

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Worksession Meeting and Public Hearing
City Hall – 250 S. Main St
Monday, June 6, 2016 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, June 6, 2016 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 Aldermen Statement
5. Unfinished Business –
 - A. Bill No. 2016-07 - AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE 211TH STREET COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.
2nd Reading
 - B. Bill No. 2016-08 – AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.051 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.
1st Reading
 - C. Bill No. 2016-09 - AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.070 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.
2nd Reading
6. New Business –
 - A. Resolution No. 2016-14 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, CONSENTING TO THE MAYOR’S INITIAL APPOINTMENTS TO THE BOARD OF DIRECTORS FOR THE 211TH STREET COMMUNITY IMPROVEMENT DISTRICT.
 - B. Resolution No. 2016-15 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF KRISTIN SMITH TO THE PLANNING COMMISSION.
 - C. Resolution No. 2016-16 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT CHANGE ORDER WITH SB WYATT CONSTRUCTION FOR INSTALLATION OF FOUR (4) CONCRETE APRONS IN MODOT ROW ALONG C HWY/MAIN STREET FOR THE CITY OF PECULIAR, MO.
7. Topic for Discussion –
 - A. Trash Service RFP
 - B. Building Permit Fees
 - C. Structure of the Park Board
 - D. Sludge Contract / Korn Hauling
8. Aldermen Directives
9. Adjournment

816-221-1000
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2405 GRAND BOULEVARD, SUITE 1100
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OTHER OFFICES:
ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

May 9, 2016

TO: City of Peculiar Board of Aldermen
FROM: David Bushek
RE: Summary of proposed 211th Street Community Improvement District

Formation Petition

- The CID formation process starts with a petition that is filed with the City Clerk which is signed by property owners collectively owning more than (1) fifty percent by assessed value of the real property and (2) fifty percent per capita of all owners of real property, within the boundaries of the proposed district.
- The Petition as filed with the City Clerk on April 25, 2016 was signed by a sufficient number of property owners according to the data sheet that is attached to this memorandum.
- If formation is approved by the Board, the District will be a separate political subdivision of the state and will not be a department of the City. However, the City will have control of the board of directors as discussed below.

Operations

- The District will be governed by a 5-member Board of Directors. Initial directors and successor directors will be appointed by the Mayor with the consent of the Board of Aldermen after the District has been formed.
- Two of the initial directors will serve for a term of four years and three of the initial directors shall serve for a term of two years, with the durations to be assigned according to the Mayor's initial appointments. Successors will serve four-year terms.
- Qualifications of a Director:
 - At least 18 years old
 - Resident of Missouri for at least one year prior to taking office
 - Business owner or property owner in the district, or a representative of a business owner or property owner in the district

- The intention is to have at least three of the five director seats permanently controlled by the City, with City staff or City elected officials appointed to the three City seats.
- The City owns property within District and is entitled to select one person to represent the City as a result of this property ownership. Two property owners have executed designation of property owner representative forms which have been recorded with the Cass County Recorder of Deeds and which permanently run with the land, and the City is entitled to select two additional persons (for a total of three of the five seats) as a result of these designations.

Funding

- The District will have two funding sources:
 - Sales tax imposed on retail sales
 - Special assessments
- The sales tax will fund any eligible district costs.
- Special assessments may be collected by the District for:
 - Road costs
 - Sewer and stormwater improvements
- An election must occur for the sales tax to be imposed. The election occurs after the District is formed. The qualified voters in the election will be residents of the CID area, if any are residing within the district when the election is called. If there are no residents, qualified voters will be property owners in the CID area. A majority of those casting ballots must approve the sales tax.
- The sales tax can be imposed in 1/8% increments, up to the maximum of 1%. The Board of Director will set the sales tax rate by resolution.
- A petition must be submitted to the District after formation to request imposition of the special assessments. This petition must be signed by a sufficient number of property owners – over 50% by assessed value and 50% by headcount in the District area. The petition must therefore be signed by an equivalent number of persons that signed the formation petition. The District will impose the assessments by resolution. The maximum rate of the assessments is set forth in the formation petition. The District can impose assessments up to the maximum rate.
- Any assessments will be imposed annually and billed with property taxes by the County.

Improvements and Services

- The District will have authority to fund public improvements: the interchange, connecting roads, regional sewer improvements, and a sewer lift station. The District can only fund public improvements that are physically located within the boundaries of the District, or can fund public services which are provided to the properties within the district. The district can also be used to reimburse third parties, including the City, for providing such improvements and services to the properties within the district.

- The District will have the authority to fund services that support business activity and economic development in the District, along with professional services that provide for routine operations of the District.
- The District will have the authority to fund sewer and stormwater services that benefit property within the District.
- The District revenues may be used to reimburse the City for costs incurred for the interchange and connecting road improvements.
- The Board of Directors will adopt an annual budget and prioritize District spending on an annual basis.

Other Items of Note

- The funding sources imposed by the District only apply within the boundaries of the District and do not apply to other parts of the City. Approving this petition does not authorize the funding sources throughout the entire City.
- The City may not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing such services to the District unless the services at the same time are decreased throughout the City.
- Establishing the District prior to significant levels of development allows the City to establish a uniform funding mechanism and control the use of revenues collected by the District.

Summary of Signature Pages for
211th Street Community Improvement District

CID Petition filed April 25, 2016

The CID Act states that a petition is proper if, based on the tax records of the county clerk as of the time of filing the petition with the City Clerk, it meets the following requirements:

1. It has been signed by property owners collectively owning **more than 50% by assessed value** of the real property within the proposed CID area; and
2. It has been signed by **more than 50% per capita** of all owners of real property within the proposed CID area.

<u>Assessed Value Signature Requirement</u>	
\$685,340	Assessed Value of All Property that Signed Petition
\$778,290	Total Assessed Value of All Property in CID
88.06%	Percent of Owners that Signed Petition, measured by Assessed Values
<u>Per Capita Signature Requirement</u>	
7	Number of Property Owners that Signed Petition
12	Number of Property Owners in CID
58.33%	Percent of Owners that Signed Petition, measured Per Capita
13	Number of Separate Parcels in CID

EXHIBIT LIST

211TH STREET COMMUNITY IMPROVEMENT DISTRICT

**CITY OF PECULIAR BOARD OF ALDERMEN PUBLIC HEARING
Hearing opened May 16, 2016**

1. Petition to Establish the 211TH Street Community Improvement District submitted to the City of Peculiar on April 25, 2016
2. Notice of Public Hearing sent to Property Owners on April 29, 2016 and certified return receipts
3. Proof of Notice of Public Hearing, published in *The Raymore Journal* on May 5, 2016
4. Proof of Notice of Public Hearing, published in *The Raymore Journal* on May 12, 2016
5. Memorandum from Gilmore & Bell dated May 9, 2016
6. Sunshine Law Notice of Board of Aldermen Meeting posted on May 10, 2016
7. Board of Aldermen packet for May 16, 2016 meeting

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE 211TH STREET COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an Ordinance establishing a community improvement district; and

WHEREAS, the City of Peculiar, Missouri (the “**City**”) is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, property owners within the proposed community improvement district have filed with the Peculiar City Clerk (the “**City Clerk**”) a petition for the establishment of a community improvement district pursuant to the CID Act (the “**Petition**”), entitled the Petition to Establish the 211th Street Community Improvement District (the “**District**”);

WHEREAS, the City Clerk verified that the petition substantially complies with the CID Act, submitted the verified Petition to the Board of Aldermen and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the District is entirely located within the City of Peculiar;

WHEREAS, on May 16, 2016, the Board of Aldermen held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the Board of Aldermen, the Board of Aldermen now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, who shall be appointed by the Mayor with the consent of the Board of Aldermen, and whose successors shall be appointed as provided in the Petition.

Section 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The life of the District shall be for a maximum of fifty (50) years following the effective date of this Ordinance, after which the District shall be terminated in accordance with the CID Act unless properly extended by law prior to that date.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

Section 9. Before the District shall be allowed to undertake any improvements within City-owned property or rights-of-way, the District must within six (6) months following the effective date of this Ordinance enter into a cooperative agreement with the City, upon terms mutually acceptable to the City and District which provides for notice to the City regarding District meetings, provides for periodic reporting to the City regarding District budgeting, funding and activities, and which facilitates communication with the City regarding District activities. City staff is authorized and directed to negotiate such cooperative agreement.

