan)
- Maintain/install vinyl, chain link and wire fences
- Flagpole & flag maintenance (McKernan & Raisbeck)
- Produce & post special notices at parks and/or shelters
- Assist Park & Recreation Department and/or Park Board with annual special event(s)
- Coordinate portable restroom placements (City Lake, Peculiar Park and Raisbeck)
- Land application of chemicals for weed control and fertilization needs
 - Insecticide
 - Fertilizer
 - Weed killer

Winterizing:

- The parks will be winterized November 1 – April 1 or as weather dictates.
- Water fountains at Raisbeck, Mayor's and McKernan
- Concessions building at Raisbeck
- Restrooms at McKernan
- Water lines and spigots at City Lake

Structural Repairs:

- Raisbeck Concessions Building
- Raisbeck Storage Barn
- Storage Buildings at City Lake dam
- Restroom Facility at McKernan
- McKernan Park Shelter
- City Lake Shelter
- City Lake Pier
- Trash enclosure at Raisbeck

Snow removal:

- Snow Removal will be on an as needed basis and at the direction of the Parks Director when not covered by the City Snow Removal Contract.

Raisbeck Sports Complex:

- Turf Divot/hole repairs
- Grass/Turf Maintenance
 - Coordinate with the City Mowing Contractor
 - Application of chemicals for weed control and fertilization needs
 - Insecticide
 - Fertilizer
 - Weed killer
- Athletic field boundary painting
- Flood light repairs
- Assembly & repair of bleachers
- Goal/Net Assembly & Repair
- General Field Set-up for Tournaments/Game Days
- Weekly Cleaning of Restrooms (if applicable)
- Leaf / tree debris removal
- Clean & repair all flood damage

City Lake:

- Maintain dock, boat ramp, dam and spillway
- Shoreline plant removal at City Lake
- Maintain City Lake water surface
 - Algae treatments
 - Retrieval of City property from water

Peculiar Park (66 Acre):

- Maintain Trail
 - Tree / Limb / Brush removal
 - Mulch and surface repair/replacement
- Tree Nursery planting area maintenance
 - Mulch application
 - Weed Control
- Snow Fence / Parking Borders
 - Install maintain parking borders for athletic field areas
 - Drive and parking area grading/maintenance

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The period of service shall be March 18, 2014 through March 17, 2015. At the close of this Period of Service, the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period March 18, 2015 through March 17, 2016, and an additional year for the time period March 18, 2016 through March 17, 2017.

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY. Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY'S payment terms are net thirty (30) days. Inadequate documentation to support the charges shall be remedied by contractor within ten (10) days of City's request. City in its sole discretion shall determine adequacy of documentation and its obligation to pay any invoice.

ARTICLE 5 – COMPENSATION

ROUTINE DUTIES AND OTHER ASSIGNED TASKS	
Hourly Wage per Man-Hour: Prevailing Wage Not Applicable	
Hourly rate for regular service	\$ 19.75
Hours of Service and Contact	7:00 a.m. to 10:00 p.m., 6 days per week
Emergency service available	24 hours a day / 7 days per week
Contact Name for Service Calls	Mike Johnson
Contact Phone Number for service calls	Number: 816-738-4031

GAME DAY FIELD PREPARATION	
Hourly Wage per Man-Hour: Prevailing Wage Not Applicable	
Hourly rate for regular service	\$ 14.75
Hours of Service and Contact	7:00 a.m. to 10:00 p.m., 6 days per week
Emergency service available	24 hours a day / 7 days per week
Contact Name for Service Calls	Mike Johnson
Contact Phone Number for service calls	Number: 816-738-4031

For services performed under the *Routine Duties and Other Assigned Tasks*, the CITY shall pay the CONTRACTOR an amount not to exceed \$19.75 per man-hour. For services performed regarding Game Day Field Preparation for upcoming league or tournament games, the CITY shall pay the CONTRACTOR an amount not to exceed \$14.75 per man-hour. Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CONTRACTOR's monthly invoices shall include a breakdown of specific tasks performed during the billing period and the man-hours dedicated to each. The monthly billing shall not exceed one hundred (100) man-hours unless prior authorization has been given to the CONTRACTOR by the City's contact person listed herein under *ARTICLE 20 – COMMUNICATIONS*.

