

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Monday August 18, 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, August 18, 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 July 21, 2014 BOA Meeting.**
 - C. **Approval of the Draft Minutes of August 4, 2014 Worksession Meeting**
6. **Proclamation – Belton Regional Medical Center 30th Year Anniversary**
Proclamation – Constitution Week
7. **Public Comment – Nick McCord Trail Presentation to Board of Aldermen**
8. **Mayor’s Appointments – Ted Turner to Board of Adjustment**
Resolution 2014-44 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF TED TURNER TO THE BOARD OF ADJUSTMENT
9. **New Business**
 - A. **Bill No. 2014-23 - AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2014, OF THE CITY OF PECULIAR, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**
**1st Reading*
 - B. **Public Hearing & Resolution 2014-45 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING THE 2014 TAX LEVY OF \$0.9133**
 - C. **Resolution 2014-46 - A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE PRIMARY ELECTION HELD AUGUST 5, 2014**
 - D. **Resolution 2014-47 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GOULD EVENS FOR THE PURPOSE OF SECURING PROFESSIONAL SERVICES TO UPDATE THE CITY OF PECULIAR COMPREHENSIVE PLAN.**
 - E. **Resolution 2014-48 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CAROLLO ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED PRELIMINARY WASTEWATER SYSTEM ENGINEERING REPORT/FACILITY PLAN FOR THE CITY OF PECULIAR, MO**
10. **Topics for Discussion**
 - A. **Budget 2014/15 & 5 year funded CIP**
11. **City Administrator Report**
12. **Aldermen Concerns**
13. **Aldermen Directives**
14. **Adjournment**

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

August 14, 2014

Mayor Stark
Board of Alderman

Monthly City Administrator Report

Chamber Coffee

Friday 08/15/14 at the Ray-Pec School Administration Building in the School Board Room.

Joint Meeting

Wednesday, August 20, 2014, 6:30pm at Raymore City Hall Council Chambers. The only ones that have RSVP'd for this is the Mayor, City Administrator and Alderman Fines.

MARC STP/BR

As you all know, we submitted \$1.4 Million for the 211th Street portion funding of the new Interchange for MARC grant money. There was \$260 Million worth of transportation projects submitted in the KCMO MARC Region. There was only \$58 Million in funding available for projects. The City of Peculiar staff did a great job in submitting our application for the \$1.4 Million that scored well in the MARC scoring process.

I am 1 out of 36 members that sit as a voting member on the MARC STP/BR Committee, only because I was placed there by the Cass County Commission about 4 years ago. Peculiar is a member of MARC but we are not a voting member as a Cities must have a census population of 5,000 to be a voting member. It has been a very tense and ugly 3 months of meetings that I have attended at MARC to keep Peculiar in the funding as well as helping Pleasant Hill and Harrisonville on their submissions for funding. I feel that we all in Cass County must work together to achieve success.

The final vote came after the last 4 hour long meeting that I attended this past Tuesday and Peculiar was funded in the \$58 million budget available for \$1.1 Million. This will greatly help us and puts our grant funding now at \$9.2 Million for this interchange with the \$8.1 Million coming from MODOT and now \$1.1 from MARC. Also remember that Cass County paid \$400,000 in studies and engineering at the beginning of this process to get an interchange. The funding of the \$1.1 will go to the MARC Board for final passage which should not have any issues since the STP/BR Committee voted unanimous to fund. Now keep your fingers crossed or prayers going for the TIGER Funding. We were told by the DOT that there were 800 submissions nationwide that totaled \$9 Billion; yes that is a "B", in request for only about \$628 million available in funds.

Keep hope alive!

Police Office Open House

Police building open house will be at 5:30 to 6:00 pm, prior to the council meeting, on August 18, 2014.

Police Firearms Qualifications

Police Department firearms qualification has been scheduled for September 8, 2014, at the Cass County Sheriff's Office.

Police and Public Works New Radio System

Installation of the mobile vehicle units has been rescheduled for the last week in August for police and public works vehicles. The installations will be done here in Peculiar.

Codes Dept.

- Fourteen (14) permits were issued: 6 fence, 2 accessory buildings, 2 Re-roof, 2 pool, 1 electric service upgrade and 1 excavation in the Right-of-way.
- Issued Ninety Two (92) notices of violation: 8 Unlicensed vehicles, 28 Right-of-way Maintenance, 33 Mowing, 16 Vacant structure and lands, 1 unpermitted construction, 5 accumulation of rubbish and 1 house with no numbers.
- Performed Ten (10) construction inspections including: 1 ground rough plumbing, 2 sewer inspections, 1 water tap, 3 frame inspections, 1 pier/deck and 2 driveway approach.
- 2 Citations issued for violations in Bridal Trail Subdivision: 1 unlicensed vehicle and 1 accumulation of rubbish.

Planning Commission

The Planning Commission met on July 10th, 2014 to review and approve the final draft of the changes to Districts C-1, General Business and C-2, Central Business which amend the Area and Height Restrictions of both districts. The Public Hearing before the Planning Commission on these proposed amendments is scheduled for August 13th.

City Planner

- The Board of Aldermen were presented the background information on IBTS (Institute for Building Technology and Safety) on July 7th which could provide construction inspection and plan review services for the City through a negotiated MARC contract.
- The Board of Aldermen approved the Resolution to enter into a contract with IBTS on July 21st. This two (2) year contract will provide professional construction inspection and project review services for the City on an as-needed basis.
- The Board was presented with a recommendation on July 21st, 2014 to award the Comprehensive Plan Update to Gould Evens. Upon review of the RFQ (Request for Qualifications) and their submittal the Board agreed to enter into negotiations with Gould Evens to reach agreement on a contract for fees and services.

Park Director Report

- Youth Soccer registrations are now closed for fall registrations. Staff will be putting together teams and coordinating with Raymore Parks and Recreation for the fall season. Registrations increased by 15+ kids from the spring season.
- Youth Volleyball sign-ups continue through August 22nd. Signs are around town advertising the registration.
- Staff participated in the Heartland Forestry Council Round table meeting on July 29th. Discussion included Commercial and Municipal Arborists and how Cities and private industries are planning to battle the Emerald Ash Borer that is killing the Ash Trees.
- Much work has been done at the Raisbeck playground area. The old playground near the concession stand between the playing fields has been removed. Equipment deemed unsafe has been stored at the salt shed for future disposal. Equipment still in good working condition is being refurbished and installed at a different location within Raisbeck Park or moved to Mayor's park as directed by the board. Player benches have been removed and will be re-installed in a better location for better field visibility and to

correct some safety hazards. The playground near the parking lot at Raisbeck is being bordered by railroad ties and mulch for a much safer and attractive look.

- Additional clean-up work at Raisbeck continues as staff and Excalibur do clean-up and landscaping work to beautify the park. Preparation work is being done to get ready to build the trail later this fall.
- Staff will be traveling to Wheeling, West Virginia to attend the NRPA Director School August 23 – 29 of this month.

Raisbeck Renovation Report

- December: Phase 1 construction bid documents have been drafted based on Board recommendations. The City Engineer reviewed the documents .
- January: Advertisement
- February: Selection of contractor
- March: Signing of contract
- March/April: Construction Begins: The project was awarded to Cobra on March 18, 2014. A preconstruction meeting was held on March 20, 2014 and Cobra mobilized equipment to both the jobsite and the topsoil borrow area at Stonegait Farm at 195th & State Route J on March 27, 2014. On March 31, 2014 Cobra started stripping and stockpiling topsoil borrow for use on elevating the three playing field elevations. Work continued on stockpiling topsoil on March 31 through April 18. The playing fields were staked on April 05, and work on the playing fields was initiated on April 07 and has continued as weather and soil conditions permit. Cobra has hauled over 3500 CY of topsoil that was tested by Turf Diagnostics & Design and met contract specifications.
- May: Work continued. Cobra Contracting did not meet the deadline of May 15th due to weather delays. An extension was requested and denied. Cobra Contracting continued working and completed the grading, seeding and mulching on May 30th. A punch list and walk through meeting will be scheduled in early June.
- June: The flood and heavy rains washed most of the seed and mulch off the fields, Cobra will be coming back in August to prep the fields again and seed and mulch in September. The grading work and removal of fences, etc... worked very well during the floods. The fields drained excellent and if we were in the middle of a soccer season, games would resume within 24 to 48 hours, unlike previous years with baseball.
- August Cobra Contracting will return to repair any flood damage and complete the grading/grassing portion in preparation for the fall growing season.

Physical Park Report

Peace Park:

- Park being mowed regularly

Mayor's Park:

- Park being mowed regularly
- Sprayed weed killer in playground area mulch beds

Raisbeck Park:

- Park being mowed regularly
- Park is closed for construction
- Sprayed broadleaf killer in outlying and wooded areas along future trail.
- Moved telephone poles to create a parking lot boundary
- Cleaned and power-washed concession stand and prepped inside the building for paint.
- Removed player/spectator benches, drilled new holes to relocate benches and swingsets.

McKernan Park:

- Park being mowed regularly

- Trees, benches and picnic tables have been mulched
- Playground equipment has been power-washed
- Shelter cleaned and power-washed for rentals as needed

City Lake:

- Park being mowed regularly
- Tree work and clean-up was completed caused by the storms on July 5th.
- Power-washed docks and shelter to remove geese feces
- Sprayed broadleaf killer along shore line

Shari Drive Park:

- Park being mowed regularly

66 Acre Park:

- Trail being mowed regularly

Police Storage Facility Project

We received no bids last month and we have re-advertised the project. The project will re-bid on Thursday, August 14, 2014.

TIGER Grant Project

City staff attended a “National Town Meeting” the week of August 4th with the Secretary of Transportation, Secretary Foxx. Secretary Foxx indicated that there were more than 800 applications with project requests of \$9.5B in Tiger Grant applications. Secretary Foxx indicated that the announcement of the Tiger Grant results would be September 15th. The total project cost of the I-49 and 211th St Interchange Project is currently estimated at \$12,510,599.25, of which 50% is at the city cost; and for the 211th Street Improvement Project, the total project cost is currently estimated at \$1,778,989.18, of which 100% is at the city cost. City staff requested \$8,034,288.81 of the total project cost for both projects of \$14,289,588.43, or 56%. The project has been designated and submitted as a “Rural” project. If approved this would be a 100/0 matching grant award.

Sanitary Sewer Improvements Project

The project is closed out and complete.

Sanitary Sewer Division

In the last 30 days, we have had the following occur:

During the week of August 11th, City staff responded to an odor and a sanitary sewer overflow (SSO) at a manhole in Bradley’s Crossing. The SSO was many manholes upstream of the apparent problem. Someone with a machine (bobcat) had pushed over a MH ring and cover and the eccentric cone of the manhole located just off of 217th Street up in the tree line, and filled the MH with large rocks and old asphalt chunks (millings). Ace Pipe was called to remove the debris and blockage. Because of this act of vandalism and criminal activity; this act is going to be costly to our sewer customers, several thousands of dollars.

City staff is hopeful that the 504 air diffuses at the WWTP clarifier basin will be replaced next month. The estimated cost of the work is approximately \$35,000; and City staff has received three (3) installation bids. The apparent low bidder is Leath and Sons Construction, Inc. The diffusers must be purchased from the manufacturer, Schreiber. The diffusers have been in service for more than the life expectancy of the equipment.

City staff received a letter from the Missouri Department of Natural Resources (MDNR). In response to the MDNR letter of warning dated July 31, 2014, we offered our comments as to the reason why this exceedance of our effluent permit limitations of our Missouri State Operating Permit (MSOP) occurred. First, we stated that this was the first test conducted (January 2014) of ammonia for our new permit and the first time using Pace

Labs. Since then, we have received testing results from the lab of “non-detectible” 97% of the time; and the rest of the test results reported at just a “trace”. Normally, we do not have trouble with ammonia removal at our WWTP, so our reasoning led us to believe there was a breakdown at the lab or a contaminated sample. For future compliance, we will review our sampling procedures and request proper handling of the test samples at the lab, as well. City staff along with Pace Labs has completed our annual wet test for the state. Ace Pipe has cleaned three (3) sections of sewer line around the older sections of town. Battery replacement and charging systems at four lift stations to be scheduled.

Bridle Trail Curb & Gutter

City staff received one bid. Since we received only one bid, City staff has opened up discussions with the bidder about cost reductions to the project.

Water Works Division

Water Works City staff have conducted the following monthly activities in addition to daily water service orders: turn-ons, turn-offs, re-reads, customer assistance, on site meetings, monthly water meter readings, monthly meter billing, customers moving in, customers moving out, setting up new accounts along with returning deposits.

1. Water Main Repairs During Meter Reading Cycle July 22, 2014 thru August 21, 2014:
 - a. 4-inch break 203A Shari Ln.
 - b. 8-inch break City Lake
2. Water loss:
 - a. Staff is constantly monitoring master readings along with customer readings to ensure water is accounted for.

Purchased:	8,051,200 gallons
Sold:	7,549,566 gallons
Accounted:	306,880 gallons
Loss:	194,754 gallons
% Loss:	2.42%
 - b. Monetary Loss (@ \$4.85/1,000 gallons) \$944.56

Note: Recent unaccounted water history

July 2013	12%
August 2013	8%
September 2013	11%
October 2013	12%
November 2013	15%
December 2013	11%
January 2014	7%
February 2014	4%
March 2014	3%
April 2014	1%
May 2014	3%
June 2014	4%
July 2014	2%

3. Water Activities:
 - a. Projects:
 - i. Fire Hydrant replacement 3rd St. and North:
 1. Fire hydrant was replaced along with installing an isolation valve to the hydrant.
 - ii. Cindy Lane:
 1. Public Works Manager will schedule as soon as City staff is available, dig out and replace rock with concrete. City staff will need to build forms. When concrete is set up will put concrete back in ditch.

- iii. Water Shed Complex:
 - 1. Dug trench around ground water storage tank to allow water to run away and not under the tank.
 - 2. Adjusted altitude valve to allow tower to drop to mix and refresh the water.
- iv. Consumer Confidence Report (CCR):
 - 1. Completed forms, submitted copies of water bills with notices of how to get CCR Report on line and mailed to MDNR. We are required to complete and return to DNR by October 1, 2014
- v. Accounts Receivable:
 - 1. Collecting history on accounts receivable; age, if credits were returned, why service was made available on accounts with balances due, get list together to submit to write off bad accounts, turn in to collection or put a lien on the property.
- b. Water:
 - i. City staff reporting on CIP and budget estimates.
 - ii. Worked on various design guidelines and standards. .
 - iii. Shut off for not complying to yearly Backflow device tests and inspections
 - iv. Discovered homeowner at 284 W. 2nd had connected his house to the house across the street and was taking water. The property owner had been shut off for non-payment.
- c. Facilities:
 - i. Worked on outside parking lot lights at City Hall
 - ii. Install new electrical outlet Police Annex
- 4. Meetings:
 - a. Suburban Water Coalition:
 - i. City staff met and discussed the new One Call Legislation. We are to start keeping notes and may need to work on new legislation amendments for next year.
 - b. Missouri Rural Water Association:
 - i. Reviewed legislation that passed
- 5. Training:
 - a. Update One Call Legislation and new requirements

Public Works Division:

In last 30 days, the following has been accomplished:

Activities: The Public Works field crew has conducted the following activities:

- 1. Storm:
 - 1. Assisted with monthly siren test.
 - 2. Cleaned low water bridges before and after storms, monitored during storms.
 - 3. Replaced storm water pipe behind feed store for walking trail.
 - 4. Fixed drainage problem at 219 Shari Dr.
 - 5. Cleaned out culverts at South St and W 2nd St.
 - 6. Cleaned out various culverts that were clogged up.
- 2. Street:
 - 1. Took International dump truck to Diamond for Emission Recall.
 - 2. Replaced stop sign and post at Summerskill and N. Main.
 - 3. Replaced new street signs at Bent Oak Cir, Black Oak Cir and Twin Oaks Pkwy.
 - 4. Used 4 tons of cold patches on various roads.
 - 5. Poured concrete on W 3rd St. where we had a water break.
 - 6. Weed-eated intersection of Glengera and School Road, traffic could not see oncoming traffic.
 - 7. Repaired rear bar on salt bed for International dump truck.

3. Parks:
 - i. Worked with Park & Recreation Director at Raisbeck Park on parking lot and drilled holes for playground equipment.
4. Facilities:
 - a. Took out all flower boxes at old City Hall and reseeded.
 - b. Hung up a brochure rack for Police Department (PD).
 - c. Had a bad water heater at PD. It is being replaced.
5. Training:
 - a. Went to Missouri One Call meeting in Blue Springs due to law changes.

Traffic Signal J/C Intersection over I-49

Contractor has the new signal lights on the new poles and removed all wood poles and wires. Looks good!

MoDOT Interstate Highway 49 and 211th Street Interchange Cost Share Project

During the past 30 days, the following has been completed: Based on the costs and expected performance, City staff concur with the recommendation of the engineer that we recommend constructing the new East Outer Road with the Option 3 pavement section – a 12” modified subgrade with 1.75” bituminous pavement. With routine maintenance, this pavement section should last for 10 years. A modified subgrade includes using a material (eg: hydrated lime, chemical, geogrid, etc.) to improve stability of the soil.

Larkin Engineers have submitted preliminary plans and specifications regarding the relocation of the existing water main along 211th St from Peculiar Dr. to School Road. The project will be bid as both an 8-inch water main and as a 12-inch water main. City staff’s recommendation would be that the 12-inch water main be installed as indicated in the 2014 Engineering Report. The City’s cost for the 12-inch water main upsize is estimated to be \$110,000.00.

- 100% Final Plans submitted to KC District for review mid-September
- 100% Final Plans submitted to Central Office for review mid-October
- Project advertised on December 18, 2014
- Project letting on January 23, 2015

School Road Project from 203rd Street to 211th Street

Cass County and Hoy Construction have closed School Road from Hubach Hill Road to 195th Street. Detour routes have been established. The Mayor and the Chief of Police attended a meeting with Cass County, City of Raymore and MODOT on the construction routes.

Main Street Sidewalk

City staff met with the engineer and surveyor and walked the alignment of the water main and sidewalk the week of August 11th. As you may recall, the funds pledged by the Area Engineer for our Main Street sidewalk project is \$67,000, and will be 100% state funds. The engineer has estimated the cost of the sidewalk to be in the range of those funds provided by MoDOT. With the right-of-way concerns we are concerned in pushing to do parts of the side walk this fall. The Mayor has instructed staff to do it correctly without rushing it by constructing it in the spring.

Wastewater System Engineering Report Grant

City staff has selected Corollo Engineers for the study of a sewer service extension in a designated northwest area of the City of Peculiar, Missouri. This project will comprise the development of an Engineering Report to identify and recommend necessary facilities to extend the City’s sewer system and convey the waste flows from this area to the Belton Wastewater Treatment Facility (WWTF) for treatment. The engineer has submitted a

“DRAFT” – Engineer’s scope and fee of the work, and a contract agreement for the Mayor’s and BOA approval by resolution.

Peculiar Monument Sign Project

City staff, MoDOT staff and the landscape architect held a telephone conference call the week of July 21st to discuss a modified project that can be constructed within our construction budget. The following schedule was agreed to:

“While the monument project is significant to the residents of Peculiar and in unison with the new interchange at 211th Street and I-49, City staff prefer to have the monument project completed as soon as possible. However, with the current construction season well underway and contractors’ already having work for the rest of the construction season; City staff agrees that it makes sense to try and not bring this project to completion this construction season. We understand that weather conditions in late fall are unpredictable at best; so to avoid potential weather delays and winter weather complications, we request that the above design changes be completed by December 15, 2014. This schedule would then allow MoDOT and the City ample time to advertise and schedule a bid in late February or early March of 2015.”

MARC Water Quality Education Committee

A quarterly meeting was held July 17th. Planning and a Water Quality education survey were discussed. The Water Quality survey is how to improve surveys and fund them over the next few years. Also, the idea of combining different municipalities funding together to create a larger, more consistent survey and sharing results was presented. The committee decided to talk more at the next meeting, but most committee members seemed to be in favor of completely remaking the survey to find new trends as previous years surveys have yielded the same results without much change. A new model is needed in order to uncover new information.

Ground Water Storage Tank

The Contractor has completed work on the additional thirty-one (31) intermediate beams located between the roof beams (rafters). As you may recall, this work change directive is estimated to be between \$25-30K. Painting of the tank continues. Also, since we have a larger tank with more capacity (512,000 gallons from 428,000 gallons) and more surface area, the Contractor had requested an additional \$38K for the additional sand blasting, priming and painting. City staff is currently reviewing the request. The budget for the construction contract was \$300,000 even if the approvals due to the additions of a larger tank than reported, it should not go over the approved budget.

GIS Services RFQ

Discussion with the engineer on the next phase of GIS services continues.

Water Rate and Five Year Capital Improvement Program (CIP)

The engineer has finalized the report, and City staff continues to review the report, along with the proposed FY 2014-2015 budget and the Engineering Report Water Supply, Pumping Storage and Distribution Facilities. Once finalized, the report will be placed on the cities web site.

Engineering Water Supply Study Grant

The \$23,800 grant has been completed. Final reimbursement from MDNR is expected soon.

CIP Water Main Nos. 1-3, and Sidewalk along Route C from City Hall to 1-49 Interchange:

The engineering contract in an amount not to exceed \$116,500 for design and construction phase services of water mains along Peculiar Drive, C Hwy, in Spencer’s Addition and Harr Grove, south of Elm St. has been approved by the Mayor and board of Aldermen (BOA). The anticipated water main project duration/schedule is expected to be 10 months. The sidewalk project (with the exception of two blocks) is expected to be completed in the fall of 2014. Construction of the water mains project(s) assuming MDNR SRF is tentatively expected to begin in the fall of 2015 for an estimated total project cost of \$640K, \$370K and

\$292K, respectively. Current funding for the engineering contract is budgeted, and funded with the 2013 Water Works bonds.

CIP Kansas City Water Supply Transmission Main, Master Meter and Appurtenances

The engineering contract in an amount not to exceed \$378,344 for design and construction phase services of the 12-inch water main along J Hwy from Hubach Hill Road in Raymore to Peculiar has been approved by the Mayor and BOA. The anticipated water main project duration/schedule is expected to be 18 months. Construction of the water main project assuming MDNR SRF is tentatively expected to begin in the summer of 2016 with a completion date of fall 2017 for an estimated total project cost of \$3.6M. Current funding for the engineering contract is expected to be budgeted through customer water rates, and construction of the transmission main would be funded with future Water Works bonds.

Respectfully,



Brad Ratliff
City Administrator

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**Board of Aldermen Regular Meeting Minutes
Monday July 21, 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 Monday July 21, 2014. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call: Jerry Ford, Patrick Roberts, Bob Fines, Donald Turner, Kelsie McCrea and Veronika Ray.

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

Consent Agenda

- A. Approval of the Agenda**
- B. Approval of the Draft Minutes of June 16, 2014 BOA Meeting.**
- C. Approval of the Draft Minutes of June 23, 2014 Special Training Meeting**
- D. Approval of the Draft Minutes of July 7, 2014 Work Session Meeting.**

On a motion made by Alderman Roberts and seconded by Alderman Ford consent agenda was approved by a unanimous voice vote.

Employee of the Quarter Presentation – Amiee Boyd

City Administrator Brad Ratliff addressed the Board. He gave a brief overview of the reasons why Amiee was selected as employee of the quarter. He praised her for her good work.

Mayor Stark said she appreciates Amiee’s spirit and compassion for the citizens.

Amiee addressed the Board and thanked them for the appreciation.

