

**BOA Meeting Agenda  
Peculiar City Board of Aldermen  
Work Session Meeting and Public Hearing  
City Hall – 250 S. Main St  
Monday January 5, 2015 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, January 5, 2015 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-2221. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.***

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Board of Alderman Statement
5. Business
  - A. Bill No. 2014-34 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) COST SHARE SUPPLEMENTAL AGREEMENT NO 2 FOR THE I-49 AND 211<sup>TH</sup> STREET INTERCHANGE (CASS COUNTY), MISSOURI  
*\*2<sup>nd</sup> Reading*
  - B. Resolution 2015-01 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI CALLING FOR AN ELECTION ON THE ANNEXATION OF CERTAIN UNINCORPORATED AREAS.
  - C. Resolution 2015-02 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI WITH RESPECT TO THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED AREAS TO THE CITY OF PECULIAR, MISSOURI.
  - D. Resolution 2015-03 - A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE RECOUNT OF THE FUEL TAX QUESTION THAT WAS ON THE GENERAL MUNICIPAL ELECTION HELD APRIL 8, 2014
6. Topics for Discussion
  - A. Park Board President discussion on festivals
  - B. Ordinance for Annexation
  - C. Changes to Chapter 700 of Municipal Code regarding Utility Procedures
7. Aldermen Concerns or Additional Topics for Discussion by Aldermen
8. Aldermen Directives Reported by City Administrator
9. The City Administrator has requested a 20-minute Executive Session, per RSMo. §610.021(2)  
The City Administrator has requested a 20-minute Executive Session, per RSMo. §610.021(3)
10. Adjournment

City Administrator  
Brad Ratliff

City Clerk  
Nick Jacobs

City Attorney  
Reid F. Holbrook



City Engineer  
Carl Brooks

Chief of Police  
Harry Gurin

Business Office Manager  
Trudy Prickett

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:** December 4, 2014  
**Re:** Bill No. 2014-34, Mayor & Board of Alderman (BOA) Acceptance of the MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project and the 211<sup>th</sup> Street Project (Cass County), Missouri

**GENERAL INFORMATION**

**Applicant:** City Staff  
**Requested Actions:** Approval of ordinance  
**Purpose:** Acceptance of the MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project and the 211<sup>th</sup> Street Project (Cass County), Missouri  
**Property Location:** 211<sup>th</sup> Street and I-49 Interstate Highway

**PROPOSAL**

The cost share grant application has been awarded by MoDOT to the City in the amount of \$8.164 Million. Final plans, specifications and cost estimates have been provided by the engineer. However, with the potential and possible overall higher total project cost (12%) and the award of the MARC STP award of the project, MoDOT staff and the Commission request the attached Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project and the 211<sup>th</sup> Street Project (Cass County), Missouri be approved with the following revisions:

- (1) Revision – (9)(A) The currently estimated total project cost is \$16,049,804.70; which includes \$13,980,434.51 for the interchange project, and \$2,069,370.19 for 211<sup>th</sup> Street project.
- (1) Revision – (9)(B) The currently estimated cost of the city’s responsibility is \$9,059,587.44.
- (1) Revision – (9)(B) **The 211<sup>th</sup> Street project has been allocated (as a credit amount from the City) STP funds through MARC in the amount of \$1,100,000.00.**
- (1) Revision – (9)(B)(3) was revised to reflect that the City’s deposit is currently estimated to be \$6,872,637.20. (This is a decrease in the amount of \$74,701.37 – Good News!).
- (1) Revision – (9)(B)(3) was revised to reflect that the deposit of construction funds will be made by *electronic funds* no later than five days prior to the project advertisement which is April 16, 2015.
- Signature page – year adjusted to reflect current year (2015).
- Exhibit B – project costs have been revised to reflect current estimates.

Therefore, City staff proposes that the MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project and the 211<sup>th</sup> Street Project (Cass County), Missouri be accepted by ordinance by the Mayor and the BOA.

**PREVIOUS ACTIONS**

The MoDOT Municipal Agreement and Cost Share Agreement were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on June 18, 2012. The MoDOT Cost Share Supplemental Agreement No. 1 for the I-49 & 211th Street Interchange Project and the 211<sup>th</sup> Street Project were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on February 18, 2014.

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**KEY ISSUES**

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The updates to the cost share supplemental agreement No. 2 are indicated above.

The MoDOT Commission (Committee) will pay fifty percent (50%) of the total interchange project cost, currently estimated at \$6,990,217.25, and none for the 211<sup>th</sup> Street project.

Based on how the funds are to be allocated, MoDOT shall provide their total 50% share by state fiscal year 2015 (as early as July 2014). Therefore, the City shall also be responsible for their total 50% share by April 16, 2015; which will include the cost of the feasibility study, preliminary and final engineering design, right-of-way acquisition and incidentals, utility relocation, construction, construction contingency, construction inspection, construction engineering and inflation on right of way, utility and construction costs. The local office anticipates construction occurring in 2015 and 2016. The construction of the interchange is anticipated to be an 18 month construction project. The City would have to provide 50% funding as follows:

Funding Schedule:	
City Fiscal Year	Amount
Previously funded by the county	\$ 94,950.24 paid
2013	\$745,000.00 paid
2014	\$247,000.00 paid
2014	<b><i>\$1,100,000.00</i></b> (MARC STP) fund award
2015	<u>\$6,872,637.20</u>
Total	\$9,059,587.44

Note: Approved bond amounts: \$7.2 M for the interchange, and \$0.8M for local roads.

Please also note that the above amount of \$9,059,587.44 which represents the total amount provided by the City (April 2015) **does** include the engineers' estimated City total project cost of \$2,069,370.19 associated with the improvements to 211<sup>th</sup> Street from the relocated East Outer Road to School Road.

However, the above amount of \$9,059,587.44 **does not** include the engineers' estimated City total project cost of \$967,610 associated with the improvements to School Road from 203<sup>rd</sup> Street to 211<sup>th</sup> Street in order to make the new interchange functional with the local streets.

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**STAFF COMMENTS AND SUGGESTIONS**

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Bad News! The projects' construction cost estimates have greatly increased (nearly \$2.2M) when compared to the previous construction cost estimates. However, with the MARC STP award of \$1.1M, this construction cost increase puts the construction and overall project cost just slightly under the city's budget for these two (2) projects.

City and MoDOT staff will be reviewing the recent cost estimates to be sure that the pay item quantities and unit prices are accurate. We will also need to identify work that we might be able to reduce or eliminate from the project in order to keep the project on budget.

City staff and the MoDOT local agency staff have meet and discussed the project schedule, funding time line and the MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project. The MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project are attached for your review and consideration.

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**STAFF RECOMMENDATION**

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City staff recommends the approval of the MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project be accepted by ordinance by the Mayor and the BOA.

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**ATTACHMENTS**

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MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project, Exhibit B  
Bill 2014-34

CCO Form:  
Approved:  
Revised:  
Modified:

Route 71 (I-49), Cass County  
Project No. J4P2247/J4P2247B  
City of Peculiar

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COST SHARE SUPPLEMENTAL AGREEMENT #2**

THIS COST SHARE SUPPLEMENTAL AGREEMENT #2 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Peculiar (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 12, 2012, the Commission and City entered into a Cost Share Agreement (hereinafter, "Original Agreement") as to the public improvement to construct a new interchange on US 71, now designated as I-49, at 211<sup>th</sup> Street located approximately 3.5 miles south of N Cass Parkway and approximately 1.5 miles north of Route C/J.

WHEREAS, on March 14, 2014, the Commission and City entered into a Cost Share Supplemental Agreement #1.

WHEREAS, the Commission and City now desire to revise the Original Agreement and Cost Share Supplemental Agreement #1 as provided in Cost Share Supplemental Agreement #2.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph (9) **FINANCIAL RESPONSIBILITIES** of the Original Agreement and Cost Share Supplemental Agreement #1 is hereby removed in its entirety and replaced with the following:

(9) **FINANCIAL RESPONSIBILITIES**: With regard to work under this Agreement, the City agrees as follows:

(A) Costs for J4P2247 are considered eligible for cost share funds reimbursement. Costs for J4P2247B are considered ineligible for cost share funds reimbursement. The currently estimated total project cost is sixteen million, forty-nine thousand, eight hundred four dollars and seventy cents (\$16,049,804.70), which includes thirteen million, nine hundred eighty thousand, four hundred thirty-four dollars and fifty-one cents (\$13,980,434.51) for J4P2247 and two million, sixty-nine thousand, three hundred seventy dollars and nineteen cents

(\$2,069,370.19) for J4P2247B. The details of the estimated cost breakdown may be seen in Exhibit B, which is incorporated herein and attached hereto. The total project cost includes the feasibility study, preliminary engineering, right of way acquisition, right of way incidentals, utility relocation, construction, construction contingency, construction inspection, construction engineering, and inflation on right of way, utility, and construction costs.