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY. The CITY'S payment terms are net thirty (30) days. Inadequate documentation to support the charges

shall be remedied by CONTRACTOR within ten (10) days. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice.

ARTICLE 6 – BOND

The CONTRACTOR shall furnish a surety bond in the amount of \$10,000 as security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY.

ARTICLE 7 – PERMITS AND LICENSES

The CONTRACTOR shall procure a City of Peculiar Occupation License. CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subcontractors. The CONTRACTOR must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 8 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 9 – CHANGES, DELETIONS, OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the compensation or period of service stated in this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the AGREEMENT compensation, period of service, or both, and will reflect such adjustment in a change order. All change orders shall be in writing and approved by the City's representative.

ARTICLE 10 – LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 11 – INSURANCE

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

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

- (2) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.
- (3) Automobile Liability Insurance, with bodily injury limits of \$500,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$500,000 for each accident.

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed till the date of the termination by the CITY or suspension expenses. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

ARTICLE 14 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

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

ARTICLE 16 – ASSIGNMENT

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

ARTICLE 17 – THIRD PARTY RIGHTS

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

ARTICLE 18 – INDEPENDENT CONTRACTORS

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

ARTICLE 19 – MODIFICATIONS/AMENDMENTS

The City may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this contract. If any such change causes an increase or decrease in the compensation or period of service of this contract, the Contractor shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the compensation or period of service or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

ARTICLE 20 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the organization agrees as follows:

The organization will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The organization will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

ARTICLE 21 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the state of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances, and regulations applicable to the work and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract. For any dispute that may arise out of this contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 22 – COMMUNICATIONS

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

Contractor:	Excalibur Contracting	(Business/Organization Name)
	Mike Johnson	(Owner Name)
	1907 Christopher St.	(Address)
	Harrisonville, MO 64701	(City, State, Zip)
	816-738-4031	(Telephone)

City:

City of Peculiar, MO

Nathan Musteen, Parks & Recreation Director
250 South Main
Peculiar, MO 64078
816-779-2225

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

ARTICLE 23 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time; enter into other agreements for specific projects. If such agreements are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

ARTICLE 24 – ENTIRE AGREEMENT

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

ARTICLE 25 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this AGREEMENT for any reason: Compensation (if any payment obligations exist); Permits and Licenses; Liability and Indemnification; Waiver; Severability; Assignment; Independent Contractors; Governing Law; Entire Agreement; Survival of Terms.

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

CITY:

CONTRACTOR:

City of Peculiar, Missouri

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Mayor and Board of Aldermen
From: Carl Brooks, City Engineer and Justin Wise, Public Works Manager
Date: 03/13/2014
Re: RFP 2014-06 Contract for Snow Removal and Ice Control

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution No. 2014-14
Purpose: Enter into Agreement with Excalibur Contracting.
Property Location: City Properties and Right-of-Way

PROPOSAL

City staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Excalibur Contracting for *Snow Removal and Ice Control for City Properties* for the calendar year 2014-2015. Staff is proposing additional resolutions and agreements (under separate cover) for mowing and park maintenance. City staff would only use this contract in the event that City staff could no longer keep up with severe winter weather conditions due to an equipment breakdown or an extreme amount of snow or ice.

PREVIOUS ACTIONS

Excalibur Contracting was under contract with the City in 2013 for mowing and maintenance of the parks, and they also assisted Codes Enforcement Staff with mowing violations as defined in the City's Property Maintenance Code.

KEY ISSUES

We received bids on February 25, 2014, from four (4) snow plow and removal companies (bid summary also attached). Excalibur Contracting was the low bid with figures of \$342.00 for each application as described in the bid summary.

The contract would run from March 18, 2014, through March 17, 2015. However, at the close of this Period of Service, the City may, at its option, enter into negotiations with the Excalibur Contracting for a renewal of this Contractual Agreement for the time period March 18, 2015, through March 17, 2016; and an additional year for the time period March 18, 2016, through March 17, 2017.

STAFF RECOMMENDATION

Staff recommends approval of an agreement with Excalibur Contracting. City staff plans to bring an agreement and resolution to the Board of Alderman meeting on Monday, March 17, 2014.