**Mayor’s Appointments – Paul Cannova, Scott Greener, Rick Schopfer and Cathy Wansing to Police Advisory Board
Resolution 2014-37 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR,
MISSOURI APPROVING THE APPOINTMENT OF PAUL CANNOVA, SCOTT GREENER, RICK
SCHOPFER, AND CATHY WANSING TO THE POLICE ADVISORY BOARD**

Mayor Stark addressed the Board regarding the appointments to the Police Advisory Board. She stated that one of the things she wanted to do was to reestablish the Police Advisory Board. This resolution would appoint all members to the Board for 1 year.

Alderman Turner asked if there would be staggered terms.

Mayor Stark commented that it can be hard to get volunteers when the term is set for 2 and 3 years since the individuals may not know where they will be in 2 to 3 years.

No public comment.

Alderman Roberts made a motion to adopt Resolution No. 2014-37. The motion was seconded by Alderman Fines and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

**Steven Riley – to Park Board
Resolution 2014-38 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR,
MISSOURI APPROVING THE APPOINTMENT OF STEVEN RILEY TO THE PECULIAR PARK BOARD**

Mayor Stark addressed the Board stating that Mr. Riley will take the seat of Doug Stark who resigned from the Park Board.

There were no Board comments

No public comment.

Alderman Ford made a motion to adopt Resolution No. 2014-38. The motion was seconded by Alderman Turner and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

New Business

A. Resolution 2014-39 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) FOR THE PURPOSE OF SECURING PLAN REVIEW AND CONSTRUCTION INSPECTION SERVICES FROM AUGUST 1ST, 2014 THRU JULY 31ST 2016.

City Planner Cliff McDonald addressed the Board. He stated that this agreement will be for on call services only. He stated the fees are very comparable and that they do not issue any permits, they provide the necessary information to the City who issues the permits.

Alderman Fines asked if this is a temporary agreement that lasts 2 years regarding how much we use them. Staff commented that yes it is an on call basis and it will be at the Board's discretion whether to renew in 2 years.

Alderman Turner asked about comparing IBTS to our own inspection and fees. Staff commented that it is on the bottom of page 29 of the packet.

Alderman Ray asked if the fees are paid by the developer. Staff commented that yes the fees will be paid entirely by the developer.

Alderman McCrea asked that initially this was supposed to be for commercial and industrial but the agreement includes residential and wanted to know why. Staff commented that the residential is included in the package simply if our staff is out of the office or otherwise overbooked.

No public comment.

Alderman Roberts made a motion to adopt Resolution No. 2014-39. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

**B. Bill No. 2014-22 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 500.065 "ADOPTION OF STANDARD SPECIFICATION AND DESIGN CRITERA."
*1st Reading**

City Engineer Carl Brooks addressed the Board. He stated that this is the same information that was presented to the Board 2 weeks ago as a topic for discussion. This report is available because the City received a grant to pay for it.

Tony O'Malley from Larkin and Associates addressed the Board. Tony gave a short presentation and touched on topics such as: water rates, new transmission main, upgrades to current system, and projected rates for the future based on water source.

Brad commented that this is a very comprehensive look at the current system and the steps which need to be taken.

There was some discussion amongst the Board regarding the importance of the projects outlined in the report.

No public comment.

Alderman Roberts made a motion to have the first reading of Bill No. 2014-22 by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2014-22. The motion was seconded by Alderman Ford and was accepted by a 6-0 voice vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

C. Resolution 2014-40 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, APPROVING AND ACCEPTING THE AGREEMENT BETWEEN CITY OF PECULIAR AND LAMP, RYNEARSON & ASSOCIATES, INC DBA LARKIN LAMP RYNERSON FOR THE ENGINEERING DESIGN, ENGINEERING SURVEY, CONSTRUCTION ADMINISTRATION, AND PART-TIME CONSTRUCTION OBSERVATION OF THE KANSAS CITY WATER SUPPLY TRANSMISSION MAIN, MASTER METER AND APPURTENANCES.

Carl Brooks addressed the Board. He gave an overview of the scope of the project. He stated this is a big step forward even though the turning of the valve with Kansas City is 3 years out. He stated that staff has worked with the engineer to reduce engineering cost to put more pipe in the ground. In the last 2 weeks they have reduced the engineering cost by \$120,000 bringing the cost for engineering services to 10% which is well below engineering standards.

Alderman Turner asked if both agreements are approved, what the next step is. Staff commented that staff is trying to get all of the projects into MoDNR to try and get approved for SRF funding.

There was further discussion amongst the Board regarding the importance of the project.

No public comment.

Alderman Roberts made a motion to adopt Resolution No. 2014-40. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

D. Resolution 2014-41 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, APPROVING AND ACCEPTING THE AGREEMENT BETWEEN CITY OF PECULIAR AND LAMP, RYNEARSON & ASSOCIATES, INC DBA LARKIN LAMP RYNERSON FOR THE ENGINEERING DESIGN, ENGINEERING SURVEY, CONSTRUCTION ADMINISTRATION, AND PART-TIME CONSTRUCTION OBSERVATION OF THE CIP WATER MAINS NOS. 1, 2, & 3; AND A SIDEWALK ALONG ROUTE C FROM CITY HALL TO THE I-49 INTERCHANGE.

Carl Brooks addressed the Board. He stated that since this was presented at the last meeting the surveying cost has increased by \$3000 to include the sidewalk project from City Hall to the J/C interchange. With this project the City is going to have 3 different water main sizes designed and will be bid out the same so the City can see the price difference.

There was further discussion amongst the Board.
No public comment.

Alderman Roberts made a motion to adopt Resolution No. 2014-41. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

Topic for Discussion

A. Comprehensive Plan Update

Cliff McDonald addressed the Board regarding an update to the City's Comprehensive Plan. The company staff has selected is Gould Evans. He states that the plan just needs some minor updating. The primary reason for the update is for the development of a Commercial Highway District with a finish schedule that the City should expect along I-49. The process should take between 6 to 8 months to complete. Staff is confident in Gould Evan's ability to give a quality finished product.

Alderman Fines asked if this is a regular occurrence or is the update because of changes.
Staff commented that the Comprehensive plan is typically updated every 5-7 years.

Alderman Turner asked if the update is for the whole city.
Staff commented that yes it will be for the whole city.

Mayor Stark stated that it is necessary to look at and update the Comprehensive Plan as needed to make sure that the document is relevant for years to come.

B. Carolla Engineers Draft Scope and Fee for Sanitary Sewer in the NW Area of Peculiar

Carl Brooks addressed the Board. He stated that this was going to be an item for business but staff has not received the engineering contract thus it was placed as a topic for Discussion.

C. Bank Card Fee update

City Clerk Nick Jacobs addressed the Board regarding the implementation of a bank card fee. He stated that the City currently has to pay approximately \$24,000 in fees for credit/debit cards. He stated that the credit card processing company would assess a charge of \$4.50 if the Board decides to move forward. The fee was derived by the processing company to counteract the \$24,000 in fees.

Alderman Roberts stated that this fee is strictly to pay the cost of the City's expense for processing.

After discussion amongst the Board, it was decided to implement the fee on September 1st.

City Administrators Report

Downtown Market has expanded to the alley way and is continuing to grow. Brad will be attending a meeting next Tuesday with MARC to try and get \$1.1 million dollars towards the 211th Street Project. The 2014/15 budget numbers should be initially at the next meeting with a more in depth discussion on August 18th. Brad will be attending a meeting with Meadow View Estates to give them an overview of what is going on in the City. The Police Station has the Electronic Locks installed. The

new traffic signals are beginning to be installed. The Raisebeck project is somewhat stalled due to lack of grass on the contractors part. Aaron Reid who was with the City for 11 years has left and gone to work for the railroad. Steve Spencer from Public Works has transitioned down to the Sewer department and the City is currently accepting applications to fill his spot.

Mayor Stark said she had lunch with some of the senior citizens at the Baptist Church. The meeting went over well. She also attended the League of Cities meeting which turned out good as well.

There was some discussion amongst the Board regarding the lights at the J/C Interchange and the timing of the lights.

Alderman Concerns

Alderman McCrea asked about the ability to “piggy back” on Lee’s Summit’s contract for curb and gutter. Staff commented that Lee’s Summit did not write their contract to allow “piggy backing”.

Alderman Ford asked about the ability for the City to have real estate listing on the City’s website. Staff commented that they tried about 5 years ago and did not receive a good turnout at all. It was determined to get more information and try again.

Alderman Ray asked if they will be paving the road where they replaced the fire hydrant. Staff commented that yes there will be pavement placed back where there is currently gravel.

Alderman Directives

- Chief will notify new members of Police Advisory Board.
- Nathan will notify Steven Riley of his approval to the Park Board
- Mayor will sign contract with IBTS
- Bring back design standards for 2nd reading
- Approved the agreement for transmission main
- Approved the agreement for the CIP projects and sidewalk
- Bring contract for Comp Plan update to next meeting
- Bring contract with Carolla Engineers for next meeting
- Implement Bank Card Fees on September 1
- Put Larkin Powerpoint on line for residents
- Set up tour of Police Facility
- Follow up with Spectrum on Location 1.

Adjournment

On a motion from Alderman Ford, second from Alderman Fines, the meeting was adjourned at 8:26pm 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:

**Board of Aldermen Regular Meeting Minutes
Monday August 4, 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 August 4, 2014. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call: Donald Turner, Bob Fines, Jerry Ford, Kelsie McCrea and Patrick Roberts. Veronika Ray was absent.

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.

Mayor's Appointments – Kyle Gillespie to Board of Adjustments

**Resolution 2014-42 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI
APPROVING THE APPOINTMENT OF KYLE GILLESPIE TO THE BOARD OF ADJUSTMENTS**

Mayor Stark asked the Board to reappoint Kyle Gillespie to the Board of Adjustment. She stated that his term expired but has shown interest to serve again.

No Board comments
No public comment.

Alderman Roberts moved to adopt Resolution No. 2014-42, seconded by Alderman Ford and approved by the following 5-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Absent
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

Business

A. Bill No. 2014-22 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI AMENDING PECULIAR MUNICIPAL CODE § 500.065 "ADOPTION OF STANDARD SPECIFICATION AND DESIGN CRITERIA."
**2ND Reading*

City Engineer Carl Brooks addressed the Board. He said the ordinance will accept the engineering report prepared by Larkin & Associates.

Alderman Roberts asked about posting the Powerpoint from last meeting online.
Staff commented that yes it was placed under the Water Utility page.

No public comment.

Alderman Roberts moved to have the second reading of Bill No. 2014-22 by title only, seconded by Alderman Ford and was approved by a 5-0 voice vote. Alderman Roberts moved to accept the second reading of the bill, and place on final passage as ordinance number 08042014 seconded by Alderman Ford and approved by the following 5-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Absent
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

B. Resolution 2014-43 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT FOR ONE SCHOOL RESOURCE OFFICER AT THE DISTRICT COMPLEX ON SCHOOL ROAD

Chief of Police Harry Gurin addressed the Board stating that this is an identical contract to the one executed last year. The School District will pay for 219 days and the City will pick up 41 days of pay and staff recommends approval.

Alderman Turner asked if this is the contract legal had problems with in the past.
Legal responded stating that it was 3 or 4 contracts ago.

No public comment.

Alderman Roberts moved to adopt Resolution No. 2014-43, seconded by Alderman Ford and approved by the following 5-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Absent
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Fines	Aye	Alderman Turner	Aye

Topics for Discussion

A. Motor Fuel Tax Bill

City Clerk Nick Jacobs addressed the Board regarding the Motor Fuel Tax Bill. This bill will set up the \$0.01 motor fuel tax on how it is collected and paid to the City. This bill will only come before the Board if the voters approve the Motor Fuel Tax on the Primary Election.

Brad Ratliff commented that the Ordinance will also establish what the monies collected can be used for as will the ballot language.

Alderman Turner asked if the tax is paid to the State or the City.
Staff commented it is paid directly to the City.

There was some discussion amongst the Board regarding the verbiage of the Ballot language.

B. Budget 2014-2015

Brad Ratliff addressed the Board regarding the operating numbers of the proposed budget. He stated the budget is being increased 1.4% which is very modest. He went through several specifics of each fund giving a general breakdown. He did tell the Board that staff is looking at a new City software system for all departments due to the age and ineffectiveness of our current system.

There was further discussion amongst the Board of various items in the Budget.

One of the topics was whether the Board would like to participate in the MARC Household Hazardous Waste Program. The cost is roughly \$5000 per year.

After discussion amongst staff and the Board it was determined to have a reimbursement program set aside in the budget where citizens can take their waste to Lee's Summit and pay the cost then bring the receipt back to the City to get reimbursed.

Another topic was the hiring of a new employee in the Parks Department.

Parks Director Nathan Musteen addressed the Board regarding the need for the employee and that the employee will be fully funded out of the Park Fund.

Alderman Turner asked why we contracted this work out in the past and now the need to bring it back in house.
Staff commented that the workload has increased and an employee would be a needed addition to maintain the parks to a proper standard. The addition of the new employee was presented and approved by the Park Board with their Budget Review.

There was further discussion amongst the Board as Brad continued with the presentation.

C. Smaller Trash Can for Residents 55 & Older

Brad Ratliff addressed the Board regarding some confusion on the trash service. He explained that the smaller trash can is provided to residents 55 and older in exchange for their larger one for 1\$ cheaper per month. There is no discount. After some contact with residents, most individuals 55 and over did not want to give up their larger can.

D. CCCED PowerPoint

For informational purposes the Powerpoint that was presented by the State Economic Development Department was included by the Board. This presentation included some very good information for residents. It includes data for the whole county. This information will be available on the website after the election on Tuesday.

Aldermen Concerns or Additional Topics for Discussion by Aldermen

Mayor Stark stated she provided the Board information about the new Program Ray-Pec Cares.

Alderman Turner asked about the situation regarding the recent news story about the pool permit in Tuscany.
Staff commented that the permit was not denied but was under review. Mr. Holbrook reviewed the situation and stated the City cannot deny a permit based on individual Covenants, Codes & Restrictions, thus the permit was approved.

There was further discussion amongst the Board and Staff. It was determined that Alderman Turner could come in and speak to staff at another time regarding past permits.

Aldermen Directives Reported by City Administrator

Have Cliff contact Mr. Gillespie regarding his appointment to the Board of Adjustment
Implement the design standards and criteria approved by Ordinance 08042014
Contract signed for the School Resource Officer.
Budget questions should be forwarded to staff.
5 year CIP projects will be included for next meeting.

Smaller Trash Cans for 55 and older
CCCED powerpoint will be available on Wednesday morning.

Adjournment

On a motion from Alderman Ford, second from Alderman Roberts, the meeting was adjourned at 7:49pm with a 5-0 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



PROCLAMATION

WHEREAS, Belton Regional Medical Center, formerly Research Belton Hospital, was established in Belton on August 27, 1984, and will be celebrating thirty years of health care services to the communities in southern Jackson and northern Cass County; and

WHEREAS, their mission is "To enhance the lives in our community through compassionate, quality, innovative healthcare."; and

WHEREAS, their vision is "Together, we will be the leading healthcare provider and employer of choice."; and

WHEREAS, their values are "Integrity, Compassion, Attitude, Respect, Excellence - I Care."

NOW THEREFORE, I Holly Stark, Mayor of the City of Peculiar, Missouri do hereby congratulate Belton Regional Medical Center on their 30 years of service to the citizens of Peculiar and the rest of the communities in Cass & Jackson counties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Peculiar, Missouri to be affixed this 18th day of August, 2014.

Mayor Holly Stark



PROCLAMATION

WHEREAS: September 17, 2014, marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Holly Stark by virtue of the authority vested in me as Mayor of the City of Peculiar, Missouri do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Peculiar, Missouri to be affixed this 18th day of August, 2014.

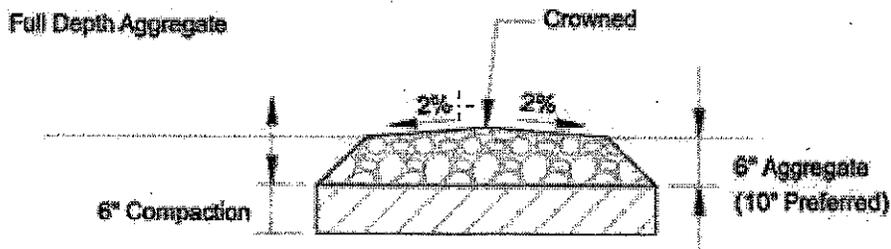
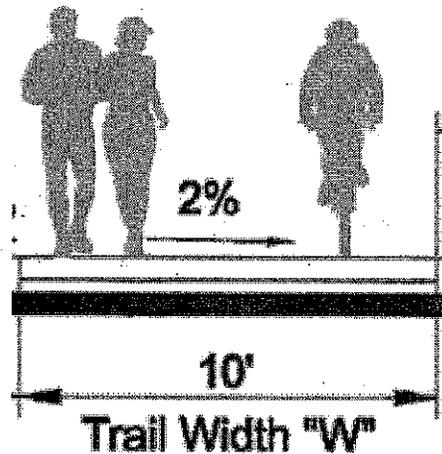
Mayor Holly Stark

Nick McCord's Eagle Scout Service Project

Railbed Walking/Biking Trail

Peculiar Park Board Meeting
08/11/14 6:30 pm City Hall, Peculiar, MO

- Trail
 - Location
 - Approximately 870 feet from C Highway to Broadway
 - Between Peculiar Feed Store and Fire Station
 - Material
 - Approx. 6 inches of Aggregate Crushed Limestone
 - Native plantings
 - Timeline
 - Trail clearing/grading by end of August
 - Trail material delivered and spread by end of September or first of October
 - Quarries open M – F
 - Trail work on weekends
 - Planting
 - Following trail construction in September or October



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: Clifford L. McDonald
Date: August 18, 2014
Re: *Appointment of Ted Turner to the Board of Adjustment*

GENERAL INFORMATION

Applicant: Mr. Ted Turner

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider appointing Ted Turner to the Board of Adjustment for a term of Five (5) Years.

Date of Application: July 30, 2014

Purpose: The purpose is to consider appointing Ted Turner to the Board of Adjustment for a term of Five (5) Years.

Property Location (if applicable): N/A

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

None.

KEY ISSUES

Ted Turner has volunteered to serve on the Board of Adjustment for a term of Five (5) Years.

STAFF COMMENTS AND SUGGESTIONS

Mr. Ted Turner has been actively involved with the City of Peculiar and a resident for years; I believe he would be a tremendous asset both to the City and the Board of Adjustment.

STAFF RECOMMENDATION

Favorably consider appointing Ted Turner to the Board of Adjustment for a term of Five (5) Years.

ATTACHMENTS

Application Form

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

City of Peculiar

Boards / Commissions Application Form



Thank you for your interest in serving on one of the City's Boards/Commissions. Volunteers are essential to ensure our City government is responsive to the needs of the community. Please help us place you on the most appropriate commission by completing this questionnaire, you may attach your resume or additional information as needed.

Boards / Commissions of Interest:

Planning Commission
 Parks & Recreation Board
 Board of Adjustment
 Peculiar Tree Board

Name: Ted Turner **Home Phone:** 816-779-6600
Address: 11407 Shadow Glow Ct. **Alternate Phone:** 816-835-5012
City, State, Zip: Peculiar, MO 64078 **Email Address:** ted.turner@comcast.net
Ward: 1) _____ 2) _____ 3) _____ (contact City Hall if you are unsure of your Ward)

Education: (Please mark the highest level completed)

High School (please list the High School you attended) _____
 College (please list College/University and Degree) Missouri Southern State

Current Employment:

Employer: Ted Turner Investment, Inc. **Position:** owner
Address: same **Work Phone:** 816-779-6600

Have you previously served on a City Board or Commission? Yes No If Yes, please describe:
Board of Adjustments

Are you currently registered to vote in the City of Peculiar? Yes No

Why do you want to serve on this Board/Commission? To be of service to the City

Please describe any business or property interest which might place you in a conflict of interest situation should you be appointed to this Board/Commission. Shadow Glow sub-division

Are you related to any current member of the Board of Alderman? Yes No If Yes, please describe:

BOA Member Name: _____ **Relationship:** _____

Signature: [Signature] **Date:** 7-30-14

Return Application to:
 City of Peculiar
 C/O City Clerk
 250 South Main Street
 Peculiar, MO 64078

RESOLUTION 2014-44

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF TED TURNER TO THE BOARD OF ADJUSTMENT

WHEREAS, the Board of Aldermen have determined a need to appoint a member to the Board of Adjustment; and

WHEREAS, Ted Turner meets the qualifications for appointment to this board; and

WHEREAS, said appointment carries a term of five (5) years commencing with the effective date of this resolution; and

WHEREAS, Mayor Holly Stark recommends the appointment of Ted Turner to the Board of Adjustment upon approval of the Board of Aldermen

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

Section 1. The Board of Aldermen approves the appointment of Ted Turner to the Board of Adjustment.

Section 2. *Effective Date.* This resolution shall become effective upon approval and passage by the Board of Aldermen.

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS 4th DAY OF AUGUST, 2014.

Alderman Fines _____
Alderman Ford _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Nick Jacobs, City Clerk

The ordinance is the first reading of a bond issue to refinance the 2011 water and sewer revenue bond.

In addition, the city will be adding \$500,000 for new waterworks and sewerage system expansion and improvements over the next several months.

By adding the new money to the refinancing, the city will save the costs that would be required to do a separate bond issue for just the new money portion.

G. Joseph McLiney

McLiney And Company

2800 McGee Trafficway

Kansas City, MO 64108

(816) 221-4042

+ A. M. D. G. +

ORDINANCE NO. _____

OF

CITY OF PECULIAR, MISSOURI

PASSED _____, 2014

AUTHORIZING

**COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING AND
IMPROVEMENT REVENUE BONDS**

SERIES 2014

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BILL NO. 2014-23
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2014, OF THE CITY OF PECULIAR, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Peculiar, Missouri (the “City”), is a city of the fourth class and political subdivision duly organized and existing under the laws of the State of Missouri, and pursuant to Chapter 250, RSMo (the “Act”), now owns and operates a revenue producing combined waterworks and sewerage system serving the City and its inhabitants and others within its service area (the “System,” as hereinafter more fully defined); and

WHEREAS, the City has no bonds or other obligations outstanding payable from the Net Revenues (as hereinafter more fully defined) of the System save and except the following:

<u>Series of Bonds</u>	<u>Dated</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds (State Revolving Fund Program), Series 1994A (the “Series 1994A Bonds”)	08/01/1994	\$2,605,000	\$ 194,000
Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program), Series 1999 (the “Series 1999 Bonds”)	06/01/1999	1,365,000	520,000
Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2007 (the “Series 2007 Bonds”)	11/14/2007	605,000	605,000
Combined Waterworks and Sewerage System Revenue Bonds, Series 2011 (the “Series 2011 Bonds”)	02/24/2011	3,125,000	2,840,000
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 (the “Series 2013 Bonds”)	12/05/2013	1,245,000	1,245,000

WHEREAS, the City is authorized under the provisions of the Act to issue and sell revenue bonds for the purpose of providing funds for purchasing, constructing, extending and improving the

System upon obtaining the required voter approval and provided that the principal of and interest on such revenue bonds shall be payable solely from the revenues derived from the operation of the System; and

WHEREAS, pursuant to such authority, a special bond election was duly held in the City on April 7, 2009, on the question whether to issue the combined waterworks and sewerage system revenue bonds in the principal amount of \$48,000,000 for the purpose of extending and improving the combined waterworks and sewerage system of the City, and it was found and determined that a simple majority of the qualified electors of the City voting on the question had voted in favor of the issuance of said revenue bonds for the purpose aforesaid, the vote on said question having been 223 votes for said question to 111 votes against said question; and

WHEREAS, \$4,370,000 of the bonds so authorized have heretofore been issued and the City proposes to issue an additional portion of the bonds so authorized to provide funds for said purpose (the "Project"); and

WHEREAS, plans and specifications for the Project and an estimate of the cost thereof have been prepared and made by a Consultant (as hereinafter defined) to the City and the same are hereby accepted and approved and are on file in the office of the City Clerk; and

WHEREAS, in addition to the above authority, the City is authorized under the provisions of Section 108.140(2), RSMo (the "Refunding Bond Law"), to issue and sell refunding revenue bonds for the purpose of refunding, in whole or in part, any of its valid revenue bond indebtedness, which refunding revenue bonds may be payable from the same sources as were pledged to the payment of the revenue bonds being refunded; and

WHEREAS, the City hereby finds and determines that it is in the best interests of the City to refund the outstanding Series 2011 Bonds specified in the Certificate of Final Terms attached hereto as **Exhibit B** (the "Refunded Bonds"); and

WHEREAS, the Refunding Bond Law authorizes the issuance of refunding revenue bonds in an amount not to exceed the principal amount of the bonds to be refunded, the interest accruing to the maturity or redemption date of the refunded bonds, any premium which may be due under the terms of the refunded bonds and any amounts necessary for the payment of issuance expenses for such refunding revenue bonds and to fund a debt service reserve fund therefor, which amount aggregates to a total of the Maximum Allowable Refunding Amount specified in the Certificate of Final Terms attached hereto as **Exhibit B** for the refunding plan herein authorized for the Refunded Bonds; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants at this time to authorize the sale, issuance and delivery of said bonds for the purposes aforesaid;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“Accountant” means an independent certified public accountant or firm of certified public accountants.