Section 10. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 11. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof. In the event that any part, section or subsection of this Ordinance is determined to be unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 12. This Ordinance will take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

First Reading: May 16, 2016

Second Reading: June 6, 2016

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS 6TH DAY OF JUNE, 2016, BY THE FOLLOWING VOTE:

Aldermen Dunsworth
Aldermen Ford
Aldermen Hammack

Aldermen Harlan
Aldermen Ray
Aldermen Roberts

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

Acting City Clerk Verification of 211th Street Community Improvement District Petition

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), the Acting City Clerk of the City of Peculiar, Missouri, states the following:

1. The Petition to form the 211th Street Community Improvement District was filed with the Acting City Clerk on April 25, 2016.
2. I have reviewed the petition and have determined on April 27, 2016, which does not exceed ninety days after receipt of the Petition, that the Petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.
3. On April 27, 2016, I delivered the petition to the Board of Aldermen by placing an informational item on the May 2, 2016 Board of Aldermen agenda.



Date 4/27/16


Acting City Clerk
City of Peculiar, Missouri

City Administrator
Brad Ratliff

City Clerk
Janei Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prichetti



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

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

April 25, 2016

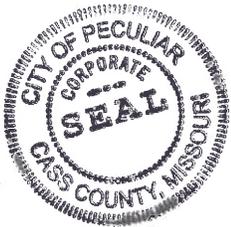
Re: Petition to Establish the 211th Street Community Improvement District

Let it be known that on the date listed above Gary Mallory came forth and presented a Petition to Establish the 211th Street Community Improvement District.

This document has been received and is now on file with the office of the City Clerk and the City Seal placed upon it.


Nick Jacobs, Acting City Clerk

4/25/16
Date



**PETITION TO ESTABLISH THE 211TH STREET
COMMUNITY IMPROVEMENT DISTRICT**

SUBMITTED TO THE CITY OF PECULIAR, MISSOURI

April 25th, 2016



**PETITION TO ESTABLISH THE 211TH STREET
COMMUNITY IMPROVEMENT DISTRICT**

To the Board of Aldermen of the City of Peculiar, Cass County, Missouri (the “City”):

The undersigned, collectively representing:

- (1) the owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the hereinafter described community improvement district, and
- (2) more than fifty percent per capita of all owners of real property within the boundaries of the hereinafter described community improvement district,

do hereby petition and request that the Board of Aldermen of the City (the “**Board of Aldermen**”) establish a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the “**CID Act**”).

- A. Proposed District Name. The name for the proposed community improvement district (the “**District**”) is:

211th Street Community Improvement District

- B. Legal Description and Map. A legal description and map of the District are attached hereto as Exhibit A. The proposed district is located entirely within the corporate boundaries of the City.
- C. Total Assessed Value. The total assessed value of all real property in the District is set forth in Exhibit B. The attached Exhibit B was prepared based on data available from Cass County, Missouri, as of the time of execution of this Petition by the Petitioners. This is the best available data at the time this Petition is signed by the Petitioners. The City is authorized by the CID Act to process, consider and approve this Petition based on information gathered from the County.
- D. Five Year Plan. A five-year plan stating a description of the purposes of the District, the improvements it will make, the services it will perform, and an estimate of the costs to be incurred for the improvements and services is attached hereto as Exhibit C.
- E. Establishment as Political Subdivision. The District will be established as a political subdivision under the CID Act. The District shall comply with all state statutory requirements of a political subdivision including, but not limited to: (1) State of Missouri open meeting and records law; (2) procurement and public improvement contracting laws, including prevailing wage requirements; and (3) annual budgeting requirements.
- F. Appointment of Directors. The District will be governed by a Board of Directors, which will consist of five members. The initial Board of Directors shall be appointed by the Mayor with the consent of the Board of Aldermen. Two of the initial directors shall serve for an initial term of four years and the remaining three initial directors shall serve for a term of two years, in accordance with the appointments made by the Mayor. Successor directors shall be appointed by the Mayor with the consent of the Board of Aldermen and shall serve for a term of four years.
- G. No Blighted Area Determination. The undersigned does not seek a determination that the District is blighted under the CID Act.

- H. Term of Existence. The proposed maximum length of time for the existence of the District is fifty (50) years from the date of the ordinance approving this Petition.
- I. Sales Tax. Qualified voters of the CID will be asked to approve a sales tax to be imposed in the maximum amount of one percent (1%) (“**District Sales Tax**”), in accordance with the CID Act, to assist in the funding of public improvements and services for District. Additional details about the District Sales Tax are set forth in the Five Year Plan attached as Exhibit C.
- J. Real Estate Tax and Business License Tax. Petitioners will not seek to submit to qualified voters any proposition for approval of a real property tax levy or business license taxes.
- K. Special Assessments. Pursuant to Section 67.1521 of the CID Act, following the submission of one or more petitions by the owners of real property which meets the signature requirements as required by the CID Act, the District may by resolution impose the following special assessments on real property within the District.
- (1) Sewer and Stormwater Special Assessments – The District shall be authorized to levy special assessments against real property benefitted within the District for the purpose of providing revenue for sewer and stormwater improvements and services in the District (the “**Sewer and Stormwater Special Assessments**”). The Sewer and Stormwater Special Assessments may be levied per acre of property against each tract, lot or parcel of real property within the District which receives special benefit as a result of such service in relation to the benefit conferred upon such property. The following method, conditions and restrictions shall apply to the Sewer and Stormwater Special Assessments:
- (a) The Sewer and Stormwater Special Assessments shall only be assessed upon real property that is developed after the date that this Petition is approved by ordinance. The method of assessment shall be per acre of property for each benefitted lot, tract or parcel which is subject to the assessments. The Sewer and Stormwater Special Assessments shall be allocated among the benefitted property per acre of real property in an amount not to exceed \$90,000 per acre.
- (b) The District may establish different classes of real property within the District for the purpose of imposing the Sewer and Stormwater Special Assessments.
- (c) The Sewer and Stormwater Special Assessments shall not apply to real property that is exempt from taxation pursuant to Section 137.100(5), RSMo, which is real property actually and regularly used exclusively for religious, educational or charitable purposes.
- (d) The Sewer and Stormwater Special Assessments shall not apply to any real property that is occupied by a retail or non-retail business establishment that is open and operating on the date that this Petition is filed with the City, or that is open and operating on the date that the applicable special assessment petition is filed with the District board of directors. This exception shall only apply to the real property which contains the foundation of the structure that is open and operating on the applicable date.
- (e) The assessments may be applied to a lot, tract or parcel that is redeveloped, rehabilitated or remodeled and the cost of such redevelopment, rehabilitation or

remodeling exceeds 50% of the original assessed value of the improvements on the property as determined by the County valuation of the property.

- (f) Annual Growth Factor: The maximum amount of the Sewer and Stormwater Special Assessment shall be adjusted for inflation each year by applying the then-current Consumer Price index for All Urban Consumers – All Items (the “**CPI-U**”) maintained by the United States Bureau of Labor Statistics against the CPI-U for the year in which this Petition is approved by ordinance.
- (2) Road Special Assessments – The District shall be authorized to levy special assessments against real property benefitted within the District for the purpose of providing revenue for road improvements in the District (the “**Road Special Assessments**”). The Road Special Assessments may be levied against each tract, lot or parcel of real property within the District which receives special benefit as a result of such service and/or projects. Such authorization to levy the Road Special Assessments shall expire when such road improvements are fully funded or the appropriate party is fully reimbursed. The following method, conditions and restrictions shall apply to the sewer special assessments:
- (a) This assessment shall be imposed upon property that is developed for non-retail commercial business uses. For the purpose of such assessments, “**non-retail commercial business use**” means that the primary commercial use of the property does not produce or result in taxable sales, although the uses of the property may produce incidental taxable sales. The method of assessment shall be the assessed value of real property as determined by the County Assessor for each benefitted lot, tract or parcel which is subject to the assessments. The maximum rate of the special assessments for each lot, tract or parcel that is subject to such assessments shall not result in annual assessments which exceed 150% of the real property taxes collected from such property as a result of the City’s real property tax levy for such calendar year.
 - (b) The District may establish different classes of real property within the District for purposes of imposing the special assessments. The special assessments may be imposed upon all taxable real property within the District, as authorized through the applicable special assessment petition.
 - (c) The Road Special Assessments shall not apply to real property that is exempt from taxation pursuant to Section 137.100(5), RSMo, which is real property actually and regularly used exclusively for religious, educational or charitable purposes.
 - (d) The assessments will not apply to any property that is occupied by a non-retail commercial business use that is open and operating on the date that this petition is filed with the City, or that is open and operating on the date that the applicable special assessment petition is filed with the District board of directors. This exception shall only apply to the real property which contains the footprint of the structure that is open and operating on the applicable date.
 - (e) The assessments may be applied to a lot, tract or parcel that is redeveloped, rehabilitated or remodeled and the cost of such redevelopment, rehabilitation or remodeling exceeds 50% of the original assessed value of the improvements on the property as determined by the County valuation of the property.

