

**BOA Meeting Agenda  
Peculiar City Board of Aldermen  
Work Session Meeting and Public Hearing  
City Hall – 250 S. Main St  
Monday July 20, 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, July 20, 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. City Clerk – Read the Board of Alderman Statement
5. Consent Agenda
  - A. Approval of the Draft Minutes of June 15, 2015 BOA Meeting.
  - B. Approval of the Draft Minutes of July 6, 2015 Worksession Meeting.
6. Mayor Appointments – Marcia Majors to the Park Board
  - Resolution 2015-37 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MARCIA MAJOR TO THE PECULIAR PARK BOARD.
7. Public Comment – DPACD Update from Brenda Conway
8. Public Hearing – Lot Split Application, Peculiar Highlands Tracts 1A & 1B – Cliff McDonald
9. Unfinished Business –
  - A. Bill No. 2015-18 – AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO ADDRESS POSSESSION, RECEIVING OR CONTROLLING STOLEN PROPERTY.  
2<sup>nd</sup> Reading
10. New Business –
  - A. Resolution 2015-38 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT FOR ONE SCHOOL RESOURCE OFFICER AT THE DISTRICT COMPLEX ON SCHOOL ROAD.
  - B. Resolution 2015-39 – A RESOLUTION ADDENDUM TO CONTRACT FOR CITY OF PECULIAR CITY-WIDE RESIDENTIAL SOLID WASTE AND RECYCLABLE PICK-UP SERVICES.
11. Topic for Discussion –
  - A. Fuel Tax Issue – Requested by Alderman Matt Hammack
12. City Administrator Report
13. Aldermen Concerns
14. Aldermen Directives
15. Adjournment

**Board of Aldermen Regular Meeting Minutes  
Monday June 15, 2015**

A regular meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday June 15, 2015. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

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

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks, Business Office Manager Trudy Prickett, Public Works Manager Nick Jacobs and City Clerk Janet Burlingame.

**City Clerk Janet Burlingame recited the Board of Alderman Statement.**

**Consent Agenda**

- A. Approval of the Draft Minutes of May 18, 2015 BOA Meeting.**
- B. Approval of the Draft Minutes of June 1, 2015 Worksession Meeting.**

Alderman Roberts moved to accept the consent agenda as presented and seconded by Alderman Ford, consent agenda was approved by a 6-0 voice vote.

**Unfinished Business -**

- A. Bill No. 2015-16 - AN ORDINANCE AMENDING CHAPTER 127 TAX INCREMENT FINANCING COMMISSION, SECTION 127.080 APPLICATION FEE, OF THE PECULIAR MUNICIPAL CODE TO ALIGN APPLICATION FEES WITH ADOPTED POLICIES.  
2<sup>nd</sup> Reading**

City Planner Cliff McDonald stated the purpose for the amendment is to align the application fee requirements of the City of Peculiar Municipal Code with that of the City's adopted Economic Development Incentive Policy.

Alderman Roberts made a motion to have the second reading of Bill No. 2015-16 by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the second reading of Bill No. 2015-16 and place on final passage as ordinance number 06152015. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman McCrea	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Turner	Aye

**New Business –**

- A. Resolution No. 2015-33 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AN AMENDED COMPREHENSIVE FEE SCHEDULE, DATED JUNE 2015.**

City Planner Cliff McDonald discussed the amended Comprehensive Fee Schedule listing the various charges and fees assessed by the City for services performed. The purpose of the schedule is to compile the various fees into one Comprehensive Fee Schedule for City Staff and Public Information. The amended schedule reflects the addition of disconnect fees for water & sanitary sewer services presented in May 2015.

Alderman Ford made a motion to adopt Resolution 2015-33. The motion was seconded by Alderman Hammack and was accepted by a 6-0 roll call vote.

Alderman McCrea	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Turner	Aye

**B. Bill No. 2015-17 - A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS and TRANSPORTATION COMMISSION (MoDOT) SIGN PROGRAM AGREEMENT FOR THE 1-49 MISSOURI CREATIVE COMMUNITY SIGN (CASS COUNTY), MISSOURI.**

**\*1<sup>st</sup> Reading & \*2<sup>nd</sup> Reading**

Alderman Ford made a motion to have the first reading of Bill No. 2015-17 by title only. The motion was seconded by Alderman Roberts and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the first reading of Bill No. 2015-17. The motion was seconded by Alderman Roberts and was accepted by a 6-0 voice vote.

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

Alderman Ford made a motion to have the second reading of Bill No. 2015-17 by title only. The motion was seconded by Alderman Roberts and was approved by a 5-1 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2015-17 and place on final passage as ordinance number 06152015A. The motion was seconded by Alderman Roberts and was accepted by a 6-0 roll call vote.

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

**Topics for Discussion –**

**A. Community Improvement District Presentation by Gilmore & Bell -**

Mr. David Bushek Attorney for Gilmore & Bell P.C. discussed the function and operation of a Community Improvement District (CID) and how the general purpose is to fund public improvement and services in the area the CID will encompass. Once the 211<sup>th</sup> Street / I-49 Interchange is constructed and development occurs the CID could be formed and the funding sources would already be in place. Mr. Bushek stated he has worked with a number of Cities on efforts similar to this situation but many times they don't take the time to form a CID ahead of the process. Mr. Bushek discussed further the process beginning with a petition, public hearing and an ordinance required to be approved by the Board of Alderman. The CID is formed as a political subdivision with a 5 member board, permanently controlled by City Staff, that is appointed by the Mayor and Board of Alderman. The District would set its own budget and funding priorities. The funding source is a sales tax voted on by the property owners of the district or through special assessments. Governmental Professional Services Management, LLC Representative Mr. Gary Mallory stated he has been in contact with property owners and the majority are in favor of the proposed Community Improvement District.

**B. Tiger Grant Application -**

City Engineer Carl Brooks discussed submitting the Tiger VII Grant Application to the Department of Transportation in an attempt to potentially receive a federal grant in the amount of \$5.8 M to \$7.8 M for the I-49 & 211<sup>th</sup> Street Interchange and 211<sup>th</sup> Street projects. The grant was submitted as a "Rural" application where no federal match is required. We were willing to offer to DOT, that the City would finance a portion if that meant a better chance in receiving federal funds. Mr. Brooks stated this is the third time that the City has submitted for the Tiger funds. Last year, we submitted an application and received a score of "Highly Recommended" in the planning and scoping phase. Mr. Brooks commended MARC and City Staff for assisting with great effort in writing of the grant narrative, collecting support letters from local County and City agencies along with the actual submittal of the grant consisting of 1,000 pages on June 5<sup>th</sup>. Discussion ensued amongst Board Members.

**C. Ditching Process and Procedure**

Public Works Manager Nick Jacobs gave an update and discussed information pertaining to the ditching process and procedures. As an upkeep to this process we are trying to keep storm water off the road and in the ditches where it belongs. Our goal is getting it going where it is supposed to go without causing flooding or damage to the roads. The Public Works Department has recently obtained a mini-excavator to assist with the maintaining of these procedures. Mr. Jacobs outlined the streets they have been working on and presented pictures of the problems they have encountered so far. This fall the Public Works staff will be seeding and placing straw mats where ditching occurred to reestablish the grass. Much discussion ensued amongst Board Members and City Staff regarding ditches that have silted in and the process of jetting those culverts.