“Act” means Chapter 250, RSMo.

“Average Annual Debt Service” means the average of the Debt Service Requirements as computed for the then current and all future fiscal years.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the City and the Purchaser, in substantially the form attached to this Ordinance as **Exhibit C**.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner,” “Owner” or “Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014, of the City, in the Original Principal Amount specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Business Day” means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, and any successor nominee with respect to the Bonds.

“City” means the City of Peculiar, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Consultant” means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation

of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement attached to this Ordinance as **Exhibit D**.

“Debt Service Account” means the Debt Service Account for Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014, created by **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (including scheduled mandatory redemption requirements) and net interest or interest-like payments (net of any Subsidy Payments) on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State of Missouri and having full trust powers.

“Debt Service Reserve Account” means the Debt Service Reserve Account for Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014, created by **Section 501** hereof.

“Debt Service Reserve Requirement” means the amount specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in a rating category by Moody's or Standard & Poor's Ratings Group that is no lower than the rating category then assigned by that rating agency to United States Government Obligations.

“Depreciation and Replacement Account” means the account by that name ratified and confirmed by **Section 501** hereof.

“Dissemination Agent” means First Bank of Missouri, Gladstone, Missouri, and any successors or assigns.

“Escrow Agent” means First Bank of Missouri, Gladstone, Missouri, and any successors or assigns.

“Escrow Agreement” means the Escrow Trust Agreement between the City and the Escrow Agent relating to the Bonds and the Refunded Bonds and attached to this Resolution as **Exhibit E**.

“Escrow Fund” means the fund by that name referred to in **Section 501** hereof.

“Escrowed Securities” means the direct, non-callable obligations of, or non-callable obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, or such other securities that qualify as “Defeasance Obligations” in the ordinance authorizing the Refunded Bonds, respectively, as described in the Escrow Agreement or other instructions to a paying agent for Refunded Bonds.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term indebtedness incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the City not related to the operation of the System.

“Federal Tax Certificate” means the City's Federal Tax Certificate relating to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or by call for redemption or otherwise.

“Net Project Proceeds” means the amount of the proceeds of the Project Portion that is deposited into the Series 2014 Project Account pursuant to **Section 502** hereof to be applied as provided in **Section 503** hereof.

“Net Refunding Proceeds” means the aggregate amount of the proceeds of the Refunding Portion specified in **Section 502** hereof to be applied to the refunding of the Refunded Bonds pursuant to **Section 504** hereof.

“Net Revenues” means all Revenues less all Expenses.

“Operation and Maintenance Account” means the account by that name ratified and confirmed by **Section 501** hereof.

“Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Original Principal Amount” means the Original Principal Amount of the Bonds specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Outstanding,” when used with reference to Bonds, means, as of any particular date of determination, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

“Parity Bonds” means the Previously Issued Parity Bonds and any additional bonds or other obligations hereafter issued or incurred pursuant to **Section 902** hereof and standing on a parity and equality with the Bonds with respect to the payment of principal and interest from the Net Revenues of the System.

“Parity Ordinances” means the Previously Issued Parity Ordinances and the ordinance or ordinances under which any additional Parity Bonds are hereafter issued pursuant to **Section 902** hereof.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means First Bank of Missouri, Gladstone, Missouri, and any successors and assigns.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the moneys held in the funds and accounts listed in **Section 501** hereof:

(a) United States Government Obligations;

(b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by United States Government Obligations which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(c) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Previously Issued Parity Bonds” means the outstanding (i) Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program) Series 1999, (ii) Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2007, and (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2013, described in the Recitals to this Ordinance.

“Previously Issued Parity Ordinances” means Ordinance No. 99-15 of the City passed on May 19, 1999, Ordinance No. 101607A of the City passed on October 16, 2007, and Ordinance No. 11182013 of the City passed on November 18, 2013, respectively, under which the Previously Issued Parity Bonds have been issued.

“Project” means extending and improving the combined waterworks and sewerage system of the City.

“Project Fund” means the fund by that name created by **Section 501** hereof.

“Project Portion” means, for State law purposes, the principal amount of the Bonds specified in the Certificate of Final Terms attached hereto as **Exhibit B** being issued for the purpose of providing funds for the Project.

“Purchase Price” means the Purchase Price specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Purchaser” means the original purchaser of the Bonds specified in the Certificate of Final Terms attached hereto as **Exhibit B**

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Bonds” means the City’s Combined Waterworks and Sewerage System Revenue Bonds, Series 2011, to be refunded from the proceeds of the Bonds as described in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Refunding Bond Law” means Section 108.140(2), RSMo.

“Refunding Portion” means, for State Law purposes, the principal amount of the Bonds specified in the Certificate of Final Terms attached hereto as **Exhibit B** being issued for the purpose of providing funds to refund the Refunded Bonds.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210(b)** hereof.

“Revenue Fund” means the fund by that name ratified and confirmed by **Section 501** hereof.

“Revenues” means all income and revenues derived from the ownership and operation of the System, including investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of System facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Senior Lien Bonds” means the outstanding Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds (State Revolving Fund Program) Series 1994A, described in the recitals to this Ordinance.

“Senior Lien Ordinance” means Ordinance No. 080294 of the City passed on August 2, 1994, under which the Senior Lien Bonds have been issued.

“Series 1999 Bonds” means the outstanding Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program) Series 1999, of the City, dated June 1, 1999.

“Series 1999 Ordinance” means Ordinance No. 99-15 of the City passed on May 19, 1999, authorizing the issuance of the Series 1999 Bonds.

“Series 2007 Bonds” means the outstanding Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2007, of the City, dated November 14, 2007.

“Series 2007 Ordinance” means Ordinance No. 101607A of the City passed on October 16, 2007, authorizing the issuance of the Series 2007 Bonds.

“**Series 2013 Bonds**” means the outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 2013, of the City, dated December 4, 2013.

“**Series 2013 Ordinance**” means Ordinance No. 11182013 of the City passed on November 18, 2013, authorizing the issuance of the Series 2013 Bonds.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**Subsidy Payments**” means funds received by the City that either (1) must be used, or (2) have been and are expected to continue to be used, to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to (a) payments received by the City through a federal or State of Missouri program, or (b) payments related to an interest rate swap, exchange, hedge or similar agreement.

“**Surplus Account**” means the account by that name ratified and confirmed by **Section 501** hereof.

“**System**” means the entire combined waterworks plant and system and sewerage plant and system owned and operated by the City for the production, storage, treatment and distribution of water, and for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“**System Revenue Bonds**” means collectively the Bonds and all other revenue bonds or other obligations which are payable out of, or secured by an interest in, the Net Revenues of the System.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation).

“**Valuation Date**” means the first business day of each fiscal year of the System.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There is hereby authorized and directed to be issued a series of bonds of the City, designated Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014, in the Original Principal Amount specified in the Certificate of Final Terms attached hereto as **Exhibit B** (the “Bonds”). For State law purposes, the Refunding

Portion specified in the Certificate of Final Terms attached hereto as **Exhibit B** is being issued for the purpose of providing funds to refund the Refunded Bonds, and the Project Portion specified in the Certificate of Final Terms attached hereto as **Exhibit B** is being issued for the purpose of providing funds for the Project.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered in a manner determined by the Paying Agent, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. The Bonds shall be dated as of the date of delivery and payment therefor, shall become due in the amounts on the Stated Maturities (subject to redemption prior to Stated Maturity as provided in **Article III** hereof), shall bear interest at the rates per annum and shall be issued with such terms and provisions specified in the Certificate of Final Terms attached hereto as **Exhibit B**, subject to the following conditions:

- (a) The principal amount of the Project Portion shall not exceed \$900,000.
- (b) The average annual interest rate on the Project Portion, calculated as described in Section 108.170(6), RSMo (TIC), shall not exceed 4.75%.
- (c) The Net Project Proceeds of the Project Portion available to the City shall be not less than \$500,000.
- (d) The principal amount of the Refunding Portion shall not exceed the Maximum Allowable Refunding Amount specified in the Certificate of Final Terms attached hereto as **Exhibit B**.
- (e) The maximum annual debt service on the Bonds shall not exceed \$300,000.
- (f) The final Stated Maturity of the Bonds shall be not later than January 1, 2035.
- (g) The underwriting discount specified in the Purchase Price for the Project Portion shall not exceed 1.75% of the principal amount of the Project Portion.
- (h) The underwriting discount specified in the Purchase Price for the Refunding Portion shall not exceed 1.75% of the principal amount of the Refunding Portion.
- (i) The Bonds shall be subject to redemption at the option of the City beginning not later than January 1, 2024.
- (j) The Debt Service Reserve Requirement will not exceed will not exceed the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date).

The Certificate of Final Terms attached hereto as **Exhibit B** shall be completed and shall be executed by the Mayor, and the signature of the Mayor on said Certificate of Final Terms, attested by the City Clerk, shall constitute conclusive evidence of the approval of both the Mayor and the Board of Aldermen of the City.

The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the dated date thereof or from the most recent Interest Payment Date

to which interest has been paid or duly provided for, payable semiannually as provided in the Certificate of Final Terms attached hereto as **Exhibit B**.

Section 203. Designation of Paying Agent. First Bank of Missouri, Gladstone, Missouri, is hereby designated as the City's Paying Agent for the payment of principal of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of Bonds (herein called the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company located in the State of Missouri organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid its fees and expenses for its services in connection herewith, which fees and expenses shall be paid as other Expenses are paid.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register by electronic transfer to such Registered Owner.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted

Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall upon the written request of the City at least annually forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of fifteen days next preceding the first mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered in the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon

such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser of the Bonds upon payment of the Purchase Price to the City.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the City and the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement. A Preliminary Official Statement to be used by the Purchaser to offer the Bonds for sale is hereby authorized and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor of the City is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form attached hereto as **Exhibit C**, under which the City agrees to sell the Bonds to the Purchaser at the Purchase Price specified in **Exhibit B**, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor, which officer is authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 211. Authorization of Escrow Agreement. Upon completion and execution of the Certificate of Final Terms attached hereto as **Exhibit B**, the City is hereby authorized to enter into an Escrow Agreement, dated as of the date of issuance of the Bonds, between the City and the Escrow Agent, in substantially the form attached to this Ordinance and marked **Exhibit E**, establishing an escrow for the Refunded Bonds, and the Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond

Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein.

Section 212. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 212(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 212(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names and addresses of and principal amounts held by the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds

for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) *Optional Redemption by City.* At the option of the City, certain Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity on the dates and at the Redemption Prices specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

(b) *Mandatory Redemption.* The Term Bonds specified in the Certificate of Final Terms attached hereto as **Exhibit B** shall be subject to mandatory redemption and payment prior to Stated Maturity on the dates and in the principal amounts specified in the Certificate of Final Terms attached hereto as **Exhibit B** at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof, whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions from the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If any Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying

Agent shall be given by the escrow agent on behalf of the City not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds at the time Outstanding in denominations greater than \$5,000, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification number, Stated Maturity, and, in the case of partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal corporate office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

On or prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory standards established by the Securities and Exchange Commission and then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for Bonds. The Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest.

The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, Stated Maturity and right of redemption prior to Stated Maturity as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with

respect to the payment of principal and interest from the Net Revenues of the System and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over Parity Bonds and Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Bonds.

The Bonds shall be junior and subordinate with respect to the payment of principal and interest from the Net Revenues of the System and in all other respects to the Senior Lien Bonds and, in the event of any default in the payment of either principal or interest on any of the Senior Lien Bonds, all of the Net Revenues of the System will be applied solely to the payment of the principal of and interest on the Senior Lien Bonds until such default is cured.

ARTICLE V

CREATION AND RATIFICATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Establishment of Funds and Accounts. There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds and accounts to be known respectively as the:

- (a) Combined Waterworks and Sewerage System 2014 Project Fund (the “Project Fund”);
- (b) Combined Waterworks and Sewerage System Revenue Fund (the “Revenue Fund”);
- (c) Combined Waterworks and Sewerage System Operation and Maintenance Account (the “Operation and Maintenance Account”);
- (d) Debt Service Account for Combined Waterworks and Sewerage Revenue Bonds, Series 2007 (the “Series 2007 Debt Service Account”);
- (e) Debt Service Reserve Account for Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 (the “Series 2007 Debt Service Reserve Account”);
- (f) Debt Service Account for Combined Waterworks and Sewerage Revenue Bonds, Series 2013 (the “Series 2013 Debt Service Account”);
- (g) Debt Service Reserve Account for Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 (the “Series 2013 Debt Service Reserve Account”);
- (h) Debt Service Account for Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014 (the “Debt Service Account”);
- (i) Debt Service Reserve Account for Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014 (the “Debt Service Reserve Account”);
- (j) Combined Waterworks and Sewerage System Depreciation and Replacement Account (the “Depreciation and Replacement Account”); and

- (k) Combined Waterworks and Sewerage System Surplus Account (the “Surplus Account”).

The City acknowledges the creation and continuing existence of the following accounts for the Senior Lien Bonds and the Series 1999 Bonds:

- For the Senior Lien Bonds:
- (1) the Debt Service Account, the Principal Account and the Interest Account (hereinafter referred to collectively as the “Senior Lien Debt Service Account”), and
 - (2) the Reserve Account (the “Senior Lien Debt Service Reserve Account”).
- For the Series 1999 Bonds:
- (3) the Debt Service Account, the Principal Account and the Interest Account (hereinafter referred to collectively as the “Series 1999 Debt Service Account”), and
 - (4) the Reserve Account (the “Series 1999 Debt Service Reserve Account”).

In addition to the funds and accounts described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the Escrow Agreement. The investment and use of moneys in the Escrow Fund shall be governed by the Escrow Agreement.

The funds and accounts referred to in paragraphs (b), (c), (j) and (k) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in the Act and in this Ordinance, in the Senior Lien Ordinance and in the Previously Issued Parity Ordinances so long as any of the Bonds, the Senior Lien Bonds or the Previously Issued Parity Bonds remain outstanding within the meaning of this Ordinance, said Senior Lien Ordinance or said Previously Issued Parity Ordinances, respectively. The funds and accounts referred to in paragraphs (a), (h) and (i) of this Section shall be maintained and administered by the City so long as any of the Bonds remain outstanding. The funds and accounts referred to in paragraphs (d) and (e) of this of this Section shall be maintained and administered by or on behalf of the City so long as any of the Series 2007 Bonds remain outstanding. Furthermore, the funds and accounts referred to in paragraphs (f) and (g) of this Section shall be maintained and administered by or on behalf of the City so long as any of the Series 2013 Bonds remain outstanding.

Section 502. Deposit of Bond Proceeds and Other Money. The net proceeds received from the sale of the Bonds, including any premium or accrued interest thereon, together with certain other funds provided by the City, shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) The funds from sources other than proceeds of the Bonds as specified in the Certificate of Final Terms attached hereto as **Exhibit B** shall be paid and transferred to the Escrow Agent as provided in **Section 502(c)** hereof.

(b) From the proceeds of the Project Portion, an amount equal to the Net Project Proceeds for State law purposes specified in the Certificate of Final Terms attached hereto as **Exhibit B**, shall be deposited in the Series 2014 Project Account and shall be applied in accordance with **Section 503** hereof.

(c) From the proceeds of the Refunding Portion for State law purposes specified in the Certificate of Final Terms attached hereto as **Exhibit B**, an amount equal to the Net Refunding Proceeds for State law purposes specified in the Certificate of Final Terms attached hereto as **Exhibit B** which, together with the funds deposited pursuant to Section 502(a) above and the earnings to accrue on all of such moneys, will be sufficient for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds, as determined and

certified in accordance with **Section 505** hereof, shall be paid and transferred to the Escrow Agent for deposit in the Escrow Fund, to be applied in accordance with **Section 504** hereof.

(d) An amount equal to the Costs of Issuance specified in the Certificate of Final Terms attached hereto as **Exhibit B** from the sources specified therein shall be deposited in the Costs of Issuance Account and shall be used to pay costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services, and other costs, fees and expenses incurred in connection with the issuance of the Bonds and the creation of the trust described in and created by the Escrow Agreement and in carrying out the duties, terms and provisions of the Escrow Agreement. Any such moneys not used for such purpose and remaining on deposit 180 days after the delivery of and payment for the Bonds shall be deposited in the Debt Service Account and applied in accordance with **Section 602** to the payment of the next installment of interest on the Bonds.

(e) The amount specified in the Certificate of Final Terms attached hereto as **Exhibit B** from other sources specified therein shall be paid and credited to the Debt Service Reserve Account and applied in accordance with **Section 602** hereof.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the cost of the Project as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the City's Consultant for the Project, as heretofore approved by the Board of Aldermen of the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Board of Aldermen of the City incident to the issuance of the Bonds.

Withdrawals from the Project Fund shall be made only when authorized by the Board of Aldermen and only on duly authorized and executed warrants or vouchers therefor accompanied by a certificate executed by the Consultant that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Bonds or withdrawals of sums for investment or reinvestment purposes under the terms of this Ordinance without a certificate from the Consultant.

Upon completion of the Project as hereinbefore provided, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Account and applied to the payment of the next installment of interest due on the Bonds.

Section 504. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. Except as otherwise provided in the Escrow Agreement, the cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely to the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Ordinance of the City authorizing the Refunded Bonds and the Escrow Agreement.

Section 505. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the escrow provided for herein, the City shall

obtain the certification of an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to **Section 502** of this Ordinance and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds as and when the same become due.

Section 506. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity in whole or in part on such dates and in such amounts as shall be specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

Such Refunded Bonds so called for redemption and payment prior to maturity shall be redeemed at the office of the paying agent for the applicable issue of Refunded Bonds by the payment on the redemption date of the principal thereof, together with any redemption premium and accrued interest thereon to the applicable redemption date. In accordance with the requirements of the Ordinance of the City authorizing the Refunded Bonds, the City Clerk is hereby directed to cause notice of the call for redemption and payment of such Refunded Bonds described above to be given in the manner provided in the Ordinance that authorized the Refunded Bonds. The officers of the City and the paying agent for the Refunded Bonds described above are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of such Refunded Bonds as herein provided.

ARTICLE VI

APPLICATION OF REVENUES

Section 601. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund unless otherwise specifically provided by this Ordinance. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 602. Application of Moneys in Funds and Accounts. The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance Account.** There shall first be paid and credited to the Operation and Maintenance Account an amount sufficient to pay the estimated Expenses during the ensuing month. All amounts paid and credited to the Operation and Maintenance Account shall be expended and used by the City solely for the purpose of paying the Expenses of the System.

(b) **Senior Lien Debt Service Account.** There shall next be paid and credited to the debt service account for the Senior Lien Bonds the amount required to be so paid and credited by the Senior Lien Ordinance.

(c) **Senior Lien Debt Service Reserve Account.** There shall next be paid and credited to the debt service reserve account for the Senior Lien Bonds the amount required to be so paid and credited by the Senior Lien Ordinance.

(d) **Debt Service Account.** There shall next be paid and credited to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(1) Beginning with the first of said deposits and continuing on the first day of each month thereafter to and including the month preceding the date on which the first interest payment becomes due, an equal pro rata portion of the amount of interest becoming due on the Bonds on the date on which the first interest payment becomes due; and thereafter, beginning on February 1, 2015, and continuing on the first day of each month thereafter so long as any of the Bonds shall remain outstanding and unpaid, an amount not less than 1/6 of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said deposits and continuing on the first day of each month thereafter to and including the month preceding the first maturity of the bonds, an equal pro rata portion of the amount of principal becoming due on the Bonds the first maturity of the Bonds; and thereafter, beginning on the first maturity of the Bonds and continuing on the first day of each month thereafter so long as any of the Bonds shall remain outstanding and unpaid, an amount not less than 1/12 of the amount of principal that will become due on the Bonds on the next succeeding Maturity.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be so paid at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any Subsidy Payments received by the City and applied to debt service or amounts deposited in the Debt Service Account as accrued interest in accordance with **Section 502** hereof or as unused proceeds in accordance with **Section 503** hereof shall be credited against the City's payment obligations as set forth in this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account and to the debt service accounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall, unless otherwise directed by the Previously Issued Parity Ordinances, be divided among such debt service accounts in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service accounts.

All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the interest on and principal of the Bonds as and when the same become due on each Bond Payment Date.

(e) **Debt Service Reserve Account.** There shall next be paid and credited to the Debt Service Reserve Account the amount required by this subsection (e). Except as hereinafter provided in this section, moneys in the Debt Service Reserve Account shall be expended and used

by the City solely to prevent any default in the payment of interest on or principal of the Bonds on any Bond Payment Date if the moneys in the Debt Service Account are insufficient to pay the interest on or principal of said Bonds as they become due. So long as the Debt Service Reserve Account aggregates the Debt Service Reserve Requirement, no payments into said Account shall be required, but if the City shall ever be required to expend and use a part of the moneys in said Account for the purpose herein authorized and such expenditure shall reduce the amount of said Account below the Debt Service Reserve Requirement, the City shall begin or resume and continue monthly payments of one-twelfth (1/12) of such deficiency each month into said Account until said Account shall again aggregate the Debt Service Reserve Requirement.

The amounts required to be paid and credited to the Debt Service Reserve Account pursuant to this Section shall be so paid at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve accounts established for Parity Bonds under the provisions of the Parity Ordinances.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Account and to the debt service reserve accounts established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall, unless otherwise directed by the Previously Issued Parity Ordinances, be divided among such debt service reserve accounts in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve accounts.

Moneys in the Debt Service Reserve Account may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. Moneys in the Debt Service Reserve Account shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid. Any amounts in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement on any Valuation Date shall be transferred to the Revenue Fund.

(f) Depreciation and Replacement Account. There shall next be paid and credited to the Depreciation and Replacement Account the amounts required to be so paid and deposited therein pursuant to the Senior Lien Ordinance and the Previously Issued Parity Ordinances. Except as hereinafter provided in **Section 603**, moneys in the Depreciation and Replacement Account shall be expended and used by the City, if no other funds are available therefor, solely for the purpose of making unusual or extraordinary replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof, including replacing or repairing portions of the System or major items of any plant or equipment which either have been fully depreciated and are worn out or have become obsolete, inefficient or uneconomical, or for the purpose of extending, improving or enlarging the System.