- L. Borrowing Capacity Limitation. Petitioners do not request any borrowing capacity limitations for the District.
- M. No Revenue Limitations. Petitioners do not seek limitations on the revenue generation of the District.
- N. Power and Authority Limitations. The Petitioners do not seek any limitations on the powers of the District.
- O. Petitioner Withdrawal Right Notice. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
211TH STREET COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Gary L. and Brenda J. Dean
Owner's telephone number: 816-810-1494
Owner's mailing address: 911 South Prairie Lane
Raymore, Missouri 64083

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____
State basis of legal authority to sign: Signer is the _____ of the Owner and has been authorized by the Owner to sign the Petition.
Signer's telephone number: _____
Signer's mailing address: _____

Owner is an individual:	<input type="checkbox"/> Single	<input checked="" type="checkbox"/> Married
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Map and parcel numbers: 07020900000002000 Assessed value: \$4,790.00
07021000000002400 Assessed value: \$990.00

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above, and also acknowledges that the signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

Date: 1/14/16 Signature: Gary L. Dean

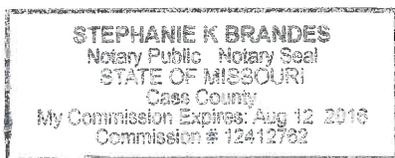
Date: 1-14-2016 Signature: Brenda J. Dean

STATE OF MISSOURI)
COUNTY OF Cass)

ss.

Before me personally appeared Gary L. Dean and Brenda J. Dean to me personally known to be the individuals described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 14 day of January, 2016



Stephanie K Brandes
Notary Public

SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
211TH STREET COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Optimum Investments, L.L.C.
Owner's telephone number: (816) 863-7977
Owner's mailing address: 3116 W. 117th Street
Leawood, Kansas 66211

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: John R. Campbell, Jr. John R. Campbell, Jr.
State basis of legal authority to sign: Signer is the managing member of the Owner and has been authorized by the Owner to sign the Petition.
Signer's telephone number: (816) 863-7977
Signer's mailing address: 11150 Overbrook Suite 350
Leawood, KS 66211

Owner is a limited liability company organized and existing under the laws of the State of Missouri.

Map and parcel numbers: 07020900000004000 Assessed value: \$16,870.00

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above, and also acknowledges that the signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

Date: 11/11/15 Signature: John R. Campbell, Jr.

Kansas)
STATE OF MISSOURI)
COUNTY OF Johnson)

ss.

Before me personally appeared John R. Campbell, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 11th day of November, 2015.

Maggie M. Keeler
Notary Public



**SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
211TH STREET COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: Joe Effertz Bros Inc Farms LLC
 Owner's telephone number: 913-208-7429
 Owner's mailing address: 16401 Holmes Road
Belton, Missouri 64012-9741

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Joe Effertz Jr.
 State basis of legal authority to sign: Signer is the authorized signer of the Owner and has been authorized by the Owner to sign this Petition.
 Signer's telephone number: 913-208-7429
 Signer's mailing address: P.O. Box 26213
Overland Park, Ks 66225

Owner is an individual:	<input type="checkbox"/> Single	<input type="checkbox"/> Married
If owner is not an individual, state what type of entity:	<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Urban Redevelopment Corp.
	<input type="checkbox"/> Not-for-profit Corporation	<input type="checkbox"/> Other _____

Map and parcel numbers: 07030500000003000 Assessed value: \$7,150.00

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above, and also acknowledges that the signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

Date: 11-11-15 Signature:

STATE OF MISSOURI)
)
 COUNTY OF Cass) ss.

Before me personally appeared Joe Effertz Jr, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 11th day of November, 2015.

GARY L. MALLORY
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Cass County
 My Commission Expires Jan. 19, 2019
 Commission # 14398147

Notary Public

SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
211TH STREET COMMUNITY IMPROVEMENT DISTRICT

Name of owner: City of Peculiar, Missouri
Owner's telephone number: (816) 779-5212
Owner's mailing address: P.O. Box 267
Peculiar, Missouri 64078

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Brad Ratliff
State basis of legal authority to sign: Signer is the authorized signer of the Owner and has been authorized by the Owner to sign the Petition.
Signer's telephone number: 816-779-5212
Signer's mailing address: P.O. Box 267
Peculiar, Mo. 64078

Owner is a fourth-class city and political subdivision organized and existing under the laws of the State of Missouri.

Map and parcel numbers: 07030500000003001 Assessed value: \$15,310

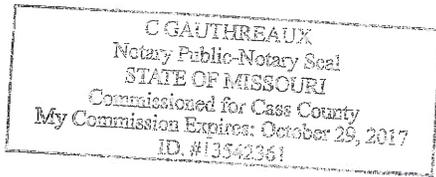
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above, and also acknowledges that the signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

Date: 11/4/15 Signature: [Handwritten Signature]

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Before me personally appeared Brad Ratliff, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 4th day of November, 2015.