As you may know, Excalibur Contracting has been our mowing and park maintenance contractor and has closely worked with City staff over the past three (3) years. City staff believes that Excalibur Contracting has performed well and above average over the past three years; and would report good performance by the contractor.

ATTACHMENTS

The bid tab, agreement and resolution are attached for your review.

**CITY OF PECULIAR
CONTRACTUAL AGREEMENT**

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Contractor agrees to accept and be bound by the following terms and requirements in any resulting contract:

THIS AGREEMENT is between the City of Peculiar, Missouri, a city of the fourth class hereinafter referred to as CITY, and Excalibur Contracting, a corporation in good standing under the laws of the state of Missouri located at 1907 Christopher Street, Harrisonville, MO 64701, hereinafter referred to as CONTRACTOR;

WHEREAS, CITY requires professional services for SNOW REMOVAL and ICE CONTROL and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____, 2014.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide snow removal and ice control services to the CITY on an “as needed/on-call” basis in the event the CITY requires additional support in conducting snow removal and ice control operations. CONTRACTOR will respond to snow removal requests as soon as he has completed snow removal for regular clients. CONTRACTOR will respond to CITY request for snow removal operations when he completes said operations for regular clients not to exceed 8 hours from the time snow stops.

CONTRACTOR will provide all vehicles and equipment, with qualified operators, necessary to remove snow from municipal streets, parking lots, alleyways, and driveways to include trucks, plows, spreaders, and bobcats/uni-loaders. CONTRACTOR will provide all gas, diesel, tires, and all other items necessary for normal operation of his equipment and vehicles. CITY will provide all salt and sand required for each snow removal operation and is located at the “salt shed” just north of the wastewater treatment plant. CITY will provide machinery to load material into spreaders but CONTRACTOR is responsible for providing qualified labor to operate it.

Streets will be cleared from “curb to curb” or from edge of street to edge of street which includes the entire width of surface asphalt on all CITY streets. Main CITY avenues of approach will be cleared first and then arterial and side streets next. Streets that will be cleared first are as follows:

1. School Rd. from J Hwy to 203rd St
2. 211th St. from J Hwy to School Rd.
3. 203rd from School Rd. to address of 11906 203rd St.
4. White Oak St. from School Rd. to Twin Oaks Pkwy
5. Twin Oaks Pkwy from J Hwy to White Oak St.
6. Broadway from C Hwy to E 3rd St.
7. Legend Ln. from C Hwy to South St.
8. South St. from E 3rd St. to Hurley St.
9. Hurley St. from South St. to Peculiar Dr.

10. Centennial St. From Peculiar Dr. to C Hwy
11. W. Broadway from Peculiar Dr. to W. 4th St.
12. W 4th St. from W. Broadway to Shari Dr.
13. W. North St. from C Hwy to Peculiar Dr.
14. Schug Ave. from C Hwy to Summerskill Rd.
15. Summerskill Rd. from Schug Ave. to Peculiar Dr.
16. N Harper rd. from Peculiar Dr. to YY Hwy
17. S. Harper Rd from YY Hwy to 227th St.
18. E 227th St from S Harper rd. to C Hwy
19. Cindy Ln. from J Hwy to Kendall Rd.
20. S. Kendall Rd. from 211th St to Cindy Ln.

Once the above roads have been cleared, CITY staff will provide area of priority depending on what stage CITY staff is in when CONTRACTOR was called in to help with snow removal efforts.

Locations of parking lots are as follows:

1. Public Works Building
2. Wastewater Treatment Plant
3. Salt Shed
4. City Hall
5. Municipal Parking Lot (East of Brierly Hall)
6. City Annex Building (Peculiar Police Department)
7. Park Parking Lots: Mayor’s Park, Raisbeck Park, and McKernon Park.

All parking lots, sidewalks adjacent to CITY buildings or parking lots, and walkways will be free of snow and sidewalks will be shoveled clean. Salt/sand and ice melt will be applied to parking lot and sidewalks respectively when snow has been removed.

CITY will provide CONTRACTOR a complete list of streets that are required to be free of snow and ice when he is called to assist with snow removal operations. In addition, CITY will provide CONTRACTOR a map and list of streets indicating the three snow removal routes that CITY used in snow removal efforts. CONTRACTOR will organize snow removal efforts in accordance with designated snow routes and will provide the CITY with a minimum of three vehicles when he is called whenever possible.