(g) Surplus Account. After all payments and credits required at the time to be made under the provisions of the foregoing paragraphs of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Moneys in the Surplus Account may be expended and used for the following purposes as determined by the Board of Aldermen of the City:

(1) Paying Expenses of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of paragraph (a) of this Section;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the debt service accounts or debt service reserve accounts for System Revenue Bonds or the Depreciation and Replacement Account, or any one of them, said payments made to prevent default to be made in the order prescribed in this **Section 602** of this Ordinance or in the applicable sections of ordinances authorizing additional System Revenue Bonds hereafter issued, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any additional System Revenue Bonds; or

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bonds or any other System Revenue Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefitting the System.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the System shall be diverted to the general governmental or municipal functions of the City.

(h) *Deficiency of Payments into Funds and Accounts.* If at any time the Revenues shall be insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received by the City, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer or other authorized officer of the City is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Account, the Surplus Account and the Depreciation and Replacement Account as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the Registered Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City as provided in **Section 605** hereof. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 605. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond shall have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposit and Investment of Moneys.

(a) Moneys in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri.

(b) Moneys held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of the Revenue Fund; provided that, (a) during the period of construction of the Project, all earnings on the investment of moneys in the Project Fund shall be credited to the Project Fund, and (b) at any time that the balance on hand in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement, all earnings on investments held in the Debt Service Reserve Account shall accrue to and become a part of such Account until the amount on deposit in such Account shall aggregate the Debt Service Reserve Requirement. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Account shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Revenue Fund.

(c) So long as any of the Senior Lien Bonds or the Previously Issued Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Section shall be subject to any restrictions in the Senior Lien Ordinance or the Previously Issued Parity Ordinances with respect to the funds and accounts created or ratified by and referred to in the Senior Lien Ordinance or the Previously Issued Parity Ordinances.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with each of the Registered Owners of the Bonds that so long as any of the Bonds remain Outstanding it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The City will continuously own and will operate the System as a revenue producing System in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Continuing Disclosure Agreement. The City is authorized to enter into the Continuing Disclosure Agreement in substantially the form attached hereto as **Exhibit D**. The Mayor is authorized to execute the Continuing Disclosure Agreement with such changes, omissions, insertions and revisions therein, as such official deems advisable. The execution of the Continuing Disclosure Agreement by the Mayor shall be conclusive evidence of such approval. The Continuing Disclosure Agreement is subject to amendment and modification only as provided therein. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered a default under this Ordinance. Remedies for a default under the Continuing Disclosure Agreement shall be limited to those set forth in the Continuing Disclosure Agreement.

Section 803. Rate Covenant. The City will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce Revenues sufficient to (a) pay the Expenses of the System; (b) pay the principal of and interest on the Bonds as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City further covenants and agrees that such rates and charges will be sufficient to enable the City to have in each fiscal year Net Revenues not less than 110% of the Debt Service Requirements for such fiscal year. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues will be sufficient to cover the obligations of the City under this Section and otherwise under the provisions of this Ordinance.

Section 804. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the Revenues are at any time insufficient to pay the Expenses of the System and also to pay all interest on and principal of the Bonds as and when the same become due, then the City will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all use and services furnished to the City by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

Section 805. Corporate Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities and duties of the City

and is obligated by law to comply with the terms and provisions of this Ordinance without materially adversely affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 806. Restrictions on Mortgage or Sale of System. The City will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the System which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing redemption of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the Revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City; or

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the System. Property being leased as lessor and/or lessee pursuant to this subparagraph (c) shall not be treated as part of the System for purposes of this **Section 806** and may be mortgaged, pledged or otherwise encumbered.

Section 807. Insurance. The City will carry and maintain insurance with respect to the System and its operations against casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability insurance, business interruption insurance, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other municipalities or public entities engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the System to determine that such insurance is customary and adequate to protect its property and operations. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues.

Section 808. Books, Records and Accounts. The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues of the System, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the System.

Section 809. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit of the System to be made for the preceding fiscal year by an Accountant to be employed

for that purpose and paid from the Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such fiscal year.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of said audit shall be mailed to the Purchaser of the Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the System, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner. A copy of any such audit will, upon request and upon receipt by the City of payment of the reasonable cost of preparing and mailing the same, be sent to any Bondowner or prospective Bondowner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if any audit shall disclose that proper provision has not been made for all of the requirements of this Ordinance, the City will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

Section 810. Right of Inspection. The Purchaser of the Bonds or any Registered Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

Section 811. Sanitary Sewer Hook-on Requirements. The City will, to the extent permitted by law, require that the owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sanitary and storm sewer of the City, must, at the owner's expense, install suitable toilet facilities therein and connect such facilities directly with the proper part of the System within such reasonable time and pursuant to such regulations as shall be provided by the City.

Section 812. Performance of Duties and Covenants. The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the City by the Constitution and laws of the State of Missouri and by the provisions of this Ordinance.

Section 813. Parity Bond Certification. The City hereby represents and covenants that the Bonds directed to be issued by this Ordinance are so issued in full compliance with the restrictions and conditions upon which the City may issue additional bonds payable out of the Net Revenues of the System and which stand on a parity with the Previously Issued Parity Bonds now outstanding, as set forth and contained in the Previously Issued Parity Ordinances, and that the Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Previously Issued Parity Bonds now outstanding.

Section 814. Junior Lien Bond Certification. The City hereby represents and covenants that the Bonds directed to be issued by this Ordinance are so issued in full compliance with the restrictions and conditions upon which the City may issue additional bonds payable out of the Net Revenues of the System and which are junior and subordinate to the Senior Lien Bonds, as set forth and contained in the Senior Lien Ordinance, and that the Bonds herein directed to be issued are so issued as junior and subordinate in all respects to the Senior Lien Bonds.

Section 815. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code necessary to maintain the exclusion from federal gross income of the interest on the Bonds and (2) comply with all provisions and requirements of the Federal Tax Certificate. The Mayor is hereby authorized to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the City. The City will also pass such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance until the final Maturity of all Bonds Outstanding.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the System for the payment of moneys determined in accordance with generally accepted accounting principles consistently applied, including capital leases as defined by generally accepted accounting principles, payable out of the Net Revenues of the System or any part thereof which are superior to the Bonds.

Section 902. Parity Bonds and Other Obligations. The City covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System or any part thereof which stand on a parity or equality with the Bonds (“Parity Bonds”) unless the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance for Parity Bonds at the time outstanding (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) Either of the following:

(1) The average annual Net Revenues as set forth in the two most recent annual audits for the fiscal years preceding the issuance of additional bonds, as determined by an Accountant, are equal to at least 110% of the Average Annual Debt Service required to be paid out of Net Revenues in fiscal years succeeding the issuance of such additional bonds on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the Net Revenues for the purpose of this subsection, the City may adjust said Net Revenues by adding thereto, in the event the City shall have made any increase in rates for the use and services of the System and such increase shall not have been in effect during all of

the two fiscal years immediately preceding the issuance of additional bonds, the amount of the additional Net Revenues which would have resulted from the operation of the System during said two preceding fiscal years had such rate increase been in effect for the entire period, as certified by an Accountant or Consultant; or

(2) The estimated average annual Net Revenues for the two fiscal years immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual Debt Service Requirements to be paid out of said Net Revenues in succeeding fiscal years following the commencement of such commercial operation on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust said estimated Net Revenues by adding thereto any estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System which have been approved by the City.

Additional combined waterworks and sewerage system revenue bonds of the City issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality of lien on and claim against the Net Revenues with the Bonds, and the City may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

Section 903. Junior Lien Bonds and Other Obligations. Nothing in this Section contained shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the Net Revenues of the System, provided at the time of the issuance of such additional revenue bonds or obligations the City shall not be in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the City shall be in default in paying either interest on or principal of the Bonds, or if the City shall be in default in making any payments required to be made by it under the provisions of paragraphs (a), (b), (c), (d) and (e) of **Section 602** of this Ordinance, the City shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or for paying said obligations out of moneys in the Revenue Fund.

Section 904. Refunding Bonds. The City shall have the right, without complying with the provisions of **Section 902** hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the Net Revenues of the System; provided, however, that if only a portion of the Bonds are refunded and if said Bonds are refunded in such manner that the aggregate amount of principal and interest scheduled to become due on the refunding bonds in any fiscal year (taking into account scheduled mandatory redemptions) exceeds the aggregate amount of principal and interest scheduled to become due on the refunded Bonds in said fiscal year (taking into account scheduled mandatory redemptions), then said Bonds may be refunded without complying with the provisions of

Section 902 hereof only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Acceleration of Maturity Upon Default. The City covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same shall become due on any Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State of Missouri, and such default continues for a period of 60 days after written notice specifying such default has been given to the City by the Registered Owner of any Bond then Outstanding, then, at any time thereafter and while such default continues, the Registered Owners of 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, all of said Bonds shall become and be immediately due and payable, anything in this Ordinance or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Outstanding Bonds has been so declared to be due and payable, all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the City under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

Section 1002. Other Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 1003. Limitation on Rights of Bondowners. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner

herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 1004. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1005. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

Section 1006. Exception for Continuing Disclosure. This **Article X** shall not apply to **Section 802** of this Ordinance regarding continuing disclosure requirements, and Bondowners or Beneficial Owners of Bonds shall have no remedies for enforcement of said **Section 802** other than the remedies provided in said **Section 802**.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Bonds or the interest payments thereon shall have been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds or interest payments so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with **Section 302(a)** of this Ordinance. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the

interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the Net Revenues of the System prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement the Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance passed by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City herein provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification. A certified copy

of every such amendatory or supplemental proceedings and a certified copy of this Ordinance shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental proceedings or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 1202. Amendment to the City's Budget. The City hereby amends its budget for the fiscal years ending September 30, 2014 and September 30, 2015, to take into account the authorization of the issuance of the Bonds.

Section 1203. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A** hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 1204. Further Authority. The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1205. Severability. If any section or other part of this Ordinance, whether large or small, shall for any reason be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 1206. Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Missouri.

Section 1207. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 1208. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

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

Alderman Ford _____
Alderman Fines _____
Alderman Ray _____

Alderman McCrea _____
Alderman Turner _____
Alderman Roberts _____

Approved:

Attest:

Holly Stark, Mayor

Nick Jacobs, City Clerk

This Bond is one of a duly authorized series of bonds of the City designated "Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2014," aggregating the principal amount of \$ _____ (the "Bonds"), issued by the City for the purpose of refunding outstanding revenue bonds of the City and extending and improving the combined waterworks and sewerage system of the City (said combined waterworks and sewerage system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly Section 108.140 and Chapter 250, RSMo, and pursuant to an election duly held in the City and an ordinance duly passed by the Board of Aldermen of the City (herein called the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, Bonds or portions thereof maturing _____ 1, 20__, and thereafter may be called for redemption and payment prior to maturity on _____ 1, 20__, and at any time thereafter in whole or in part in such amounts for each maturity as shall be determined by the City (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at the Redemption Price of _____% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the Redemption Date, to the original Purchaser of the Bonds and to each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfers of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository

nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms provided in the Ordinance.

This Bond is transferable by the Registered Owner hereof in person or by the Registered Owner's agent duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance and upon surrender and cancellation of this Bond. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with (i) an issue of Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program) Series 1999 of the City, dated June 1, 1999, originally issued in the principal amount of \$1,365,000 (the "Series 1999 Bonds") (ii) an issue of Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 2007 of the City, dated November 14, 2007, originally issued in the principal amount of \$605,000 (the "Series 2007 Bonds"), and (iii) an issue of Combined Waterworks and Sewerage System Revenue Bonds, Series 2013, of the City, dated December 5, 2013, originally issued in the principal amount of \$1,245,000 (the "Series 2013 Bonds"). The Bonds, the Series 1999 Bonds, the Series 2007 Bonds, and the Series 2013 Bonds are junior and subordinate with respect to the payment of principal and interest from the Net Revenues and in all other respects to an issue of Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds (State Revolving Fund Program) Series 1994A, of the City dated August 1, 1994, originally issued in the principal amount of \$2,605,000 (the "Series 1994A Bonds") and, in the event of any default in the payment of either principal of or interest on the Series 1994A Bonds, all of the Net Revenues will be applied solely to the payment of the principal of and interest on the Series 1994A Bonds until such default is cured. Under the conditions set forth in the Ordinance, the City has the right to issue additional parity bonds and other obligations payable from and secured by the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System as will produce Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and

adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Revenues of the System, the nature and extent of the security of the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owners thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination having the same Maturity Date and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the Revenues of the System and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, THE CITY OF PECULIAR, MISSOURI, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF PECULIAR, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

FIRST BANK OF MISSOURI,
Paying Agent

(SEAL)

ATTEST:

By: _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

**EXHIBIT B
TO ORDINANCE**

CERTIFICATE OF FINAL TERMS

**FOR
COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING AND
IMPROVEMENT REVENUE BONDS, SERIES 2014**

1. Refunded Bonds – Preamble and Section 101: The Refunded Bonds are the portion of the Series 2011 Bonds specified as follows:

<u>Series of Bonds</u>	<u>Amount Refunded</u>	<u>Maturity Date</u>	<u>Redemption Date</u>
Series 2011 Bonds			

2. Maximum Allowable Refunding Amount for State law purposes – **Preamble, Section 101 and Section 202(e)**:..... \$_____

3. Original Principal Amount – **Section 101, Section 201, and Section 202**: \$_____

4. Project Portion – **Section 101, Section 201 and Section 202**: For State law purposes, the Project Portion is the \$_____ principal amount of the Bonds being issued for the Project, scheduled to mature and bear interest as follows:

SERIAL BONDS

<u>Maturity</u> <u>1</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>1</u>	<u>Principal</u> <u>Amount</u>
-----------------------------	-----------------------------------	-----------------------------	-----------------------------------

*Term Bonds subject to mandatory redemption

5. Refunding Portion - Section 101, Section 201 and Section 202: For State law purposes, the Refunding Portion is the \$_____ principal amount of the Bonds being issued to refund the Refunded Bonds, scheduled to mature and bear interest as follows:

SERIAL BONDS

<u>Maturity</u> <u>_____1</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>_____1</u>	<u>Principal</u> <u>Amount</u>
----------------------------------	-----------------------------------	----------------------------------	-----------------------------------

*Term Bonds subject to mandatory redemption

6. Dated Date, Maturity Schedule and Interest Rates for Series 2014 Bonds - Section 202:

SERIAL BONDS

Dated Date: _____, 2014

<u>Maturity</u> <u>_____1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Maturity</u> <u>_____1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
----------------------------------	-----------------------------------	--	----------------------------------	-----------------------------------	--

7. Compliance with provisions of Section 202:

- (a) Principal amount of the Project Portion (not to exceed \$_____) – **Section 202(a):** \$_____
- (b) Average annual interest rate on the Project Portion calculated pursuant to Section 108.170(6), RSMo for State law purposes (TIC) (not to exceed ____%) – **Section 202(b):**..... %
- (c) Net Project Proceeds of the Project Portion (not less than \$_____) – **Section 202(d):**..... \$_____
- (d) Principal amount of the Refunding Portion (not to exceed Maximum

- Allowable Refunding Amount) – **Section 202(e)**:..... \$ _____
- (e) Maximum annual debt service on the Bonds (not to exceed \$ _____) – **Section 202(c)**: %
- (f) Final Stated Maturity of the Bonds (not later than January 1, 2035) – **Section 202(f)**: 1, _____
- (g) Underwriting Discount for the Project Portion as a percent of the principal amount of Project Portion (not to exceed ____%) - **Section 202(g)**: %
- (h) Underwriting Discount for the Refunding Portion as a percent of the principal amount of Refunding Portion (not to exceed ____%) - **Section 202(h)**: %
- (i) First optional call date for Bonds (not later than January 1, 2024) - **Section 202(i)**:..... 1, 20__
- (j) Debt Service Reserve Requirement (not to exceed \$ _____) - **Section 202(j)**:.....\$ _____

8. Purchase Price - **Section 210**: \$ _____ (Original Principal Amount plus a premium of \$ _____ less an underwriting discount of \$ _____), which is ____% of Original Principal Amount, together with accrued interest to the date of delivery and payment.

- (a) Purchase Price of Project Portion for State law purposes: \$ _____ (equal to principal amount of Project Bonds plus a premium of \$ _____ less an underwriting discount of \$ _____) together with accrued interest to the date of delivery and payment).
- (b) Purchase Price of Refunding Portion for State law purposes: \$ _____ (equal to principal amount of Refunding Portion plus a premium of \$ _____ less an underwriting discount of \$ _____) together with accrued interest to the date of delivery and payment).

9. Optional Redemption – **Section 301(a)**: At the option of the City, the Bonds or portions thereof maturing on _____1, 20__, and thereafter may be called for redemption and payment prior to the Stated Maturity thereof on _____ 1, 20__, and thereafter in whole or in part at any time on any Interest Payment Date in such amounts for each Stated Maturity as shall be determined by the City at the Redemption Price of ____% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

10. Mandatory Redemption - Section 301(b):

(a) Term Bonds maturing _____ 1, 20__, shall be redeemed and paid as follows:

Year	Principal
<u> 1 </u>	<u>Amount</u>

*Final Maturity

11. Funds from other sources deposited into Escrow Fund – Section 502(a): \$ _____

From Series 2011 Debt Service Reserve Account: \$ _____

From _____: \$ _____

12. Net Project Proceeds for State law purposes – Section 502(b): \$ _____

13. Net Refunding Proceeds for State law purposes - Section 502(c): \$ _____

14. Costs of Issuance - Section 502(d): \$ _____ from proceeds of Project Portion for State law purposes and \$ _____ from proceeds of Refunding Portion for State law purposes, totaling \$ _____.

15. Debt Service Reserve Account - Section 502(b) – Funds credited to the Debt Service Reserve Account.....\$ _____ (the Debt Service Reserve Requirement) from the following sources:

Project Portion: \$ _____

Refunding Portion: \$ _____

_____ : \$ _____

16. Redemption of Certain Refunded Bonds - Section 511:

<u>Series</u>	<u>Redemption Date</u>	<u>Principal Amount Redeemed</u>	<u>Maturities Redeemed</u>	<u>Redemption Price</u>
2011	_____	\$ 615,000	07/01/2016- 07/01/2020	101%
2011	_____	2,120,000	07/01/2021 - 07/01/2031	100%

(SEAL)

Mayor

ATTEST:

City Clerk

**EXHIBIT C
TO ORDINANCE**

FORM OF BOND PURCHASE AGREEMENT

**EXHIBIT D
TO ORDINANCE**

FORM OF CONTINUING DISCLOSURE AGREEMENT

**EXHIBIT E
TO ORDINANCE**

FORM OF ESCROW TRUST AGREEMENT

NOTICE OF PUBLIC HEARING

A Public Hearing will be held at 6:30 p.m., August 18, 2014, at City Hall, 250 S. Main, Peculiar, Missouri, for the purpose of setting the tax levy for Fiscal Year 2014-2015, which begins October 1, 2014. The tax rates are set to produce revenues which the budget for FY 2014-2015 shows to be required from the property tax and are based upon assessment data available as of this date. These rates are subject to revision if this assessment data changes or levies being calculated by the Missouri State Auditor differ from these listed below.

Assessed Valuation (By Categories)	Current Tax Year 2014	Prior Tax Year 2013
Real Estate	\$43,548,030	\$43,330,350
Real Estate, Local Utilities	\$48,079	\$138,832
Real Estate, State Utilities	\$2,208,417	\$1,963,990
Personal Property	\$8,773,502	\$8,262,393
Personal Property, Local Utilities	\$329,451	\$238,068
Personal Property, State Utilities	<u>\$256,948</u>	<u>\$237,088</u>
Total Assessed Value	\$55,164,427	\$54,170,721

	Property Tax Revenues Budgeted For 2015	Proposed Tax Rate for 2014 (Per 100)
General Fund	\$247,832	\$.4556
Utility Fund Debt Service	\$252,500	\$.4577

**Board of Aldermen
City of Peculiar, Missouri
By Nick Jacobs, City Clerk**

Posted 8/5/14 by NJ

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 & Board of Aldermen
From: Nick Jacobs
Date: August 15, 2014
Re: Resolution 2014-45 establishing the 2014 Tax Levy

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Establish the 2014 Tax Levy
Purpose: Establish the 2014 Tax Levy

PROPOSAL

Establish the 2014 Tax Levy to be assessed per \$100 assessed value. After completing the necessary paperwork the tax levy being presented is \$0.4556 for General Revenue and \$0.4577 For Debt Service. These numbers are subject to change due to review from the State Auditor's office.

PREVIOUS ACTIONS

None

KEY ISSUES

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS

The proposed Resolution is attached for your review.

RESOLUTION 2014-45

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING THE 2014 TAX LEVY OF \$0.9133

WHEREAS, the tax rates are set to produce revenues which the budget of the Fiscal Year 2014-2015 show to be required from the property tax; and

WHEREAS, these property rates may be modified based on information forthcoming from the Missouri State Auditor’s Office as the authority in the final computation of tax levies within the State

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

Section 1. The City of Peculiar, Missouri hereby establishes and adopts the 2014 property tax rate of \$0.4556 per \$100.00 assessed valuation for General Fund purposes, and a Utility Fund Debt Service of \$0.4577 per \$100.00 assessed valuation.

Section 2. This tax rate may be modified to conform to computations to be received from the Missouri State Auditor’s Office if not in compliance with the tax levy limits mandated by the Missouri State Auditor’s Office.

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS 18th DAY OF AUGUST, 2014.

Alderman Fines _____
Alderman Ford _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, 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

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

Parks Director
Nathan Musteen

To: Board of Aldermen

From: Nick Jacobs

Date: August 15, 2014

Re: Certification of Election Results

GENERAL INFORMATION

Applicant: Staff

Status of Applicant: N/A

Requested Actions: Pass Resolution accepting results

Date of Application: August 15, 2014

Property Location (if applicable):

PROPOSAL

Accept the election results for the Motor Fuel Tax and the Annexation.

PREVIOUS ACTIONS

No previous action

KEY ISSUES

This resolution will accept the County's Election results as true.

STAFF COMMENTS AND SUGGESTIONS

STAFF RECOMMENDATION

Approval of the Resolution.

STAFF CONTACT:

Nick Jacobs

**CERTIFICATION OF ELECTION RESULTS-
BY COUNTY CLERK**

Date: August 13, 2014

TO: Nick Jacobs, City Clerk of the City of Peculiar
Primary

The following is an Official Certificate of Election Results of the _____
#26 & Absentees

Election held at Precinct's _____,
Cass County, Missouri, on August 5, 14, 20 .

We hereby certify that the:
City of Peculiar -

<i>Ballot Question 1: Shall the City impose a motor vehicle fuel tax, etc.?</i>		
	<i>Received</i>	<i>Votes</i>
<i>Yes</i>	<i>532</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>
<i>No</i>	<i>318</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>
<i>Ballot Question 2: Shall the city limits be extended, etc.?</i>		
<i>Incorporated Area - Yes</i>	<i>529</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>
<i>No</i>	<i>290</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>
<i>Un-Incorporated Area - Yes</i>	<i>0</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>
<i>No</i>	<i>0</i>	<i>Votes</i>
	<i>Received</i>	<i>Votes</i>

CERTIFICATE OF ELECTION RESULTS

I, **Janet Burlingame**, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all **CANDIDATES** and **FOR** and **AGAINST** all propositions at said election as certified to me by the duly qualified and acting judges of said election.