**City Administrator Brad Ratliff Report -**

- Chamber Coffee
- Creative Community Signs
- FarMart 2015
- Incode Project Planning
- Employee Training
- Park Director Report
- Codes Department

- Housing Permits
- City Planner/Comprehensive Plan
- City Hall Rehab Project
- MARC Sub-Committee
- Superior Bowen/2015 Asphalt Mill & Overlay Project / Asphalt Preventive Maintenance and Crack Sealing
- Bridle Trail Curb & Gutter/2015 Concrete Curb & Gutter and Sidewalk
- Water Works Division
- Main Street Sidewalk
- Peculiar Monument Sign Project
- School SRO Position
- Marketing and Branding Company

**Alderman Concerns -**

Alderman MattHammack stated there is a website that has been established for “Citizens for Improved Roads”, where citizens can add their comments. Alderman Veronika Ray discussed the positive feedback she had received regarding the Sr. Citizens meeting that was held. Also, there was a good turnout during the recent WAM Festival. Mayor Holly Stark was appreciative of how many were in attendance during the WAM Festival and what a great event for everyone. Alderman Patrick Roberts stated how lucky we are to have an organization like DPACD in our City to put on a festival as they do, it is truly amazing. Alderman Jerry Ford asked for the possibility to put on the City website a list of the streets that are currently being repaired and the dollar amounts of the projects. Discussion ensued amongst Board Members. Alderman Kelsie McCrea asked if there is a grant for “Safe Streets for Schools”. City Administrator Brad Ratliff discussed applying three times for something similar to this through MARC and the last time Raymore Schools received the monies. Alderman McCrea inquired about the RFP for Broadband. Mr. Ratliff discussed the process. Alderman McCrea asked about the recent Sr. Citizen Meeting and a place for them to do their activities. Mr. Ratliff discussed options that could be available to the Sr. Citizens for future programs or activities.

**Aldermen Directives Reported by City Administrator -**

- Update Bill No. 2015-16 Ordinance amending Chapter 127
- Update Resolution 2015-33 – Comprehensive Fee Schedule
- Update Bill No. 2015-17 Ordinance approving MoDot Sign Program Agreement for the I-49 Creative Community Sign
- Updated the Board of Alderman on the 211<sup>th</sup> Community Improvement District
- Updated the Board of Alderman on the Tiger Grant
- Updated the Board of Alderman on the Ditching Process and Procedures
- A website has been established called, “Citizens for Improved Roads”
- Make available a list of un-funded Street/Curb/Sidewalk Projects

**Executive Session**

Alderman Roberts made a motion to enter into executive session pursuant to RSMo 610.021(1) beginning at 8:10 pm for 20 minutes. Seconded by Alderman Turner and was approved by a 6-0 roll call vote.

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

Alderman Roberts made a motion to exit executive session at 8:25 pm and reconvene regular session. Seconded by Alderman Ford and was approved by a 6-0 roll call vote.

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

**Adjournment**

On a motion from Alderman Ford, second from Alderman Hammack, the meeting was adjourned at 8:26 pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Janet Burlingame, City Clerk.

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Janet Burlingame, City Clerk

**Board of Aldermen Regular Meeting Minutes  
Monday, July 6, 2015**

A regular work session meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:31 p.m. on Monday July 6, 2015. Mayor Holly Stark was absent, Acting Mayor Pro-Tem Patrick Roberts called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call: Donald Turner, Matt Hammack, Veronika Ray, Patrick Roberts with Kelsie McCrea and Jerry Ford absent.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks, Business Office Manager Trudy Prickett and City Clerk Janet Burlingame.

**City Clerk Janet Burlingame recited the Board of Alderman Statement.**

**Alderman Kelsie McCrea present at 6:35 p.m.**

**New Business –**

- A. Resolution No. 2015-34 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GUNTER CONSTRUCTION FOR INSTALLATION OF THE PECULIAR MONUMENT SIGN ALONG N. MAIN STREET IN BRADLEY'S CROSSING LOT 6B FOR THE CITY OF PECULIAR, MO.**

City Engineer Carl Brooks stated we re-designed and re-bid the Peculiar Monument Sign Project. Only one bid in the amount of \$113,095.50 was received from Gunter Construction, with very good recommendations from all 12 references. Mr. Brooks discussed many key issues regarding funding and possible cost savings of the project. In order to fully complete the project, City Staff is requesting to take advantage of the \$92,000.00 MoDot grant funding and amend the FY 2014-15 budget for an additional \$5,000.00 from the Capital Improvement Fund Street 30-30-8100. Discussion ensued amongst Board Members and City Staff regarding the project.

Alderman Turner made a motion to adopt Resolution 2015-34. The motion was seconded by Alderman McCrea and was accepted by a 5-0 roll call vote.

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

- B. Resolution No. 2015-35 - A RESOLUTION OF THE BOARD OF ADLERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE MAYOR TO ENTER INTO A CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2015 STREET OVERLAY PROGRAM PROJECT.**

City Engineer Carl Brooks discussed the Superior Bowen Contract for the 2015 Street Patching, Milling and Overlay Program Project. The streets to be included in the road improvements are Glengera Drive from Shishir Road north to Elm Street, Shishir Road from N. Hurley Street to Glengera Drive, N. Main Street from Summerskill Road to the entrance of Bradley's Crossing; and Sively Street form South Street to Buckaroo Street. Mr. Brooks highlighted the different funding sources within the current City budget earmarked to pay for the proposed projects, in an amount not to exceed \$214,900.00. Discussion ensued amongst Board Members and City Staff regarding the care and maintenance of road improvements.

Alderman Turner made a motion to adopt Resolution 2015-35. The motion was seconded by Alderman Hammack and was accepted by a 5-0 roll call vote.

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

- C. Resolution No. 2015-36 – A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR, MISSOURI TO INITIATE EMINENT DOMAIN PROCEEDINGS AGAINST THE OWNERS OF CERTAIN LANDS DESCRIBED IN EXHIBIT “A” AND “B” ATTACHED HERETO.**

City Attorney Reid Holbrook stated there has been no positive response to the City's efforts in acquiring the two parcels described in Exhibit “A” and “B” regarding the utility easement on the north boundary of City Hall. Mr. Holbrook gave a brief overview of why the process is necessary to initiate eminent domain proceedings and the steps that must be taken against the current owner (Briggs Family Trust). Discussion ensued amongst Board Members.

Alderman Turner made a motion to adopt Resolution 2015-36. The motion was seconded by Alderman Hammack and was accepted by a 5-0 roll call vote.

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

**D. Bill No. 2015-18 – AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO ADDRESS POSSESSION, RECEIVING OR CONTROLLING STOLEN PROPERTY.  
1<sup>ST</sup> Reading & 2<sup>nd</sup> Reading**

Chief of Police Harry Gurin stated the Police Department has always relied on the Cass County Prosecutor’s Office for prosecution of the possession of stolen property being in excess of \$750.00. The adoption of this ordinance would allow for a municipal charge for possession of stolen property under the \$750.00 threshold. Acting Mayor Pro-Tem Roberts questioned the incarceration from 30 to 90 day with regards to amending the budget. Mr. Gurin assured the Board the Alderman that this would not be necessary and would only be used as a last resort. Alderman Turner voiced numerous concerns regarding Section A, B, C & D outlined in the proposed ordinance. Discussion ensued amongst Board of Alderman, City Staff and City Attorney.

Alderman McCrea made a motion to close the debate. The motion was seconded by Alderman Hammack and was accepted by a 4-1 roll call vote.

Alderman McCrea	Aye	Alderman Ray	Aye
Alderman Ford	Absent	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Turner	Nay

Alderman Ray made a motion to have the first reading of Bill No. 2015-18 by title only. The motion was seconded by Alderman Hammack and was approved by a 4-1 roll call vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2015-18. The motion was seconded by Alderman McCrea and was accepted by a 4-1 roll call vote.

Alderman Ford	Absent	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Nay

The 2<sup>nd</sup> Reading of Bill No. 2015-18 will be held at the next Board of Alderman Meeting on July 20, 2015.

**Topics for Discussion -**

**A. Comprehensive Plan Update**

City Planner Cliff McDonald presented to the Board of Alderman the latest update to the City’s Comprehensive Plan and the proposed 211<sup>th</sup> Street Overlay District, to become more familiar with its content. Acting Mayor Pro-Tem Roberts asked if a better copy of the map could be provided. Mr. McDonald stated he would look into getting a better map to provide to the Board of Alderman. Discussion ensued amongst Board Members and City Staff.