(B) The City will be responsible for fifty percent (50%) of the total project cost for J4P2247 and one hundred percent (100%) of the total project cost for J4P2247B. The currently estimated cost of the City's responsibility is nine million, fifty-nine thousand, five hundred eighty-seven dollars and forty-four cents (\$9,059,587.44), which includes six million, nine hundred ninety thousand, two hundred seventeen dollars and twenty-five cents (\$6,990,217.25) for J4P2247 and two million, sixty-nine thousand three hundred seventy dollars and nineteen cents (\$2,069,370.19) for J4P2247B. The City has completed a draft feasibility study, as part of project preliminary engineering, and has been credited ninety-four thousand, nine hundred fifty dollars and twenty-four cents (\$94,950.24) as shown in Exhibit B. J4P2247B has been allocated Surface Transportation Program (STP) large urban funds through the Mid-America Regional Council in the amount of eighty percent (80%) of the total eligible project costs, up to a maximum of one million, one hundred thousand dollars and zero cents (\$1,100,000.00). The City will be responsible for twenty percent (20%) of the total eligible project costs to cover the required local match of the STP funds. The City has authorized the Commission to use the one million, one hundred thousand dollars and zero cents (\$1,100,000.00) in STP large urban funds toward the J4P2247B project.

(1) The City has deposited seven hundred forty-five thousand dollars (\$745,000.00) to the *Missouri Highways and Transportation Commission – Local Fund* for project preliminary engineering for J4P2247 and J4P2247B on December 21, 2012.

(2) The City has deposited two hundred forty-seven thousand, dollars and zero cents (\$247,000.00) to the *Missouri Highways and Transportation Commission – Local Fund* for a portion of project right of way acquisition, right of way incidentals, utility relocation, and inflation for J4P2247 and J4P2247B on November 14, 2013.

(3) The City shall deposit the currently estimated amount of six million, eight hundred seventy-two thousand, six hundred thirty-seven dollars and twenty cents (\$6,872,637.20), which includes six million, eighty-six thousand, two hundred ten dollars and thirty cents (\$6,086,210.30) for J4P2247 and seven hundred eighty-six

thousand, four hundred twenty-six dollars and ninety cents (\$786,426.90) for J4P2247B, to the *Missouri Highways and Transportation Commission – Local Fund* by electronic funds transfer for project for remaining right of way acquisition, right of way incidentals, and utility relocation costs; and construction, construction contingency, construction inspection, construction engineering, and inflation no later than five days prior to advertisement of the project. If the City fails to make the deposit, the Commission is under no obligation to continue with the project.

(C) The Commission will pay fifty percent (50%) of the total project cost, currently estimated at six million, nine hundred ninety thousand, two hundred seventeen dollars and twenty-five cents (\$6,990,217.25) for J4P2247, and none for J4P2247B. Of this amount, the Commission shall provide up to a maximum of six million, ninety-nine thousand dollars (\$6,099,000.00) from the Commission's Cost Share program. Any remaining Commission funds, currently estimated at eight hundred ninety-one thousand, two hundred seventeen dollars and twenty-five cents (\$891,217.25), will be provided from the Commission's Kansas City District funds.

(D) The City is one hundred percent (100%) responsible for the balance of the total project cost in excess of the amount of sixteen million, three hundred twenty-eight thousand dollars (\$16,328,000.00) for J4P2247. The City is one hundred percent (100%) responsible for the balance of the total project cost of J4P2247B in excess of the amount of one million, one hundred thousand dollars (\$1,100,000.00) in suballocated STP large urban funds.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Cost Share Supplemental Agreement #2, the Original Agreement and Cost Share Supplemental Agreement #2 between the parties shall remain in full force and effect and shall extend and apply to this Cost Share Supplemental Agreement #2 as if fully written in this Cost Share Supplemental Agreement #2.

*[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2014.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2014.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF PECULIAR

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

**EXHIBIT B**

**Project Name:** 211<sup>th</sup> Street Interchange  
**MoDOT Job Number:** J4P2247 and J4P2247B

**Description:** New interchange on US 71 (I-49) at 211<sup>th</sup> Street in Peculiar, MO

**Definition of "Total Project" for Cost Sharing Includes:**

Feasibility Study	Preliminary Engineering (Consultant)	Preliminary Engineering (Commission)
Right of Way Acquisition	Right of Way Incidentals	Utility Relocation
Construction	Construction Contingency	Construction Inspection (Consultant)
Construction Engineering (Commission)	Inflation	

**Definition of "Total Project" for Cost Sharing Excludes:**

NA		
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**Project Cost Estimate**

	<b>Total Project Cost (J4P2247 + J4P2247B)</b>	<b>J4P2247 (Cost Share Eligible)</b>	<b>J4P2247B (Cost Share Ineligible)</b>
Feasibility Study	\$94,950.24	\$94,950.24	\$0
Preliminary Engineering (Consultant)	\$1,569,131.20	\$1,393,439.56	\$175,691.64
Preliminary Engineering (Commission) (1%)	\$119,894.44	\$107,076.98	\$12,817.46
Right of Way Acquisition	\$401,998.00	\$353,060.00	\$48,938.00
Right of Way Incidentals	\$56,131.94	\$33,007.09	\$23,124.85
Utility Relocation	\$739,204.30	\$327,509.30	\$411,695.00
Construction	\$11,989,444.56	\$10,707,698.47	\$1,281,746.09
Construction Contingency (2%)	\$239,788.89	\$214,153.97	\$25,634.92
Construction Inspection (Consultant)	\$0.00	\$0.00	\$0.00
Construction Engineering (Commission) (7%)	\$839,261.12	\$749,538.89	\$89,722.23
Inflation (3% / yr - 1 yr R/W & Utilities, 2 yr Construction)	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$16,049,804.69</b>	<b>\$13,980,434.50</b>	<b>\$2,069,370.19</b>

Amt. of PE on MoDOT's ROW that is not cost share eligible \$ 0.00

Amt. of CE on MoDOT's ROW that is not cost share eligible \$ 0.00

Total estimated project cost on MoDOT right-of-way \$ 13,980,434.50

**Project Responsibilities**

Feasibility Study	City
Preliminary Engineering	Commission
Right of Way	Commission
Utility Relocation	Commission and City
Construction	Commission
Construction Inspection	Commission

**Financial Responsibilities**

City	\$7,959,587.44
City – STP Funds	\$1,100,000.00
Commission - Cost Share Funds	\$6,099,000.00
Commission - Kansas City District Funds	\$891,217.25

**How are cost overruns and underruns handled?**

The City will pay for any overall cost overruns in excess of the amount originally estimated and approved of \$16,328,000.00 for J4P2247. Cost underruns for J4P2247 will be reimbursed to the City based on their pro-rata share of the investment. The City will pay for any overall cost overruns for J4P2247B. Any cost underruns for J4P2247B will be reimbursed to the City.

**BILL NO. 2014-34**

**ORDINANCE NO. \_\_\_\_\_**

**A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) COST SHARE SUPPLEMENTAL AGREEMENT NO 2 FOR THE I-49 AND 211<sup>TH</sup> STREET INTERCHANGE (CASS COUNTY), MISSOURI**

**WHEREAS**, the Board of Aldermen previously approved the MoDOT Municipal Agreement and Cost Share Agreement for the 211<sup>th</sup> Street 71 Hwy Interchange (Cass County), and the MoDOT Cost Share Supplemental Agreement No. 1 for the I-49 & 211th Street Interchange Project and the 211<sup>th</sup> Street Project, and

**WHEREAS**, the MoDOT Cost Share Program application for the 211th Street and 71 Hwy Interchange Project has been approved and awarded by the MoDOT Cost Share Review Committee, and

**WHEREAS**, the citizens of Peculiar have previously approved \$8.0M in bonds for improvements of the proposed interchange and local roads,

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

**Section 1.** The MoDOT Cost Share Supplemental Agreement No. 2 in the amount of \$7,959,587.44 is approved.

**Section 2.** The Mayor is authorized to execute this ordinance acknowledging the MoDOT Cost Share Supplemental Agreement No. 2.

**Section 3. *Effective Date.*** The effective date of this Ordinance shall be the 5th day of January, 2015.

First Reading: December 15, 2014

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

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

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*

Parks Director  
*Nathan Musteen*

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

**To:** Board of Aldermen  
**From:** Clifford L. McDonald  
**Date:** January 5, 2015  
**Re:** Proposed Involuntary Annexation of Two (2) Tracts of Property Adjacent to Existing City of Peculiar City Limits

**GENERAL INFORMATION**

**Applicant:** BOA

**Status of Applicant:** N/A

**Requested Actions:** Board of Aldermen to Consider Approving Two (2) Resolutions for the Proposed Involuntary Annexation of Two (2) Tracts of Property into the City Limits of the City of Peculiar

**Date of Application:** January 5, 2015

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

**Property Location (if applicable):** Two (2) Tracts of Land Proposed for Annexation

**PROPOSAL**

Review and Consideration by the BOA of two (2) Resolutions which approve the Intent to Annex and Call for the Election to Approve the Annexation of the Two (2) Tracts of Land for the April 7<sup>th</sup>, 2015 Election.