Janet Burlingame
 County Clerk/Election Authority
 Cass County, Missouri

RESOLUTION 2014-46

A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE PRIMARY ELECTION HELD AUGUST 5, 2014

WHEREAS, the City of Peculiar held a Primary Election of August 5, 2014, and,

WHEREAS, Janet Burlingame, County Clerk/Election Authority of Cass County, Missouri has certified the results of said election, and

WHEREAS, A copy of said certification of results are hereby attached, and

WHEREAS, The Board of Aldermen of the City of Peculiar accept the results for Questions 1 and 2.

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS 18th DAY OF AUGUST, 2014.

Alderman Fines	_____	Alderman Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman McCrea	_____	Alderman Turner	_____

APPROVED:

ATTEST:

Holly Stark, 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: Clifford L. McDonald
Date: August 18, 2014
Re: Contract to Award City of Peculiar Comprehensive Plan Update to Gould Evens

GENERAL INFORMATION

Applicant: City Staff

Status of Applicant: N/A

Requested Actions: Board of Aldermen to Consider Approving a Contract to Gould Evens for the Review and Update of the City of Peculiar Comprehensive Plan

Date of Application: August 18, 2014

Purpose: See “Requested Actions” Above

Property Location (if applicable): City Wide

PROPOSAL

Review the attached Agreement, Scope of Services and Project Budget submitted by Gould Evens for the update of the City's 2008 Comprehensive Plan and consider approval.

PREVIOUS ACTIONS

The City of Peculiar adopted the current Comprehensive Plan on November 13, 2008. The Board of Aldermen reviewed the RFQ on March 6th, 2014 prior to advertising, and approved the selection of Gould Evens on July 21, 2014.

KEY ISSUES

Peculiar's Comprehensive Plan is the critical document which guides future growth and orderly development within the city. Adopted in 2008, these plans are typically reviewed and updated every five (5) years by municipalities. The update provides the opportunity to make adjustments for economic and housing growth (or lack thereof), account for significant development (E. 211th Street – I-49 intersection) and allows for the community & civic leaders to review the plan and “Buy In” to the City's vision for the future.

STAFF COMMENTS AND SUGGESTIONS

The Comprehensive Plan was adopted in November 2008, and has served the City of Peculiar well – however it is due for an update - Gould Evens has the technical expertise & experience to achieve this.

In reviewing Gould Evens Scope of Services, there is a logical progression of Fact Finding, Due Dilligence, Public Workshops, Plan Update and Adoption. Almost as important as their expertise on performing the Update, is the Objective Analysis and View the City will receive on its growth and development.

STAFF RECOMMENDATION

Staff Recommends the Board consider approving the attached Agreement with Gould Evens to perform the Update of the City’s Comprehensive Plan.

ATTACHMENTS

1. Gould Evens Scope of Services
 2. Gould Evens Project Budget
 3. Resolution to Award Agreement – with Contract
-

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

COMPREHENSIVE PLAN UPDATE

City Of Peculiar, Missouri

SCOPE OF SERVICES – FINAL

13 August 2014

Task 1: Initiation

The Initiation task allows us to get organized and prepare for a successful planning process. This task will focus on preparing the team for the planning process by creating the steering and technical committees, confirming the process and schedule and begin the process of data collection.

It is anticipated that the following committees will be an integral part of the planning process and serve as valuable resources for the updated Comprehensive Plan.

- *Steering Committee* – The Steering Committee will provide policy guidance to the planning process through their knowledge of and leadership within the community. The Steering Committee will be comprised of 3 members of the Board of Aldermen and 3 members of the Planning Commission. City staff will take the lead in identifying the members of the committee.
- *Technical Committee* – The Technical Committee will be comprised of city staff and other identified resources that will provide technical information and direction for the plan. The participation of City Staff in the planning process is important to understand the history of development because the City will play a key role in the successful implementation of the plan.

A kick-off meeting with the Steering Committee / Technical Committee will be held to introduce the project, define their roles in the process, gain an understanding of the community from their perspective and assist the Gould Evans team to understand the community as well as identify information and additional resources.

In addition to the committees formed for the process, the public will be engaged at key points in the process to provide insight and evaluation of topics important to the future development of the community. The public at-large will be engaged through a series of public workshops.

- *Public Workshops* – Open public meetings at key points in the process will provide an opportunity for the public to review, comment and shape their plan. It is anticipated that two public workshops will take place during the process. The first meeting will be held during the visioning task to provide input on the vision for the future of the community. The second meeting will be held during the Plan Update task to review a draft of the revised comprehensive plan document. To address different topics or geographic areas of the community, break-out groups may be accommodated in the public workshops to allow a deeper level of discussion.

Tasks:

- Identify Committee members and Stakeholders
- Formalize Community Engagement and Prepare Project Schedule
- Assemble initial data, documents, base maps and other pertinent information

Events:

- Steering Committee / Technical Committee Kick-off Meeting

Deliverables:

- Meeting Notes

- Meeting Presentation

Task 2: Due Diligence

To understand the future potential of the community it is important to first understand what we have today. Similarly, to plan for the future everyone must have an understanding of those current community strengths and challenges as well as those anticipated as the community evolves. This task will update the information within the current comprehensive plan that is the foundation for Peculiar's vision. We will update the Community Profile that will provide the technical information regarding the community. This will be achieved through data review, information analysis and engagement of the Steering and Technical Committees.

The Gould Evans team will explore the issues, constraints, and opportunities impacting future development in Peculiar. A review and analysis of available base data and information and existing plans will allow us to supplement the current framework of trends. Data and information anticipated to be analyzed include: demographics, housing, community facilities (public facilities and spaces, utilities and transportation) and land use. This task also provides us an opportunity to incorporate the Downtown Marketing Plan, E. 211th Street / I-49 Interchange Marketing Plan and Economic Analysis into the data review. This information will be distilled into a Community Profile that updates existing conditions and projections in the 2008 plan.

Tasks:

- Information gathering and analysis
- Research and analysis of current plans and policies
- Create updated Community Profile

Events:

N/A

Deliverables:

- Updated Community Profile

Task 3: Visioning

The citizens of Peculiar will be asked to affirm or alter the vision for the community within this planning process. Based on information and trends analyzed in Task 2, the community will be asked to reassess their vision for the city as defined in the 2008 plan. The vision as affirmed, edited or changed will provide the foundation for the recommendations of the plan and the implementation measures necessary to move the community forward.

Tasks:

- Validation / Alteration of Community Vision

Events:

- Public Workshop #1 – review of community profile and validation of community vision
- Committee Workshop – extended work session with the Technical and Steering committees for the review of community profile and community vision with discussion regarding direction of the plan updates

Deliverables:

- Community Vision Update (including meeting and workshop feedback)

Task 4: Plan Update

Results from the Due Diligence and Visioning tasks will provide the direction to begin drafting the update to Peculiar's Comprehensive Plan. Specific plan elements, goals, objectives and implementation strategies will be developed based on data analysis and input received from the meetings and workshops. The focus of the initial drafting will be to develop the necessary narrative and graphic information to update the Comprehensive Plan and provide additional guidance regarding decision making and implementation efforts. This task also provides us an opportunity to incorporate new policies and ideas that have been adopted by the City since the last comprehensive plan was prepared.

Tasks:

- Draft Plan Preparation
- Steering and Technical Committee review of Draft Plan
- Community Review of Draft Plan

Events:

- Steering Committee / Technical Committee Meeting – review of draft plan
- Public Workshop #2 – review of draft plan

Deliverables:

- Draft Plan

Task 5: Implementation / Adoption

The final task of the planning process will focus on creating the policies, actions and strategies that will implement the vision defined by the community and the adoption of the updated Comprehensive Plan by the City.

5.a Implementation Plan

To implement the recommendations of the updated plan, new policies, actions and strategies will be prepared as an update to the implementation matrix of the current comprehensive plan. This update will focus on the changes to the community identified during the process, including the 211th Street interchange and the necessary actions to support growth and development around that improvement. Recommended changes to the Capital Improvements Program will be prepared based on the comprehensive plan and implementation matrix recommendations.

5.b New Regulatory Tool

To address future growth and development associated with the new interchange at 211th Street and I-49, it is anticipated that a new regulatory tool will be necessary to guide development. This new tool will focus on the form, access and quality of future development. Dependent on the format in which the tool is created, it may be incorporated into the Peculiar's Zoning Code.

5.c Adoption

This task will involve two public hearings, Planning Commission and Board of Aldermen, to introduce the recommended plan into the formal review and adoption process and include ongoing technical support through the adopted version of the plan.

Tasks:

- Preparation of implementation plan and coordination with current Capital Improvements Plan
- Preparation of new regulatory tool
- Formal review and adoption process

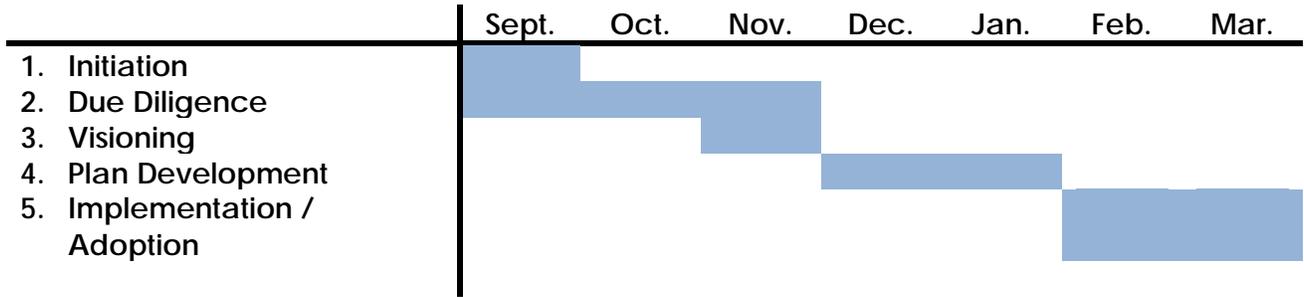
Events:

- Planning Commission Hearing
- Board of Aldermen Meeting

Deliverables:

- Public Hearing Presentation
- Final Draft Plan
- Final Plan

Project Timeline:



Additional Services:

- Zoning Code Review** - Regulations should also be a focus during the comprehensive plan update process, as they will influence the implementation of the plan. We will conduct a detailed review of the current development regulations and identify where they may conflict with or undermine the plans direction. This report will provide a critical link between the plan and development regulations, and outline necessary changes to the Zoning Code to ensure implementation of the community's vision.
Additional Cost: \$6,000 to \$10,000

COMPREHENSIVE PLAN UPDATE
City Of Peculiar, Missouri

PROJECT BUDGET – FEE SCHEDULE

11 August 2014

	Fee	Expenses	Total
1. Initiation	\$1,440	\$40	\$1,480
2. Due Diligence	\$13,940	\$75	\$14,015
3. Visioning	\$8,510	\$130	\$8,640
4. Plan Development	\$18,600	\$150	\$18,750
5. Implementation / Adoption	\$7,040	\$75	\$7,115
TOTAL	\$49,530.00	\$ 470.00	\$50,000.00

THIS AGREEMENT made this 18th day of August, 2014 by and between the City of Peculiar, Missouri (“Client”) and Gould Evans, P.C., a Missouri Professional Corporation (“Consultant”).

WITNESSETH

WHEREAS, the Client desires to engage the Consultant to render certain agreed upon professional planning services for the City of Peculiar’s Comprehensive Plan Update, and the Consultant is willing to provide such services, all upon the terms set forth below.

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. **Scope of Services:** The Consultant will undertake work assigned by Client relating to *Attachment A: Scope of Services*.
2. **Time and Performance:** The Consultant’s services shall commence upon execution of this Agreement by both parties. Once approved by the Client, the Consultant shall complete the tasks described in the Scope of Services within seven (7) months from the date of execution of this Agreement, unless delayed by circumstances beyond Consultant’s control.

The Consultant will exercise reasonable skill, care and diligence in the performance of its services, and will carry out its responsibilities in accordance with the customarily accepted planning practices in Consultant’s community. The Client shall be responsible for the timely delivery of data and support information requested by the Consultant in a manner that will allow the Consultant the ability to perform its services within the time frame noted above.

Compensation: The Consultant shall be compensated, a fixed fee not-to-exceed \$50,000.00, including reimbursable expenses. Consultant will bill on a monthly basis of percentage of work completed by project phase, up to the maximum fees stated above. Consultant will not exceed the maximum fees stated above without written authorization from the Client. The fees shall be based on the task and fee schedule in *Attachment B: Project Budget*.

3. **Payment:** The Client shall pay the amount due within 30 days after receipt of Consultant’s invoice. If the invoice is not paid within 30 days, the Consultant may suspend services upon written notice to the Client. If a portion of the Consultant’s statement is disputed, the Client shall pay the undisputed portion by the due date. Interests on amounts due and unpaid shall accrue at the rate of 1.5% per month from date due until paid. In any action to recover payment due, Consultant shall be entitled to recover its attorney’s fees costs. The Client shall advise the Consultant in writing of the basis for any disputed portions of the statement within 7 days of receipt of invoice. Undisputed portions of the invoice shall be timely paid by Client notwithstanding such disputed portions.
4. **Time and Expense Records:** The Consultant shall keep and maintain time and expense records relating to the scope of services described above, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the Client. The Client shall have the right to examine such records as it deems necessary upon reasonable notice to the Consultant at Consultant’s place of business during normal business hours.
5. **Authorization of Changes:** Any changes or additional tasks required for the performance of this Agreement and any compensation due for the provision of additional services shall only be authorized by the Client in writing, and the Consultant shall first request such changes in writing. The

Consultant shall be compensated for any additional tasks so approved and authorized, based upon a fee determined by the Consultant and Client for such additional professional services.

6. **Liability:** The Consultant agrees to indemnify and hold harmless the Client, its employees, officials, agents and representatives, from any and all losses of whatever kind to the extent caused by Consultant's negligent acts of failure to act in performance of this Agreement. The Client agrees to indemnify and hold harmless the Consultant, its staff and employees and affiliates from any and all losses of whatever kind to the extent caused by Client's negligent acts or failure to act in performance of this Agreement.
7. **Disputes/Termination:** Each party may terminate this Agreement with ten (10) days' written notice to the other party. In the event of such termination, provided the consultant is not then in default under this Agreement, the Client shall pay the Consultant its compensation and expenses to and through the actual date of termination, upon documentation of those costs by written invoice to the Client.
8. **Ownership of Documents:** Upon receipt of final payment by Consultant, all original final documents, studies or graphic materials, drawings, plans and digital files prepared by the Consultant shall be deemed property of the Client except as to confidential matters or trade secrets of the Consultant (if identified as such in writing by the Consultant), but only after the final payment by the Client for the same. The Consultant shall be permitted to retain copies, including reproducible copies, of the Consultant's drawings, specifications and other documents. The Client's right of ownership in all such documents shall not prohibit the Consultant from future utilization of design or planning drawings or concepts in the ordinary course of Consultant's business and the Client hereby grants the unrestricted permission to use all such data contained in the Consultant's drawings, text and other documents.

The Client shall prohibit any Contractor and its subcontractors or suppliers from utilizing the Consultant's drawings or other documents on other projects not authorized by the Client. In the case of any future reuse of the documents by the Client without Consultant's direct professional involvement, the Consultant's and Consultant's consultants' names shall be removed from all such documents and the Consultant shall not be liable to the Client in any manner whatsoever for their reuse. Due to the potential exposure to liability when reused, the Client agrees to indemnify and hold harmless the Consultant, Consultant's consultants, their agents, and employees, from and against any claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from the Client's reuse of any such drawings or documents other than for use in this Project with Consultant's direct involvement, including any claims brought by any third-parties, and including any claims relating to the Consultant's or its consultants' negligent preparation of any such drawings or other documents. The Client's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon the Client's successors and assigns.

9. **Confidentiality of Findings:** Any reports, information, data or intellectual property whatsoever given or prepared as assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Client, except for those uses specified in Item 10, Public Relations.
10. **Public Relations:** Consultant shall have the right to retain and utilize copies of all work it produces on the Project for citation and dissemination in the Consultant's resume, brochures and other generally recognized forms of professional public relations.

- 11. Extent of Agreement:** This Agreement represents the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.
- 12. Severability:** Should any of the provisions of this Agreement be determined to violate any state law or City ordinance, that shall not affect the validity of the other terms of this Agreement and there shall be added to this Agreement a legal, valid or enforceable term or provision as similar as possible to the stricken provision.
- 13. Applicable Law:** Parties agree that Missouri law is controlling in interpreting this Agreement.
- 14. Insurance:** Consultant shall maintain, at its own expense, the following insurance with insurance companies reasonably acceptable to Client:
- (a) Professional Liability Insurance in the amount of five hundred thousand Dollars (\$500,000.00) (per claim and aggregate, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of Consultant's services under this Agreement) covering personal injury, bodily injury and property damages to the extent caused by consultant's negligent acts, errors or omissions, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement.
 - (b) Commercial General Liability Insurance, occurrence form, (including completed operations and broad-form contractual liability) in the amount of five hundred thousand Dollars (\$500,000.00) combined single limit per occurrence and aggregate covering personal injury, bodily injury and property damage, which insurance shall name the Client as an additional insured.
 - (c) Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount five hundred thousand Dollars (\$500,000.00) covering bodily injury and property damage, which insurance shall name the Client as an additional insured.
 - (d) Worker's Compensation Insurance, which shall fully comply with applicable law, and employer's liability insurance with limits of not less than one hundred thousand Dollars (\$100,000.00) per accident / \$1 Million disease policy limit / \$1 Million disease each employee. Consultant shall provide a valid waiver executed by its workers compensation and employer's liability insurance carrier of any right of subrogation against Client or its employees for any injury to a covered employee working on Client's premises.

Upon execution of this Agreement, Consultant shall provide to Client Certificates of Insurance reflecting the required coverages at their request. The certificates shall specify the date when such insurance expires. Each policy and each Certificates of Insurance shall provide that Client shall be given not less than thirty (30) days' written notice before cancellation, non-renewal of coverage of such insurance except for non-payment. A renewal certificate shall be furnished to Client prior to the expiration date of any coverage, and Consultant shall give Client written notice of any reduction or other material modification in such insurance no later than thirty (30) days prior to such change.

- 15. Assignment:** Consultant shall not assign this Agreement or any part hereof, or the right to any payments to be received hereunder, without prior written consent of Client. However, Consultant may subcontract portions of the services the subconsultants without violating this provision.

Mediation: In the event that a dispute shall arise between the parties to this Agreement, then as a condition precedent to an arbitration or legal action by either party, the parties agree to participate in at least four hours of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Kansas City, Missouri, unless another location of mutually agreed upon. Should the dispute remain unresolved following 4 hours of mediation then either party shall be entitled to bring a civil action in the Circuit Court of Cass Co. Mo.

16.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above,

FOR:

Name:

Signature:

Title:

Date:

FOR:
GOULD EVANS.

Name: Dennis Strait, AIA, ASLA

Signature:

Title: Principal

Date:

FOR:

Name:

Signature:

Title:

Date:

FOR:
City of Peculiar.

Name: Holly Stark

Signature:

Title: Mayor

Date:

RESOLUTION 2014 -47

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GOULD EVENS FOR THE PURPOSE OF SECURING PROFESSIONAL SERVICES TO UPDATE THE CITY OF PECULIAR COMPREHENSIVE PLAN.

WHEREAS, the Comprehensive Plan for the City of Peculiar, Missouri was adopted on November 13, 2008; and

WHEREAS, the standard review and update for a City’s Comprehensive Plan is performed every five (5) or six (6) years; and

WHEREAS, the City of Peculiar, Missouri recognizes the need to review and update this document to guide future growth and orderly development within the City; and

WHEREAS, the City of Peculiar, Missouri desires to have this critical document reviewed and updated by entering into this Service Agreement with Gould Evens for the services described:

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 contract with Gould Evens .

Section 2. *Effective Date.* The effective date of this resolution shall be the 18th day of August, 2014.

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

Alderman Fines	_____	Alderman Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman McCrea	_____	Alderman Turner	_____

APPROVED:

ATTEST:

Holly Stark, 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: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: August 14, 2014
Re: Engineering Services

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: By a resolution: of the tentative approval of Carollo Engineers for Engineering Services for Wastewater System Engineering Report and approval of resolution – engineering contract agreement.
Property Location: Northwest area of the City of Peculiar
Purpose: Provide sewer service to the Northwest area of the City of Peculiar as cost effective as possible

PROPOSAL

Address sewer service to this area today and in the future. Projecting flows along with looking at a wastewater system that complies with regulatory limits and requirements.

Engineering contract agreement and scope of services and fees are attached.

PREVIOUS ACTIONS

None

KEY ISSUES

The grant is up to a maximum of \$50,000.00 for an engineering report. This will be a major planned industrial growth area. Evaluate the partnering with the City of Belton to treat the City of Peculiar's wastewater along with planned growth or upgrading. There are other areas, i.e. rates, security, GIS etc. we want to investigate to see if the grant can be used.

Once the Mayor and BOA approve, then agreement can be forwarded to MDNR for their concurrence and approval.

STAFF COMMENTS AND SUGGESTIONS

RFQ's were sent out and two engineering firms responded, Carollo Engineers and George Butler and Associates. Staff evaluated both firms' qualifications and feel Carollo Engineers will meet the City's needs.

STAFF RECOMMENDATION

Staff recommends approval of the engineering contract agreement and the scope of services and fees; and that the City move forward into an engineering contract agreement and the scope of services and fees for an engineering report with Carollo Engineers subject to MDNR approval and their concurrence.

ATTACHMENTS

Engineering contract agreement
Scope of services and fee
Professional Rate of Services
Resolution 2014-48

PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. _____

PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

THIS AGREEMENT is dated this _____ day of _____, 20__ between PECULIAR, MISSOURI, a municipal corporation (City), and __Carollo Engineers, Inc. _____ (Professional).

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose:

This project is titled “Wastewater System Engineering Report.” The scope of the project includes a report that will evaluate alternatives for extending sewer service to a currently undeveloped area of the City, as well as the option to divert all waste flows (both current and future) from the City to the City of Belton’s Wastewater Treatment Facility (WWTF). The Engineering Report will be developed in accordance with regulations by the Missouri Department of Natural Resources (MDNR).

Sec. 2. Services to be performed by Professional. Professional shall perform the following Scope of Services:

- A. See Attachment A – Scope of Services, attached hereto and incorporated by reference.
- B. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences related to the inspection and review of the work may be held at the request of City or Professional.
- C. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers

or other persons or organizations performing or furnishing any of the work on the project upon written request by the Owner.

- D. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- E. Professional shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Professional, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Professional in the Scope of Services.
- F. Because Professional has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Professional's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. Professional does not guarantee that proposals, bids, or actual Project costs will not vary from Professional's cost estimates or that actual schedules will not vary from Professional's projected schedules.
- G. To the extent necessary to render the services, City shall grant to or secure on behalf of Professional a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use City's or other project participant's supplied content, materials or documents. Professional shall not be responsible for verifying or ensuring the accuracy of any information or content supplied City or any other Project participant, nor ensuring that such information or content does not violate or infringe any law or other third party rights. City is not hereby guaranteeing the accuracy of any such information or content and/or guaranteeing that such information or content does not violate or infringe any law or other third party rights, only acknowledging that Professional is not responsible for verifying the accuracy and or intellectual property rights of such information and content.