**Aldermen Concerns -**

Alderman Don Turner asked if anyone has seen executive session minutes come back for approval. City Administrator Brad Ratliff stated according to City Attorney Reid Holbrook, those records are sealed and are only opened if we get a request to do so. Alderman Turner wanted to express how impressed he is by the outpouring of support in the community for DPACD, the Military and an Alderman that is facing health issues. He witnessed Chief Gurin and his Officers giving support in many ways and helping a family that had a tragic loss. This is what makes this City such a great community and we need to keep it up.

**Aldermen Directives -**

- Mayor sign contract with Gunter Construction for the installation of the Peculiar Monument Sign
- Mayor sign contract with Superior Bowen for the 2015 Street Overlay Project
- City Attorney move forward with the Eminent Domain proceedings
- Bring back Bill No 2015-18 for 2<sup>nd</sup> reading
- Staff provided draft for the Comprehensive Plan

**City Administrator Brad Ratliff updated the Board of Alderman on things going on in the City.**

**Adjournment**

On a motion from Alderman Turner, seconded from Alderman Roberts, the meeting was adjourned at 7:33 pm with a 5-0 voice vote.

Regular work session minutes were taken and transcribed by Janet Burlingame, City Clerk.

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Janet Burlingame, City Clerk

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Janet Burlingame*

**City Engineer**  
*Carl Brooks*

**Business Office**  
*Trudy Prickett*



**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

**City Attorney**  
*Reid Holbrook*

**Parks Director**  
*Grant Purkey*

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

**To:** Mayor and Board of Alderman  
**From:** Grant Purkey, Parks Director  
**Date:** July 14<sup>th</sup>, 2015  
**Re:** Resolution #2015-37  
Appointment of Marcia Major to the Park Board

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## GENERAL INFORMATION

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**Applicant:** Marcia Major  
**Status of Applicant:** Park Board Volunteer Applicant  
**Requested Actions:** Appointment by Mayor to the Park Board.  
**Date of Application:** June 12<sup>th</sup>, 2015  
**Purpose:** Appointment to Park Board  
**Property Location** (if applicable): 11903 E. 213<sup>th</sup> CT, Peculiar, MO 64078

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## PROPOSAL

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As per Peculiar Municipal Code, Section 125.020 & 125.040

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## PREVIOUS ACTIONS

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Park Board Member, Karen McKee, notified City Staff and fellow Park Board Members that she will be moving out of the state. With her moving outside of Peculiar city limits, she left a vacancy on the Park Board per the residency requirements in the Peculiar Municipal Code, Section 125.010.

Member McKee Park Board seat was schedule to expire September 1<sup>st</sup>, 2015.

Longtime Peculiar resident, Marcia Major, has filled out a Park Board Application, which expressed interest in joining the Park Board to be part of this beautiful city and everything it has to offer the community, families and especially children.

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## KEY ISSUES

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Applicant will fill a vacated seat on the City of Peculiar's Park Board ending in September 2015 with an automatic re-appointment through 2018 to align and re-establish "Terms of Office" as per Peculiar Municipal Code, Section 125.030.

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**STAFF COMMENTS AND SUGGESTIONS**

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The City and the Parks Department is fortunate and excited to have residents interested in Peculiar Parks and Recreation and be willing to volunteer for service on the Park Board. Upon approval of the Board of Alderman and appointment by the Mayor, the Park Board will welcome its newest member and continue moving forward while maintaining good Ward Representation throughout the City.

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**STAFF RECOMMENDATION**

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Approval of Appointment by Mayor

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**ATTACHMENTS**

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Resolution 2015-37

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**STAFF CONTACT:** Grant Purkey  
Parks & Recreation Director  
816-779-2225  
[gpurkey@cityofpeculiar.org](mailto:gpurkey@cityofpeculiar.org)

# City of Peculiar

## Boards / Commissions Application Form



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

### Boards / Commissions of Interest:

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

Name: MARCIA MAJOR Home Phone: (816) 779-4707  
Address: 11903 E. 213<sup>TH</sup> CT. Alternate Phone: \_\_\_\_\_  
City, State, Zip: Peculiar, MO. 64078 Email Address: major@mcompassminerals.com  
Ward: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) X (contact City Hall if you are unsure of your Ward)

### Education: (Please mark the highest level completed)

High School (please list the High School you attended) \_\_\_\_\_  
 College (please list College/University and Degree) Longview AA in Business Lack 3 classes of AA IN DATA PROCESSING.

### Current Employment:

Employer: Compass Minerals Position: Manager of Corp. Facilities  
Address: 9900 W. 109<sup>TH</sup> ST. SUITE 100 Work Phone: \_\_\_\_\_  
overland Park, KS 66210

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

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

Why do you want to serve on this Board/Commission? I Have lived Here 14 years & want to be a part of our beautiful city & what it has to offer our Community, Families & especially Kids.

Please describe any business or property interest which might place you in a conflict of interest situation should you be appointed to this Board/Commission. \_\_\_\_\_

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

BOA Member Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature: Marcia Major Date: 6/12/15

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

**RESOLUTION 2015-37**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MARCIA MAJOR TO THE PECULIAR PARK BOARD**

- WHEREAS,** Chapter 125:010 of the Peculiar Municipal Code establishes a Park Board consisting of seven (7) members; and
- WHEREAS,** Chapter 125:020 of the Peculiar Municipal Code authorizes the Mayor to make appointments to the Park Board with approval by the Board of Alderman; and
- WHEREAS,** the Board of Aldermen have determined the need to appoint a member to the Park Board; and
- WHEREAS,** Marcia Majors meets the qualifications for appointment to this board as a Resident of Ward 2; and
- WHEREAS,** said appointment carries a completed term ending on September 1, 2015 with an automatic re-appointment through September 1, 2018
- WHEREAS,** Mayor Holly Stark recommends the appointment of Marcia Major as a member to the Park Board upon approval of the Board of Aldermen

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

- Section 1 – Appointment: The Board of Aldermen approves the appointment of Marcia Major to the Park Board.
- Section 2 - Effective Date: This resolution shall become effective upon approval and passage by the Board of Aldermen.

**THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

Alderman Turner	_____	Alderman Roberts	_____
Alderman Hammack	_____	Alderman Ford	_____
Alderman Ray	_____	Alderman McCrea	_____

Approved: \_\_\_\_\_  
Holly Stark, Mayor

Attest: \_\_\_\_\_  
Janet Burlingame, City Clerk

City Administrator  
Brad Ratliff

City Engineer  
Carl Brooks

City Clerk  
Janet Burlingame

Business Office  
Trudy Prickett

City Attorney  
Reid F. Holbrook

City Planner  
Cliff McDonald



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

**AGENDA REQUEST FORM**  
(Board of Aldermen)

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

Date of Request: 5/6/15 Scheduled Meeting Date: 7/20/15

Full Name of Speaker: Brenda Conway Organization: DPACD

Home Address: 152 E. Broadway St City Peculiar State MO Zip 64078

Home Phone #: \_\_\_\_\_ Work Phone #: 779-1150 Cell #: 806-3698 Email: tcnc@fairpoint.net  
Resident of the City of Peculiar?  Yes  No

Specifics of Topic: DPACD Update

Desired Outcome: Understanding by BOA members + attending staff of what DPACD is, does, brings to City

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

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

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

Office Use Only:  
Date request  
Received: 5-6-15

Signature: Brenda Conway

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Janet Burlingame*

**City Engineer**  
*Carl Brooks*

**Business Office**  
*Trudy Prickett*



**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

**City Attorney**  
*Reid Holbrook*

**Parks Director**  
*Grant Purkey*

**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:** July 20, 2015  
**Re:** Lot Split Application, Peculiar Highlands Tracts 1A & 1B, submitted by Mr. Brian Carlson.

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**GENERAL INFORMATION**

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**Applicant:** Mr. Brian Carlson.

**Status of Applicant:** N/A

**Requested Actions:** Board of Aldermen to conduct a Public Hearing for a Lot Split Application, Peculiar Highlands Tracts 1A & 1B, submitted by Mr. Brian Carlson.