**PREVIOUS ACTIONS**

NONE

**KEY ISSUES**

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

Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, within Peculiar’s City Limits and therefore subject such lands to the City’s zoning and land use regulations as established by ordinance. To accomplish this goal, City staff is requesting the Board of Aldermen to approve the beginning of an annexation process designed to annex two (2) tracts of property In-accordance-with the City’s 3, 8 & 13 Year

Annexation Plan. Attached hereto are maps showing the tracts which comprise this annexation effort referenced as tracts 1 and 2.

The Board of Aldermen are being presented the Resolution stating the City of Peculiar’s Intent to Annex and the Resolution calling for and Election to approve the Annexation for your review and consideration. The City of Peculiar will have a number of actions to complete and deadlines it must meet to prepare for the August election and ensure the annexation process required by Missouri State Statute is followed. If the Board of Aldermen approve the Intent to Annex these Two (2) Tracts of property the sequence of events for this annexation process will be as outlined on the attached Annexation Timeline dated January 5, 2015:

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**STAFF COMMENTS AND SUGGESTIONS**

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

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**STAFF RECOMMENDATION**

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Board of Aldermen review the Proposed Annexation Resolutions as presented with consideration for approval.

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**ATTACHMENTS**

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

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

**RESOLUTION 2015-01**

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

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

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

**WHEREAS**, the perimeter of the two (2) areas proposed to be annexed is 4,597 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the two (2) proposed areas to be annexed is 4,126 feet, which is equal to at least 89 (eighty nine) percent of the length of the total perimeter of the area proposed for annexation; and

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

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

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

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

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

Tract 1

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

Tract 2

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

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

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

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

**SECTION III.** A public hearing on the proposed annexation will be held on the 17<sup>th</sup> day of February, 2015 at 6:30 p.m. in the City Hall (250 S. Main Street) of Peculiar, Missouri.

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

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

**SECTION VI.** Passed and adopted by the Board of Aldermen of the City of Peculiar, Missouri, this \_\_\_ day of \_\_\_\_\_, 2015.

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

<b>Alderman Ford</b>	_____	<b>Alderman McCrea</b>	_____
<b>Alderman Fines</b>	_____	<b>Alderman Turner</b>	_____
<b>Alderman Ray</b>	_____	<b>Alderman Roberts</b>	_____

**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

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**To:** Board of Aldermen  
**From:** Clifford L. McDonald  
**Date:** January 5, 2015  
**Re:** Proposed Involuntary Annexation of Two (2) Tracts of Property Adjacent to Existing City of Peculiar City Limits

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### GENERAL INFORMATION

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**Applicant:** BOA

**Status of Applicant:** N/A

**Requested Actions:** Board of Aldermen to Consider Approving Two (2) Resolutions for the Proposed Involuntary Annexation of Two (2) Tracts of Property into the City Limits of the City of Peculiar

**Date of Application:** January 5, 2015

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

**Property Location (if applicable):** Two (2) Tracts of Land Proposed for Annexation

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### PROPOSAL

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Review and Consideration by the BOA of two (2) Resolutions which approve the Intent to Annex and Call for the Election to Approve the Annexation of the Two (2) Tracts of Land for the April 7<sup>th</sup>, 2015 Election.

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### PREVIOUS ACTIONS

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NONE

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### KEY ISSUES

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

Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, within Peculiar’s City Limits and therefore subject such lands to the City’s zoning and land use regulations as established by ordinance. To accomplish this goal, City staff is requesting the Board of Aldermen to approve the beginning of an annexation process designed to annex two (2) tracts of property In-accordance-with the City’s 3, 8 & 13 Year

Annexation Plan. Attached hereto are maps showing the tracts which comprise this annexation effort referenced as tracts 1 and 2.

The Board of Aldermen are being presented the Resolution stating the City of Peculiar’s Intent to Annex and the Resolution calling for and Election to approve the Annexation for your review and consideration. The City of Peculiar will have a number of actions to complete and deadlines it must meet to prepare for the August election and ensure the annexation process required by Missouri State Statute is followed. If the Board of Aldermen approve the Intent to Annex these Two (2) Tracts of property the sequence of events for this annexation process will be as outlined on the attached Annexation Timeline dated January 5, 2015:

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**STAFF COMMENTS AND SUGGESTIONS**

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

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**STAFF RECOMMENDATION**

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Board of Aldermen review the Proposed Annexation Resolutions as presented with consideration for approval.

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**ATTACHMENTS**

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

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

**RESOLUTION 2015-02**

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

**WHEREAS**, a public hearing concerning the annexation of certain unincorporated areas to the City of Peculiar, Missouri, will be held on the 17<sup>th</sup> day of February, 2015, at 6:30 p.m. in City Hall (250 S. Main Street) of the City of Peculiar, Missouri, at which hearing will be presented the *Plan of Intent* (and evidence in support thereof) regarding the proposed annexation; and

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

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

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

**SECTION I.** A proposition to extend the city limits of the City of Peculiar, Missouri, so as to embrace and include all that territory located in the County of Cass, Missouri, and as described on the deeds attached hereto as Exhibits A–B, shall be submitted to the voters of the City of Peculiar, Missouri, and to the voters of unincorporated territory subject to the annexation proceedings of the City of Peculiar, Missouri. An election shall be held and conducted for these two (2) areas on Tuesday, the 7<sup>th</sup> day of April, 2015, at the polling places as selected by the Cass County Election Authority for the conduct of the election held on said date. The returns of the election on this proposition shall be made at the same time, and in the same manner, and shall be canvassed and the results declared in all respects in accordance with the laws of the State of Missouri and with all ordinances of said City of Peculiar, Missouri.

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

**NOTICE OF ANNEXATION ELECTION**

Notice is hereby given that at an election to be held in the City of Peculiar, Missouri, and certain territory located in the County of Cass, Missouri, on Tuesday, the 7<sup>th</sup> day of April, 2015, there will be submitted to the qualified electors of those two (2) areas the following proposition:

**PROPOSITION**

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

Tract 1

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

Tract 2

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

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

The polls of the election will be kept open from 6 a.m. until 7 p.m. local time on said 7<sup>th</sup> day of April, 2015.

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

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

\_\_\_\_\_

**Nick Jacobs, City Clerk of Peculiar, Missouri**

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

**SECTION III.** Passed and adopted by the Board of Aldermen of the City of Peculiar, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

<b>Alderman Ford</b>	_____	<b>Alderman McCrea</b>	_____
<b>Alderman Fines</b>	_____	<b>Alderman Turner</b>	_____
<b>Alderman Ray</b>	_____	<b>Alderman Roberts</b>	_____

**Approved:**

**Attest:**

\_\_\_\_\_  
**Holly Stark, Mayor**

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

**Agents National Title Insurance Company**

**SCHEDULE A**

Order Number: 201489962  
Customer Order No.

Revision:  
Commitment Number:

**Inquiries Should Be Directed To:**

**Coffelt Land Title, Inc.**

401 S. Lexington  
Harrisonville, Missouri 64701

**Phone:** (816) 380-3445 **Fax:** (816) 380-3892

1. Effective Date: February 18, 2014 at 8:00 a.m.

2. Policy or Policies to be issued:

a.  Owner's Policy **Alta Owners Policy 2006**

Amount  
\$ - 0 -

Proposed Insured: **NONE**

Premium:

b.  Loan Policy **Alta Loan Policy 2006**

\$ - 0 -

Proposed Insured: **NONE**

Premium:

3. The estate or interest in the land described or referred to in this commitment is **Fee Simple**

4. Title to the **fee simple** estate or interest in the land is at the Effective Date vested in:

Wanda L. Davis, as to an undivided one-half interest and Mary A. Fay, as to an undivided one-half interest, as tenants in common

5. The land referred to in this Commitment is described as follows:

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

## Agents National Title Insurance Company

### SCHEDULE B PART I & II

Order Number: 201489962

Commitment Number:

## 1. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

## 2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

## 3. Standard Exceptions:

- a. Rights or Claims of parties in possession not shown by the public records.
- b. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
- c. Easements, or claims of easements, not shown by public records.
- d. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

## 4. Special Exceptions:

- a. Property Address: 21604 South School Road  
Tax I.D. No.: 2680100  
2013 St./Co./Ci. Real Estate Tax: \$363.17 (Paid)  
2013 Assessed Value: \$5,160.0  
2012 and prior are paid
- b. Taxes for 2014 and subsequent years.
- c. This report is not a guarantee or warranty of title, nor is this a commitment to provide, nor does it provide title insurance. Coffelt Land Title, Inc. disclaims any and all marketability of the title to the real property described herein. Liability hereunder is expressly limited to the consideration paid heretofore.
- d. Terms and conditions of restrictive covenants, utility easements over rear and side 5 feet of lot; 50 foot front building set-back line and side building line of not less than 15% of width of lot, as shown by instrument filed July 24, 1965, in Book 406, Page 409.
- e. Terms and conditions of easement between Robert E. Edwards and Martha A. Edwards, husband and wife and the State of Missouri, as shown by instrument of record in Book 513, Page 596.
- f. The land in question is within the boundary of Public Water Supply District No. 10 as shown by Decree of the Circuit Court of Cass County, Missouri, dated December 23, 1974, a copy of which is of record in Book 617, Page 97, in the office of Recorder of Deeds, Cass County, Missouri.