[Handwritten Signature]
Notary Public

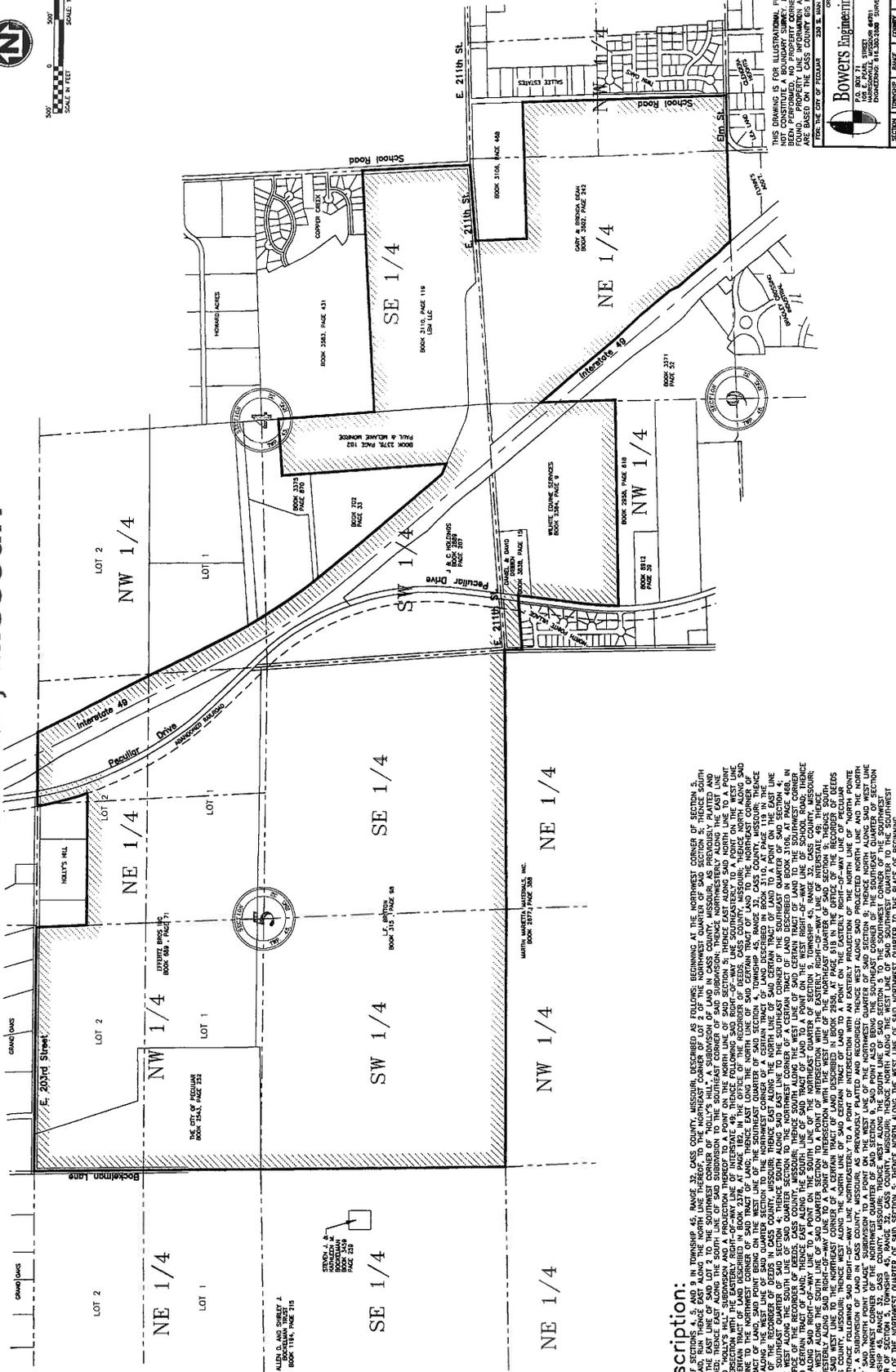
EXHIBIT A

DISTRICT LEGAL DESCRIPTION AND MAP OF THE DISTRICT

PART OF SECTIONS 4, 5, AND 9 IN TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 5, AFORESAID, RUN THENCE EAST ALONG THE NORTH LINE THEREOF, TO THE NORTHEAST CORNER OF LOT 2 OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF "HOLLY'S HILL", A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID "HOLLY'S HILL" SUBDIVISION AND A PROJECTION THEREOF TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE EAST ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 49; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF A CERTAIN TRACT OF LAND DESCRIBED IN BOOK 2378, AT PAGE 182, IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE EAST LONG THE NORTH LINE OF SAID CERTAIN TRACT OF LAND TO THE NORTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE NORTHWEST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN BOOK 3110, AT PAGE 119 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF SAID CERTAIN TRACT OF LAND TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE NORTHWEST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN BOOK 3106, AT PAGE 468, IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID CERTAIN TRACT OF LAND TO THE SOUTHWEST CORNER OF SAID CERTAIN TRACT OF LAND; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SCHOOL ROAD; THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 49; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN BOOK 2958, AT PAGE 618 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI; THENCE WEST ALONG THE NORTH LINE OF SAID CERTAIN TRACT OF LAND TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECULIAR DRIVE; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE NORTHEASTERLY TO A POINT OF INTERSECTION WITH AN EASTERLY PROJECTION OF THE NORTH LINE OF "NORTH POINTE VILLAGE", A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE WEST ALONG SAID PROJECTED NORTH LINE AND THE NORTH LINE OF SAID "NORTH POINT VILLAGE" SUBDIVISION TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID

SECTION 9; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 5 TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE PLACE OF BEGINNING.

211th Street Community Improvement District (CID) Peculiar, Missouri



Description:
 THIS DRAWING IS FOR ILLUSTRATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO PROPERTY CORNERS WERE SET OR BEING SET. THE PROPERTY CORNERS WERE SET OR ARE TO BE SET ON THE BASIS OF THE RECORDING OF THIS PLAT. THE PROPERTY CORNERS WERE SET OR ARE TO BE SET ON THE BASIS OF THE RECORDING OF THIS PLAT.

ORDERED BY THE CITY MANAGER
 FROM THE CITY OF PECULIAR 228 S. MAIN STREET, PECULIAR, MO. 64078

Bowers Engineering & Surveying, Inc.
 P.O. BOX 71
 WASHINGTON, MISSOURI 64785
 PHONE: (816) 336-5500 FAX: (816) 336-4851

SECTION	TOWNSHIP	RANGE	COUNTY	DATE	JOB NO.
4	33	45	JEFFERSON	2/2/14	2132-16
4	33	45	JEFFERSON	2/2/14	2132-16
4	33	45	JEFFERSON	2/2/14	2132-16

EXHIBIT B

ASSESSED VALUE SUMMARY

	<u>Parcel Tax ID Number</u>	<u>Owner Name</u>	<u>Assessed Value</u>	<u>Acreage</u>
1	07030500000004000	L.F. Britton and Ruth Britton	26,550	326.00
2	07030500000003001	City of Peculiar, Missouri	15,310	54.60
3	07020900000002000	Gary L. and Brenda J. Dean	4,790	113.40
4	070210000000024000	Gary L. and Brenda J. Dean	990	31.40
5	07020900000003000	Daniel A. and Donna M. Dibben	5,210	3.11
6	07030500000003000	Effertz Bros Inc.	7,150	203.50
7	07020400000008000	Herbert G. Houchen, Trustee of the Herbert G. Houchen Revocable Trust Agreement dated November 4, 2005	21,220	25.80
8	07020400000009000	J & C Holdings LLC	439,720	17.88
9	070204000000010000	LBM, LLC	3,210	62.91
10	07020900000003001	Missouri Highway and Transportation Department	62,190	2.30
11	07020400000006000	Paul D. and Melanie M. Monroe	1,120	29.42
12	07020900000004000	Optimum Investments, L.L.C.	16,870	2.59
13	07020900000003002	Wilhite Equine Services, L.L.C.	<u>173,960</u>	<u>43.28</u>
			\$778,290	916.19

Notes:

Assessed values and owner names on this list are based on Cass County Assessor data.
There are 13 parcels and 12 separate property owners or groups of owners within the CID area.
All parcels are listed in alphabetical order by name of owner.

EXHIBIT C

211TH STREET COMMUNITY IMPROVEMENT DISTRICT

FIVE YEAR PLAN

Introduction

The 211th Street Community Improvement District (the “**District**”) is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “**CID Act**”). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the services it will provide, the improvements it will make and an estimate of the costs of the services and improvements to be incurred. This Five Year Plan (the “**Plan**”) is designed to comply with this statutory requirement, and is appended to the Petition to Establish the District.

Section 1 District Purposes

The District is proposed to fund or assist in the funding of public improvements within the District and the provision of services. The District may impose a sales tax and special assessments, the revenues of which will be used to pay for the public improvements and services, or to repay any obligations that are issued for that purpose, or to reimburse the appropriate entity that funds such public improvements and services.

Section 2 Summary of the District

The District is an entity that is separate from the City and is a separate political subdivision of the State of Missouri. The District is formed by the adoption of an ordinance by the Board of Aldermen following a public hearing before the Board of Aldermen regarding formation of the District. The District is governed by a five-member Board of Directors. The revenues generated by the District will be used for the benefit of the properties within the District. The District’s budgets and policies will be refined annually by the District Board of Directors, within any limitations set forth in the Petition. The District will operate in accordance with the Bylaws of the District.

Section 3 District Plan

This Plan is proposed to improve and convey special benefits to properties located within the boundaries of the District by providing funding for public improvements and services that serve the District. This Plan shall serve as the plan of the District for funding public improvements and services.

Location:

The District is in the vicinity of 211th Street and I-49 in the City of Peculiar. The District will cover approximately 916 acres of land.

Assessed Value of District:

The total assessed value of all properties within the District on the date of the Petition is \$778,290.

Governance:

The District will be governed by a five-member Board of Directors. No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted in the Act. The names and terms of the initial Directors will be as appointed by the Mayor of Peculiar with the advice and consent of the Board of Aldermen. The successor Directors will be appointed by the Mayor with the advice and consent of the Board of Aldermen. In the event of a vacancy on the Board of Directors, the remaining Directors shall elect an interim director to fill the vacancy for the remainder of the unexpired term.

Public Improvements:

The District will assist in the funding of the construction of certain public improvements (the “**Public Improvements**”). A description and the estimated cost of the Public Improvements is provided in **Exhibit 1** of this Plan. The sewer improvements listed in **Exhibit 1** may be funded through the Sewer Special Assessments, and incorporated into the special assessments that may be charged to properties in the District that are benefitted by sewer service.

Services:

The District may fund services (the “**Services**”) that support business activity and economic development in the district including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses, and sewer and stormwater services. The Services will include professional services that provide for the routine and necessary operations and administration of the District. A description and the estimated annual cost of the Services is provided in **Exhibit 1** of this Plan.

Funding Methods:

Sales Tax –

It is intended that the District will impose a sales tax at a rate not to exceed one percent (1.0%) on all retail sales made in the District which are subject to taxation pursuant to sections 144.010 to 144.525 of the Revised Statutes of Missouri, except the sale of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services, all as allowed by Sections 67.1461 and 67.1545 of the Revised Statutes of Missouri (the “**District Sales Tax**”). The District Sales Tax must be approved by the qualified voters of the District at an election conducted by the County Election Authority.

Special Assessments –

Pursuant to Section 67.1521 of the CID Act, the owners of real property within the District may also petition the District to impose a special assessments on real property within the District (the “**Special Assessments**”). The District may impose Special Assessments to provide sewer and stormwater services and to fund road improvements within the District, in accordance with the limitations established in the Petition for formation of the District and the respective special assessment petitions that are

submitted to the District. Following the receipt of such petitions, the District may impose such Special Assessments by resolution.

The revenue collected from the Special Assessments and the District Sales Tax will be used to fund the applicable Services and the operation and administration costs of the District.

Costs:

The total estimated cost of the Public Improvements and the Services and the estimated annual cost of administering and operating the District is set forth in **Exhibit 1** to this Plan.