CONTRACTOR will also haul snow out of congested areas or other areas as directed by City staff on an “as needed basis”. CITY will provide CONTRACTOR a list of areas where snow is required to be hauled off and will provide a site to dump the snow. CONTRACTOR will provide a minimum of two 26,000 GVWR rated trucks to haul off snow if volume is too great to effectively push snow to the side of the street. Additionally, CONTRACTOR will provide a minimum of one loader to load the trucks with and remove the snow from the effected sites to designated dumping area.

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

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

ARTICLE 4 - PERIOD OF SERVICE

The period of service shall be March 18, 2014 through March 17, 2015. At the close of this Period of Service, the CITY may, at its option, enter into negotiations with the CONTRACTOR for a renewal of this Contractual Agreement for the time period March 18, 2015 through March 17, 2016, and an additional year for the time period March 18, 2016 through March 17, 2017.

ARTICLE 5 - COMPENSATION

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

\$65.00 per hour for each snow removal vehicle for plowing snow and applying salt/sand.

\$255.00 per hour for two (2) dump trucks and front end loader each for snow removal and haul off.

\$22.00 per hour for each laborer to shovel off sidewalks and walkways.

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY. Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY'S payment terms are net thirty (30) days. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice.

ARTICLE 6 - BOND

The CONTRACTOR shall furnish a surety bond in the amount of \$20,000 as security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY. Expenses related to the surety bond shall be the responsibility of the CONTRACTOR.

ARTICLE 7 - PERMITS AND LICENSES

The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) shall procure a City of Peculiar Occupation License. CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subcontractors. The CONTRACTOR (and any subcontractor hired by the CONTRACTOR) must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 8 - CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the compensation or period of service stated in this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, period of service, or both, and will reflect such adjustment in a change order. All change orders shall be in writing and approved by CITY'S representative.

ARTICLE 9 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 10 - INSURANCE

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

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence, disease, accident limit.
- (2) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.
- (3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. All subcontractors shall be required to include CITY and CONTRACTOR as additional insured's on their General Liability insurance policies, and shall be required to indemnify CITY and CONTRACTOR to the same extent. Should the CONTRACTOR hire a subcontractor for performance of the General Maintenance tasks, said subcontractor shall maintain the same minimum insurance listed above.

ARTICLE 11 - DELAY IN PERFORMANCE

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

ARTICLE 12 - TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed till the date of the termination by the CITY or suspension expenses. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, CITY shall have the right to terminate this contract immediately upon written notice to CONTRACTOR.

ARTICLE 13 – WAIVER

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

ARTICLE 14 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

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

ARTICLE 16 - ASSIGNMENT

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

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

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

ARTICLE 19 – AUDIT

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

ARTICLE 20 - MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this contract. If any such change causes an increase or decrease in the compensation or period of service of this contract, the CONTRACTOR shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the compensation or period of service or both, by written modification of the contract. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the contract as changed.

ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

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

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

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted

agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

ARTICLE 22 - COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the state of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances, and regulations applicable to the work and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract. For any dispute that may arise out of this contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

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

Contractor: Excalibur Contracting _____ (Business/Organization Name)
 Mike Johnson _____ (Owner Name)
 1907 Christopher Street _____ (Address)
 Harrisonville, MO 64701 _____ (City, State, Zip)
 816-738-4031 _____ (Telephone)
 excaliburcontracting5@yahoo.com (Email)

City: **City of Peculiar, MO**
 Carl M. Brooks, P.E. City Engineer or Justin Wise, Public Works Manager
 250 South Main
 Peculiar, MO 64078
 816-779-2228 or 816-779-2224

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

ARTICLE 24 - SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects. If such agreements are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

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

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The following Articles shall survive the expiration or termination of this AGREEMENT for any reason: Compensation (if any payment obligations exist); Permits and Licenses; Liability and Indemnification; Waiver; Severability; Assignment; Independent Contractors; Governing Law; Entire Agreement; Survival of Terms.