Schedule B consists of 2 page(s)

**Agents National Title Insurance Company**

**SCHEDULE B  
PART I & II**

Order Number: 201489962

Commitment Number:

For Your Information: Warranty Deed executed by Equity Bank, a Kansas Banking Corporation, successor by merger with First Community Bank, to Wanda L. Davis, a married person, as to an undivided one-half interest and Mary A. Fay, a single person, as to an undivided one-half interest, as tenants in common, filed December 21, 2012 as Document No. 514154 in Book 3641 at Page 550, and no other conveyances have been filed of record since this deed other than those contained within the form of this Commitment.

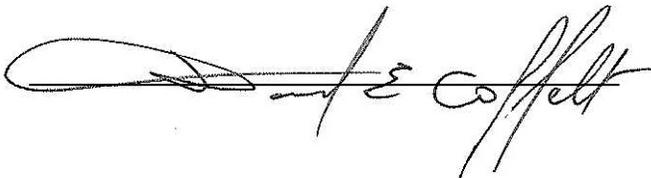
Schedule B consists of 2 page(s)

**COMMITMENT FOR TITLE INSURANCE  
PROVIDED TO YOU AS A  
VALUED CUSTOMER OF**

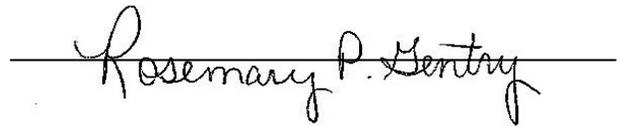
# **COFFELT LAND TITLE, INC.**

**WITH OFFICES IN  
MISSOURI & KANSAS**

At **COFFELT LAND TITLE, INC.** every commitment issued has gone through stringent research procedures to assure the highest quality product available. Exceptional standards of service ensure that each title commitment is provided within prompt time guidelines and submitted in a format requested by the valued customer. **COFFELT LAND TITLE, INC.** has carefully selected high quality underwriters who are willing and able to meet the standards set by **COFFELT LAND TITLE, INC.** We are pleased to tell you that your transaction will be researched, prepared and closed by the quality staff at **COFFELT LAND TITLE, INC.** For this transaction, the underwriter we have selected is **Agents National Title Insurance Company**.



David E. Coffelt, Chairman of the Board



Rosemary P. Gentry, Production Manager

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**

**Issued by**

**Agents National Title Insurance Company**

**Agents National Title Insurance Company**, a Missouri Corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, **Agents National Title Insurance Company** has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



Authorized Countersignature

**Coffelt Land Title, Inc.**  
\_\_\_\_\_  
Company  
**Harrisonville, Missouri**  
\_\_\_\_\_  
City, State

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

**Coffelt Land Title, Inc.**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Coffelt Land Title, Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Coffelt Land Title, Inc.**

401 S. Lexington

P.O. Box 208

Harrisonville, MO 64701

**INVOICE**

<b>Customer:</b>	<b>Invoice Number</b>	<b>Date</b>
City of Peculiar 600 Schug Avenue Peculiar, MO 64078	66009	02/26/2014
	<b>File Number</b>	<b>Branch</b>
	201489962	Production Office
	<b>Customer Order Number</b>	<b>Customer OrderDate</b>
<b>Deliver-To:</b>		02/26/2014
City of Peculiar 600 Schug Avenue Peculiar, MO 64078	<b>Sales Price</b>	<b>Buyer</b>
		Wanda L. Davis
	<b>Seller</b>	
<b>Property Address</b>	<b>Loan Amount</b>	<b>Lender</b>
21604 S. School Road, Peculiar, Missouri		
<b>Property Type</b>	<b>Property County</b>	<b>Sales Rep</b>
Search ONLY	Cass	John Bastion
		<b>Terms</b>

***Charge applies regardless of cancellation***

<b>Description</b>	<b>Amount</b>
<b>1100 - Title Charges</b>	
Search Fee	\$150.00
<b>Total 1100 - Title Charges</b>	<b>\$150.00</b>
<b>Subtotal</b>	<b>\$150.00</b>
<b>Sales Tax</b>	
<b>Total</b>	<b>\$150.00</b>

**Brief Legal:** Lot 7, FLYNN'S SUBDIVISION; Lot 8, FLYNN'S SUBDIVISION



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

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

## Missouri Corporation Warranty Deed

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

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

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

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

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

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

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

THIS IS NOT A CERTIFIED COPY.

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

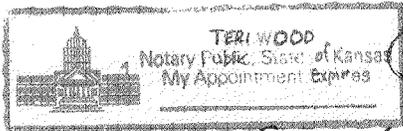
IN WITNESS WHEREOF, The GRANTOR has caused these presents to be signed by its Executive Vice-President and attested by its Secretary on the day and year above written.

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

  
BY MARK PARMAN, EXECUTIVE VICE-PRESIDENT *Eniva*

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

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



  
Notary Public

My Term Expires: 6-28-2014

THIS IS NOT A CERTIFIED COPY.

**Coffelt Land Title, Inc.**

401 S. Lexington

P.O. Box 208

Harrisonville, MO 64701

*Invoice*

<b>Customer:</b>	<b>Invoice Number</b>	<b>Invoice Date</b>
City of Peculiar 600 Schug Avenue Peculiar, MO 64078	66133	03/06/2014
	<b>File Number</b>	<b>Branch</b>
	201490006	Production Office
	<b>Customer Order Number</b>	<b>Customer OrderDate</b>
		03/06/2014
<b>Deliver-To:</b>	<b>Sales Price</b>	<b>Buyer</b>
City of Peculiar 600 Schug Avenue Peculiar, MO 64078		Aquila, Inc.
	<b>Seller</b>	
<b>Property Address</b>	<b>Loan Amount</b>	<b>Lender</b>
9707 E. State Route YY, Peculiar, Missouri		
<b>Property Type</b>	<b>Property County</b>	<b>Sales Rep</b>
Search ONLY	Cass	John Bastion
		<b>Terms</b>

***Charge applies regardless of cancellation***

<b>Description</b>	<b>Amount</b>
<b>1100 - Title Charges</b>	
Search Fee	\$150.00
<b>Total 1100 - Title Charges</b>	<b>\$150.00</b>
<b>Subtotal</b>	<b>\$150.00</b>
<b>Sales Tax</b>	
<b>Total</b>	<b>\$150.00</b>

**Brief Legal:** of Section 17, Township 45 North, Range 32 West, Cass County, Missouri

**Agents National Title Insurance Company**

**SCHEDULE A**

Order Number: 201490006  
Customer Order No.

Revision:  
Commitment Number:

**Inquiries Should Be Directed To:**

**Coffelt Land Title, Inc.**

401 S. Lexington  
Harrisonville, Missouri 64701

**Phone:** (816) 380-3445 **Fax:** (816) 380-3892

1. Effective Date: February 25, 2014 at 8:00 a.m.

2. Policy or Policies to be issued:

a.  Owner's Policy **Alta Owners Policy 2006**

Amount  
\$ - 0 -

Proposed Insured: **NONE**

Premium:

b.  Loan Policy **Alta Loan Policy 2006**

\$ - 0 -

Proposed Insured: **NONE**

Premium:

3. The estate or interest in the land described or referred to in this commitment is **Fee Simple**

4. Title to the **fee simple** estate or interest in the land is at the Effective Date vested in:

Aquila, Inc.

5. The land referred to in this Commitment is described as follows:

All that part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 45, Range 32 in Cass County, Missouri described as follows: Beginning at the Northwest corner of said Quarter Quarter Section; thence due East along the North line of said Quarter Quarter Section, a distance of 249.45 feet; thence South 2 degrees 09 minutes 05 seconds East, a distance of 470.18 feet; thence due West, a distance of 255.00 feet to a point on the West line of said Quarter Quarter Section; thence North 1 degrees 38 minutes 30 seconds West along said West line, a distance of 470.00 feet to the Point of Beginning except that part on the North taken for Missouri State Route YY right of way.