Sec. 3. Term of Agreement. Unless sooner terminated as provided herein, this Agreement shall remain in force for a period which may reasonably be required for the completion of the Project not to exceed _____ calendar days after the Notice to Proceed. Any periods when work is under review by City and not progressing for that reason will not be considered in computing calendar days spent on the Project. The Director is authorized to enter into an amendment to

extend the term of the Contract and time of performance for this Contract. A performance appraisal of the Professional shall be completed at the completion of the project.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement is fifty thousand and 00/100 (\$50,000), as follows:
1. Forty-six thousand one hundred sixty one and 00/100 dollars (\$46,161) for the services performed by the Professional under this Agreement.
 2. For Professional services described in the Scope of Services, City shall pay Professional compensation amounting to actual time charges based on attached position classifications. A schedule of position classifications and the hourly range for each position classification is included as a part of **Attachment A – Scope of Services**.
 3. Actual reasonable expenses incurred by the Professional directly related to the Professional’s performance under this Agreement, to include only the following, in an amount not to exceed three thousand eight hundred forty and 00/100 dollars(\$3,840). The following are the reimbursable expenses that City has approved: Travel, Subsistence, and Printing.
 4. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.
 5. Professional may alter compensation distribution between individual phases, tasks, or work assignments to be consistent with the Services actually rendered, within the total not to exceed amount of \$50,000. Professional shall not exceed the maximum amount payable without prior written permission by City.
- B. **Method of Payment.**
1. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment. Invoice shall be done and payable upon receipt. City shall give prompt written notice of any dispute amount and shall pay the remaining amount.

C. **Condition Precedent to Payment.**

1. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

Sec. 5. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City of Peculiar, Public Works Department – Engineering Division, City Engineer: Carl Brooks, P.E.

Address: 250 S. Main St, Peculiar, MO 64078

Phone: (816) 779-2228 Facsimile: (816) 779-1004

Design Professional: Carollo Engineers, Inc.

Design Professional’s Legal Name: Carollo Engineers, Inc.

Contact: Mr. Patrick McCole, Address: 903 E. 104th Street, Ste 320, Kansas City, MO 64131

Phone: (816) 326-6713 Facsimile: (816) 326-6701

E-mail address: pmccole@carollo.com

All notices are effective on the date mailed or deposited with courier.

Sec. 6. Merger. This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 7. Conflict Between Agreement Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Sec. 8 Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement. Design

Professional shall be entitled to use and rely upon all such data provided by City or others in completing the services required hereunder.

- B. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- C. Provide standard City forms as required.
- D. Provide City – Licensed Geographical Information System Data set forth in **Attachment B**, incorporated into this Agreement, which Design Professional shall be entitled to use and rely upon in completing the services required hereunder.
- E. Arrange for access to and make all provisions for Design Professional to enter upon public and private property as required for Design Professional to perform the services required hereunder.

Sec. 9. Attachments to Part I. The following documents are Attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Engineering Services for City of Peculiar – Wastewater System Engineering Report.

Attachment B – City-Licensed Geographical Information System Data

Sec. 10. Subcontracting. Design Professional is not authorized to subcontract any portion of the Services under this Agreement without the prior written consent of the City.

Sec.11.Incorporation of Federal/State Laws and Regulation. Design Professional shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds. The federal/state laws and regulations applicable to the use of funds provided under this Agreement are incorporated and made a part of this Agreement by reference. Design Professional agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Agreement shall include all subsequent amendments.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

PROFESSIONAL

I hereby certify that I have authority to execute
this document on behalf of the Professional

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

PECULIAR, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

(Date)

ATTACHMENT B

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use and rely upon the information contained in the licensed materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL. Notwithstanding the foregoing, DESIGN PROFESSIONAL shall be entitled to keep one (1) copy of the above noted materials for its records and in accordance with prevailing engineering practice. DESIGN PROFESSIONAL agrees that such data will not be used in conjunction with any other project and/or undertaking, but will be kept as part of this project’s records.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in Section 256.670, Revised Statutes of Missouri. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to Section 256.670 Revised Statutes of Missouri.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modification of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2. Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City

or any of its agencies, officials, officers, or employees. Professional shall not be responsible for warranties, guarantees (which does not include providing opinions regarding the construction contractor's warranties and/or guarantees), fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Professional shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Professional's subconsultants, that impact project completion and/or success.

Sec. 3. Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

1. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. **Workers' Compensation Insurance:** as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory Employers Liability

\$100,000 accident with limits of:
 \$500,000 disease-policy limit
 \$100,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

4. **Professional Liability Insurance:** with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Professional's Minimum</u>	<u>Fee Minimum Limits</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order

Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense

in case of error or oversight in design by Professional.

D. Professional has no control over the cost of labor, materials, equipment, services or schedules furnished by others, or over the construction contractor's methods of determining prices, or other competitive bidding or market conditions, practices, bidding strategies or scheduling methodologies. Cost estimates and construction schedule estimates are based on Professional's opinion based on experience and judgment. Professional cannot and does not guarantee that proposals, bids or actual Project construction costs and/or schedules will not vary from cost estimates and construction schedule estimates prepared by Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the

Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Sec. 6. 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 waive venue.

Sec. 7. Compliance with Laws. Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Professional specifying the effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within 30 days of such date.

B. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City

C. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within 30 days of such date.

Sec. 9. Default and Remedies. If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful,

the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Audit.

A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.

B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. Tax Compliance. Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 17. Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an

unauthorized alien in connection with the contracted services.

Sec. 18. Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 19. Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 20. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 21 Third Parties.

The services to be performed by Professional are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

Sec. 22 Services During Construction.

The parties agree that Professional shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site.

Additionally, Professional shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions. The construction contractor's obligations under this paragraph do not relieve Professional from the indemnification obligations regarding Professional's professional negligence as delineated in Section 2 of this Agreement.

Professional shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the Contract Documents.

**DRAFT - Engineer's Scope of Work
City of Peculiar, MO Wastewater System Engineering Report**

GENERAL

The following Scope of Work describes the Design Professional's work associated with the study for sewer service extension in a designated northwest area of the City of Peculiar, Missouri (City). This project will comprise the development of an Engineering Report to identify and recommend necessary facilities to extend the City's sewer system and convey the waste flows from this area to the Belton Wastewater Treatment Facility (WWTF) for treatment.

The results of this study will be documented and presented in an Engineering Report, formatted in accordance with the current Clean Water Commission Design Guides 10 CSR 20-8. Design Professional will present a brief assessment of the existing facilities, recommendations for proposed new facilities, estimated costs and impact on user fees for these improvements.

In the event of a conflict or ambiguity between the Agreement and the details of Engineer's Scope of Work set forth in this attachment, Scope of Services shall take precedence.

Scope of Service Work Tasks

The Design Professional's Scope of Work shall consist of the following tasks:

- Task 1.0 – Project Management
- Task 2.0 – Data Collection and Analysis
- Task 3.0 – Engineering Report
- Task 4.0 – Agency Coordination

Task 1.0 – Project Management

1.1 Meetings. Conduct project meetings and workshops. These meetings and workshops are described further as follows:

1.1.1 Kick-Off Meeting.

Conduct initial project kick-off meeting with City and Design Professional to review the project purpose and objectives, scope of work, organization chart, project delivery schedule, and project flow chart. Existing information, including but not limited to previous reports developed for the City's existing wastewater treatment facilities and collection system, existing collection system drawings, master planning documents, GIS data, and other available information, will also be collected.

1.1.2 Coordination Meeting with the City of Belton.

(This meeting could take place in conjunction with the project kick-off meeting.) Conduct project meeting with the Cities of Peculiar and Belton to discuss previous agreements between the two municipalities regarding land and facility use, and operation and maintenance of the proposed new facilities.

1.1.3 MDNR Coordination Meeting.

Conduct project meeting to inform Missouri Department of Natural Resources (MDNR) staff of the evaluation process and work with the City and MDNR staff in developing alternatives for extension of sewer service, and recommendations to convey waste flows to the City of Belton WWTF for treatment. The Design Professional will record the meeting activities, action items, and decisions in meeting notes that will be delivered to the City.

1.2 Progress Meetings. Conduct two progress review meetings to inform City staff on the progress, issues, and recommendations of the study. One meeting will be conducted in person; the other meeting will take place via teleconference.

- 1.3 Maintain Action Item and Decision Logs. Create and maintain throughout the project an Action Item and Decision Log.

Task 2.0 – Data Collection and Analysis

- 2.1 Review Existing Documents and Information.

The Design Professional will review existing background information and data related to the study area. This includes a review of such documents as:

- Sewer inventory databases;
- Available topographic maps, floodplain maps;
- Aerial photographs and City Geotechnical Information Systems (GIS) data within the designated service area to evaluate sewer alignments and lift station locations;
- Utility location records, property ownership records, property maps, utility maps; and
- Data for any known proposed projects planned by other departments within the City for identification of potential conflicts.

- 2.2 Review Previously Developed Reports/Studies.

The City's most recent Comprehensive Plan will also be reviewed to evaluate land use development and wastewater flow projections for the designated service area.

Task 3.0 – Engineering Report

- 3.1 Prepare an Engineering Report in general conformance with the current Clean Water Commission Design Guides 10 CSR 20-8. The report will include a summary of the following items:

3.1.1 Existing Facilities Description. Based on data/information from previous reports (by Others) provided by the City, Design Professional will present a summary of the existing treatment capacity at both the City of Peculiar's and Belton's wastewater treatment facilities to demonstrate the ability or inability to accept the additional flow from the designated northwest area of Peculiar. Information from these previous reports will also be used to assess the ability to produce effluent that is in compliance with current and anticipated future NPDES Permit Limitations.

3.1.2 Service Area Description. Based upon discussions with City Staff and available GIS Data (to be provided by the City), Design Professional will prepare a figure and summary description of the extension of the sewer service area in northwest Peculiar.

3.1.3 Wastewater Characteristics. Design Professional will evaluate and summarize the proposed characteristics of the wastewater from the proposed service area based on the City's assumptions for industries to be added to the area. Summary of the wastewater characteristics includes average and peak flow capacity, flow contributors, as well as any pre-treatment needs.

3.1.4 Collection System Alignment Analysis. Design Professional will evaluate alignment alternatives for the new interceptor and sanitary sewer system for the northwest service area. City shall provide any available GIS and topographic data of the service area.

3.1.5 Lift Station Location Evaluation. Based on discussions with City Staff and available GIS data, Design Professional will evaluate the constructability, access, design, and cost of up to two (2) possible locations for the new lift station.

3.1.6 Force Main Routing Analysis. Design Professional will evaluate alignment alternatives for the new force main from the new lift station to the Belton WWTF. A hydraulic profile of the facilities will also be developed to depict the design peak flow rate. City shall provide any available GIS and topographic data of the general area of the northwest service area and the Belton WWTF.

3.1.7 Total System Conveyance Alternative. As part of the alternatives evaluation, the Design Professional will evaluate, for comparative purposes, the new facilities and costs required to convey waste flow currently sent to the City's WWTP to the City of Belton's WWTF.

3.1.8 Associated Improvements. Any supplemental improvements required or recommended at the Belton WWTF to accept the additional flow from the northwest Peculiar service area will be evaluated and summarized.

3.1.9 Estimated Project Costs. Design Professional will develop conceptual costs for comparison between developed alternatives. These estimates reflect the Design Professional's professional opinion of costs and will be subject to change as project design develops. The Design

Professional cannot and does not warrant or guarantee the proposals, bids, or actual construction costs will not vary from the conceptual cost estimates that are presented in the Engineering Report.

3.1.10 Project Phasing. Design Professional will evaluate and recommend a phased project plan, as appropriate, for development of the recommended improvements to correspond with projected growth.

3.1.11 Project Financing. City will provide rate model for Engineer's review and use for evaluation of project financing options.

3.1.12 Regulatory and Other Legislative Considerations. Design Professional will evaluate and summarize existing and proposed sewer rate ordinances; inter-municipal agreements and arrangements between the Cities of Peculiar and Belton; as well as any regulatory requirements to be addressed during the design of the new facilities.

3.2 Draft Engineering Report. The Design Professional will provide the City with 2 copies of the draft Engineering Report for the new sewer service extension system.

3.2.1 Finalize Engineering Report. The Design Professional will incorporate City comments into the final Engineering Report.

3.2.2 Hard Copy Report. The Design Professional will deliver 5 copies of the Final Engineering Report.

Task 4.0 - Agency Coordination

Coordination of the findings and recommendations of the Engineering Report with various agencies within the City and State.

The following agencies and/or topics of review will be included in the study. The Design Professional will assist in the arrangement of meetings and discussions to facilitate the required coordination:

4.1 Inter-Municipal Coordination

4.1.1 Land and Facility Use

4.1.2 Operation and Maintenance Responsibilities

4.1.3 User Fees

4.1.4 Sewer Use Ordinances

4.2 MDNR Coordination

4.2.1 Permitting issues

4.2.2 Compliance to existing regulations

4.2.3 Acceptance of proposed wastewater system collection and conveyance system

4.3 Design Professional will identify required permits for the sewer system extension and lift station and force main design.

DRAFT



Project: Engineering Report - Sewer System Extension
 City of Peculiar, Missouri
 Fee Estimate - Engineering Report

Job Number: 305.75.000

DRAFT

Date: 16-Jul-14
 By: M. Turner

Checked: _____
 Date: _____

Project Task / Description	Estimated Labor Hours					Estimated Direct Costs		Total Costs				Comments
	Senior Professional	Lead Project Professional	Senior Technician	Support Staff	Total Number of Hours	Travel, Subsistence, and Printing \$0.55 per mile	PECE (2) \$11.50 per labor hour	Total Labor	Total Direct and Other Costs	Task Costs	Task Total Costs	
Task 1.0 - Project Management											\$3,838	
1.1 - Meetings (Kick-Off, Coordination Mtgs (3 total))	3	6			9	\$127	\$104	\$1,541	\$231	\$1,771		
1.2 - Progress Meetings (2 total)	2	4			6	\$44	\$69	\$1,027	\$113	\$1,140		
1.3 - Maintain Action Items & Decision Log		6			6		\$69	\$858	\$69	\$927		
Task 2.0 - Data Collection and Analysis											\$3,428	
2.1 - Review Existing Documents and Information	2	8			10		\$115	\$1,599	\$115	\$1,714		
2.2 - Review Previously Developed Reports/Studies	2	8			10		\$115	\$1,599	\$115	\$1,714		
Task 3.0 - Engineering Report											\$35,363	
3.1 - Prepare Engineering Report												
3.1.1 - Existing Facilities Description		2			2		\$23	\$286	\$23	\$309		
3.1.2 - Service Area Description		4			4		\$46	\$572	\$46	\$618		
3.1.3 - Wastewater Characteristics		2			2		\$23	\$286	\$23	\$309		
3.1.4 - Collection System Alignment Analysis		24	24		48		\$552	\$6,786	\$552	\$7,338		
3.1.5 - Lift Station Location Evaluation		16			16		\$184	\$2,288	\$184	\$2,472		
3.1.6 - Force Main Routing Analysis		16			16		\$184	\$2,288	\$184	\$2,472		
3.1.7 - Total System Conveyance Alternative	8	24			32		\$368	\$5,252	\$368	\$5,620		
3.1.8 - Associated Improvements		8			8		\$92	\$1,144	\$92	\$1,236		
3.1.9 - Estimated Project Costs		8			8		\$92	\$1,144	\$92	\$1,236		
3.1.10 - Project Phasing		8			8		\$92	\$1,144	\$92	\$1,236		
3.1.11 - Project Financing	4	12			16		\$184	\$2,626	\$184	\$2,810		
3.1.12 - Regulatory & Other Legislative Considerations	4	8			12		\$138	\$2,054	\$138	\$2,192		
3.2 - Draft Engineering Report												
3.2.1 - Finalize Engineering Report		24	12	24	60		\$690	\$6,825	\$690	\$7,515		
3.2.2 - Final Report Deliverable												
Task 4.0 - Agency Coordination											\$7,783	
4.1 - Inter-Municipal Coordination												
4.1.1 - Land & Facility Use	1	4			5		\$58	\$800	\$58	\$857		
4.1.2 - Operation and Maintenance Responsibilities	1	2			3		\$35	\$514	\$35	\$548		
4.1.3 - User Fees	1	8			9		\$104	\$1,372	\$104	\$1,475		
4.1.4 - Sewer Use Ordinances	1	4			5		\$58	\$800	\$58	\$857		
4.2 - MDNR Coordination												
4.2.1 - Permitting Issues	1	8			9		\$104	\$1,372	\$104	\$1,475		
4.2.2 - Compliance to Existing Regulations	1	4			5		\$58	\$800	\$58	\$857		
4.2.3 - Acceptance of Proposed WW Collection & Conveyance System	1	4			5		\$58	\$800	\$58	\$857		
4.3 - Identification of Required Permits	1	4			5		\$58	\$800	\$58	\$857		
Total Hours	33	226	36	24	319							
Total Cost	\$7,508	\$32,318	\$5,031	\$1,716	\$46,573	\$171	\$3,669	\$46,573	\$3,840	\$50,412	\$50,412	

Notes:
 (1) Labor rates based on Carollo fee schedule.
 (2) PECE = Project Equipment and Communication Expenses.
 (3) Travel costs for meetings with City based on 40 miles round trip from Carollo Engineers offices in Kansas City, MO to Peculiar, Missouri
 (4) Travel costs for meetings with Missouri DNR based on 300 miles round trip from Carollo Engineers offices in Kansas City, MO to Jefferson City, Missouri

**Wastewater System Engineering Report
Peculiar, MO**

<u>Position Classifications</u>	<u>Hourly Rate, \$/Hr</u>
Engineers/Scientists	
Assistant Professional	95 - 115
Professional	135 - 155
Project Professional	170 - 245
Lead Project Professional	155 - 240
Senior Professional	230 - 250
Technicians	
Technicians	100 - 120
Senior Technicians	130 - 150
Support Staff	
Document Processing / Clerical	70 - 90
Other Direct Expenses	
Travel and Subsistence	Cost
Mileage Charge Per Mile	\$ 0.565
Subconsultant	Cost
Other Direct Costs	Cost
Expert Witness	Rate x 2.0

RESOLUTION 2014-48

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CAROLLO ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED PRELIMINARY WASTEWATER SYSTEM ENGINEERING REPORT/FACILITY PLAN FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar has been considered and awarded through the “*Small Community Engineering Assistance Program*” through an engineering grant in the amount of up to a maximum \$50,000.00 from the Missouri Department of Natural Resources (MDNR); and

WHEREAS, the City of Peculiar has requested Corollo Engineers to provide a scope and fee for professional services for a proposed preliminary wastewater system engineering report/facility plan for the City of Peculiar, and

WHEREAS, the City of Peculiar and the City of Belton agree that there is a mutual benefit to both communities to have some of Peculiar’s wastewater flow be conveyed and treated by the City of Belton’s WWTP, and

WHEREAS, this Preliminary Wastewater System Engineering/Facility Plan would review and provide recommendations in the best interest for the wastewater customers of the City of Peculiar and the City of Belton; and

WHEREAS, City staff has collaborated to acquire engineering services through a grant for a wastewater study.

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

Section 1. The Mayor is authorized to execute a contract for with Corollo Engineers for the preliminary wastewater system engineering report/facility plan for the City of Peculiar.

Section 2. The fee for the professional services shall not exceed \$50,000.00.

Section 3. *Effective Date.* The effective date of this Resolution shall be the 18th day of August, 2014

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

Alderman Fines _____
Alderman Ford _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

Approved:

Attest:

Holly J. Stark, Mayor

Nick Jacobs, City Clerk

August 14, 2014

Brad Ratliff, City Administrator
City of Peculiar, Missouri
250 S. Main
Peculiar, Missouri 64078

RE: Proposed 2014-2015 City CIP

Dear Brad,

Attached is the proposed Capital Improvement Plan Projects (CIP) for the five years 2015 to 2019 for the Board of Alderman's review. As you are aware typical capital improvement plans span a time frame longer than its counterpart, the operating budget, due to the long-term nature of most significant capital projects. In addition, a capital plan entails long-term funding sources such as the accumulation of sales tax proceeds or the issuance of debt for the construction of certain projects.

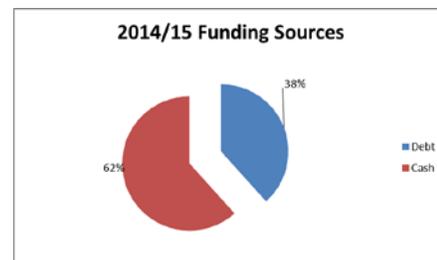
Staff's goal in the assembly of then enclosed summary is to be able to present the City's capital plan in a way that lends itself to greater transparency and accountability to the Board and the citizens of Peculiar.

This city funds its capital plan from a multitude of sources include cash from federal, state, and local grants as well as cash contributions from the general fund, road & street, gas tax, capital improvement fund sales tax, enterprise funds as well as bond funding, both general obligation as well as revenue bonds.

The Document

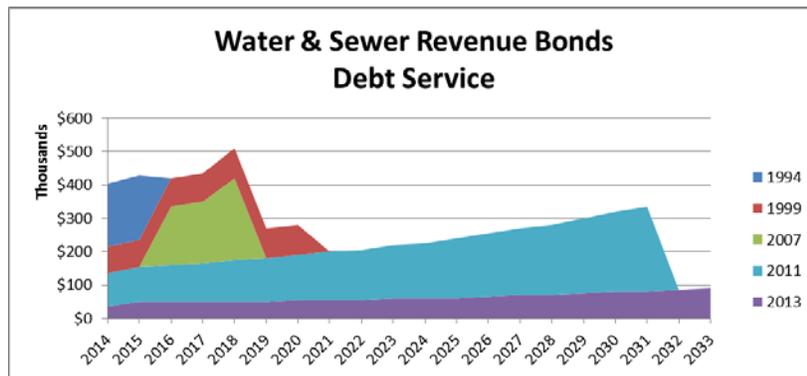
The summary enclosed presents each project's by classification of *transportation, facility/equipment improvements, and utility system improvements*. Additionally the summary pages present the title of the project; the year the project is expected to take place and the current (today's cost) of the project for the year constructed and the five year total of the cost of the projects.

The overall CIP totals \$11,501,155 in capital projects from both governmental and business type (enterprise fund) activities over the five years 2014/15 to 2018/19. Of the funding sources for 2014/15 the mix of cash funding to debt funding is approximately 62% to 38%, respectively.



Furthermore, the categories of projects are broken out into \$1,411,200 in transportation related, \$821,240 facility/equipment related, \$269,042 in park improvements and \$8,999,673 utility system related (both water and wastewater).

The largest projects for 2015 measured by funding level is the first phase of the water connection to Kansas City the board discussed during its review of the recommended long-term water rate increase beginning October 1, 2014 of \$2.50. As a review, this project allows the city to connect to water sources significantly cheaper than its current source as well as



continue to be competitive on and economic development perspective in the 211th street area. The total project was previously estimated to cost \$5,000,000. However, as we move closer to engineering discussions our revised estimates place the new project total at approximately \$4,000,000. The anticipated funding source for the project is the issuance of revenue bonds, the first tranche to be issued this fall funding engineering and right of way acquisition. This capacity also allows staff to include increases in capacity at the Board's highest priority development location – the 211th street interchange. Included in the capital plan is also improvement related to water and sewer at this interchange to better allow the city to attract larger capacity water users.

In addition to utility improvements is the improvement of transportation related such as street, curb and sidewalk projects. In addition to various routine street maintenance projects this plan includes 4 specific construction projects in 2014/15 for a total of \$197,000. Curbs & gutters are included for a 5 year total of \$225,000 from 2014/15 to 2018/19.

Conclusion

The information attached is expected to be presented to the Board of Alderman for discussion and adoption. Subsequent to the discussion and upon the approval of the Board the attached capital projects for 2014/2015, the first year of the capital plan, will be incorporated into the operating budget presented to the Board on August 7th. This combined document will then be presented for adoption. Projects estimated to be constructed in 2015/16 to 2018/19 will then be updated as the year progresses and submitted in subsequent budget year's for discussion.

I anticipate that staff will be available should the Board of Alderman have questions related to their specific areas of operation.