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

The City of Peculiar, Missouri

Contractor

By: _____

By: _____

Ernest Jungmeyer

Title: _____ Mayor _____

Title: _____

Date: _____

Date: _____

RESOLUTION 2014-14

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EXCALIBUR CONTRACTING FOR THE PURPOSES OF SNOW REMOVAL AND ICE CONTROL FOR CITY PROPERTIES AND ROW IN PECULIAR, MISSOURI

WHEREAS, the Board of Aldermen and City staff decided in 2013 to have a snow removable and ice control “On-Call” contract in the event that City staff could no longer keep up with severe winter weather conditions due to an equipment breakdown or an extreme amount of snow or ice, and;

WHEREAS, for the mowing and park maintenance seasons of 2008 – 2013, these duties were successfully performed in this privatized fashion, and;

WHEREAS, Excalibur Contracting of Harrisonville, Missouri; and the City Staff have negotiated the terms of an agreement; and

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

Section 1: The Mayor is authorized to execute the referenced agreement with Excalibur Contracting

Section 2: *Effective Date.* The effective date of this resolution shall be the 17th day of March, 2014.

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

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

APPROVED:

ATTEST:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk

CONTRACT FOR:
PROJECT NO:

Snow Removal and Ice Control
RFP 2014-06

DATE 2/25/2014

**UNOFFICIAL ITEMIZED
BID TAB**

ITEM NO	DESCRIPTION	Excalibur Contracting				Integrity Tree Care				Resource Service Solutions, LLC				KMT Services, LLC			
		SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT	SCHEDULE OF VALUES		CONTRACT QUANTITY	TOTAL AMOUNT
		UNIT	UNIT PRICE			UNIT	UNIT PRICE			UNIT	UNIT PRICE			UNIT	UNIT PRICE		
1	For each snow removal vehicle for plowing snow and applying salt/sand	HR	\$65.000	1	\$65.00	HR	\$115.000	1	\$115.00	HR	\$140.000	1	\$140.00	HR	\$140.000	1	\$140.00
2	For two (2) dump trucks and front end loader each for snow removal and haul off	HR	\$255.00	1	\$255.00	HR	\$420.00	1	\$420.00	HR	\$525.00	1	\$525.00	HR	\$140.00	3	\$420.00
3	For each laborer to shovel off sidewalks and walkways	HR	\$22.00	1	\$22.00	HR	\$35.00	1	\$35.00	HR	\$60.00	1	\$60.00	HR	\$40.00	1	\$40.00
	Total Hourly Rate		\$342.00				\$570.00				\$725.00						\$600.00
	Submission Requirements																
	Addendum No. 1 Received	N/A				N/A				N/A				N/A			
	Addendum No. 2 Received	N/A				N/A				N/A				N/A			
	Bid Affidavit	yes				yes				yes				yes			
	Cover sheet, completed and signed	yes				yes				yes				yes			
	Proposed contract completed and signed	yes				yes				yes				yes			
	Certificate of insurance	yes								yes				yes			
	Affidavit by Contractor, compliance with RSMo 285.530	yes				yes				yes				yes			
	E-Verify									yes							
	References	yes								yes				yes			

City Administrator
Brad Ratliff

City Clerk
Nick Jacobs

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Nathan Musteen

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

To: Board of Alderman
From: Nathan Musteen, Parks Director
Date: March 17, 2014
Re: Land3 Studios, Supplemental Agreement

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution No 2014-17
Purpose: Enter into a Supplemental Agreement with Land3 Studios via
Resolution 2014-17
Property Location: Raisbeck Park

PROPOSAL

City staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Land3 Studios for design & bid documents, no rise certification consultant, well test hole exploration and construction phase/well investigation services at Raisbeck Park. The not-to-exceed agreement amount is \$18,152.00.

PREVIOUS ACTIONS

Land3 Studios was selected by the Park Board and entered into a contractual agreement with the City to create a Master Plan for Raisbeck Park in 2013. The master plan phases were prioritized by the Park Board during the FY14 Budget preparation meetings. Field improvements that includes grading and grassing was selected as the top priority. City Staff began working with Land3 representatives to begin the Phase 1 portion of the master plan.

During the fall of 2013, the necessary permits and surveys were conducted in efforts to keep forward progress towards the construction phase of the Master Plan.