**Agents National Title Insurance Company****SCHEDULE B  
PART I & II**

Order Number: 201490006

Commitment Number:

## 1. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

## 2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

## 3. Standard Exceptions:

- a. Rights or Claims of parties in possession not shown by the public records.
- b. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
- c. Easements, or claims of easements, not shown by public records.
- d. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

## 4. Special Exceptions:

- a. Taxes cannot be verified
- b. Taxes for 2014 and subsequent years.
- c. This report is not a guarantee or warranty of title, nor is this a commitment to provide, nor does it provide title insurance. Coffelt Land Title, Inc. disclaims any and all marketability of the title to the real property described herein. Liability hereunder is expressly limited to the consideration paid heretofore.
- d. Easement granted to the State of Missouri for Highway purposes recorded June 24, 1960 recorded of record in Book 436 at Page 271.
- e. Easement granted to Gas Service Co. by instrument recorded January 20, 1961 recorded of record in Book 442 at Page 461, and assigned by instrument recorded February 4, 1994 as Indenture Book 239.
- f. Easement granted to Missouri Public Service Company by instrument recorded April 5, 1966 recorded in Book 502 at Page 157.
- g. The premises herein described may lie within the boundaries of Public Water Supply District No. 7 as shown by decree recorded July 3, 1971 as Indenture Book 154, and may be subject to assessment by reason thereof.

Schedule B consists of 2 page(s)

**Agents National Title Insurance Company**

**SCHEDULE B  
PART I & II**

Order Number: 201490006

Commitment Number:

For Your Information: Warranty Deed executed by Nellie T. Allen, a widow to Missouri Public Service Company filed January 21, 1972 in Book 558 at Page 651, and no other conveyances have been filed of record since this deed other than those contained within the form of this Commitment.

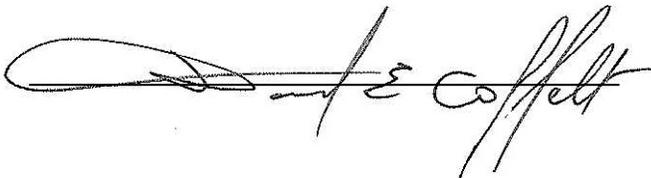
Schedule B consists of 2 page(s)

**COMMITMENT FOR TITLE INSURANCE  
PROVIDED TO YOU AS A  
VALUED CUSTOMER OF**

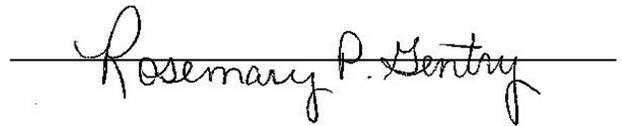
# **COFFELT LAND TITLE, INC.**

**WITH OFFICES IN  
MISSOURI & KANSAS**

At **COFFELT LAND TITLE, INC.** every commitment issued has gone through stringent research procedures to assure the highest quality product available. Exceptional standards of service ensure that each title commitment is provided within prompt time guidelines and submitted in a format requested by the valued customer. **COFFELT LAND TITLE, INC.** has carefully selected high quality underwriters who are willing and able to meet the standards set by **COFFELT LAND TITLE, INC.** We are pleased to tell you that your transaction will be researched, prepared and closed by the quality staff at **COFFELT LAND TITLE, INC.** For this transaction, the underwriter we have selected is **Agents National Title Insurance Company**.



David E. Coffelt, Chairman of the Board



Rosemary P. Gentry, Production Manager

**Coffelt Land Title, Inc.**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Coffelt Land Title, Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

MISSOURI WARRANTY DEED

This Indenture Made on the 20th day of October A. D. One Thousand Nine Hundred and

seventy-one between Nellie T. Allen, a widow,

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

Missouri Public Service Company, a corporation, of the County of Jackson State of Missouri part Y of the second part.

(Mailing address of said first named grantee is 10700 E. Highway 50, Kansas City, MO.)

WITNESSETH THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of

Ten Dollars and other valuable considerations DOLLARS,

paid by said party of the second part the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part its successors here and assigns, the following described lots, tracts or parcels of land lying being and situate in the County of Cass and State of Missouri, to-wit:

All that part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 45, Range 12 in Cass County, Missouri, described as follows: Beginning at the Northwest corner of said Quarter Quarter Section; thence due East along the North line of said Quarter Quarter Section, a distance of 249.45 feet; thence South 2 degrees 09 minutes 05 seconds East, a distance of 470.18 feet; thence due West, a distance of 255.00 feet to a point on the West line of said Quarter Quarter Section; thence North 1 degree 38 minutes 30 seconds West along said West line, a distance of 470.00 feet to the point of beginning, except that part on the North taken for Missouri State Route YY right of way.

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

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

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

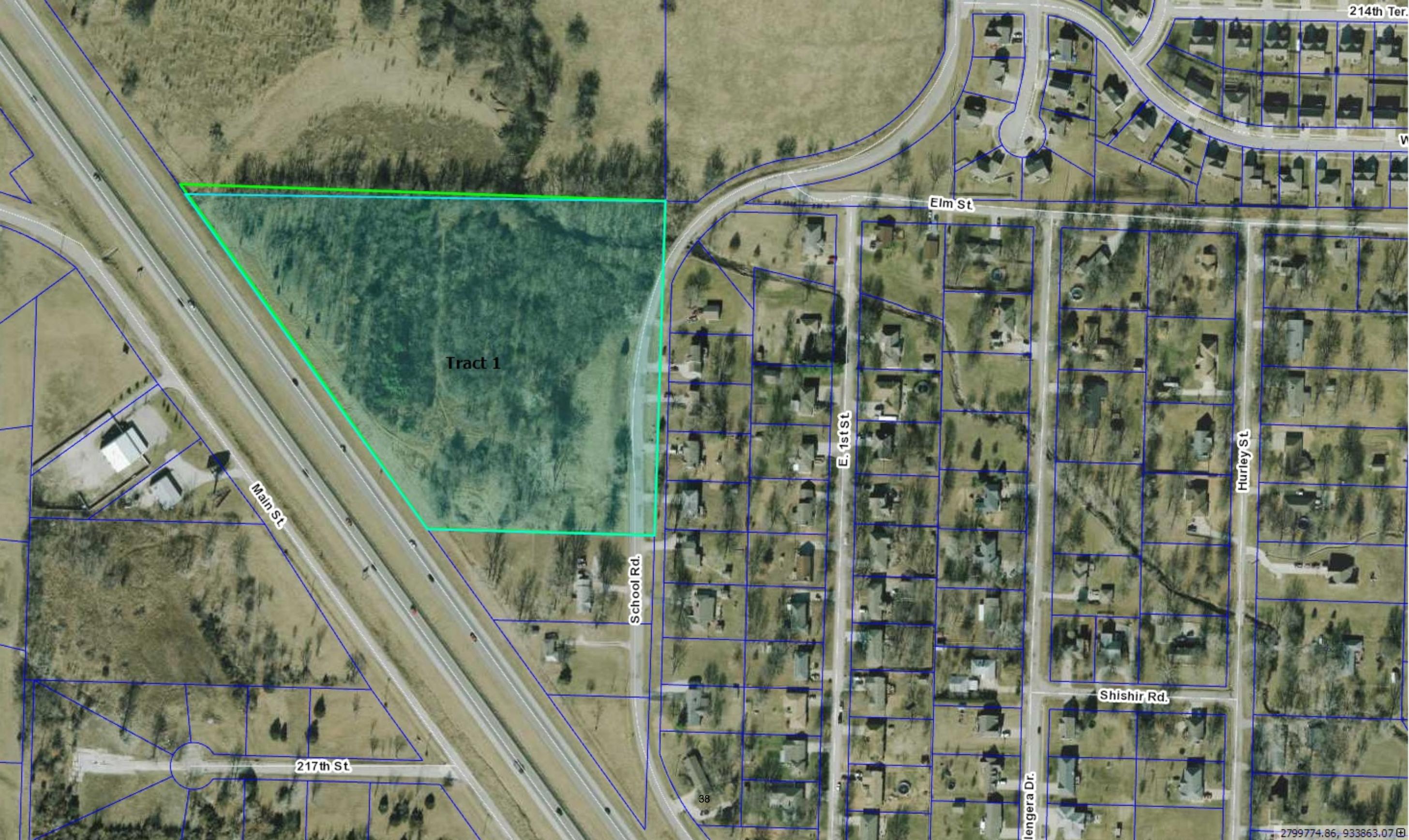
MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON STATE OF Missouri COUNTY OF Cass On this 11 day of January 19 72 before me, Paul H. Smith a Notary Public, personally appeared Nellie T. Allen to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And she further declare herself to be single and unmarried. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri, this 11th day and year last above written. Paul H. Smith My term expires 3/13/74

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE STATE OF Missouri COUNTY OF Cass On this day of 19 before me, a Notary Public, personally appeared my wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Missouri, this day and year last above written. My term expires Notary Public in and for said County and State.

The foregoing Deed was filed for record in my office on the 21 day of January A. D. 19 72 at 2 o'clock P. M. in Missouri, E. A. Attest: Paul H. Smith

REMARKS

12108



Tract 1

Main St

School Rd.