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The District will operate for a maximum term of 50 years from the date of the ordinance that approves the Petition. The petition process must be repeated for the CID to continue beyond this time period. No plan for distribution of assets on dissolution may be approved unless the title to assets of the District are to be owned by the State of Missouri or a political subdivision of the State of Missouri.

Plan Updates:

This Plan may be updated on an annual or other regular basis by the District Board of Directors. The District will prepare and adopt an annual budget in accordance with the CID Act and applicable Missouri law which will establish the actual annual funding of all Public Improvements and Services.

EXHIBIT 1 to Five Year Plan

Estimated Costs of District Public Improvements and Services

IMPROVEMENTS¹	ESTIMATED COSTS
I-49 & 211th Street Interchange	\$12,290,000
Connecting Road Improvements	
211th Street from East Outer Road to School Road	\$1,780,000
School Road from 203rd Street to 211th Street	\$2,155,000
School Road from J Highway to 211th Street overlay	\$250,000
211th Street from Peculiar Drive to Harper Rd	\$2,806,000
211th Street from Route J to School Rd	\$4,255,000
Relocated Harper Rd at 211th Street	\$1,061,000
211 th Street from Harper Rd to Mullen Rd	\$14,742,000
211 th Street from Mullen Rd to Route Y	\$4,134,000
203 rd Street from Peculiar Dr. to Mullen Rd	\$8,370,000
203 rd Street from Mullen Rd to Route Y	\$4,388,000
Route Y from 203 rd St to Route YY Asphalt Overlay	\$77,000
Peculiar Dr from 203 rd St to Route YY Asphalt Overlay	\$112,000
Knight Road from Route YY to 203rd Street	\$6,953,000
Harper Rd from E. 227 th Street to Peculiar Dr.	\$2,800,000
N.E Outer Road from E. Outer Rd/211 th St to north end	\$300,000
School Rd relocation @ Route J (Casey's)	\$1,800,000
Lift Station and Wastewater Treatment Plant	\$1,815,000
School Road sidewalk for Pay-Pec School Campus	\$75,000
Stormwater Detention Basin, School Rd & Elm Street	\$600,000
IMPROVEMENTS TOTAL	\$70,763,000
<hr/>	
DISTRICT SUPPORT²	
Services to support business activity and economic development	\$150,000
<hr/>	
SERVICES³	ESTIMATED ANNUAL COSTS
Administration & Operating Costs	\$5,000
Insurance	\$2,000
SERVICES TOTAL	\$7,000

Notes for Estimated Costs:

1. The amounts listed above for Improvements is a statement of the total potential cost of improvements, and is not intended to be a statement of the full cost of the improvements to be funded by the District or the amount to be funded by the District during the first five years of the District.
2. The amount listed above for District Support is a projection of the total cost to implement a program of services to support and encourage business activity and economic development within the District. This cost may be incurred during the initial five years of the District based on the level of business development that occurs after completion of the interchange construction. Otherwise, such cost is expected to be incurred in a future year.
3. The amounts listed above for services is a projection of the annual cost of services during the first few years of the District, and not the total cost of all services to be funded during the life of the District.

BILL NO. 2016-07
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE 211TH STREET COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an Ordinance establishing a community improvement district; and

WHEREAS, the City of Peculiar, Missouri (the “**City**”) is a ~~charter~~fourth class city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, property owners within the proposed community improvement district have filed with the Peculiar City Clerk (the “**City Clerk**”) a petition for the establishment of a community improvement district pursuant to the CID Act (the “**Petition**”), entitled the Petition to Establish the 211th Street Community Improvement District (the “**District**”);

WHEREAS, the City Clerk verified that the petition substantially complies with the CID Act, submitted the verified Petition to the Board of Aldermen and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the District is entirely located within the City of Peculiar;

WHEREAS, on May 16, 2016, the Board of Aldermen held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the Board of Aldermen, the Board of Aldermen now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, who shall be appointed by the Mayor with the consent of the Board of Aldermen, and whose successors shall be appointed as provided in the Petition.

Section 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The life of the District shall be for a maximum of fifty (50) years following the effective date of this Ordinance, after which the District shall be terminated in accordance with the CID Act unless properly extended by law prior to that date.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

Section 9. Before the District shall be allowed to undertake any improvements within City-owned property or rights-of-way, the District must within six (6) months following the effective date of this Ordinance enter into a cooperative agreement with the City, upon terms mutually acceptable to the City and District which provides for notice to the City regarding District meetings, provides for periodic reporting to the City regarding District budgeting, funding and activities, and which facilitates communication with the City regarding District activities. City staff is authorized and directed to negotiate such cooperative agreement.

Section 10. Before the District shall fund any improvements, the District Board of Directors shall amend the District Five Year Plan to show that the line-item in Exhibit 1 to the Five Year Plan for "Stormwater Detention Basin, School Rd & Elm Street – \$600,000" shall be revised to the amount of \$3,850,000. This requirement shall also be included in the cooperative agreement between the City and the District.

Section 11. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 112. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof. In the event that any part, section or subsection of this Ordinance is determined to be unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 1213. This Ordinance will take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

First Reading: May 16, 2016

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS _____ DAY OF _____, 2016, BY THE FOLLOWING VOTE:

Aldermen Dunsworth
Aldermen Ford
Aldermen Hammack

Aldermen Harlan
Aldermen Ray
Aldermen Roberts

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

BILL NO. 2016-07
ORDINANCE NO. _____

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Section 11. City staff, the City’s special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

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First Reading: May 16, 2016

Second Reading: _____

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Aldermen Dunsworth
Aldermen Ford
Aldermen Hammack

Aldermen Harlan
Aldermen Ray
Aldermen Roberts

APPROVED:

ATTEST:

Holly Stark, Mayor

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: Board of Alderman
From: Brad Ratliff
Date: June 2, 2016
Re: Code of Ethics and Rules of Order

GENERAL INFORMATION

Applicant: City Administrator
Status of Applicant: Employee of City of Peculiar
Requested Actions: Establish Code of Ethics and Rules of Order for City
Date of Application: 05/16/16
Purpose: Elected Body and Staff Ethics and Rules of Order

PROPOSAL

This has been discussed in the past and the Mayor has stated to bring it before the BOA. Multiple Cities have a Code of Ethic to show to the public they will operate in that manner. The purpose to exhibit that not only will we meet the law but we will hold ourselves to a higher ethic as well.

The parliamentary Rosenberg's Rules of Order is a nice abbreviated version of Roberts Rules that was adopted by MML. If you recall from when Gary Markinson was here for training, he stated the Ethics and Rosenberg's Rules really needed to be adopted by Peculiar.

PREVIOUS ACTIONS

- Presented last to the BOA in 2013
 - At the BOA Meeting May 16, 2016 Mayor Stark agreed to table this issue to receive other options from the BOA. As of the deadline May 31, 2016 at 5:00 p.m. no other options were received.
-

KEY ISSUES

- There is nothing controversial in this policy
-

STAFF COMMENTS AND SUGGESTIONS

We as staff want to hold ourselves to a high ethic to the public.

STAFF RECOMMENDATION

Staff recommends approval...

ATTACHMENTS

- Ordinance Approve the policy
 - Ext. A outlining the policy
-

STAFF CONTACT:

bratliff@cityofpeculiar.org

**ROSENBERG’S RULES OF ORDER: SIMPLE PARLIAMENTARY
PROCEDURES FOR THE 21ST CENTURY**

by Dave Rosenberg

“Rosenberg’s Rules of Order” are supported by the following four principles:

1. Rules should establish order. The first purpose of the rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. Rules should be user-friendly. That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does not mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format For An Agenda Item Discussion

The meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body, a staff person or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak on the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeal it;
2. The chair can repeat the motion; or

3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the vote should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Motions In General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."
2. Suggesting a motion to the members: "A motion would be in order that ..."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

These three motions are the most common:

1. The basic motion. The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. The motion to amend. If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed. A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way. A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it. The decision as to whether a motion is really a motion to amend or substitute motion is left to the chair. So, if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair’s designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the first vote should be on the last motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fund-raiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passes, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions.

On the other hand, if the substitute motion (the third motion) failed, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend. The

discussion and debate would focus strictly on the amendment (should the committee be 5 or 10 members). If the motion to amend passed, the chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate Or Not To Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chairperson (chair) that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess.

Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or, the motion may contain no specific time for the return of the item, in which case a

motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question," or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority And Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

Almost all motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion To Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy And Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, be free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “Let’s return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy.

BILL NO. 2016-08

ORDINANCE NO. _____

AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.051 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI.