Respectfully,

Allen, Gibbs & Houlik, L.C.

Benjamin O. Hart
Vice President

City of Peculiar, Missouri

Capital Improvement Plan Projects

2015 thru 2019

SUMMARY FUNDING SOURCES

Pjrt #	Project Name	Account	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	Total	Unfunded	Grand Total
	General Fund Cash		\$ 16,548	\$ 16,548	\$ 16,548	\$ 16,548	\$ 16,548	\$ 82,740	\$ -	\$ 82,740
	Water Fund Cash		38,274	53,274	18,274	53,274	18,274	181,370	-	181,370
	Sewer Fund Cash		129,048	162,048	99,048	194,048	694,048	1,278,242	-	1,278,242
	Capital Improvement Sales Tax Fund		486,500	299,000	286,500	322,000	286,500	1,680,500	753,700	2,434,200
	Road & Street Sales Tax Fund		157,600	77,900	77,900	77,900	77,900	469,200	-	469,200
	Park Sales Tax		269,042	-	-	-	-	269,042	-	269,042
	2013 Revenue Bond - Water		182,000	458,000	-	-	-	640,000	-	640,000
	Revenue Bond - Water		380,000	2,499,504	1,135,557	-	-	4,015,061	-	4,015,061
	Revenue Bond - Sewer		120,000	68,000	67,000	2,505,000	125,000	2,885,000	-	2,885,000
	TOTAL		\$ 1,779,012	\$ 3,634,274	\$ 1,700,827	\$ 3,168,770	\$ 1,218,270	\$ 11,501,155	\$ 753,700	\$ 12,254,855

City of Peculiar, Missouri

Capital Improvement Plan Projects

2015 thru 2019

TRANSPORTATION PROJECTS

Pjrt #	Project Name	Account	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	Total	Unfunded	Grand Total
Street Preservation:										
	Engineering	21.25.5660	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000	\$ -	\$ 50,000
	Crack Seal Contract	21.25.7100	20,000	3,600	3,600	3,600	3,600	34,400	-	34,400
	Contract Maintenance	21.25.7110	17,600	11,000	11,000	11,000	11,000	61,600	-	61,600
	Sidewalk	21.25.7120	10,000	3,300	3,300	3,300	3,300	23,200	-	23,200
	School Rd. 211th to 203rd St.	21.25.8990	100,000	50,000	50,000	50,000	50,000	300,000	753,700	1,053,700
ST15-001	N. Main Overlay, Summerskill to Bradley's Cross.	30.30.8100/8120	119,000	-	-	-	-	119,000	-	119,000
ST15-002	Glengera, Elm St to S of Low Water Bridge	30.30.8100/8120	44,000	-	-	-	-	44,000	-	44,000
ST15-003	Shishir, Glengera to Hurley	30.30.8100/8120	22,000	-	-	-	-	22,000	-	22,000
ST15-004	Knight Rd Dust Control, YY to 215th St.	30.30.8100/8120	12,000	-	-	-	-	12,000	-	12,000
	Future Overlay Program	30.30.8100/8120	-	100,000	100,000	100,000	100,000	400,000	-	400,000
	Asphalt Preventative	30.30.8100/8120	-	30,000	30,000	30,000	30,000	120,000	-	120,000
	Curb & Gutters	30.30.8100/8120	45,000	45,000	45,000	45,000	45,000	225,000	-	225,000
TOTAL			\$ 399,600	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 1,411,200	\$ 753,700	\$ 2,164,900

Unfunded Projects

I-49 and 211th Interchange Job #J4P2247	5,263,300	5,263,300
211th MoDOT Job #J4P2247B	1,778,989	1,778,989

TRANSPORTATION PROJECTS

FUNDING SOURCES

Pjrt #	Project Name	Account	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	Total	Unfunded	Grand Total
	Capital Improvement Sales Tax Fund		\$ 242,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 942,000	\$ 753,700	\$ 1,695,700
	Road & Street Sales Tax Fund		157,600	77,900	77,900	77,900	77,900	469,200	-	469,200
TOTAL			\$ 399,600	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 1,411,200	\$ 753,700	\$ 2,164,900

City of Peculiar, Missouri

Capital Improvement Plan Projects

2015 thru 2019

FACILITY/EQUIPMENT IMPROVEMENTS

Pjrt #	Project Name	Account	2015	2016	2017	2018	2019	Total	Unfunded	Grand Total
	GIS Phase 2	10.16.5660	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000	\$ -	\$ 25,000
	Finance Sys./Ut. Bill. Repl. 1/2 GF - 7 yr lease	10.11.8000	11,548	11,548	11,548	11,548	11,548	57,740	-	57,740
	Peculiar Monument Sign	30.30.8130	110,000	-	-	-	-	110,000	-	110,000
	WasteWater Treatment Plant Roof	30.30.8200	40,000	-	-	-	-	40,000	-	40,000
	Snow Brine Solution Mixing Tank & Equip.	30.30.8220	18,500	12,500	-	-	-	31,000	-	31,000
	Christmas Lighting	30.30.8220	5,000	5,000	5,000	5,000	5,000	25,000	-	25,000
	F550's with Plow & Equip. (2014 Lease)	30.30.8210	35,500	35,500	35,500	35,500	-	142,000	-	142,000
	F550's with Plow & Equip.	30.30.8210	35,500	35,500	35,500	35,500	35,500	177,500	-	177,500
	Future Vehicle Replacement Program	30.30.8210	-	35,500	35,500	35,500	35,500	142,000	-	142,000
	Future Vehicle Replacement Program	30.30.8210	-	-	-	35,500	35,500	71,000	-	71,000
	TOTAL		\$ 261,048	\$ 140,548	\$ 128,048	\$ 163,548	\$ 128,048	\$ 821,240	\$ -	\$ 821,240
	<u>Unfunded Projects</u>									
UF1	Admin Bldg. Parking Lot Rehab		-	-	-	-	-	-	20,000	20,000
UF2	Public Works Bldg Improvements		-	-	-	-	-	-	10,000	10,000
UF3	Police Annex. Parking Lot Overlay		-	-	-	-	-	-	40,000	40,000

FACILITY/EQUIPMENT IMPROVEMENTS

FUNDING SOURCES

Pjrt #	Project Name	Account	2015	2016	2017	2018	2019	Total	Unfunded	Grand Total
	General Fund Cash		\$ 16,548	\$ 16,548	\$ 16,548	\$ 16,548	\$ 16,548	\$ 82,740	\$ -	\$ 82,740
	Capital Improvement Sales Tax Fund		244,500	124,000	111,500	147,000	111,500	738,500	-	738,500
	TOTAL		\$ 261,048	\$ 140,548	\$ 128,048	\$ 163,548	\$ 128,048	\$ 821,240	\$ -	\$ 821,240

City of Peculiar, Missouri

Capital Improvement Plan Projects

2015 thru 2019

PARK IMPROVEMENT

Pjrt #	Project Name	Account	2015	2016	2017	2018	2019	Total	Unfunded	Grand Total
	Raisbeck Phase 1 Park Renovaation	20.20.8040	\$ 175,152	\$ -	\$ -	\$ -	\$ -	\$ 175,152	\$ -	\$ 175,152
	Raisbeck Phase Park Renovaation: Parking	20.20.8040	10,000	-	-	-	-	10,000	-	10,000
	McKernan Park Playground Addition		25,000	-	-	-	-	25,000	-	25,000
	Park Signage Project		4,000	-	-	-	-	4,000	-	4,000
	City Lake Sand Volleyball Court		13,500	-	-	-	-	13,500	-	13,500
	Concession Equipment		2,410	-	-	-	-	2,410	-	2,410
	Soccer Complex Equipment		10,000	-	-	-	-	10,000	-	10,000
	Raisbeck Walking Trail		28,980	-	-	-	-	28,980	-	28,980
			-	-	-	-	-	-	-	-
	TOTAL		\$ 269,042	\$ -	\$ -	\$ -	\$ -	\$ 269,042	\$ -	\$ 269,042

PARK IMPROVEMENT FUNDING SOURCES

Pjrt #	Project Name	Account	2015	2016	2017	2018	2019	Total	Unfunded	Grand Total
	Park Sales Tax		\$ 269,042	\$ -	\$ -	\$ -	\$ -	\$ 269,042	\$ -	\$ 269,042
	TOTAL		\$ 269,042	\$ -	\$ -	\$ -	\$ -	\$ 269,042	\$ -	\$ 269,042

City of Peculiar, Missouri

Capital Improvement Plan Projects

2015 thru 2019

UTILITY SYSTEM IMPROVEMENTS

Prijt #	Project Name	Account	2015	2016	2017	2018	2019	Total	Unfunded	Grand Total
	GIS Improvements	50.50.5660	\$ 25,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 45,000	\$ -	\$ 45,000
	Finance Sys./Ut. Bill. Repl. 1/4 Wtr - 7 yr lease	50.50.5820	5,774	5,774	5,774	5,774	5,774	28,870	-	28,870
	Yearly Software Upgrades	50.50.5820	7,500	7,500	7,500	7,500	7,500	37,500	-	37,500
WA16-002	F350 Replacement (2004)	50.50.8210	-	35,000	-	-	-	35,000	-	35,000
WA18-001	F350 Replacement (2008)	50.50.8210	-	-	-	35,000	-	35,000	-	35,000
WA15-003	Peculiar Drive North to Hurly	50.50-8210	182,000	458,000	-	-	-	640,000	-	640,000
WA15-001	211th Street Water Upsize 8" to 12"	50.50.8300	110,000	-	-	-	-	110,000	-	110,000
	211th Street Conduits 6" -2	50.50.8300	20,000	-	-	-	-	20,000	-	20,000
WA15-002	Kansas City Water Supply 12" Trans. Main	50.50.8300	250,000	2,499,504	1,135,557	-	-	3,885,061	-	3,885,061
	Water		600,274	3,010,778	1,153,831	53,274	18,274	4,836,431	-	4,836,431
	Finance Sys./Ut. Bill. Repl. 1/4 Swr - 7 yr lease	51.51.5820	5,774	5,774	5,774	5,774	5,774	28,870	-	28,870
SE15-005	211th Street Sewer Improvements	51.51.8310	120,000	-	-	-	-	120,000	-	120,000
SE15-001	Line E06-005 to E06-012 Repair	51.51.8310	22,000	-	-	-	-	22,000	-	22,000
SE15-002	Clarifier Basin Covers	51.51.8310	25,000	-	-	-	-	25,000	-	25,000
SE15-003	Spencer Addition Sewer Line Upgrade	51.51.8310	21,000	30,000	-	50,000	50,000	151,000	-	151,000
	Financial and billing software, 50%	51.51.8310	5,774	5,774	5,774	5,774	5,774	28,872	-	28,872
	Yearly software upgrades an support, 50%	51.51.8310	7,500	7,500	7,500	7,500	7,500	37,500	-	37,500
SE16-001	Generator for WWTP headwork's facility	51.51.8310	-	25,000	-	-	-	25,000	-	25,000
SE18-001	Garage Addition WWTP	51.51.8310	-	-	-	45,000	-	45,000	-	45,000
SE17-001	Generator for RV Park lift station	51.51.8310	-	-	25,000	-	-	25,000	-	25,000
SE16-002	Private Sector I/I Removal	51.51.8310	-	33,000	-	25,000	125,000	183,000	-	183,000
SE19-001	Sludge Truck Replacement	51.51.8310	-	-	-	-	120,000	120,000	-	120,000
SE15-004	Sewer Trenchless Liner Yearly	51.51.8310	12,000	25,000	25,000	25,000	150,000	237,000	-	237,000
	Sewer Main Jetting & CCTV	51.51.8310	30,000	30,000	30,000	30,000	30,000	150,000	-	150,000
SE19-002	WWTP Disinfection	51.51.8310	-	-	-	-	200,000	200,000	-	200,000
SE16-003	Manhole Rehab Phase 1	51.51.8310	-	68,000	-	63,000	63,000	194,000	-	194,000
SE17-002	Manhole Rehab Phase 2	51.51.8310	-	-	67,000	63,000	62,000	192,000	-	192,000
SE18-002	Phase 1 Sewer Relief	51.51.8310	-	-	-	1,400,000	-	1,400,000	-	1,400,000
SE18-003	Phase 2 Relief Sewer	51.51.8310	-	-	-	979,000	-	979,000	-	979,000
	Sewer		249,048	230,048	166,048	2,699,048	819,048	4,163,242	-	4,163,242
	TOTAL		\$ 849,322	\$ 3,240,826	\$ 1,319,879	\$ 2,752,322	\$ 837,322	\$ 8,999,673	\$ -	\$ 8,999,673

Unfunded Projects

SE18-004	Phase 3 Relief Sewers							1,008,950		1,008,950
SE18-005	Phase 4 Relief Sewers							608,294		608,294
WA15-004	Spencer Addition (2017)				<i>Engineers Additions 2014 Report</i>			369,941		369,941
WA15-005	Harr Grove Rd, South of Elm (2018)				<i>Engineers Additions 2014 Report</i>			292,059		292,059
WA16-001	Windmill Meter Move							50,000		50,000
WA19-001	Elm St Between Gregory and School (2019)				<i>Engineers Additions 2014 Report</i>			261,482		261,482
SE19-001	Sludge Truck							120,000		120,000
	Gregory from Elm to Harr Grove (2020)				<i>Engineers Additions 2014 Report</i>			184,248		184,248
	Peculiar Dr. from Willow to Maple				<i>Engineers Additions 2014 Report</i>			452,156		452,156
	Broadway from Main to 3rd				<i>Engineers Additions 2014 Report</i>			184,046		184,046
	3rd St. from South to Legend				<i>Engineers Additions 2014 Report</i>			278,154		278,154
	Tank Mixing System (2)				<i>Engineers Additions 2014 Report</i>			100,000		100,000
	Emergency Generator				<i>Engineers Additions 2014 Report</i>			35,000		35,000
	Harper from MM#1 South to 12-inch				<i>Engineers Additions 2014 Report</i>			463,725		463,725
	Looping on 1st, south to Elm				<i>Engineers Additions 2014 Report</i>			12,987		12,987
	Looping on Cindy Lane, west of J				<i>Engineers Additions 2014 Report</i>			12,400		12,400
	Looping within Centennial Farms				<i>Engineers Additions 2014 Report</i>			103,842		103,842
	Looping on Alley south of E. Brdway & W of N Main				<i>Engineers Additions 2014 Report</i>			61,452		61,452
	Looping on W 2nd St. north of W. Center				<i>Engineers Additions 2014 Report</i>			30,726		30,726
	Looping on E. 2nd St. north of E. Broadway				<i>Engineers Additions 2014 Report</i>			61,452		61,452
	Looping at Peculiar Dr. and W 1st St.				<i>Engineers Additions 2014 Report</i>			43,793		43,793
	Looping on Shug Ave, south of Summerskill				<i>Engineers Additions 2014 Report</i>			24,189		24,189
	Looping at State YY and Quail Ridge				<i>Engineers Additions 2014 Report</i>			41,608		41,608
	Looping at 220th St. and S. Harper				<i>Engineers Additions 2014 Report</i>			26,366		26,366
	Looping across S. Harper @ Existing 2" wtr line				<i>Engineers Additions 2014 Report</i>			25,821		25,821

City of Peculiar, Missouri

Capital Improvement Plan Projects 2015 thru 2019

UTILITY SYSTEM IMPROVEMENTS FUNDING SOURCES

Pjt #	Project Name	Account	2015	2016	2017	2018	2019	Total	Unfunded	Grand Total
	Water Fund Cash		\$ 38,274	\$ 53,274	\$ 18,274	\$ 53,274	\$ 18,274	\$ 181,370		\$ 181,370
	Sewer Fund Cash		129,048	162,048	99,048	194,048	694,048	1,278,242	-	1,278,242
	2013 Revenue Bond - Water		182,000	458,000	-	-	-	640,000		640,000
	Revenue Bond - Water		380,000	2,499,504	1,135,557	-	-	4,015,061	-	4,015,061
	Revenue Bond - Sewer		120,000	68,000	67,000	2,505,000	125,000	2,885,000	-	2,885,000
	TOTAL		\$ 849,322	\$ 3,240,826	\$ 1,319,879	\$ 2,752,322	\$ 837,322	\$ 8,999,673	\$ -	\$ 8,999,673

PROJECT NAME: N. Main Overlay
PROJECT NO: ST 15-001



FUND: Capital Improvement Fund
DEPARTMENT: Public Works
 Project Contact: Tom Ephland
 Category: Street

Total Project Cost: \$ 119,000.00

PROJECT DESCRIPTION:
 Mill and Overlay from Summerskill to Bradley's Crossing

NEED, JUSTIFICATION, BENEFIT:
 Road needs serious maintenance

TIME-LINE/CURRENT STATUS:
 Spring-Fall 2015

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	119,000.00					119,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	119,000.00	-	-	-	-	119,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:	119,000					119,000
Grants						-
Other:						-
						-

Total	119,000	-	-	-	-	119,000
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EXPLANATION OF IMPACT ON OPERATING BUDGET:
 Asphalt rejuvenation in two years

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance			7,000.00			7,000.00
Total	-	-	7,000.00	-	-	7,000.00

PROJECT NAME: Glengera
PROJECT NO: ST 15-002

LOCATION & AREA MAP:



FUND: Capital Improvement Fund
DEPARTMENT: Public Works
 Project Contact: Tom Ephland
 Category: Street

Total Project Cost: \$ 44,000.00

PROJECT DESCRIPTION:
 Asphalt Overlaying Elm St to South to Shishir

NEED, JUSTIFICATION, BENEFIT:
 Road is severely broken and needs repair

TIME-LINE/CURRENT STATUS:
 Spring-Fall 2015

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	44,000.00					44,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	44,000.00	-	-	-	-	44,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:	44,000					44,000
Grants						-
Other:						-
						-

Total	44,000	-	-	-	-	44,000
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EXPLANATION OF IMPACT ON OPERATING BUDGET:
 Asphalt rejuvenation in two years

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance				3,000.00		3,000.00
Total	-	-	-	3,000.00	-	3,000.00

PROJECT NAME: Shishir
PROJECT NO: ST 15-003

LOCATION & AREA MAP:



FUND: Capital Improvement Fund
DEPARTMENT: Public Works
 Project Contact: Tom Ephland
 Category: Street

Total Project Cost: \$ 22,000.00

PROJECT DESCRIPTION:
 Asphalt Overlay from Glengera to Hurley

NEED, JUSTIFICATION, BENEFIT:
 Road needs repair

TIME-LINE/CURRENT STATUS:
 Spring-Fall 2015

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	22,000.00					22,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	22,000.00	-	-	-	-	22,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Other:						-
Capital Improvement Fund	22,000					22,000
						-

								-
Total	22,000	-	-	-	-	-	-	22,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:
 Asphalt Rejuvenation in two years

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance				1,500.00		1,500.00
Total	-	-	-	1,500.00	-	1,500.00

PROJECT NAME: Knight Rd Dust Control
PROJECT NO: ST 15-004



FUND: Capital Improvement Fund
DEPARTMENT: Public Works
 Project Contact: Tom Ephland
 Category: Street

Total Project Cost: \$ 12,000.00

PROJECT DESCRIPTION:
 Reclamite on Knight Road, YY to 215th St.

NEED, JUSTIFICATION, BENEFIT:
 To control dust and hold road together

TIME-LINE/CURRENT STATUS:
 Spring-Fall 2015

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	12,000.00					12,000.00
	Contingency						-
	Design						-
	Inspection						-
Total	Total	12,000.00	-	-	-	-	12,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Capital Improvement Fund	12,000					12,000
						-
						-

								-
Total	12,000	-	-	-	-	-	-	12,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:
 Yearly maintenance

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	12,000.00		12,000.00		12,000.00	36,000.00
Total	12,000.00	-	12,000.00	-	12,000.00	36,000.00

PROJECT NAME: Water Main upsized along 211th St from School Rd to Peculiar Dr
PROJECT NO: WA 15-001



FUND: Water Enterprise
DEPARTMENT: Public Works Water Division
 Project Contact: David Shroul
 Category: Water Distribution

Total Project Cost: \$ 110,000.00

PROJECT DESCRIPTION:
 Upsizing 211th Street Water Main to 12" as to create more future capacity.

NEED, JUSTIFICATION, BENEFIT:
 To preserve and increase capacity of the system.

TIME-LINE/CURRENT STATUS:
 Design FY 2014-2015, Construction 2014-2015. Interchange project to begin March 2015.

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
0	Engineering Design & Administration	110,000.00					110,000.00
	Construction w/ contingency						-
Total	Total	110,000.00	-	-	-	-	110,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:	-	-	-	-	-	-
Grants						-

Other:							-
							-
Refinancing of 2011 sanitary sewer bonds	110,000						110,000
Total	110,000	-	-	-	-	-	110,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	-	-	-	-	-	-
Total	-	-	-	-	-	-

PROJECT NAME:	Kansas City Supply Water Transmission Main
PROJECT NO:	WA 15-002

LOCATION & AREA MAP:



FUND:	Water Enterprise
DEPARTMENT:	Public Works Water Division
Project Contact:	David Shrout
Category:	Water Supply Transmission
Total Project Cost:	\$ 3,885,061.00

PROJECT DESCRIPTION:
 Installation of 26,200 linear feet of a 12" PVC transmission main with all associated valves, hydrants, and other appurtenances. There is one highway crossing, 26 driveway crossings, one parking lot crossing, and one stream crossing. A new master meter and telemetry are required to monitor flow from the provider into the City's distribution system. A Kansas City connection fee of \$820,000 is included in the total cost of the project.

To reach a connection point adjacent to the Raymore elevated tank would require approximately 5 miles of main to be installed north of Peculiar along Hwy J. On the south end of the new service transmission main the city can be connected at two locations: on Hwy J just east of I-49 to an existing water line at Branich Road. The second would connect to a proposed main that will be relocated in preparation of the new 211th street interchange.

NEED, JUSTIFICATION, BENEFIT:
 To provide adequate future water supply and lower long term costs for the customers.

TIME-LINE/CURRENT STATUS:
 Engineering Design Phase FY 2014-2015, Construction FY 2016-2017.

FY 14-15

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction w/ contingency		2,100,000.00	1,012,650.00			3,112,650.00
Total	ROW Acquisition	50,000.00	150,000.00				200,000.00
	Administrative/Legal	50,000.00	31,095.00				81,095.00
	Engineering Design	100,000.00		116,262.00			216,262.00

Construction Admin		15,000.00	6,645.00			21,645.00
Survey	50,000.00	90,237.00				140,237.00
Cost of Issuance for SRF Funding		113,172.00				113,172.00
Total	250,000.00	2,499,504.00	1,135,557.00	-	-	3,885,061.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Other:						-
Refinance of 2011 Sewer bonds	250,000					250,000
Issuance of \$4 M water bonds in 2016		2,499,504	1,135,557			3,635,061
Total	250,000	2,499,504	1,135,557	-	-	3,885,061

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	-	-	-	-	-	-
Total	-	-	-	-	-	-

PROJECT NAME:	Peculiar Dr North to Hurley
PROJECT NO:	WA 15-003
FUND:	Water Enterprise
DEPARTMENT:	Public Works Water Division
Project Contact:	David Shrout
Category:	Water Distribution
Total Project Cost:	\$ 640,393.00

LOCATION & AREA MAP:



PROJECT DESCRIPTION:

Install an 12-inch waterline along Peculiar Drive between the existing 12-inch at the intersection of Peculiar Drive and S. Hurley St. and the waterlines at the intersection of Main St. and E. North Rd., replacing the existing waterlines. This will loop part of the distribution system and replace smaller diameter waterlines.