E. 1st St

Elm St

Hurley St

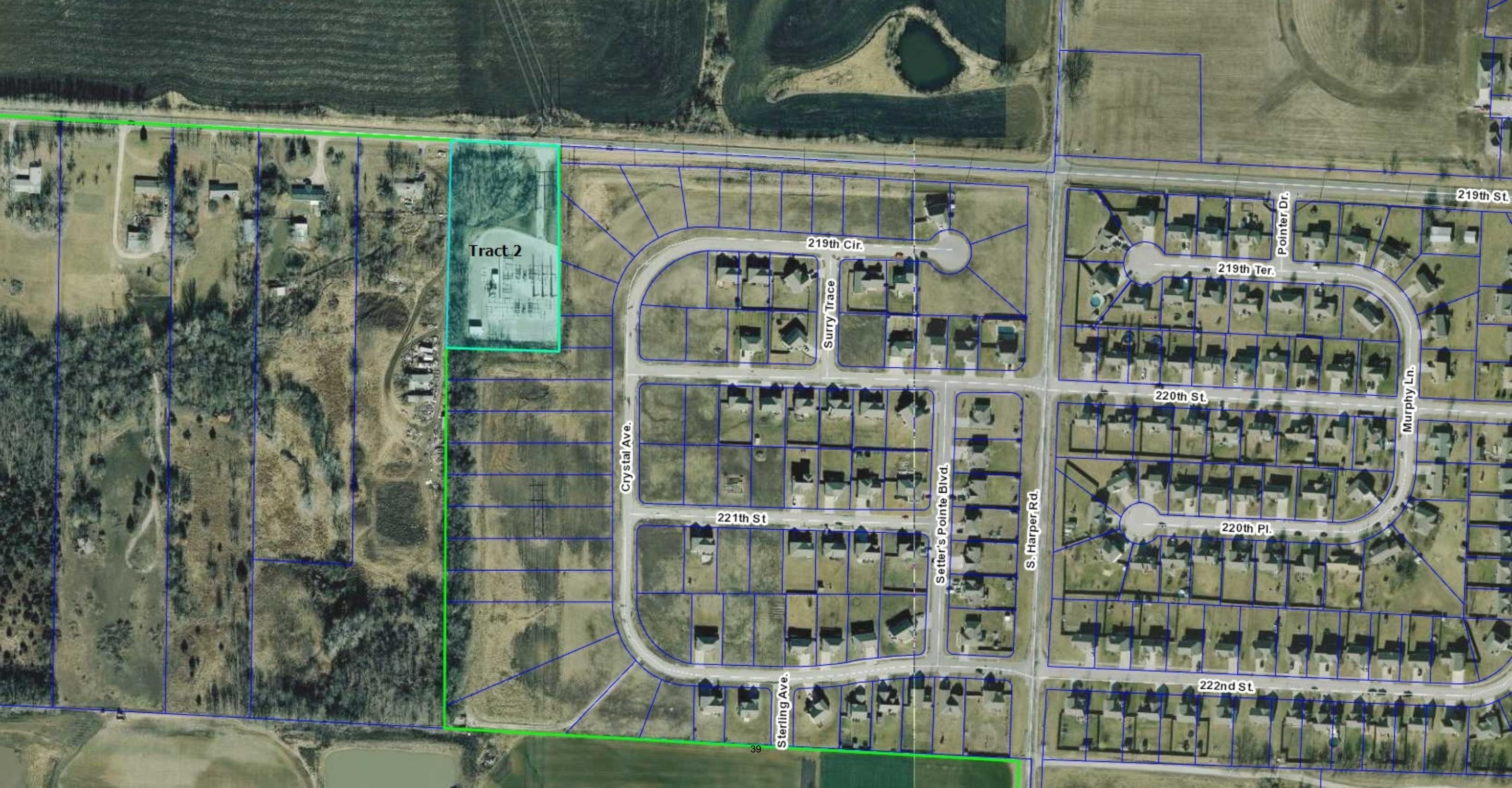
Shishir Rd.

Iengera Dr.

217th St

214th Ter.

38



Tract 2

**ANNEXATION PROCESS  
TIMELINE  
January 5<sup>th</sup> 2015**

- *Jan 5<sup>th</sup> – City Staff send Certified Mail Notice to Property Owners on proposed Annexation and scheduled Public Hearing.* **SCHEDULED**
- *Jan 5<sup>th</sup> – Resolutions stating the City’s Intent to Annex and calling for an Election for Annexation presented to BOA.* **SCHEDULED**
- *Jan 5<sup>th</sup> – Introduction of Involuntary Annexation Ordinance at BOA Work Session.* **SCHEDULED**
- *Jan 20<sup>th</sup> – First Reading, Involuntary Annexation Ordinance by BOA (Deadline)* **SCHEDULED**
- *Jan 22<sup>nd</sup> – Notice of Public Hearing sent to The Journal to publish for three (3) weeks.* **SCHEDULED**
- *Jan 27<sup>th</sup> – Ballot Submission/Certification to Cass County for April Ballot (Deadline)* **SCHEDULED**
- *Jan 29<sup>th</sup> – Public Hearing Notice, BOA Meeting of February 17<sup>th</sup>, published (Deadline)* **SCHEDULED**
- *Jan 29<sup>th</sup> – Public Hearing Notice, BOA Meeting of February 17<sup>th</sup>, posted @ City Hall (Deadline)* **SCHEDULED**
- *Jan 29<sup>th</sup> – Public Hearing Notice, BOA Meeting of February 17<sup>th</sup>, placards posted @ property to be annexed (Deadline)* **SCHEDULED**
- *Jan 29<sup>th</sup> – Draft “Plan of Intent” (Annexation) ready for review*
- *Feb 2<sup>nd</sup> – Second Reading, Involuntary Annexation Ordinance by BOA (Deadline)* **SCHEDULED**
- *Feb 2<sup>nd</sup> – Draft “Plan of Intent” (Annexation) presented to BOA for informational review*
- *Feb 17<sup>th</sup> – Public Hearing, BOA, on Annexation & presentation of the “Plan of Intent”.* **SCHEDULED**  
*After the hearing, potential 3<sup>rd</sup> Reading and passage of the Annexation Ordinance.*
- *April 7<sup>th</sup> - Elections*

---

**STAFF CONTACT:**  
*Clifford L. McDonald*

**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: December 31, 2014  
Re: Certification of Election Results

#### GENERAL INFORMATION

Applicant: Staff  
Status of Applicant: N/A  
Requested Actions: Pass Resolution accepting results  
Date of Application: December 31, 2014

Property Location (if applicable):

#### PROPOSAL

Accept the recount of the election results for for the Motor Fuel Tax.

The Court ordered recount was performed on Monday December 22, 2014. The City Clerk was in attendance when the recount was performed. The issue was recounted twice with both times coming to the same conclusion.

The recount still showed the fuel tax failing to achieve the required 66.67%. the final tally was

492	yes	66.04%
253	no	33.96%

#### 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**

*Recount*

*December 22, 2014*

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

*Nick Jacobs, City Clerk*

*City of Peculiar*

**TO:** \_\_\_\_\_ of the \_\_\_\_\_  
*General Municipal*

*The following is an Official Certificate of Election Results of the \_\_\_\_\_  
#26 & Absentees*

*Election held at Precinct's \_\_\_\_\_,*  
*April 8, 14*

*Cass County, Missouri, on \_\_\_\_\_, 20\_\_\_\_\_.*

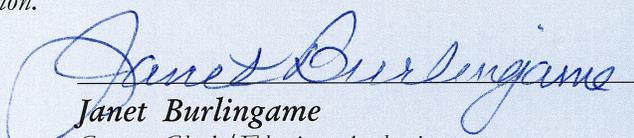
**We hereby certify that the:**  
**City of Peculiar -**

*Ballot Question 1: Shall the City impose a motor vehicle fuel tax, etc.?*

	<i>Received</i>	<i>Votes</i>
<i>Yes</i>	<i>492</i>	<i>Votes</i>
<i>No</i>	<i>253</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 2015-03**

**A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE RECOUNT OF THE FUEL TAX QUESTION THAT WAS ON THE GENERAL MUNICIPAL ELECTION HELD APRIL 8, 2014**

**WHEREAS**, the City of Peculiar held a General Municipal Election of April 8, 2014, and,

**WHEREAS**, the City of Peculiar petitioned the Circuit Court of Cass County to have "Question 1" recounted, and,

**WHEREAS**, the recount was performed on December 22, 2014, and

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

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

**WHEREAS**, The Board of Aldermen accept the results of the recount of "Question 1" which was proposed on the April 8<sup>th</sup>, 2014 ballot.

**BE IT REMEMBERED THE PRECEDING RESOLUTION WAS ADOPTED UPON ITS READING THIS \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:**

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*

Parks Director  
*Nathan Musteen*

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

**To:** Board of Aldermen  
**From:** Clifford L. McDonald  
**Date:** January 5, 2014  
**Re:** Presentation of the Ordinance of Annexation for Involuntary Annexation of Two (2) Tracts of Property Adjacent to Existing City of Peculiar City Limits; First of Three Readings.