January 2014, the construction phase of grading/grassing field improvements was bid out in an RFP. Two bids were received and in February the Park Board recommended with a 5-1 voice vote that the Mayor and the Board of Alderman enter an agreement with Cobra Contracting LLC to complete the grading / grassing field improvements.

KEY ISSUES

During February, it was brought to the attention of City Staff that the contract with Land3 Studios had not been negotiated to continue work towards the Phase 1 field improvements and some work was completed outside of the scope of the initial contract.

While the construction contract with Cobra Contracting continues to move forward, City staff brought to the Park Board on March 10th a supplemental agreement proposal from Land3 Studios that includes payment of the work completed that includes the 1) design & bid documents and 2) no rise certification. The proposal also has two (2) components that includes 1) well test hole exploration and 2) construction phase/well investigation services at Raisbeck Park.

STAFF COMMENTS AND SUGGESTIONS

At the March 10th Park Board meeting, Carl Brooks, City Engineer, presented to the Park Board the Land3 proposal and answered questions related to the Raisbeck Park renovation process.

After some discussion, the Park Board unanimously voted to approve the supplemental agreement with Land3 Studios.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2014-17 for the Mayor to enter an agreement with Land3 Studios in the amount not to exceed \$18,152.00 for work completed in the Raisbeck Park renovation process and for the Well testing and constructions phases as specified.

ATTACHMENTS

Resolution 2014-17
Land3 Studios Design & Construction Phase Services Proposal

STAFF CONTACT: Nathan Musteen, CPRP
Parks & Recreation Director
816-779-2225
nmusteen@cityofpeculiar.org

RESOLUTION 2014-17

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING A SUPPLEMENTAL AGREEMENT WITH LAND3 STUDIOS ARCHITECTURE FIRM FOR DESIGN AND CONSTRUCTION PHASE SERVICES OF THE RAISBECK PARK RENOVATION PROJECT.

WHEREAS, the City of Peculiar issued a Request for Qualifications (RFQ) for the RAISBECK SPORTS COMPLEX RENOVATION including the *Design, Bidding Assistance and Construction Phase Service*; and

WHEREAS, Land3 Studios Architecture Firm was selected as the most qualified firm, and

WHEREAS, the Master Plan has been completed and field grading and grassing improvements have been recognized as the top priority, and

WHEREAS, the Design and Bid Documents Phase and the No Rise Certification Consultant fees have been completed, and

WHEREAS, the Well Test Hole Exploration and investigations services are desired by the Park Board, and

WHEREAS, the oversight and completion of the Construction Phase of the field grading / grassing improvements are of top priority

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR, as follows:

The Mayor is authorized to execute a supplemental agreement contract with Land3 Studios for the *Design and Construction Phase Services* not-to-exceed the amount of \$18,152.00

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS 17th DAY OF MARCH, 2014

Alderman Dunsworth ___
Alderman Fines ___
Alderman Gallagher ___

Alderman Ray ___
Alderman Stark ___
Alderman Turner ___

Approved: _____
Ernest Jungmeyer, Mayor

Attest: _____
Nick Jacobs, City Clerk



Landscape Architecture

March 3, 2014

Nathan Musteen, Director
Parks and Recreation Department
City of Peculiar, Missouri
250 South Main
Peculiar, Missouri 64078

Re: Raisbeck Park – Design & Construction Phase Services

Mr. Musteen,

As we discussed previously, LAND3 is presenting this proposal for additional fees complete the 2nd Phase of the 2 step process we began last year. That process began with the development of a Master Plan for the Park and topographic survey as was outlined in the initial proposal presented last June.

Subsequently, we moved into permitting and design/ bidding at the direction of the Park Board.

FRAMEWORK SCOPE OF SERVICES

Phase II services includes:

- Develop necessary documents for Phase I improvements including:
 - Permitting Documents
 - Bidding & Construction Documents
- Provide documentation for determining the “No-Rise” status for floodplain permitting
- Assist with Bidding
- Provide limited Construction Phase Services including:
 - Coordinate and provide appropriate site visits (minimum 1 per week during construction) to observe the progress and nature of the work.
 - Facilitate a pre-construction meeting with the contractor prior to construction.
 - Provide an evaluation of work during the progress of construction and at the point of substantial completion.
 - Review shop drawings and other applicable submittals.
 - Provide evaluations and recommendations regarding project completion to assist your office in the evaluation and certification of pay applications.
 - Advise your office regarding request for proposals, change orders and other applicable contract administration submittals.