NEED, JUSTIFICATION, BENEFIT:

To provide adequate maintenance and capacity to the City's water distribution system; and to provide for a sidewalk from City Hall to J/C Hwy bridge.

TIME-LINE/CURRENT STATUS:

Engineering Phase FY 2014-20145, Construction FY 2015-2017.

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
0	Engineering	72,000.00					72,000.00
	Construction	110,000.00	458,400.00				568,400.00
							-
							-
	Total	182,000.00	458,400.00	-	-	-	640,400.00

Funding Sources	2015	2016	2017	2018	2019	Total
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City Fund:	41,000						41,000
Grants	67,000						67,000
Other:							-
2013 water bond	74,000	458,400					532,400
							-
							-
Total	182,000	458,400	-	-	-	-	640,400

EXPLANATION OF IMPACT ON OPERATING BUDGET:
 \$22,000 has been identified in the 2015 Park Fund Capital Equipment operating budget for this one-time purchase.

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	-	-	-	-	-	-
						-
Total	-	-	-	-	-	-

PROJECT NAME: Spencer Addition
PROJECT NO: WA 15-004



FUND: Water Enterprise
DEPARTMENT: Public Works Water Division
 Project Contact: David Shrout
 Category: Water Distribution

Total Project Cost: \$ 369,940.50

PROJECT DESCRIPTION:
 Install 8-inch waterlines within the Spencer Addition along Clairmont St, Soryl Ave, and Hillcrest Drive. These will replace smaller diameter lines and relocate potable water lines greater than 10' from existing sewer lines as required by the DNR.

NEED, JUSTIFICATION, BENEFIT:
 Need easier access for city staff, needs separation from sewer lines, and fire protection

TIME-LINE/CURRENT STATUS:
 Engineering FY 2014-2015, Construction FY 2016-2017

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction			327,940.50			327,940.50
	Contingency						-
	Design	42,000.00					42,000.00
	Inspection						-
Total		42,000.00	-	327,940.50	-	-	369,940.50

Funding Sources	2015	2016	2017	2018	2019	Total
2013 Water Bond	42,000.00					42,000.00
2016 Water Bond			327,940.50			327,940.50
Other:						-

							-
Total	42,000.00	-	327,940.50	-	-	-	369,940.50

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	-	-	-	-	-	-
Total	-	-	-	-	-	-

PROJECT NAME: Harr Grove Rd
PROJECT NO: WA 15-005

LOCATION & AREA MAP:



FUND: Water Enterprise
DEPARTMENT: Public Works Water Division
 Project Contact: David Shrout
 Category: Water Distribution

Total Project Cost: \$ 292,059.00

PROJECT DESCRIPTION:
 Install an 8-inch waterline along Harr-Grove Rd between Elm St and J Hwy, replacing the existing small diameter waterlines that are prone to breaks.

NEED, JUSTIFICATION, BENEFIT:
 To prevent future breaks and supply more water to area with undersized pipes

TIME-LINE/CURRENT STATUS:
 Engineering FY 2014-2015, Construction FY 2017-2018

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction				259,059.00		259,059.00
	Contingency						-
	Design	33,000.00					33,000.00
	Inspection						-
Total	Total	33,000.00	-	-	259,059.00	-	292,059.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
2013 Water Bond	33,000					33,000
2016 Water Bond				259,059		259,059
						-

							-
Total	33,000	-	-	259,059	-		292,059

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Windmill Meter Move
PROJECT NO: WA 16-001

LOCATION & AREA MAP:



FUND: Water Enterprise
DEPARTMENT: Public Works Water Division
 Project Contact: David Shrout
 Category: Meter Maintenance

Total Project Cost: \$ 50,000.00

PROJECT DESCRIPTION:
 Meters to be moved from inside of home to outside into right-of-way

NEED, JUSTIFICATION, BENEFIT:
 To give access to City maintenance staff

TIME-LINE/CURRENT STATUS:
 2015-2016

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction		50,000.00				50,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	50,000.00	-	-	-	50,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund: Water Enterprise		50,000				50,000
Grants						-
Other:						-

							-
Total	-	50,000	-	-	-	-	50,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:
 Water meters should be replaced every 12-15 years

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	10,000.00
Total	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	10,000.00

PROJECT NAME:	F350 Maintenance Truck	LOCATION & AREA MAP:
PROJECT NO:	WA 16-002	
FUND:	Water Enterprise	Total Project Cost: \$ 35,000.00
DEPARTMENT:	Public Works Water Division	
Project Contact:	David Shrout	
Category:	Vehicle Maintenance	

PROJECT DESCRIPTION:
Replace 2004 Ford F350 Truck

NEED, JUSTIFICATION, BENEFIT:
Old truck is showing large signs of wear and tear

TIME-LINE/CURRENT STATUS:
FY 2015-2016

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction		35,000.00				35,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	35,000.00	-	-	-	35,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund: Water Enterprise		35,000				35,000
Grants						-
Other:						-

							-
Total	-	35,000	-	-	-	-	35,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	100.00	200.00	300.00	400.00	500.00	1,500.00
Total	100.00	200.00	300.00	400.00	500.00	1,500.00

PROJECT NAME:	F350 Dump Truck	LOCATION & AREA MAP:
PROJECT NO:	WA 18-001	
FUND:	Water Enterprise	Total Project Cost: \$ 35,500.00
DEPARTMENT:	Public Works Water Division	
Project Contact:	David Shrout	
Category:	Vehicle Maintenance	

PROJECT DESCRIPTION:
 Replace 2008 Ford F350 Dump Truck

NEED, JUSTIFICATION, BENEFIT:
 Old truck is showing large signs of wear and tear

TIME-LINE/CURRENT STATUS:
 FY 2017-2018

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction				35,500.00		35,500.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	-	-	35,500.00	-	35,500.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund: Water Enterprise				35,500		35,500
Grants						-
Other:						-

						-
Total	-	-	-	35,500	-	35,500

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	100.00	200.00	300.00	400.00	500.00	1,500.00
Total	100.00	200.00	300.00	400.00	500.00	1,500.00

PROJECT NAME: Elm St
PROJECT NO: WA 19-001

LOCATION & AREA MAP:



FUND: Water Enterprise
DEPARTMENT: Public Works Water Division
 Project Contact: David Shrout
 Category: Water Main Maintenance

Total Project Cost: \$ 261,481.50

PROJECT DESCRIPTION:
 Elm St between Gregory and School

NEED, JUSTIFICATION, BENEFIT:
 Help loop system and provide additional water to area with undersized lines

TIME-LINE/CURRENT STATUS:
 FY 2018-2019

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction					231,481.50	231,481.50
Total	Contingency					30,000.00	30,000.00
	Design						-
	Inspection						-
	Total	-	-	-	-	261,481.50	261,481.50

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:					261,482	261,482
Grants						-
Other:						-
						-
						-

Total	-	-	-	-	261,482	261,482
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EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Line Repair
PROJECT NO: SE 15-001



FUND: Capital Improvement Fund
DEPARTMENT: Sewer
 Project Contact: Bill England
 Category: Line Repair

Total Project Cost: \$ 22,000.00

PROJECT DESCRIPTION:
 CCTV work produced one line segment that needs repair or replacement. The line segment is located near Hillcrest, north between Clairemont and Soryl (Line E06-005 to E06-012).

NEED, JUSTIFICATION, BENEFIT:
 To keep the system in good working order. Potential repair cure-in-place pipe (CIPP).

TIME-LINE/CURRENT STATUS:
 FY 2014-2015

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	22,000.00					22,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	22,000.00	-	-	-	-	22,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Sewer CIP	22,000					22,000
						-

								-
	Total	22,000	-	-	-	-	-	22,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2015	20016	2017	2018	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Clarifier Basin Covers
PROJECT NO: SE 15-002

LOCATION & AREA MAP:



FUND: Capital Improvement Fund
DEPARTMENT: Sewer
 Project Contact: Bill England
 Category: WWTP Improvements

Total Project Cost: \$ 25,000.00

PROJECT DESCRIPTION:
 Two clarifier tank covers installed at WWTP

NEED, JUSTIFICATION, BENEFIT:
 To prevent additional maintenance caused by unwanted algae caused by exposure to sun

TIME-LINE/CURRENT STATUS:
 FY 2014-2015

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction	25,000.00					25,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	25,000.00	-	-	-	-	25,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Sewer CIP	25,000					25,000
						-

							-
							-
Total	25,000	-	-	-	-	-	25,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Spencer Addition
PROJECT NO: SE 15-003

LOCATION & AREA MAP:



FUND: Capital Improvement Fund
DEPARTMENT: Sewer
 Project Contact: Bill England
 Category: Line Upgrade

Total Project Cost: \$ 151,000.00

PROJECT DESCRIPTION:
 Sewer line upgrades in the Spencer Addition along Clairemont St., Soryl and Hillcrest Drive.

NEED, JUSTIFICATION, BENEFIT:
 To keep the system in good working order.

TIME-LINE/CURRENT STATUS:
 FY 2014-2015

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction	21,000.00	30,000.00		50,000.00	50,000.00	151,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	21,000.00	30,000.00	-	50,000.00	50,000.00	151,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Sewer CIP	21,000	30,000		50,000	50,000	151,000
						-

							-
							-
Total	21,000	30,000	-	50,000	50,000	151,000	

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME:	Sewer Trenchless Liner CIPP	LOCATION & AREA MAP:
PROJECT NO:	SE 15-004	
FUND:	Capital Improvement Fund	Total Project Cost: \$ 237,000.00
DEPARTMENT:	Sewer	
Project Contact:	Bill England	
Category:	Trench Liner	

PROJECT DESCRIPTION:
 Yearly lining of sewer lines to stengthen integrity of pipes

NEED, JUSTIFICATION, BENEFIT:
 strengthen lining to increase life-span

TIME-LINE/CURRENT STATUS:
 Planning

Prior:	Expenditures	2015	2016	2017	2018	2019-2025	Total
	Construction	12,000.00	25,000.00	25,000.00	25,000.00	150,000.00	237,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	12,000.00	25,000.00	25,000.00	25,000.00	150,000.00	237,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Sewer CIP	12,000	25,000	25,000	25,000	150,000	237,000
						-

						-
						-
Total	12,000	25,000	25,000	25,000	150,000	237,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance	12,000.00	25,000.00	25,000.00	25,000.00	150,000.00	237,000.00
						-
Total	12,000.00	25,000.00	25,000.00	25,000.00	150,000.00	237,000.00

PROJECT NAME: 211th St Sanitary Sewer
PROJECT NO: SE 15-005

LOCATION & AREA MAP:



FUND: Sewer Enterprise
DEPARTMENT: Public Works Sewer Division
 Project Contact: Bill England
 Category: Collection System

Total Project Cost: \$ 120,000.00

PROJECT DESCRIPTION:
 Install connecting manholes and sewer lines under 211th Street on both sides of I-49 as part of the I-49 & 211 St project.

NEED, JUSTIFICATION, BENEFIT:
 To allow sewer capacity for future development

TIME-LINE/CURRENT STATUS:
 Design has been completed. Construction FY 2014-2015.

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction	120,000.00					120,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	120,000.00	-	-	-	-	120,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-

Refinancing of the 2011 sanitary sewer bonds	120,000						120,000
							-
							-
							-
Total	120,000	-	-	-	-	-	120,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
						-
Total	-	-	-	-	-	-

PROJECT NAME:	WWTP Generator	LOCATION & AREA MAP:	
PROJECT NO:	SE 16-001		
FUND:	Capital Improvement Fund	Total Project Cost: \$ 25,000.00	
DEPARTMENT:	Sewer		
Project Contact:	Bill England		
Category:	WWTP Improvements		

PROJECT DESCRIPTION:
Connect a new generator at WWTP headwork's facility for back-up power.

NEED, JUSTIFICATION, BENEFIT:
To operate the two existing grinders, in case of power failure.

TIME-LINE/CURRENT STATUS:
Planning

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction	-	25,000.00				25,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	25,000.00	-	-	-	25,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:		25,000.00				25,000.00
Grants						-
Other:						-

							-
							-
Total	-	25,000.00	-	-	-	-	25,000.00

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME:	I/I Removal	LOCATION & AREA MAP:
PROJECT NO:	SE 16-002	
FUND:	Capital Improvement Fund	Total Project Cost: \$ 183,000.00
DEPARTMENT:	Sewer	
Project Contact:	Bill England	
Category:	Collection System	

PROJECT DESCRIPTION:
Private sector I/I removal as identified in GBA sanitary sewer report.

NEED, JUSTIFICATION, BENEFIT:
To eliminate leaks in wastewater system to allow inflow and infiltration into the system during high water situations.

TIME-LINE/CURRENT STATUS:
Planning

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction	-	33,000.00		25,000.00	125,000.00	183,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	33,000.00	-	25,000.00	125,000.00	183,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:		33,000		25,000	125,000	183,000
Grants						-
Other:						-

						-
						-
Total	-	33,000	-	25,000	125,000	183,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME:	Manhole Rehab Phase 1	LOCATION & AREA MAP:
PROJECT NO:	SE 16-003	
FUND:	Sewer	Total Project Cost: \$ 194,000.00
DEPARTMENT:	Sanitary Sewer	
Project Contact:	Bill England	
Category:	Collection System	

PROJECT DESCRIPTION:
Manhole rehab as identified in the GBA Sanitary Sewer Report.

NEED, JUSTIFICATION, BENEFIT:
To cut down on I/I into system during high rainfall situations

TIME-LINE/CURRENT STATUS:
Design Phase

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction		68,000.00		63,000.00	63,000.00	194,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	68,000.00	-	63,000.00	63,000.00	194,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:		68,000		63,000	63,000	194,000
Grants						-
Other:						-

Total	-	68,000	-	63,000	63,000	194,000
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EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: RV Generator
PROJECT NO: SE 17-001



FUND: Capital Improvement Fund
DEPARTMENT: Sewer
 Project Contact: Bill England
 Category: Lift Station Maintenance

Total Project Cost: \$ 45,000.00

PROJECT DESCRIPTION:
 To replace existing generator at the RV lift station

NEED, JUSTIFICATION, BENEFIT:
 Existing one is inoperable and had served it's useful life.

TIME-LINE/CURRENT STATUS:
 Planning

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	-		25,000.00			25,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	-	25,000.00	-	-	25,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:			25,000			25,000
Grants						-
Other:						-

						-
						-
Total	-	-	25,000	-	-	25,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME:	Manhole Rehab Phase 2	LOCATION & AREA MAP:
PROJECT NO:	SE 17-002	
FUND:	Capital Improvement Fund	Total Project Cost: \$ 191,000.00
DEPARTMENT:	Sanitary Sewer	
Project Contact:	Bill England	
Category:	Collection system	

PROJECT DESCRIPTION:
Manhole rehab as identified in the GBA Sanitary Sewer Report.

NEED, JUSTIFICATION, BENEFIT:
To reduce I/I in high rainfall situations.

TIME-LINE/CURRENT STATUS:
Design Phase

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction			67,000.00	63,000.00	61,000.00	191,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	-	67,000.00	63,000.00	61,000.00	191,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:			67,000	63,000	61,000	191,000
Grants						-
Other:						-
						-

Total	-	-	67,000	63,000	61,000	191,000
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EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Garage Addition WWTP
PROJECT NO: SE 18-001



FUND: Sewer CIP
DEPARTMENT: Sewer
 Project Contact: Bill England
 Category: WWTP Improvements

Total Project Cost: \$ 45,000.00

PROJECT DESCRIPTION:
 Build additional garage at WWTP

NEED, JUSTIFICATION, BENEFIT:
 Vehicle and machine storage

TIME-LINE/CURRENT STATUS:
 Planning

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction	-			45,000.00		45,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	-	-	45,000.00	-	45,000.00

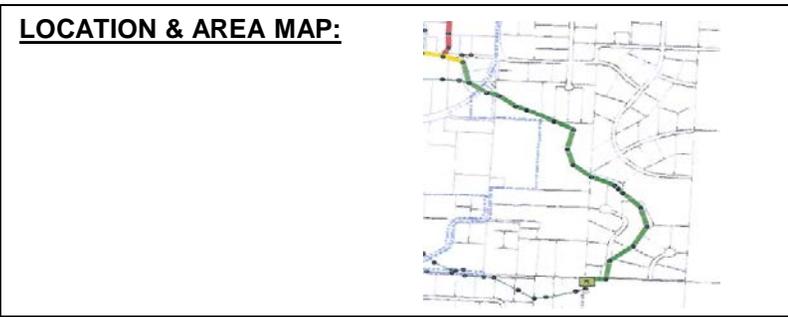
Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:				45,000		45,000
Grants						-
Other:						-

						-
						-
Total	-	-	-	45,000	-	45,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Phase 1 Relief
PROJECT NO: SE 18-002



FUND: Sewer CIP Bond
DEPARTMENT: Sanitary Sewer
 Project Contact: Bill England
 Category: Sewer Capacity

Total Project Cost: \$ 1,400,000.00

PROJECT DESCRIPTION:
 Upsize current system to enable future capacity. Former Larkin Engineer's study as "Line 6." Also, wet well improvements at East lift station.

NEED, JUSTIFICATION, BENEFIT:
 Needed to allow capacity. Current system is too small and needs extra capacity to avoid overflow in rainfall situations.

TIME-LINE/CURRENT STATUS:
 Design Phase

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction				1,137,772.00		1,137,772.00
Total	Contingency				262,228.00		262,228.00
	Design						-
	Inspection						-
	Total	-	-	-	1,400,000.00	-	1,400,000.00

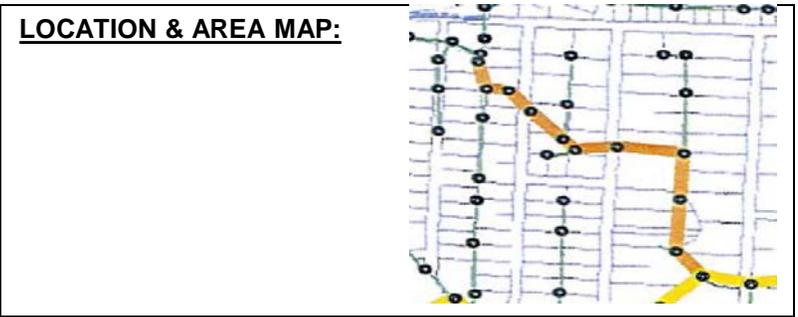
Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
2017-2018 Sewer Bond				1,400,000		1,400,000
						-

						-
						-
Total	-	-	-	1,400,000	-	1,400,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
						-
Total	-	-	-	-	-	-

PROJECT NAME: Phase 2 Relief
PROJECT NO: SE 18-003



FUND: Sewer CIP Bond
DEPARTMENT: Sanitary Sewer
 Project Contact: Bill England
 Category: Sewer Capacity

Total Project Cost: \$ 979,006.00

PROJECT DESCRIPTION:
 Upsize current system to enable future capacity.

NEED, JUSTIFICATION, BENEFIT:
 Needed to allow capacity. Current system is too small and needs extra capacity to avoid overflow in rainfall situations.

TIME-LINE/CURRENT STATUS:
 Design Phase

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction				783,205.00		783,205.00
Total	Contingency				195,801.00		195,801.00
	Design						-
	Inspection						-
	Total	-	-	-	979,006.00	-	979,006.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
2017-2018 Sewer Bond				979,006		979,006
						-
						-

							-
	Total	-	-	-	979,006	-	979,006

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Phase 3 Relief
PROJECT NO: SE 18-004



FUND: Sewer CIP Bond
DEPARTMENT: Sanitary Sewer
 Project Contact: Bill England
 Category: Sewer Capacity

Total Project Cost: \$ 1,008,950.00

PROJECT DESCRIPTION:
 Upsize current system to enable future capacity.

NEED, JUSTIFICATION, BENEFIT:
 Needed to allow capacity. Current system is too small and needs extra capacity to avoid overflow in rainfall situations.

TIME-LINE/CURRENT STATUS:
 Design Phase

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction				807,160.00		807,160.00
Total	Contingency				201,790.00		201,790.00
	Design						-
	Inspection						-
	Total	-	-	-	1,008,950.00	-	1,008,950.00

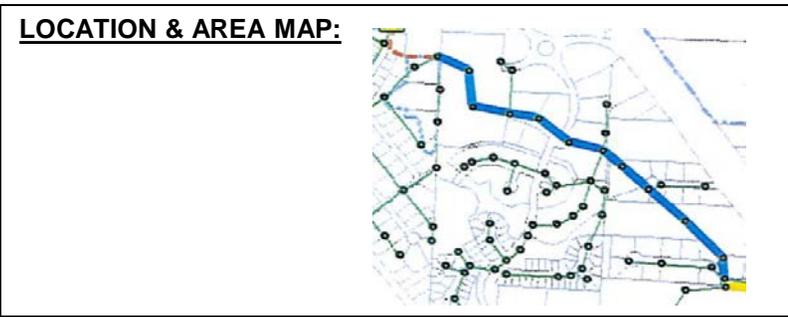
Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
2017-2018 Sewer Bond				1,008,950		1,008,950
						-
						-

							-
	Total	-	-	-	1,008,950	-	1,008,950

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: Phase 4 Relief
PROJECT NO: SE 18-005



FUND: Sewer
DEPARTMENT: Sanitary Sewer
 Project Contact: Bill England
 Category: Sewer Capacity

Total Project Cost: \$ 608,294.00

PROJECT DESCRIPTION:
 Upsize current system to enable future capacity.

NEED, JUSTIFICATION, BENEFIT:
 Needed to allow capacity. Current system is too small and needs extra capacity to avoid overflow in rainfall situations.

TIME-LINE/CURRENT STATUS:
 Design Phase

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction				486,635.00		486,635.00
Total	Contingency				121,659.00		121,659.00
	Design						-
	Inspection						-
	Total	-	-	-	608,294.00	-	608,294.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:				608,294		608,294
Grants						-
Other:						-
						-

Total	-	-	-	608,294	-	608,294
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EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME:	Sludge Truck	LOCATION & AREA MAP:
PROJECT NO:	SE 19-001	
FUND:	CIP Vehicles	Total Project Cost: \$ 120,000.00
DEPARTMENT:	Sewer	
Project Contact:	Bill England	
Category:	Vehicle Replacement Program	

PROJECT DESCRIPTION:
 Replace sewer sludge truck.

NEED, JUSTIFICATION, BENEFIT:
 Truck is aging and needs to be replaced to be effective.

TIME-LINE/CURRENT STATUS:
 Planning

Prior:	Expenditures	2015	2016	2017	2018	2019+	Total
	Construction	-				120,000.00	120,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	-	-	-	120,000.00	120,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
CIP Vehicles					120,000	120,000
						-

						-
						-
Total	-	-	-	-	120,000	120,000

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2015	2016	2017	2018	2019	Total
Maintenance						-
Total	-	-	-	-	-	-

PROJECT NAME: WWTP Disinfection
PROJECT NO: 19-002

LOCATION & AREA MAP:



FUND: CIP
DEPARTMENT: Sewer
 Project Contact: Bill England
 Category: WWTP Improvements

Total Project Cost: \$ 200,000.00

PROJECT DESCRIPTION:
 Effluent plant discharge disinfection

NEED, JUSTIFICATION, BENEFIT:
 Disinfection of effluent plant water due to MDNR operating permit requirements. MDNR operating permit requirements could be required as soon as the 2015 permit renewal cycle.

TIME-LINE/CURRENT STATUS:
 Planning

Prior:	Expenditures	2015	2016	2017	2018	2019	Total
	Construction					200,000.00	200,000.00
Total	Contingency						-
	Design						-
	Inspection						-
	Total	-	-	-	-	200,000.00	200,000.00

Funding Sources	2015	2016	2017	2018	2019	Total
City Fund:						-
Grants						-
Other:						-