**Date of Application:** June 1, 2015

**Purpose:** To review the Lot Split Application, Peculiar Highlands Tracts 1A & 1B submitted by Mr. Brian Carlson and conduct a scheduled Public Hearing.

**Property Location (if applicable):** South 71 Storage, 22709 S. East Outer Road.

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**PROPOSAL**

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See “Requested Actions” above.

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**PREVIOUS ACTIONS**

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The Planning Commission held their Public Hearing for this Lot Split application on Thursday, July 9<sup>th</sup>, 2015 – no one spoke either for or against the proposed Lot Split and no formal protests have been received. The Planning Commission “Tabled” this item until their August 13<sup>th</sup>, 2015 meeting; a signed agreement between Mr. Smith and Mr. Carlson outlining the actions necessary to prohibit creating an “island” property has not been received by the City and the Commission postponed further action until they could review the agreement.

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**KEY ISSUES**

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In order for the Commission to recommend approval or disapproval of a Final Plat/Lot Split application (Map Amendment), or for the Board to approve or deny an application for a map amendment, they shall make findings of fact to determine whether the application is found to be compatible with the following:

1. **Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
  - a. Peculiar Highlands Tract 1 is roughly Three hundred sixty two (362) feet wide and one-third (1/3) mile deep; the West third (1/3) of Tract 1 has been developed into Storage Units with a stormwater detention

area which immediately borders them to the East. Existing construction does not lend itself to further (or practice) development of the East two-thirds (2/3) of Tract 1.

- b. Tracts 1A & 1B meet the maximum lot width to depth requirements of Section 405.710 Lots of the City of Peculiar Municipal Code.
- c. This Lot Split application does not meet the requirements of Section 405.710 Lots, paragraph C, which states “Every lot shall front upon and have direct access to a public or private street.” As presented this Lot Split would create an “island” property of Tract 1B.
- d. The City Planner cannot support this Lot Split Application by itself, because of the resulting “island” property it creates. However, if this application is taken in context of being Part One (1) of a Three (3) step process it lends itself to approval. Mr. Brian Carlson and Mr. Emmett Smith have agreed to sign a Memorandum of Agreement (MOA) to outline the development process of their adjacent properties which requires the following:
  - i. Approved Lot Split of Peculiar Highlands Tract 1 into Tracts 1A & 1B
  - ii. Purchase of Peculiar Highlands Tract 1B & Peculiar Highlands Tract II by Mr. Emmett Smith
  - iii. Replat of 22901 S. East Outer Road (Peculiar RV Park) by Mr. Emmett Smith to combine the RV Park acreage and Peculiar Highlands Tract 1B & Tract II into one single Tract.
- e. The property which comprises the Lot Split Application, Peculiar Highlands Tracts 1A & 1B, is currently zoned I-1, Light Industrial District; the Future Land Use Plan of the City of Peculiar’s Comprehensive Plan identifies this area for Commercial development. The proposed Lot Split Application, is consistent with the current zoning and land use and has no adverse impact on the City’s Comprehensive Plan.

**2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety and accessibility of emergency vehicles and equipment;**

- a. The property which comprises the Lot Split Application, Peculiar Highlands Tracts 1A & 1B, is currently zoned I-1, Light Industrial District and the area of Tract 1A is utilized by South 71 Storage. Vehicular traffic volumes and site access are not changed by this proposed Lot Split and will not be detrimental with regard to surrounding traffic flow, pedestrian safety nor accessibility of emergency vehicles and equipment which utilize the South East Outer Road.

**3. Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**

- a. This Lot Split Application for Peculiar Highlands Tract 1 into Tracts 1A & 1B divides one large lot into two smaller ones. There is no significant demand increase imposed upon roads, streets, water supply, sanitary sewerage or storm sewerage resulting from this Lot Split.

**4. Compatibility of the proposed district classification with nearby properties;**

- a. The property which comprises the Lot Split Application, Peculiar Highlands Tracts 1A & 1B, is currently zoned I-1, Light Industrial District. Properties along the North border are all unincorporated Cass County and are classified as either Residential or Agricultural. The property bordering the East is zoned I-1, Light Industrial District. No change of Zoning is proposed, nor required, for this Lot Split and this application is fully compatible with adjoining properties.

**5. If vacant, the length of time the property has remained vacant as zoned.**

- a. South 71 Storage was developed in the year 2,000. Tract 1 of Peculiar Highlands was zoned as I-1, Light Industrial District on the 1999 City of Peculiar Official Zoning Map. The eastern two-thirds (2/3) of this property remains undeveloped, partly due to its topography and has remained so for 15 years.

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**STAFF COMMENTS AND SUGGESTIONS**

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The Lot Split Application for Peculiar Highlands Tracts 1A & 1B requires a recommendation from the Planning Commission following a Public Hearing and subsequent approval by the Board of Aldermen following another Public Hearing. The proposed Lot Split Application for Peculiar Highlands Tract 1 into Tracts 1A & 1B will subdivide this property into Tract 1A (4.70 Acres) and Tract 1B (10.55 Acres); There is no significant impact on zoning, utilities or infrastructure resulting from this proposed change.

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**STAFF RECOMMENDATION**

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Staff recommends the Board of Aldermen conduct the scheduled Public Hearing at tonight's meeting on the Lot Split of Peculiar Highlands Tract 1 into Tracts 1-A & 1-B with no further action - pending the Planning Commission's recommendation to approve or deny. The Ordinance should be presented to the Board of Aldermen at their August 17<sup>th</sup>, 2015 meeting.

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**ATTACHMENTS**

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- (1) Final Plat of Gail's Ridge, Tracts 1 & 2
- (2) Cass County Assessor, Aerial Map of adjacent area

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



City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
*Reid Holbrook*

Parks Director  
*Grant Purkey*

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

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**To:** Board of Alderman  
**From:** Harry Gurin, Chief of Police  
**Date:** July 6, 2015  
**Re:** Possession of Stolen Property (Municipal Charge)

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#### **GENERAL INFORMATION**

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**Applicant:** City Staff

**Status of Applicant:** N/A

**Requested Actions:** Board of Aldermen are being presented with a new ordinance to address subjects arrested possessing stolen property valued at less than \$750.00.

**Date of Application:** N/A

**Purpose:** The purpose of this ordinance is to establish a municipal charge for possession of stolen property that would not be charged on a state statute level.

**Property Location (if applicable):** N/A

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#### **PROPOSAL**

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The State of Missouri has a statute that addresses possession of stolen property, with the value of the property being in excess of \$750.00. The adoption of this ordinance would produce a municipal charge for possession of stolen property under the \$750.00 threshold.

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#### **PREVIOUS ACTIONS**

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No previous actions on this ordinance

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#### **KEY ISSUES**

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This ordinance creates an appropriate charge for municipal level possession of stolen property.

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#### **STAFF COMMENTS AND SUGGESTIONS**

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No additional comments

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#### **STAFF RECOMMENDATION**

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**Staff recommends approval.**

## MEMORANDUM

TO: City Administrator  
FROM: Harry Gurin, Chief of Police  
DATE: July 2, 2015  
SUBJECT: Proposed New Ordinance

This City does not have an Ordinance that addresses cases of possessing, receiving or controlling stolen property. Most of the other cities in Cass County have such an ordinance.

There is a state statute that supports and is compatible with the proposed ordinance. (RSMO 541.060) There are a variety of situations we encounter but are unable to cite due to the lack of an Ordinance. The Missouri statute has a jurisdictional floor of \$750.00 . You can see that the maximum fine in the proposed Ordinance is \$500.00 along with incarceration from 30 to 90 days. A \$500.00 fine is consistent with other City ordinances. None allow a fine greater than \$500.00.

If you agree, my request is you schedule this proposed Ordinance for consideration by the BOA.