LAND3 Studio, LLC
1100 Cambridge Circle Drive, Suite 550 Kansas City, Kansas 66103
T 913.371.7933 F 913.371.7934

- Prepare reports, memos, and letters to your office documenting on-site observations.
- Review and document quality control reporting and submittals.
- Coordinate and prepare record drawings (provided as electronic copy CD-ROM) of the improvements based on information supplied by the contractor.

PROPOSED ADDITIONAL FEES –

- **Design & Bid Documents Phase I** **\$ 4,215**
- **No Rise Certification Consultant** **\$ 3,437**
- **Well Test Hole Exploration** **\$ 5,000 (Not To Exceed)**
- **Construction Phase / well Investigation services** **\$ 5,500 (hourly N.T.E.)**

HOURLY RATE SCHEDULE

Principal	\$120 / Hr.
Senior Landscape Architect	\$100 / Hr.
Associate Landscape Architect	\$ 80 / Hr.

PAYMENT

This proposal is contingent upon the following conditions relative to payment:

We will submit monthly invoices to your office based on hours expended and related expenses.

LIMITATION OF LIABILITY

As partial consideration for the agreement by Landscape Architect to render Services and provide Deliverables under this Agreement at the agreed upon fees, Owner agrees that the liability of Landscape Architect shall be limited to the amount of economic damages sustained by Owner resulting from the negligent errors or omissions of Landscape Architect, but that in all events the maximum exposure of Landscape Architect shall not exceed the amount of Landscape Architect’s fee under this Agreement.

CONTRACT

This proposal will serve as a basis for authorization and a contract for services between LAND3 Studio, LLC (Consultant) and The City of Peculiar (Owner).

CREDITS AND ACKNOWLEDGMENTS

LAND3 Studio, LLC shall, **where appropriate**, be given credit and acknowledgment for consulting by your office, your agent, and/or your client in published articles and/or promotional brochures.

CONSULTANT

LAND3 Studio, LLC

1100 W. Cambridge Circle, Ste 550

Kansas City, KS 66103

By: _____
Name

Date: _____

OWNER

City of Peculiar, Missouri

250 South Main

Peculiar, Missouri 64078

By: _____
Name

Date: _____

REID F. HOLBROOK*
JANET M. SIMPSON**
KURT S. BRACK**
LAWRENCE J. LOGBACK**
TODD A. NORRIS**
MARK A. LYNCH**
JEFFREY A. BULLINS***
TREVIN E. WRAY**
MARK W. STAFFORD**
CAROL R. BONEBRAKE
MEGAN L. LEWIS+
LORI D. DOUGHERTY
BENJAMIN J. SIMON+
PETER R. GLASSER**
IVERY A. GOLDSTEIN

HOLBROOK & OSBORN, P.A.
ATTORNEYS AT LAW

COMMERCE PLAZA II
7400 WEST 110TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66210
(913) 342-2500
FAX (913) 342-0603
HOLBROOKOSBORN.COM

DONALD H. CORSON
(1900-1985)
DONALD H. CORSON, JR.
(1926-2006)
ROBERT L. KENNEDY
(1924-2007)
THOMAS E. OSBORN
ESTABLISHED 1980

* ADMITTED IN KANSAS, MISSOURI AND DISTRICT OF COLUMBIA

** ADMITTED IN KANSAS AND MISSOURI

*** ADMITTED IN KANSAS, MISSOURI AND NEBRASKA

+ ADMITTED IN KANSAS, MISSOURI AND ILLINOIS

MEMORANDUM

TO: Mayor Jungmeyer
Board of Aldermen

FROM: Megan L. Lewis
Reid F. Holbrook
Ryan Nichols

DATE: February 27, 2014

RE: Sullivan Publications Codewatch—First Round Ordinance Revisions

Today we present for your consideration two ordinances. The first is an ordinance revising Peculiar Municipal Code § 110.010 to reflect recent changes to Rev. Stat. Mo. § 79.070. This ordinance changes the age of qualification for an Alderman from 21 to 18 years of age. In addition, the ordinance provides clarification regarding the requirement that an Alderman must be a resident of the Ward from which he is elected.