WHEREAS, the Board of Aldermen desire to adopt a parliamentary procedure process to facilitate the adoption of ordinances and other business items that come before the Board; and

WHEREAS, a procedure known as Rosenberg’s Rules of Order have been adopted by units of Government not only in Missouri but in a multitude of other states; and

WHEREAS, adoption of Rosenberg’s Rules will establish a framework for the orderly conduct of meetings, increase the participation of individual aldermen and facilitate decision making.

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

1. The parliamentary Rosenberg’s Rules of Order attached hereto as Exhibit A be adopted by the Board of Aldermen as Section 100.051 of Chapter Ten, Article V of the Code of City Ordinances.
2. The effective date of this ordinance shall be _____, 2016.

First Reading: _____

Second Reading: _____

Alderman Hammack _____
Alderman Ray _____
Alderman Ford _____

Alderman Roberts _____
Alderman Harlan _____
Alderman Dunsworth _____

APPROVED:

ATTEST:

Holly Stark, Mayor

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
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: June 2, 2016
Re: Code of Ethics and Rules of Order

GENERAL INFORMATION

Applicant: City Administrator
Status of Applicant: Employee of City of Peculiar
Requested Actions: Establish Code of Ethics and Rules of Order for City
Date of Application: 05/16/16
Purpose: Elected Body and Staff Ethics and Rules of Order

PROPOSAL

This has been discussed in the past and the Mayor has stated to bring it before the BOA. Multiple Cities have a Code of Ethic to show to the public they will operate in that manner. The purpose to exhibit that not only will we meet the law but we will hold ourselves to a higher ethic as well.

The parliamentary Rosenberg's Rules of Order is a nice abbreviated version of Roberts Rules that was adopted by MML. If you recall from when Gary Markinson was here for training, he stated the Ethics and Rosenberg's Rules really needed to be adopted by Peculiar.

PREVIOUS ACTIONS

- Presented last to the BOA in 2013
-

KEY ISSUES

- There is nothing controversial in this policy
-

STAFF COMMENTS AND SUGGESTIONS

We as staff want to hold ourselves to a high ethic to the public.

STAFF RECOMMENDATION

Staff recommends approval...

ATTACHMENTS

- Ordinance Approve the policy
 - Ext. A outlining the policy
-

STAFF CONTACT: bratliff@cityofpeculiar.org

CITY OF PECULIAR, MISSOURI
CODE OF ETHICS

Section 1: Introduction

Excellence in performance by Board of Alderman members, City of Peculiar employees, and other appointed board members is the best way to achieve our common goal of ensuring quality of life in Peculiar. To be most effective, the efforts of all must be integrated. A special obligation of the City Board of Alderman is to set a leadership example to promote cooperation. The public expects the best communication, planning, and decision-making possible from its representatives and employees. The Board of Alderman must strive for high standards of behavior and performance to benefit all Peculiar residents. Adherence to the following set of principles will ensure effective guidance and operation of this Board of Alderman and will accentuate a positive, open, and productive environment for all.

Section 2: Board of Aldermen's Conduct with One Another

A. General Roles of Board of Aldermen Members: All Members of the Board of the Aldermen have equal votes. No Board Member has more power than any other Board Member and all should be treated with equal respect.

B. General Responsibilities of Board of Alderman Members: Each Board member is accountable to the Board of Alderman for his/her actions. Each Board of Alderman Member will keep an open and receptive mind toward the views and opinions of others. Should concerns about another Board of Alderman Member arise, the person with the concern will share privately his/her view with the other individual on a one-to-one basis before making it a public issue. When a Board of Alderman Member has an idea on how the Board of Alderman can work more effectively, the person is encouraged to present the idea to the Board of Alderman.

C. Specific Responsibilities of Board of Aldermen Members: At minimum, all Board Members should:

- a. Demonstrate honesty and integrity in every action and statement.
- b. Review Board procedures, including but not limited to this Code of Ethics, at least annually.
- c. Represent the City at ceremonial functions at the request of the Mayor.
- d. Respect the proper roles of elected officials and City Staff Members in ensuring open and effective government.
- e. Provide contact information to the City Administrator in case an emergent or urgent situation arises while the Board Member is out of town.

D. Specific Responsibilities of Board of Aldermen Members at Meetings:

- a. Use formal titles: the Board Members should refer to one another formally during Board meetings as Mayor or Alderman [last name].
- b. Practice civility and decorum in discussions and debate.

- c. Be respectful of diverse opinions, as difficult questions, tough challenges to a particular point of view, and criticism of ideas and/or information are legitimate elements of a free democracy in action.
- d. Honor the role of the Mayor in maintaining order and equity.
- e. Respect the Chair's efforts to focus discussion on current agenda items. Objections to the Chair's actions should be voiced politely and with reason, following the parliamentary procedures.
- f. Prepare in advance of Board meetings and be familiar with issues on the agenda; submit questions on agenda items ahead of the meeting to enable better responses by City Staff Members
- g. Stay focused and act efficiently during public meeting.
- h. Do not politicize procedural issues (e.g. approval of minutes or order of agenda) for strategic purposes.
- i. Be courteous and respectful to staff. There should not be an effort to embarrass or demean staff in a public forum.

E. Meeting Agendas: Board of Alderman meeting agendas will be open and publicized. Agenda items are to be turned into the City Clerk by 5:00 p.m. on the Tuesday prior to the regularly-scheduled Monday meeting to allow the Mayor to review and approve. Surprises at meetings from the Board of Alderman members or staff can be unwelcome and counterproductive. Information upon which decisions are to be made must be communicated to all Board of Alderman members equally and prior to decision-making meetings to enable free discussion.

F. Procedures of Board Meetings: Rosenberg's Rules of Order, the simple parliamentary procedures for the 21st century as endorsed by the Missouri Municipal League, shall be followed as the procedures of the meetings. (*refer to the attached outline of parliamentary procedures*)

Section 3: Board of Alderman's Conduct with the Public

A. Communication: Effective communication requires a high level of trust. The Board of Alderman believes in open communication and the public's right to know. Open channels of communication must be maintained among all members of the Board of Alderman. It is understood that information permitted by statute to be discussed in closed sessions must remain confidential. Sharing of such information with unauthorized persons at any time is unacceptable. If a public statement on any city matter is appropriate or necessary, the Board of Alderman, as a whole, will agree upon a specific statement to be made by a Board Member or other official designee. While Board of Alderman members, City Staff Members, and appointed board members may have their personal opinions, those personal opinions must as such and not as representations of city policy.

Section 4: Board of Aldermen's Conduct with Other Boards and Commissions

A. Attendance in Official v. Personal Capacity: The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the Board of Aldermen. They are a valuable resource to the City's leadership

and should be treated with appreciation and respect. Board of Aldermen Members serve as liaisons to Boards and Commissions (according to appointments made by the Mayor) and in this role are expected to represent the full Board of Aldermen in providing guidance to the Board or Commission. In other instances, Board of Aldermen Members may attend Board or Commission meetings as individuals.

- a. Board of Aldermen Members attending these meetings as official liaisons should:
 - i. Attend all regularly scheduled meetings of the respective Board or Commission, or arrange for an alternate.
 - ii. Maintain an active liaison relationship.
- b. Board of Aldermen Members attending these meetings in individual capacity should adhere to the following protocols:
 - i. Any public comments by a Board of Aldermen member in personal capacity should be clearly identified as personal views and not those representing the feelings of the Board of Aldermen as a whole.
 - ii. Limit contact with the Board or Commission members to questions of clarification of the Board or Commission's position.
 - iii. Avoid conduct, which shall be deemed inappropriate, with a Board or Commission member to lobby on behalf of an individual, business, or developer, or to advocate a particular policy perspective.
 - iv. Be mindful that Boards and Commission are advisory to the Board of Aldermen as whole, not individual Board Members.

B. Pursuit of Concerns Regarding Board or Commission Members: Board of Aldermen Members should pursue concerns regarding an individual Board or Commission member with tact. If the Board of Aldermen Member is comfortable talking with that individual privately, the Board Member should do so. If a problem cannot be resolved in such a manner, the Board of Aldermen Member should consult with the Mayor, who can bring the issue to the Board of Aldermen as appropriate.

C. Procedures to be followed by Board and Commission Members; Penalties for Failure to Comply: The Members of Boards and Commissions must follow policies and procedures established by the Board of Aldermen. However, Board Members should not feel they have the power or right to threaten Board and Commission members in any way if they disagree about an issue. A Board or Commission appointment should not be used as a political "reward."