Cc: City Attorney

**BILL NO. 2015-18**

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

**ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO ADDRESS POSSESSION, RECEIVING OR CONTROLLING STOLEN PROPERTY.**

Section A: A person shall be guilty of the crime of possession, receiving or control of stolen property if, for the purpose of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

Section B: Evidence of the following is admissible in any criminal prosecution under this section to provide the requisite knowledge or belief of the alleged receiver:

- (1) That he or she was found in possession or control of other property stolen on separate occasions from two or more persons;
- (2) That he or she received other stolen property in another transaction within the year preceding the transaction charged;
- (3) That he or she acquired the stolen property for a consideration which he or she knew was less than fair market value.

Section C. Violation of this Ordinance is a misdemeanor.

Section D. Penalties for violations. Every person who is convicted of a violation of this section shall be punished by imprisonment for not less than 30 days nor more than 90 days or by a fine not to exceed \$500.00 or by both such fine and imprisonment.

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

- 1. That this ordinance shall be in full force and effect from and after its passage and approval.
- 2. The effective date of this ordinance shall be \_\_\_\_\_, 2015.

First Reading: \_\_\_\_July 6, 2015\_\_      Second Reading: \_\_\_\_\_

\_\_\_\_\_  
 Alderman Hammack \_\_\_\_\_  
 Alderman Ray \_\_\_\_\_  
 Alderman Ford \_\_\_\_\_

\_\_\_\_\_  
 Alderman Turner \_\_\_\_\_  
 Alderman McCrea \_\_\_\_\_  
 Alderman Smith \_\_\_\_\_

APPROVED:

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Holly Stark, Mayor

ATTEST:

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Janet Burlingame

City Administrator  
*Brad Ratliff*

City Clerk  
*Janet Burlingame*

City Engineer  
*Carl Brooks*

Business Office  
*Trudy Prickett*



Chief of Police  
*Harry Gurin*

City Planner  
*Cliff McDonald*

City Attorney  
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Parks Director  
*Grant Purkey*

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

**To:** Board of Alderman  
**From:** Harry Gurin, Chief of Police  
**Date:** July 13, 2015  
**Re:** SRO Contract

**GENERAL INFORMATION**

**Applicant:** Police Department

**Status of Applicant:**

**Requested Actions:** Approval of Contract

**Date of Application:** 07-13-2015

**Purpose:** Continue Employment of School Resource Officer

**Property Location (if applicable):**

**PROPOSAL**

The Raymore-Peculiar School Board has submitted a contract to continue the services of a police officer for the 2015-2016 School year.

**PREVIOUS ACTIONS**

A similar contract was signed and approved by the Peculiar City Council for the 2014-2015 school year.

**KEY ISSUES**

The proposed 2015-2016 SRO contract is similar to the previous years contract with the exception of 212 days the previous year.

The school district will pay the salary for the SRO for 219 day and the city will have the SRO available for police department assignments for 34 days, excluding holidays and PTO time off. School cost approximately \$49,932 at \$228.00 per full day and \$114.00 for ½ day. The city will supply a marked police vehicle for the SRO usage at the school complex.

**STAFF COMMENTS AND SUGGESTIONS:**

**STAFF RECOMMENDATION:**

Staff recommends approval for this contract.

**ATTACHMENTS:**

**STAFF CONTACT:**

**RESOLUTION 2015-38**

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

**WHEREAS**, the City has been providing additional safety and security to Raymore-Peculiar School District complex, and;

**WHEREAS**, the City and the Raymore-Peculiar School District wish to continue this service, and;

**WHEREAS**, the School District will share the costs of the City providing the School Resource Officer, as outlined in the contract

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

**Section 1.** That the proposed contract for the School Resource Officer between the City of Peculiar and the Raymore-Peculiar School District is hereby approved and the Mayor and City Administrator are authorized to execute the contract on behalf of the City.

**Section 2. *Effective Date.*** The effective date of this Resolution shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

Alderman McCrea \_\_\_\_\_  
Alderman Hammack \_\_\_\_\_  
Alderman Ford \_\_\_\_\_

Alderman Ray \_\_\_\_\_  
Alderman Roberts \_\_\_\_\_  
Alderman Turner \_\_\_\_\_

Approved: \_\_\_\_\_  
Holly Stark, Mayor

Attest: \_\_\_\_\_  
Janet Burlingame, City Clerk



# Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

## School Resource Officer AGREEMENT

This Agreement is entered into this 16<sup>th</sup> day of July, 2015, by and between the City of Peculiar, a public entity, hereinafter referred to as “City” and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as “District.”

### WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein.

One (1) police officer, hereinafter referred to as the “officer” will serve the Raymore-Peculiar School District facilities and properties.

The officer will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, and teen dating violence. This officer is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 27, 2015 through June 30, 2016 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.  
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject to current procedures in effect for the City of Peculiar police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no

person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$228.00 per day for each full day the police officer works for the District or \$114 per half day for a maximum of 212 full work days or combination thereof whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Administrative Services in cooperation with the Peculiar Chief of Police, or a designee. The Assistant Superintendent of Administrative Services and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The officer may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under the Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days worked in each particular month. The officer shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent of Administrative Services showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer and cover the costs of police officer training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

6. Officer Responsibilities – The officer assigned to the District shall:
  - a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
  - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer;
  - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
  - d. The officer will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
  - e. If/when a crime occurs, the officer will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the City of Peculiar;
  - f. The officer will present educational programs to students and school staff on topics agreed upon by the Police Department and the District;
  - g. The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
  - h. Unless exigent circumstances prevent it, the officer will attempt to advise the Police Department, Assistant Superintendent of Administrative Services and the

School Principal prior to taking law enforcement action, subject to the officer's duties under the law;

- i. The officer shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer may be used to assist District employees until the problem is solved.
- j. The officer will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Administrative Services.
- k. The officer will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Administrative Services.
- l. Incidents requiring police action that occur outside of Peculiar City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer of the City beyond the general duties that exist for law enforcement officers within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
  - a. Follow-up home visits when needed as a result of school related student problems;
  - b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent of Administrative Services and/or Principal and approved by the Police Chief;
  - c. In response to off-campus, but school related, criminal activity;
  - d. In response to emergency police activities.

The City may furnish a substitute officer on days when the assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

8. District Responsibilities – The District will provide the assigned officer an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.

Raymore-Peculiar R-II School District

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President, Board of Education

Attested by: \_\_\_\_\_  
Secretary, Board of Education

City of Peculiar, Missouri

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Mayor

Attested by: \_\_\_\_\_  
City Clerk

## Resolution 2015-39

### **ADDENDUM TO CONTRACT FOR CITY OF PECULIAR CITY-WIDE RESIDENTIAL SOLID WASTE AND RECYCLAB RECYCLABLE PICK-UP SERVICES**

**WHEREAS**, the City of Peculiar (City) entered into a contract with Town and Country Disposal of Western Missouri (T&C) for city-wide residential solid waste and recyclable pick-up services dated August 3, 2010; and

**WHEREAS**, the services provided by T&C met or exceeded the expectations of the City for the basic term of the agreement and two one-year extensions; and

**WHEREAS**, there remains a one year contract extension (third extension) that would expire on or about July 31, 2016 but the parties desire to add a fourth one-year extension incorporating all of the same terms and conditions of the original contract and extensions one (1) and two (2); and

**WHEREAS**, the parties further wish to ratify their respective obligations under the terms of the original contract and Exhibits A and B and also provide for severe weather and other catastrophes that may afflict the City in the future, e.g. tornadoes.

#### **NOW THIS AGREEMENT WITNESSETH:**

1. T & C agrees to adhere to the fee structure to be charged the City and described in Article II of the original agreement, e.g. \$13.13 per month for pick up and \$12.13 per month for services but with a smaller container. Provided, however, the annual fee structure of three percent (3%) per year will not be changed for contract years 7, 8 and 9. All other terms contained in Exhibit A shall remain unchanged.