**GENERAL INFORMATION**

**Applicant:** BOA  
**Status of Applicant:** N/A  
**Requested Actions:** Board of Aldermen to Consider Ordinance of Annexation for Approval.  
**Date of Application:** January 5, 2015  
**Purpose:** To Annex Adjacent and “Island” Properties which have City Services and Utilities Readily Available Into the City Limits of the City of Peculiar In Accordance With the City’s 3, 8 and 13 Year Annexation Plan.  
**Property Location (if applicable):** Two (2) Tracts of Land Proposed for Annexation

**PROPOSAL**

Presentation to the BOA of the Ordinance which shall approve the Annexation of Two (2) Tracts of Land adjacent to the City of Peculiar’s City Limits subject to approval by Peculiar’s Citizens on the April 7<sup>th</sup>, 2015 Election and the subsequent rendering of a Declaratory Judgement by the Circuit Court of Cass County approving the Annexation.

**PREVIOUS ACTIONS**

NONE

**KEY ISSUES**

It is the belief of City Staff that one of the keys to Peculiar’s growth will be land use decisions that are designed to not only make the City an attractive place to live, but also to engage in business. It is important that the City be able to control growth in an orderly and desirable manner both for the impact upon the City’s infrastructure and our residents. Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, within Peculiar’s City Limits and therefore subject such lands to the City’s zoning and land use regulations as established by ordinance. To accomplish this, City staff is requesting the Board of Aldermen to review the Ordinance of Annexation designed to annex two (2) tracts of property In-accordance-with the City’s 3, 8 & 13 Year Annexation Plan. The Board of Aldermen are being presented one Resolution stating the City of Peculiar’s Intent to Annex, a second

Resolution calling for an Election to approve the Annexation, and the Ordinance to Approve the Annexation for your review and consideration.

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**STAFF COMMENTS AND SUGGESTIONS**

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

---

**STAFF RECOMMENDATION**

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Board of Aldermen to consider approving the Proposed Ordinance of Annexation as presented for its First (of Three Readings) on January 5th, 2015.

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**ATTACHMENTS**

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(1) Ordinance of Annexation

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

**BILL NO. 2015-\_\_**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI PROVIDING FOR THE EXTENSION OF THE CITY LIMITS OF THE CITY OF PECULIAR, MISSOURI BY EMBRACING AND INCLUDING UNINCORPORATED REAL PROPERTY LOCATED IN SECTIONS 9, AND 17 OF TOWNSHIP 45 NORTH, RANGE 32 WEST IN CASS COUNTY, MISSOURI AND HEREINAFTER PARTICULARLY DESCRIBED.**

**WHEREAS**, on the 5<sup>th</sup> day of January, 2015, the City of Peculiar, Missouri declared by resolution of the Board of Aldermen its intent to annex the following unincorporated areas into the City of Peculiar, Missouri:

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

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

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

**SECTION I.** That the corporate limits of the City of Peculiar, in the County of Cass, State of Missouri, be extended so as to embrace and include all that part of said County of Cass lying within the following boundary lines, to-wit:

Tract 1

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

Tract 2

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

**SECTION II.** The perimeter of the Two (2) areas proposed to be annexed is 4,597 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the Two (2) proposed areas to be annexed is 4,126 feet, which is equal to at least Eighty Nine (89) percent of the length of the total perimeter of the area proposed for annexation; and

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

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

**SECTION III.** The Board of Aldermen has determined, and hereby determines, that the proposed annexation is reasonable and necessary to the proper development of the City of Peculiar.

**SECTION IV.** The City of Peculiar, Missouri has developed a *Plan of Intent* to provide services to the proposed area on the same basis upon which services presently are provided to the residents of the City of Peculiar.

**SECTION V:** A public hearing shall be held concerning this matter and this public hearing shall be on the 17<sup>th</sup> day of February, 2015 at 6:30 p.m. in the City Hall (250 S. Main Street) of Peculiar, Missouri.

**SECTION VI:** Provided, however, that the annexation of the above-described real estate is subject to the City of Peculiar, Missouri obtaining a favorable judgment from the Cass County Circuit Court authorizing the annexation of the area.

**SECTION VII:** Further provided, however, that the annexation of the above-described real estate is subject to the approval of the voters of the area subject to annexation and/or the approval of the voters of the City of Peculiar.

**SECTION VIII:** The annexation of the above described real estate shall be effective immediately following the election approving such annexation as authorized by Rev. Stat. Mo. § 71.015.

**SECTION IX:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor, except as provided in Section VIII.

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

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

**Third Reading:** \_\_\_\_\_

**BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS THIRD READING THIS 17TH DAY OF FEBRUARY, 2015, 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

**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:** December 31, 2014  
**Re:** **Ordinance, proposed** changes and procedures to Section 700 Utility Service

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### **GENERAL INFORMATION**

---

**Applicant:** City Staff  
**Requested Actions:** **Topic of Discussion** (Passage of an ordinance amending Peculiar Municipal Code Section 700)  
**Property Location:** City Wide  
**Purpose:** 1) Establish a number of miscellaneous guidelines regarding utility service as part of an ordinance.  
2) Tonight, January 5<sup>th</sup>, for discussion only.

---

### **PROPOSAL**

---

City staff proposes passage of an ordinance amending the Peculiar Municipal Code Section 700 establishing a number of miscellaneous guidelines including, but not limited to, the following in no particular order:

- 1) Utility Bill Extensions
- 2) Property Owner's for Rental, Business, Commercial Units:
- 3) Property Owner's Rental Units with Balance Due
- 4) Nonrefundable Administrative Fee
- 5) Real Estate Home Inspection Fee
- 6) Service Availability
- 7) Fire Hydrant Meters
- 8) Late Fees (reduce from 15% to 10% )

---

### **PREVIOUS ACTIONS**

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### **KEY ISSUES**

---

Currently, the City does not have in Section 700 Utility Service a number of items that can be easily handled by City staff rather than taking to the Mayor for approval.

---

**STAFF COMMENTS AND SUGGESTIONS**

---

City staff has begun reviewing the City's Section 700 Utility Service

We attempt to be a leader in the area of utility service and stay ahead of change.

---

**STAFF RECOMMENDATION**

---

City staff's recommendation would be the inclusion of miscellaneous guidelines as discussed above regarding utility service and as directed by the Mayor and the Board of Aldermen of an ordinance amending the Peculiar Municipal Code Section 700.

---

**ATTACHMENTS**

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Bill No. 2014-xx Ordinance No. \_\_\_\_\_ (for discussion only)

Section 700.010

Utility Service — Cash Deposit and Connection Fees.

A.

A cash deposit shall be required for all permanent or temporary utility service connections as security for payment of bills per the following schedule:

1.

A deposit of one hundred fifty dollars (\$150.00) for owner-occupied dwellings seeking water and sewer service shall be paid prior to service inception.

2.

A deposit of two hundred dollars (\$200.00) for rental dwellings seeking water and sewer service shall be paid prior to service inception.

3.

A deposit of three hundred dollars (\$300.00) for commercial businesses seeking water and sewer service shall be paid prior to service inception.

4.

A deposit of one hundred dollars (\$100.00) for dwellings or commercial businesses seeking only sewer shall be paid prior to service inception.

B.

Security deposits shall be applied to cover any unpaid utility bill immediately following the termination of service.

C.

If a cash deposit is utilized by the City to cover any portion of an unpaid amount, service will not be reconnected for the applicant until the requisite security deposit is again provided to the City.

D.

A deposit of five hundred dollars (\$500.00) is required for all fire hydrant meters and such meters shall be billed monthly. A fire hydrant meter shall be subject to the established business water rates as well as all applicable fees for service. The renter of a fire hydrant meter shall be held liable for any and all damages to the meter as well as for any and all registered and unregistered water loss.

DE.

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

1.

Residential water connection. A residential water connection shall be any connection to the City of Peculiar water system that is no larger than three-quarter ( $\frac{3}{4}$ ) inches. The fee for this connection shall be one thousand six hundred dollars (\$1,600.00).

2.

Commercial water connection. A commercial water connection shall be any connection to the City of Peculiar water system that is one (1) inch or larger. The fee for this connection shall be determined based on necessary product cost but, in any case, shall not be less than one thousand nine hundred dollars (\$1,900.00).

3.

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

[Ord. No. 08192013 §I, 8-19-2013]

4.

Residential sewer connection. A residential sewer connection shall be any connection to the City of Peculiar sanitary sewer system for single-family residential use, including single lots zoned "R1", "R2", "RE", and single-family residences in "A" and "C". The fee for this connection shall be two thousand one hundred dollars (\$2,100.00).

5.