D. Respect for Diverse Opinions: A primary role of the City's Boards and Commissions is to represent many points of view in the community and to provide the Board of Aldermen with advice based on a full spectrum of concerns and perspectives. Board of Aldermen Members may have a closer working relationship with some individuals serving on Boards and Commissions, but must be fair to and respectful of all citizens serving on Boards and Commissions.

E. Separation of Political Support from Public Forums: Board and Commission members may offer political support to a Board Member, but not in a public forum while conducting official duties. Conversely, Board Members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Board Member.

Section 5: Board of Aldermen's Conduct with the City Administrator and Subordinate Staff Members

A. General Principles of Cooperation and Respect: Governance of a City relies on the cooperative efforts of elected officials, who set policy; and City Staff Members, who analyze problems and issues, make recommendations, and implement and/or administer the Board's policies. Every effort should be made to cooperate with and show mutual respect for the contributions made by individual City Staff Members for the good of the community.

B. General Rule against Board Interference with City Staff: Under Section 115.340 of the Peculiar Municipal Code, "[n]o member of the Board of Aldermen shall directly interfere with the conduct of any department or duties of employees subordinate to the City Administrator except at the express direction of the full Board of Aldermen or with the approval of the City Administrator." The Board of Alderman have establish that no directive or communication can be established with any staff person without permission of the Mayor or City Administrator.

C. Communication with City Staff Members Regarding Concerns: While every Board of Aldermen Member can, and has the responsibility to, communicate to the City Administrator and/or City Staff matters that he or she believes deserve attention and application of the City's financial and/or human resources, this responsibility does not entitle any Board of Aldermen member to monopolize the City's resources, usurp the judgment of the City Administrator, or interfere with a City Staff Member carrying out his or her duties. All requests must be approved by the Mayor.

D. Specific Duties of the Board of Aldermen: By statute, the Board of Aldermen Members are responsible for the care, management, and control of the City and its finances in a **policy-making** capacity. See Rev. Stat. Mo. § 79.110.

E. Specific Duties of the City Administrator (and Subordinate City Staff Members): These duties are established in Peculiar Municipal Code § 115.330 and incorporated herein.¹

¹ Peculiar Municipal Code § 115.330 establishes the City Administrator's duties as the following:

A. Administrative Office. The City Administrator shall be the chief administrative assistant to the Mayor and, as such, shall be the administrative officer of the City Government. Except as otherwise specified by ordinance or by the law of the State of Missouri, the City Administrator shall coordinate and generally supervise the operation of the City.

B. *Purchasing.* The City Administrator shall be the purchasing agent for the City, and all purchases amounting to less than one thousand five hundred dollars (\$1,500.00) shall be made under his direction and supervision, and all such purchasing shall be made in accordance with purchasing rules and procedures approved by the Board of Aldermen.

C. *Budget.* The City Administrator shall be the Budget Officer of the City of Peculiar and shall prepare a program of activities within the financial power of the City embodying a budget document with proper analysis to be proposed to the Mayor and Board of Aldermen for their final approval.

D. *Financial Reports.* The City Administrator shall make periodic reports to the Mayor and Board of Aldermen relative to the financial condition of the City. Such reports shall show the financial condition of the City in relation to the budget.

E. *Personnel System.* The City Administrator shall act as the personnel officer of the City and shall have the power to appoint and remove all subordinate employees of the City of Peculiar subject to the personnel rules and regulations of the City. The City Administrator shall recommend a classification system and pay plan to the Mayor and Board of Aldermen. Upon approval of the Board, the City Administrator shall approve advancements and appropriate pay increases within the limits of this classification system.

F. *City Council Agenda.* The City Administrator shall submit to the Mayor and Board of Aldermen a proposed agenda for each Board meeting at least three (3) days before the time of the regular Board meeting.

G. *Boards and Committees.* The City Administrator shall work with all City boards and committees to help coordinate the work of each.

H. *Board of Aldermen Meetings.* The City Administrator shall attend all meetings of the Board of Aldermen.

I. *Bid Specifications.* The City Administrator shall supervise the preparations of all bid specifications for services and equipment and receive sealed bids for presentation to the Board of Aldermen.

J. *Record Keeping.* The City Administrator shall keep full and accurate records of all actions taken by him in the course of his duties, and he shall safely and properly keep all records and papers belonging to the City and entrusted to his care. All such records shall be and remain the property of the City and be open to inspection by the Mayor and Board of Aldermen at all times.

K. *City Property.* The City Administrator shall have responsibility for all real and personal property of the City of Peculiar. He shall have responsibility for all inventories of such property and for the upkeep of all such property. Personal property may be sold by the City Administrator only with approval of the Board of Aldermen. Real property may be sold only with the approval of the Board of Aldermen by resolution or ordinance.

L. *Policy Formulation.* The City Administrator shall recommend to the Mayor and Board of Aldermen adoption of such measures as he may see necessary or expedient for the health, safety or welfare of the City or for the improvement of administrative services for the City. He shall have the power to prescribe, revoke, suspend or amend any rule or regulation of the administrative service except those prescribed by the Board of Aldermen.

M. *Coordinate Departments.* The City Administrator shall have the power to coordinate the work of all the departments of the City and, at times of an emergency, shall have authority to assign the employees of

- F. **Specific Principles of Cooperation and Respect:**
- a. Treat all City Staff Members as professionals.
 - b. Channel communications through appropriate Senior City Staff Members:
 - i. Questions of City Staff Members should be directed only to the City Administrator and/or Mayor. The Mayor should be copied on any request to the City Administrator.
 - ii. Board Members should not set up meetings with staff members directly but should work through the City Administrator and/or Mayor.
 - iii. When in doubt about what staff contact is appropriate, Board Members should ask the City Administrator and/or Mayor for direction. However, nothing in these protocols is intended to hinder the access required by Board-appointed liaisons to fulfill their unique responsibilities.
 - c. Never publicly criticize an individual employee, including Board-Appointed Officers. However, it must be noted that criticism differs from questioning the facts or opinions of City Staff Members.
 - d. Direct critical comments about City Staff Member performance to the City Administrator by private correspondence or conversation.
 - e. Avoid involvement in administrative functions: Avoid any staff interactions that may be construed as trying to shape staff recommendations. Board Members shall further refrain from coercing staff into making recommendations to the Board as a whole.
 - f. Be cautious about communicating the City's position on policy issues: Before sending correspondence related to a legislative or policy position, check with the City Administrator and/or Mayor to verify that a position has not already been determined.
 - g. Do not attend staff meetings unless requested by staff. Even if the Board Member does not say anything, the Board Member's presence may imply support, show partiality, intimidate City Staff Members, or hamper the Staff Member's ability to do his or her job objectively.
 - h. Do not solicit political support from City Staff Members.
 - i. Depend upon City Staff Members to respond to citizen concerns and complaints. It is the role of Board of Aldermen Members to pass on concerns and complaints on behalf of their constituents. It is not appropriate to pressure City Staff Members to solve a problem in a particular way. Refer citizen complaints to the City Administrator, who

the City to any department where they are needed for the most effective discharge of the functions of City Government.

N. *Miscellaneous.* In addition to the foregoing duties and powers, the City Administrator shall perform any and all other duties or functions prescribed by the Mayor and Board of Aldermen. However, at no time shall the duties or powers of the City Administrator supersede the action of the Mayor and Board of Aldermen. (Ord. No. 031698A §7, 4-6-98)

will, in turn, be responsible for informing the Board of Aldermen Member of the complaint's resolution.

- j. Respect the "one hour" rule for staff work: Requests for staff support should be made to the City Administrator and/or Mayor. Any request that would require more than one hour of City Staff Member time should be approved by the full Board of Aldermen to ensure that staff resources are allocated in accordance with overall Board of Aldermen priorities. Once notified that a request for information or staff support would require more than one hour, the Board of Aldermen Member may request that the Mayor place the request on an upcoming Board agenda.

Section 5: City Staff Member Conduct with the Board of Aldermen

A. Specific Principles of Cooperation and Respect:

- a. Demonstrate professionalism and non-partisanship in all interactions with the community and in public meetings.
- b. Demonstrate respect for Board of Aldermen Members at all times.
- c. Treat all Board of Aldermen Members equally.
- d. Respect the role of Board of Aldermen Members as policy-makers for the City: City Staff Members are expected to provide the best professional recommendations on issues. City Staff Members should not try to determine Board of Aldermen support for particular positions in order to craft recommendations. The Board of Aldermen must be able to depend upon City Staff Members to make independent recommendations and if necessary, to provide information about alternatives to recommendations. City Staff Members should also provide information on the advantages and disadvantages of each staff recommendation and alternative.
- e. If a Board of Aldermen Member directs a City Staff Member to take care of or provide information to them that has not received approval of the City Administrator or the Mayor; that staff member is to contact the City Administrator immediately and in turn the City Administrator will inform the Mayor for appropriate action with the Board of Aldermen member.
- f. Upon the receipt of staff support request in accordance with the "one hour" rule, City Staff Members must follow through on said requests in the fullest and most expeditious manner possible.
- g. It is recommended that City Staff not participate in any political forums or provide highly visible support in a Mayoral or Aldermen Election. This recommendation in no way inhibits any employee from voting or becoming involved in local elections.