2. Appendix B to the original contract and its terms are reconfirmed and ratified by the parties.

3. T&C shall cause the filing with the City Clerk an updated affidavit of work authorization (Appendix C).

4. T&C, as an additional obligation to City, in the event of a weather disaster, e.g. tornado, flood, shall assist in the city wide cleanup by strategically placing oversized dumpsters throughout the City for weather created debris. Placement of dumpsters shall be at no cost to the City.

The parties have executed this Addendum at the City of Peculiar on the \_\_\_\_ day of \_\_\_\_\_, 2015.

(Seal)

**THE CITY OF PECULIAR, MISSOURI**

BY: \_\_\_\_\_  
Holly Stark, Mayor

ATTEST:

BY: \_\_\_\_\_  
Janet Burlingame, City Clerk

**TOWN & COUNTRY DISPOSAL OF WESTERN MISSOURI**

BY: \_\_\_\_\_  
Laddie Pesek, Jr.  
President

**City Administrator**  
*Brad Ratliff*

**City Clerk**  
*Janet Burlingame*

**City Engineer**  
*Carl Brooks*

**Business Office**  
*Trudy Prickett*



**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

**City Attorney**  
*Reid Holbrook*

**Parks Director**  
*Grant Purkey*

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

---

**To: Board of Alderman**

**From: Brad Ratliff**

**Date: 07/20/15**

**Re: Solid Waste Disposal Services**

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#### **GENERAL INFORMATION**

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**Applicant: Staff**

**Status of Applicant: City Administrator**

**Requested Actions: Approval of Solid Waste Disposable Services**

**Date of Application:**

**Purpose: Upcoming Contract Deadline July 31, 2015**

**Property Location (if applicable):**

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#### **PROPOSAL**

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As you know, the City changed from Deffenbaugh to Town and Country back in 2010. Since that time the City has exercised its one year extensions with Town and Country to bring us to the present. Staff on the Direction of the BOA in June 2015 renegotiated a contract with Town and Country to continuing services with them. T & C has been cooperative and many times went out of their way to aid the City in helping residents. The numbers presented tonight are the same amount we are paying currently and they have agreed if we execute our option for the next year they will keep the same amount.

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#### **PREVIOUS ACTIONS**

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- Bid out services in 2010 and awarded contract to Town and County in August of 2010
  - Renewed 1 year service in 2013
  - Renewed 1 year service in 2014
  - Contract renegotiated in July 2015
- 

#### **KEY ISSUES**

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- Town and Country has worked with the City well.
- Town and Country does not change pick up days unless extreme weather.
- Town and County have reduced the amount of complaints to the City on trash services.
- Changing companies again could create some confusion to residents.
- Town and Country has been good to work with on a City staff level.
- Town and Country has agreed to lock in the prices at current rate for this next year and that same option for the following year.
- They have agreed to haul on large disposal bins in the event of a natural disaster.

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**STAFF COMMENTS AND SUGGESTIONS**

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Staff recommends approval of the contract which is set at \$13.13 for current amount of services and \$12.13 for a smaller dispenser services.

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**STAFF RECOMMENDATION**

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Staff would like to negotiate a long term revision to the current contract with Town and County for continued services.

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**ATTACHMENTS**

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Attached is the current original contract and resolution

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**STAFF CONTACT:** Brad Ratliff  
bratliff@cityofpeculiar.org

**CONTRACT FOR CITY OF PECULIAR**  
**CITY-WIDE RESIDENTIAL SOLID WASTE AND RECYCLABLE PICK-UP**  
**SERVICES**

This agreement is made this **3 day of August, 2010**, between **Town and Country Disposal of Western Missouri**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at P.O. Box 10, Harrisonville, Missouri 64701, hereafter referred to as the **Contractor**, and **The City of Peculiar, Missouri**, a city of the fourth class organized and existing under the laws of the State of Missouri, with its principal office located at 600 Schug Avenue, Peculiar, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral or implied alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

This contract is effective as of August 3, 2010, and coincidental with the Mayor's signature and shall remain in effect as described within the attachments.

**ARTICLE I**  
**THE WORK**

Contractor agrees to perform all work and provide all materials/supplies as specified in the Scope of Services document which is attached as Appendix A and incorporated herein as part of the contract. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within Appendix A, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required as well as any other state or federal law. Said work, as specified in Appendix A, shall commence upon the signing of this contract and the scheduling/approval by the City.

**ARTICLE II**  
**TIME OF COMMENCEMENT AND TERM**

Contractor agrees to perform residential trash and recyclables pick-up services as set forth in this contract. This contract is for services provided for an initial three year term beginning August 1, 2010 and terminating July 31, 2013. This contract shall automatically renew for three additional one year terms under the same terms and conditions provided the annual fee structure to be charged to City shall not exceed 3% per year for contract years four, five and six.

**ARTICLE III**  
**GUARANTEED PRICING TERMS**

The Contractor agrees to perform all work described in this contract for the agreed upon and negotiated price. The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed by the Contractor as set forth in Appendix A to the contract.

**ARTICLE IV**  
**CONTRACT PAYMENT**

The City will be the sole judge as to the sufficiency of the work performed. The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance, defective equipment or materials, or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

**ARTICLE V**  
**INSURANCE REQUIREMENTS**

Insurance shall be provided as outlined in the attached Appendix B, the terms of which are incorporated herein as part of the contract.

**ARTICLE VI**  
**DAMAGES/DELAYS/DEFECTS**

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor agrees to hold harmless and indemnify City against any claim, demand, lawsuit, suit or cause of action raised against City for property damage, personal injury, or any and all other damages resulting from the collection of solid waste by Contractor. This indemnification provision applies to any and all costs associated with litigation and/or other defense of any claim against the City for injuries or damages resulting from solid waste collection.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will promptly repair all damage to public and private property caused by their

agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report to the City or its duly-authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

## **ARTICLE VII** **RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of the Occupational Safety Health Administration as well as related federal, state, county, and city regulations, including EPA NESHAPS.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons. Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair

labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

**ARTICLE VIII**  
**TERMINATION OF AGREEMENT**

With Cause – If Contractor fails to perform its duties as specified in this contract, the City, through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Dispute Resolution- In the event that the parties have a dispute regarding the terms or meaning of this contract, the parties will choose a mediator acceptable to both sides to hear the dispute and attempt to reach agreement. If the mediator is unable to assist the parties in reaching an agreement, the parties agree that the agreement will be deemed as terminated without cause. The City shall determine the effective date of such termination to insure no interruption of service to its residential customers but such date shall not exceed (90) days from the date of the unsuccessful mediation.

**ARTICLE IX**  
**WARRANTY; CORRECTION OF DEFECTS**

Contractor shall, within 24 hours of notice from the City, correct any work found to be defective, as determined by the City. Any such correction shall be to the satisfaction of the City, the determination of which shall be in the City's sole discretion. If such condition is not corrected within 24 hours of the City's notice to Contractor, Contractor will be fined \$100.00 per occurrence.

In order to report said complaints, Contractor agrees to maintain a Customer Service Center with the following minimum standards: (1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; during such time, all calls must be answered by a Customer Service Representative; (2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; (3) the Contractor shall implement procedures approved by the City whereby complaints can be received via fax, e-mail, and website.

**ARTICLE X**  
**AFFIDAVIT OF WORK AUTHORIZATION**

Pursuant to 285.530 RSMo, the Contractor shall affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in

connection with the services requested herein and shall also:

- Annually provide documentation affirming the Contractor's enrollment in a requisite federal work authorization program;
- Submit the attached *Affidavit of Work Authorization* (Appendix C);
- Annually affirm that the Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services; and
- Take any and all necessary steps to fully comply with the requirements delineated in 285.530 RSMo as well as other relevant federal and state immigration laws.

**ARTICLE XI**  
**SEVERABILITY**

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the invalid clause. In such a case, this agreement's remaining provisions shall continue to be valid, binding, and in full force and effect.

**ARTICLE XII**  
**APPLICABLE LAWS**

This contract shall be governed in all respects by federal law and the laws of the state of Missouri. In addition, all work performed shall be in compliance with all applicable City of Peculiar codes.