The second is an ordinance revising Peculiar Municipal Code § 110.060 to reflect changes to Rev. Stat. Mo. § 610.015. This ordinance describes the means by which votes may be taken by the members of the Board of Aldermen. The ordinance allows votes to be taken from Aldermen either physically present at the meeting, or who are participating via videoconferencing.

cc: Brad Ratliff

BILL NO. 2014-06
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ALTERING THE QUALIFICATIONS OF ALDERMEN AND AMENDING SECTION 110.010 OF THE PECULIAR MUNICIPAL CODE.

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, the proposed ordinance will harmonize Peculiar Municipal Code § 110.010 with current Missouri Statutes.

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 § 110.010 be amended to read as follows:

“No person shall be an Alderman unless he be at least eighteen (18) years of age, a citizen of the United States, an inhabitant and resident of the City for one (1) year next preceding his election, and a resident (at the time he files and during the time he serves) of the Ward from which he is elected.”

SECTION II: The effective date of this ordinance shall be _____, 2014.

First Reading: _____ **Second Reading:** _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

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

Approved:

Attest:

Ernest Jungmeyer, Mayor

Nick Jacobs, City Clerk

REID F. HOLBROOK*
JANET M. SIMPSON**
KURT S. BRACK**
LAWRENCE J. LOGBACK**
TODD A. NORRIS**
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*** ADMITTED IN KANSAS, MISSOURI AND NEBRASKA

+ ADMITTED IN KANSAS, MISSOURI AND ILLINOIS

MEMORANDUM

TO: Mayor Jungmeyer
Board of Aldermen

FROM: Megan L. Lewis
Reid F. Holbrook
Ryan Nichols

DATE: February 27, 2014

RE: Sullivan Publications Codewatch—First Round Ordinance Revisions

Today we present for your consideration two ordinances. The first is an ordinance revising Peculiar Municipal Code § 110.010 to reflect recent changes to Rev. Stat. Mo. § 79.070. This ordinance changes the age of qualification for an Alderman from 21 to 18 years of age. In addition, the ordinance provides clarification regarding the requirement that an Alderman must be a resident of the Ward from which he is elected.

The second is an ordinance revising Peculiar Municipal Code § 110.060 to reflect changes to Rev. Stat. Mo. § 610.015. This ordinance describes the means by which votes may be taken by the members of the Board of Aldermen. The ordinance allows votes to be taken from Aldermen either physically present at the meeting, or who are participating via videoconferencing.

cc: Brad Ratliff

BILL NO. 2014-07
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ALTERING THE MEANS IN WHICH VOTES MAY BE TAKEN BY THE MEMBERS OF THE BOARD OF ALDERMEN AND AMENDING SECTION 110.060 OF THE PECULIAR MUNICIPAL CODE.

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, the proposed ordinance will harmonize Peculiar Municipal Code § 110.060 with current Missouri Statutes.

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 § 110.060 be amended to read as follows:

“The style of the ordinance of the City shall be: “Be it ordained by the Board of Aldermen of the City of Peculiar, Missouri, as follows:” No ordinance shall be passed except by bill, and no bill shall become an ordinance unless on its final passage a majority of the members elected to the Board of Aldermen shall vote for it, and the “ayes” and “nays” be entered on the journal. All votes taken by roll call in meetings of the Board of Aldermen, shall be cast by members of the Board of Aldermen who are physically present and in attendance at the meeting or who are participating via videoconferencing. Every proposed ordinance shall be introduced to the Board of Aldermen in writing and shall be read by title or in full two (2) times prior to passage, both readings may occur at a single meeting of the Board of Aldermen. If the proposed ordinance is read by title only, copies of the proposed ordinance shall be made available for public inspection prior to the time the bill is under consideration by the Board of Aldermen. No bill shall become an ordinance until it shall have been signed by the Mayor, or person exercising the duties of the Mayor’s office, or shall have been passed over the Mayor’s veto as herein provided.”

SECTION II: The effective date of this ordinance shall be _____, 2014.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ___ DAY OF _____, 2014, 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