Commercial sewer connection. A commercial sewer connection shall be any connection to the City of Peculiar sanitary sewer system for commercial uses, including multi-family residences and areas zoned "R3", "R4", "O-C", "C1", "C2", and "C-P". The fee for this connection shall be two thousand six hundred twenty-five dollars (\$2,625.00) plus a trap fee of fifty dollars (\$50.00) per trap. The trap fee is to be paid at the time of building permit issuance.

6.

Industrial sewer connection. An industrial sewer connection shall be any connection to the City of Peculiar sanitary sewer system for industrial uses and shall include connections in areas zoned "I-1" and "I-2". The fee for this connection shall be three thousand dollars (\$3,000.00).

7.

Residential and commercial sewer connections outside City limits. Connections under this Subsection shall include any connection, whether utilized for residential or commercial use, to the City of Peculiar sanitary sewer system when the subject property lies outside the current City limits at the time of application. The fee for this connection shall be three thousand dollars (\$3,000.00).

700.015 General Permits, Fees and Other Services – New Section Established

1. Reserved (Meter Availability Fee) Currently set by professional staff to cover our outstanding debt and as approved each year by the city budget. The Meter Availability Charge is a minimum monthly charge to recover reoccurring City costs that is paid by the City to pay principal and interest on Water and Wastewater bonds. The bonds were voted and approved by the citizens of the City and were used for water and wastewater improvements. Water and Wastewater service is available the day the water and wastewater for a structure is connected to the City services. The services are available to the owner, it is the owner’s decision if he/she uses the service. If the service is not used the City is still paying these charges.

The City’s professional staff has determined the monthly charge for meter availability to be:

<b>City of Peculiar, Missouri</b>			
<b>Base Monthly Rate Per Bond's Outstanding</b>			
<b>As of October 1, 2014</b>			
	Principal	Interest	Total Rate
<b>Rate for Water</b>	13.72	6.60	20.32
<b>Rate for Sewer Bonds</b>	11.13	7.35	18.48
<b>Total Base Rate for Coverage per Active Meter</b>	24.85	13.95	38.80

Meter Availability charges are for a residential/commercial building that will not be using water or wastewater service for 6 months or longer. They will be paying for the availability of service when they decide they want to use City service. Currently the water is turned off for vacant property or customers leaving town for the winter (snow birds) with no monthly charge to the customer. The October 2014 rates were raised and the minimum bill, which includes 1,000

gallons of water, sewer, trash, and taxes is \$63.05. Today there are approximately 116 vacant houses, apartments, and buildings with water and wastewater service connections to the City services along with 6 (snow birds) that are not helping to pay off debt for the availability to use these services.

## 2. Real Estate Home Inspection Fee

### A.

A temporary activation of service per individual living unit for the purpose of a third party inspection of the exterior and interior water and sanitary sewer service lines for a period not to exceed 24 hours. The permit shall be issued and carried out by the designated Building Official of the City of Peculiar. The initial fee for said permit shall be fifty (50) dollars and shall be included in the adopted "fee schedule".

### B.

The permit fee shall be amended as needed at the discretion of the City Administrator.

Real Estate Inspection fee: \$35.00

## 3. Outside Meter Testing

### A.

The removal of the water meters for outside meter testing and inspection may be requested by the service user and/or property owner served by the meter.

All requests by a service user and/or property owner for outside meter testing must be made to the Waterworks Manager.

Outside meter testing shall be performed by a third party testing facility.

All outside residential meter testing shall be subject to a fifteen (\$15) dollar non-refundable Administrative Fee.

Fees for testing:

Residential Meter 5/8 inch by 3/4 inch \$35.00

Commercial Meter or Meter 1 inch and larger Cost determined by City Engineer.

If a meter so removed by the service user and/or property owner's order is found by tests to be in error by less than two percent the cost of such removal, tests and replacement shall be borne by the service user and/or property owner.

If a meter so removed by the service user and/or property owner's order is found by tests to be in error by more than two percent the cost of such removal, tests and replacement shall be borne by the City. An account adjustment will be made to compensate for the inaccurate meter. At no point will an adjustment exceed the previous two (2) billing periods.

B.

Definitions

"Outside meter testing" as used in this section shall mean any testing performed at a location outside of the City of Peculiar and performed by a third party.

Section 700.030

Delinquent Payment — Notice — Disconnection For Non-Payment — Reconnection Fees and Deposit.

A.

Payments for utility services are due on/or before the fifteenth (15th) day of each month. Bills not paid in full by the fifteenth (15th) of every month shall be considered delinquent. If the fifteenth (15th) falls on a Saturday, Sunday or recognized City holiday, payment must be received in our office before 9:00 A.M. the following business day to avoid any penalties.

B.

Utility services will be terminated if payments are not made in full prior to the twenty-third (23rd) day of the month. If the regular disconnection day should fall on Friday, Saturday, Sunday or a City recognized holiday, said utility service shall be disconnected on the following business day.

**C. NO PAYMENT EXTENSION: The City will not authorize an extension for paying a utility bill. Staff will give a list of known organizations to the customer that has helped customers pay utility bills in the past.**

D.

When an account becomes delinquent, the City shall notify, by regular mail at the last known address, the owner of the property and the occupant of the property receiving services, of the delinquency and the amount thereof, including penalties. Said notices shall also inform the property owner, and the occupant, if applicable, of the potential for the termination of utility services in accordance with these ordinances. ~~In the event utility service to an occupant has been disconnected and reconnection has not occurred within five (5) days, written notice shall be sent to inform the property owner/landowner of the disconnection.~~

DE.

A service user and/or property owner who has never been disconnected, may receive a notification of termination of service in the form of a door hanger. The door hanger will state the date and time the service will be disconnected as well as a timeframe outstanding balances must be paid to avoid termination of service.

Def.

For accounts that are disconnected for non-payment, services will not be fully restored until payment in full has been received, along with an administrative fee of fifty dollars (\$50.00). The administrative fee shall be assessed and paid regardless of the status of any actual disconnection of service. Following payment in full, utility service will be restored as soon as possible and no later than 5:00 P.M. the day it is paid. No service will be restored during non-business hours. In extreme case of emergency, service may be restored at the discretion of the Mayor or the City Administrator. The administrative fee shall be added as a secondary "non-refundable" deposit up to a maximum as determined by the City Administrator.

EFG.

The administrative fee is fifty dollars (\$50.00) unless the account has been delinquent more than three (3) times within a twelve (12) month period. At that time the administrative fee shall be one hundred fifty dollars (\$150.00). In an emergency situation after hours, with consent of the Mayor or City Administrator for reconnection, the administrative fee will be one hundred dollars (\$100.00) along with the account balance paid in full. Payment must be made in full plus the administrative fee no later than 9:00 a.m. the following business day in person. City staff will not accept any payments in the field.

F

GH.

The City Administrator has the authority to waive the administrative fee one (1) time per account per calendar year.

HI.

If a builder owes on a delinquent account, no new account at a different address or any additional building permits will be issued until the delinquent accounts are paid in full.

IG.

If an account is delinquent in payment, a ~~fifteen percent (15%)~~ ten percent (10%) penalty shall be added to the delinquent bill on the sixteenth (16th) day of each month.

Section 700.035 Remove from Section 710.040 and move to Section 700.035

Liability of Service User and/or Property Owner.

A.

A service user and/or property owner shall be jointly and severally liable to pay for the services rendered on their premises. As used in this Chapter, "services rendered" is defined as the utility service provided by the City of Peculiar in the form of metering and billing for water services and/or sewer services; as well as the utility service provided by the current contracted refuse disposal company in the form of weekly solid waste pickup. The City shall have the power to sue the service user and/or property owner in a civil action to receive any delinquent sums due for such services rendered, as well as administrative fees, late fees, and reasonable attorney fees; and/or to place a lien on the property. The service user and/or property owner shall not be liable for more than ninety (90) days of service.

B.

If a service user subject to a lease agreement vacates the premises, utility service for the new occupant (new service user) will not be started until all amounts due and owing on the property have been paid in full. In no case will the new service user be liable for more than ninety (90) days of service.

C.

In the event a service user becomes chronically delinquent leaving unpaid utility bills, the City may decide to pursue other options along with RSMO 250.140 or pursuant following.

If the City is required to submit unpaid bills to the property owner more than two (2) times in one (1) calendar year, then the property owner may be required to put the service in his/her name. This will include a deposit. After one (1) calendar year, the property owner may request a review by the City to consider allowing the utility service to be put back in a service user's name.

If the City is required to submit unpaid bills to the property owner for more than 1/3 of a single complex unit more than two (2) times in one calendar year, then the City may require the property owner to put the total complex utility services in his/her name. This will include deposits for each unit in the complex. After one (1) calendar year, the property owner may request a review by the City to consider allowing the utility service to be put back in a service user's name.

If the property owner has multiple complex rental units and there are consistent unpaid problems, then the City may require all of his/her rental property to be put in the property owner's name. The property owner will be required to pay individual deposits for individual units and be billed for the individual units. After one (1) calendar year the property owner may request a review by the City to consider allowing the utility service to be put back in a service user's name.