**ARTICLE XIII**  
**ENTIRE AGREEMENT**

The parties agree that this document and Appendices A, B, and C constitute the entire agreement by the parties and there are no further items or provisions, either oral or otherwise.

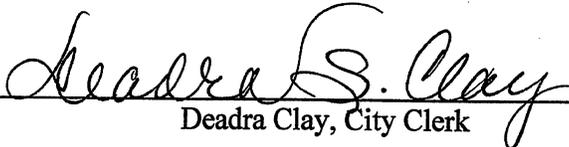
The parties have executed this agreement at the City of Peculiar the day and year first above written.

(SEAL)

THE CITY OF PECULIAR, MISSOURI

By:   
Ernest Jungmeyer, Mayor

Attest:

  
Deadra Clay, City Clerk

TOWN & COUNTRY DISPOSAL OF WESTERN MISSOURI

BY:   
Laddie Pesek, Jr.

Title: President, Town & Country Disposal of Western Missouri

Attest:

BY: \_\_\_\_\_

## **APPENDIX A**

### **Scope of Services**

The City of Peculiar wishes to contract its residential solid waste and recyclables collection with Contractor. This service shall conform to all City ordinances including but not limited to Chapter 255 regarding Solid Waste. In accordance with the Scope of Work requirements found in Affidavit A of the Proposed Contract (attached hereto), Contractor will be required to perform those tasks for approximately 1,400 residences within the City, said number subject to possible variations. Contractor should include in the proposal if canisters will be provided by Contractor. City requires a semi-annual event for yard waste and other large items.

### **Fee Structure to be Charged to the City of Peculiar**

The Contractor agrees to perform all work described in this contract for the agreed upon and negotiated price. The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed by the Contractor as set forth in this section:

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from September 1, 2010 through August 31, 2011 shall be \$12.50 per month. (Seniors with 42 gallon container, \$11.50 per month.)

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from September 1, 2011 through August 31, 2012 shall be \$12.81 per month. (Seniors with 42 gallon container, \$11.81 per month.)

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from September 1, 2012 through August 31, 2013 shall be \$13.13 per month. (Seniors with 42 gallon container, \$12.13 per month.)

The City shall collect an additional fee not to exceed \$3.00 per month for each residential customer to offset its administrative costs and expenses.

### **Services Performed**

Contractor shall provide solid waste and single-stream commingled recyclables collection, removal and disposal services to all residential dwellings with the city limits of Peculiar. Collection services shall be performed once per week at the curb of the residence. The schedule for such service shall remain the same as is currently provided contemporaneous to this agreement. On collection days, all refuse containers and recyclables shall be placed at the curb in the container provided by the Contractor. Contractor shall furnish the necessary vehicles for the collection of solid waste and commingled recyclables in non-leaking vehicles provided with tops or coverings to guard against spillage and shall conceal contents from view. These vehicles shall be kept

covered or closed at all times except when being loaded or unloaded. These vehicles shall in all other respects conform with state and federal law.

In exchange for the monthly fees set forth above, the Contractor shall provide all of the following services:

- Regular, weekly residential solid waste collection. The Contractor shall provide an appropriate 94-gallon receptacle for such collection to each Peculiar household as well as an additional 25 surplus containers (also of 94 gallons) to be stored by the City;
- Contractor will provide 25 receptacles to City Hall (20, 94 gallons and 5 42 gallons) for distribution to City residents who lose or destroy their receptacle.
- Regular, weekly senior residential solid waste collection. At the election of individual senior citizens of the City of Peculiar (defined as residents at least 60 years of age), the Contractor will provide 42 gallon receptacles for such collection.
- Regular, weekly commingled recycling excluding glass. The Contractor shall provide an appropriate receptacle for such collection.
- Bulky Item collection once a month for each customer. Any customer requiring additional bulky items collected shall be assessed an additional fee above the monthly rate.
- Yard waste, leaf and brush collection at least two times per year on a date selected by the City and within the City's sole discretion. Provided, however, Contractor agrees to collect at least two times between the commencement date of this agreement and November 30, 2010.
- Special Collection Items includes all materials not delineated above. Pick-up for Special Collections must be arranged and will be charged in accordance with a Collection Chart containing itemized rates
- Non-Residential Collection: Contractor will provide refuse collection service to City Hall and other trash-producing installations of the City at a mutually-agreed upon price. A trash receptacle will be provided at each of these locations if deemed necessary by the City. Each of these units will be considered as one (1) additional dwelling unit.
- Clean-up Dates: Within each twelve (12) month period, there will be one city-wide clean-up session of two days. On these dates, two 40 cubic yard containers will be placed at a location determined by the City and dumped as filled. The location will be monitored and will be open from 8:00 A.M. to 4:00 P.M. each day of the session. Refuse allowed in containers will be subject to State and Federal regulations governing solid waste. A total of 4 dumps for each of the two days will be covered by the contract. Additional dumps will be billed to the City at a rate to be determined upon the annual review of the contract. The city-wide clean-up days may include a Saturday.

## **Definitions**

**Residential Service-** This service shall apply to all residences including single family homes, two family units or duplexes, all other residential configurations up to 4 family units, condominiums, and town homes up to four units. This residential service shall not apply to any residences that currently use a communal dumpster or contract for commercial solid waste collection. Any residences that are excluded because of their commercial account or communal collection shall be agreed upon by the City and the Contractor prior to service beginning in July 2010.

**Senior Residential Service-** This service shall apply to all residences (including single family homes, two family units or duplexes, all other residential configurations up to 4 family units, condominiums, and town homes up to four units) with at least one senior citizen resident. For these purposes, a senior citizen is defined as a person 60 years of age or older. This residential service shall not apply to any residences that currently use a communal dumpster or contract for commercial solid waste collection. Any residences that are excluded because of their commercial account or communal collection shall be agreed upon by the City and the Contractor prior to service beginning in July 2010. Senior citizens utilizing the elective Senior Residential Service will be provided a smaller 42 gallon receptacle. In addition, those persons enrolled in the Senior Residential Service will receive a monthly discount from their bill of \$1.00.

**Solid Waste-** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls roofs, roads, streets walks or other facilities and such items of rubbish whose weight, size and dimension require more than one person to remove.

**Recyclables-** Shall include all aluminum and metal food cans, aluminum trays and foil, steel cans, and tins. Plastics shall include PET soda, milk, water and flavored beverage bottles (#1 clear and green plastic resin), HDPE detergent and fabric softener containers (#2 colored plastic resin), PVC narrow neck containers (#3 plastic resin) typically found in health and beauty aide products or household cleaners, LDPE grocery containers (#4 plastic resin) typically found in margarine or butter tubs, frozen dessert cups, six and twelve pack rings, PP grocery containers (#5 plastic resin) typically found in yogurt cups or narrow neck syrup and ketchup bottles, #7 plastic resin grocery narrow neck containers.

**Performance Bond**

Contractor shall furnish a performance bond executed by a surety or bank, who is qualified to do business in the State of Missouri and acceptable to the City, guaranteeing the faithful performance of this contract and further guaranteeing the payment of all lawful claims when they become due for all labor, mechanics, equipment, tools, and materials used in the work for a period of time as to be prescribed in the performance bond. The performance bond shall be in the amount of 50% of the total estimated annual billing and shall be provided no later than August 5, 2010 for the work to begin on August 6, 2010. The formula to be used for the amount shall be as follows:

Total agreed-upon curbside pick-up addresses as of [date] x [cost of each] x .50 = \_\_\_\_\_

**Program Indoctrination**

Contractor is reminded that he is an integral part of a continuing city service to which the citizens are accustomed. Therefore, Contractor will be expected to cooperate with the City and its citizens in carrying out the basic task of collection of all residential refuse from residential dwelling units.

Contractor and his representatives will make every reasonable effort to serve the customers regardless of customer errors in refuse preparation. However, the Contractor will notify the city and the customer of the customer's repeated or gross mistakes.

To this end, the City will cooperate and encourage the customers to comply with regulations by providing instructions, public relations literature, and educational materials. The City will also make personal contacts with violators as the need arises or as requested by Contractor.

## **APPENDIX B**

### **Insurance**

The Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on the purchased policies must be enforced for three (3) years after the contract's completion date. Any chosen insurer shall be qualified to do business in the State of Missouri.

#### **General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

#### **Minimum Limits of General Liability Policy**

\$2,500,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

#### **Automobile Liability**

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, its agents, representatives, employees, or subcontractors.

#### **Minimum Limits of Automobile Liability Policy**

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

#### **Workers' Compensation Liability**

Coverage shall be in accordance with the Workers' Compensation Act of Missouri (WCA) and in the amount of \$1,000,000 or the minimum amount required by the WCA, whichever is greater.

**APPENDIX C**

**Work Authorization**

STATE OF MISSOURI     )  
                                  ) SS:  
COUNTY OF CASS     )

**AFFIDAVIT**

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, as amended.

**KNOWINGLY:** A person acts knowingly or with knowledge:

(A) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(B) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

Ladellie Reese Jr.

*JP*

Company:

Town & Country P.S.P.S.A.

Address:

P.O. Box 10 HARRISONVILLE MO.

1. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Peculiar: Project # \_\_\_\_\_.
3. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4. Attached hereto is documentation affirming contractor's enrollment and participation in a federal work authorization program with the respect to the employees working in connection with the contracted services.

(COMPANY NAME:)

By: Lachelle Reese Jr  
Signature

Name: Lachelle Reese Jr

Title: President

Subscribed and sworn to before me this 2<sup>nd</sup> day of September, 2010.

Randy E. Knox Jr  
NOTARY PUBLIC

**RANDY E. KNOX JR  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
MY COMMISSION EXPIRES 9/17/2012  
COMMISSION # 08638798**

My Appointment Expires: 9/17/2012

*JR*

**RESOLUTION 2010-38**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TOWN & COUNTY DISPOSAL OF WESTERN MISSOURI TO PROVIDE SINGLE-HAULER SOLID WASTE AND RECYCLING SERVICES AS WELL AS SPECIAL PICK-UPS.**

**WHEREAS**, Chapters 70 and 260 of the Revised Statutes of Missouri permit, and §§255.030-255.050 of the Code of the City of Peculiar (City) require, the City to provide for collection of all residential solid waste by the City itself or through contracting with an entity as deemed to be in the best interests of the City; and

**WHEREAS**, in June 2010, the City issued a Request for Proposals for qualified persons/firms to provide single-hauler solid waste and recycling services as well as special pick-ups within the City; and

**WHEREAS**, on the basis of the above Request for Proposals, the Board of Aldermen has determined that it would be in the best interests of the City to undertake the collection to one solid waste collection company, Town & Country Disposal of Western Missouri (Town & Country); and

**WHEREAS**, both the Board of Aldermen and City Staff recommend Town & Country to perform this service for a three-year period from September 1, 2010 to August 31, 2013, renewable for three one-year terms beginning September 1, 2013.

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

**Section 1.** The Mayor is hereby directed and authorized to enter into a contract with Town & Country as outlined in the contract attached hereto as Exhibit A.

**Section 2.** The Mayor and the City Clerk are hereby authorized to execute said contract for and on behalf of the City of Peculiar.

**Section 3.** The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

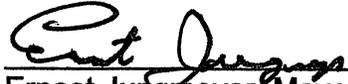
**Section 4.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and/or independent; such holding shall not affect the validity of the remaining portions thereof.

Upon a roll call, said Resolution was adopted on August 3, 2010 by the following vote:

Alderman Antonides	<u>Nay</u>	Alderman Fines	<u>Nay</u>
Alderman Bates	<u>Aye</u>	Alderman Stark	<u>Aye</u>
Alderman Dunsworth	<u>Aye</u>	Alderman Turner	<u>Aye</u>

APPROVED:

ATTEST:

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

  
\_\_\_\_\_  
Deadra S. Clay, City Clerk



**RESOLUTION 2014-29**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI STATING THE BOARD'S CONTINUED DESIRE TO UTILIZE TOWN & COUNTRY DISPOSAL FOR SOLID WASTE REMOVAL SERVICES THROUGH JULY 31<sup>ST</sup>, 2015.**

**WHEREAS**, the City of Peculiar entered into an agreement with Town & Country Disposal for Solid Waste Removal Services on August 3<sup>rd</sup>, 2010 ; and

**WHEREAS**, the initial period of the agreement was for 3 years ending July 31<sup>st</sup>, 2013; and

**WHEREAS**, the agreement automatically renews for an additional 3 one year terms unless cancelled by one or both parties; and

**WHEREAS**, there have been no major complaints about the service that is being provided by Town & Country Disposal;

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

**Section 1.** The Board of Aldermen agrees to retain Town & Country Disposal for Solid Waste Removal Services through July 31<sup>st</sup>, 2015.

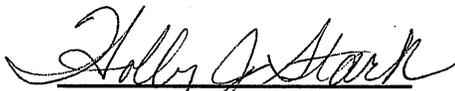
**Section 2. *Effective Date.*** This resolution shall become effective upon approval and passage by the Board of Aldermen.

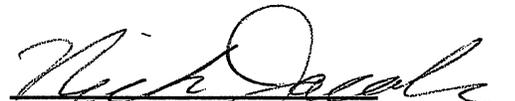
**THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS 5<sup>TH</sup> DAY OF MAY, 2014.**

Alderman Ford	AYE	Alderman Ray	AYE
Alderman McCrea	AYE	Alderman Roberts	ABSENT
Alderman Fines	AYE	Alderman Turner	AYE

**APPROVED:**

**ATTEST:**

  
Holly Stark, Mayor

  
Nick Jacobs, City Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Security First Insurance Agency 18660 Midwest Road Suite 300 Oakbrook Terrace IL 60181	CONTACT NAME: Jordan Murphy	
	PHONE (A/C, No, Ext): (630) 524-3090 FAX (A/C, No): (630) 524-3046 E-MAIL ADDRESS: jmurphy@securityfirsttia.com	
INSURED Town & Country Disposal of Western Missouri Inc. PO Box 10 Harrisonville MO 64701	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ace Property and Casualty Insurance	20699A
	INSURER B: Rockhill Insurance Company/HCC	28053C
	INSURER C: Continental Indemnity Company	28258
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 15-16 GL, AL, WC, XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P06757224	2/17/2015	2/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H08789496	2/17/2015	2/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	H15XC5041900 XS01249700	2/17/2015	2/17/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A WC728167-1	2/17/2015	2/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF PECULIAR MISSOURI 250 S MAIN ST. PECULIAR, MO 64078-9612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE G Van Denend/MURPHY

---

**From:** Matt Hammack  
**Sent:** Thursday, July 16, 2015 9:10 PM  
**To:** Brad Ratliff  
**Cc:** Janet Burlingame; Holly Stark; Kelsi McCrea; Jerry Ford; Patrick Roberts; Veronika Ray; Donald Turner  
**Subject:** Fuel tax issue

Brad,

Jerry Ford and I were fortunate tonight to attend a meeting of the "Citizens For Improved Roads" committee (CFIR). They have elected officers and are in the process of registering with the state, and setting up a website to propagate information about addressing concerns from those who oppose this issue. It was great to see a group come together for this cause.

With that being said, I feel it incumbent upon BOA to address their main concern before moving forward. That is: Will the BOA put this issue back on the ballot? Without question, while I am involved discussing topics with the people of Peculiar, this is one of their major complaints (road conditions).

I would like to have this placed on the agenda for the July 20th meeting of the BOA so that these citizens know they are not waisting their time and would also like to bring the BOA to a vote about placing this on the November Ballot.

As you know, this is an issue that I feel is vital to Peculiar's future. Now or never.

Thank you  
Alderman Hammack