BILL NO. 2016-09

ORDINANCE NO. _____

AN ORDINANCE BY THE BOARD OF ALDERMAN OF THE CITY OF PECULIAR TO AMEND ARTICLE V, CH. 100, SECTION 110.070 OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI

WHEREAS, the Board of Aldermen have not adopted a Code of Ethics that is applicable to the Board of Aldermen and all City Staff; and

WHEREAS, the Board of Aldermen believe a Code of Ethics will encourage openness in City government and communicate to all citizens the Board's desire to conduct and address the City's business in a fashion that is free of favoritism and secrecy;

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

1. Code of Ethics that is attached hereto and incorporated herein as Exhibit A be adopted by the Board of Aldermen as Section 100.071 of Article V of the Code of City Ordinances.
2. The effective date of this ordinance shall be _____, 2016.

First Reading: May 16, 2016

Second Reading: _____

Alderman Hammack _____
 Alderman Ray _____
 Alderman Ford _____

Alderman Roberts _____
 Alderman Harlan _____
 Alderman Dunsworth _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame

RESOLUTION NO. 2016-14

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, CONSENTING TO THE MAYOR'S INITIAL APPOINTMENTS TO THE BOARD OF DIRECTORS FOR THE 211TH STREET COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Board of Aldermen (the "**Board**") of the City of Peculiar, Missouri (the "**City**") held a public hearing on May 16, 2016 to consider the Petition to Establish the 211th Street Community Improvement District (the "**Petition**");

WHEREAS, on _____, the Board adopted an ordinance to approve the Petition and create the 211th Street Community Improvement District (the "**District**");

WHEREAS, the Petition provides that the Board of Directors of the District shall consist of five directors, and the initial directors shall be appointed by the Mayor with the consent of the Board;

WHEREAS, Section 67.1451, RSMo, provides that the initial board of directors of a community improvement district may be appointed by the chief elected officer of the municipality with the consent of the governing body of the municipality; and

WHEREAS, the Board now desires to consent to the Mayor's appointments for the initial board of directors for the District.

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

Section 1. Consent to Appointments. The Board of Aldermen hereby consents to the appointment of the following persons to the District board of directors for the following initial terms of office:

Director	Initial Term
Holly Stark	Four Years
Carl Brooks	Four Years
Chris Wilhite	Two Years
Eric Baker	Two Years
Clifford McDonald	Two Years

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 _____, 2016.**

Aldermen Dunsworth
Aldermen Ford
Aldermen Hammack

Aldermen Harlan
Aldermen Ray
Aldermen Roberts

APPROVED:

ATTEST:

Holly Stark, Mayor

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: Board of Alderman
From: Clifford L. McDonald
Date: June 6, 2016
Re: *Appointment of Kristin Smith to the Planning Commission*

GENERAL INFORMATION

Applicant: Mayor Stark

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider appointing Kristin Smith to the Planning Commission to fill a vacant position, the term of which expires June 6th, 2020.

Date of Application: June 2, 2016

Purpose: The purpose is to consider appointing Kristin Smith to the Planning Commission to fill the vacant position.

Property Location (if applicable): N/A

PROPOSAL

See "Requested Actions" above.

PREVIOUS ACTIONS

None.

KEY ISSUES

Per Section 430.010 (Planning Commission) Established – Composition. The Planning Commission is composed of seven (7) members: five (5) Citizen members, the Mayor (or the Mayor's designate), and a member of the Board of Aldermen.

The five (5) Citizen members serve terms of four (4) years unless they replace a Commissioner in mid term, then they serve the balance of that Commissioner's term. The "term" of the Mayor, Mayor's designate and Board of Aldermen member are not specified but will be no longer than the term of election.

STAFF COMMENTS AND SUGGESTIONS

Kristin Smith has volunteered to fill a vacant position and serve on the Planning Commission for four (4) years. She resides in Ward 1 (which helps diversity in the Commission) and wants to see the City continue its forward momentum towards growth and revitalization. I believe she would be a tremendous asset to both the City and Planning Commission with this appointment.

STAFF RECOMMENDATION

Favorably consider appointing Kristin Smith to the Planning Commission for the standard four (4) year term, which shall expire June 6th, 2020.

ATTACHMENTS

1. Resolution for Appointment
2. Kristin Smith's Boards/Commissions Application form.

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

From: Holly Stark <HStark@cityofpeculiar.com>
Date: June 2, 2016 at 12:49:20 PM CDT
To: Brad Ratliff <bratliff@cityofpeculiar.com>
Subject: Planning & Zoning Appointment of Kristin Smith

Please add the application and appointment of Ms. Smith to the agenda. Along with my comments to the board:

I would like to appoint Ms Smith to the planning and zoning board in the expiring term of Kimberly Malinson.

Ms. Smith lives in the downtown area. She has lived also in the Harvest Hills addition of Peculiar. Ms Smith is a former military family member and has lived in many areas of the country. I believe she will bring balance and varied perspective to the board. I have known Ms Smith personally for over 10 years and have also found her to be fair and open minded in her decision making. I believe she will be an asset to the P&Z board.

There is also another opening on P&Z as I have received Mr. Fausett's resignation. I have another application, but it is from the Twin Oaks subdivision and we have a very heavy representation from that area of town already. Mr Fausett lived in the Wind Mill estates subdivision and I would like to find some one from that area of town to replace him.

Thank you for your consideration.

Holly Stark

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: Kristin Smith Home Phone: 816.898.7504

Address: PO Box 235 / 316 W 1st St C Alternate Phone: _____

City, State, Zip: Peculiar, MO 64078 Email Address: studiokristin@gmail.com

Ward: 1) 2) _____ 3) _____ (contact City Hall if you are unsure of your Ward)

Education: (Please mark the highest level completed)

High School (please list the High School you attended) _____

College (please list College/University and Degree) Indiana University, Anthropology

Current Employment:

Employer: CGKC Position: Membership Experience Representative

Address: 7416 Wornall, KC MO Work Phone: 816.326.8790

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 been encouraged to see the city's recent efforts; the online video is wonderful as are the new signs welcoming people to Peculiar. I am interested in seeing that momentum towards growth and revitalization continue.

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. None

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

BOA Member Name: _____ Relationship: _____

Signature: Kristin Smith Date: 06/01/2016

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

RESOLUTION 2016-15

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF KRISTIN SMITH TO THE PLANNING COMMISSION.

WHEREAS, the Board of Aldermen have determined a need to appoint a member to the Planning Commission to fill a vacant position; and

WHEREAS, Kristin Smith has volunteered to serve on the Planning Commission and meets the qualifications for appointment to this Commission; and

WHEREAS, Mayor Holly Stark recommends the appointment of Kristin Smith to the Planning Commission upon approval of the Board of Aldermen; and

WHEREAS, said appointment shall commence with the effective date of this resolution and expire on June 6th, 2020; and

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

Section 1. The Board of Aldermen approves the appointment of Kristin Smith to the Planning Commission.

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 _____ DAY OF _____, 2016.

Alderman Ford _____
Alderman Hammack _____
Alderman Dunsworth _____

Alderman Ray _____
Alderman Roberts _____
Alderman Harlan _____

APPROVED:

ATTEST:

Holly Stark, Mayor

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 Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: June 6, 2016
Re: Project No. M 13-002 Sidewalk from City Hall to C/J Bridge & I-49 Project

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution
Date of Application: May 27, 2016
Purpose: Enter into Change Order with SB Wyatt Construction
Property Location: C Hwy Alleyways and Driveways – Concrete Aprons in MoDOT ROW

PROPOSAL

Staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute a change order with SB Wyatt Construction for *Installation of C Hwy Alleyways and Driveways – Concrete Aprons in MoDOT ROW* along C Hwy/Main Street in Peculiar, MO.

PREVIOUS ACTIONS

As you may recall, the City received a grant through MoDOT reimbursable to the city in the amount of \$70,000.00 for the sidewalk and pedestrian signal crossing project.

The current amended FY 2015-2016 budget allows \$236,853.00 for construction of the sidewalk and pedestrian signal crossing. City staff, MoDOT staff and the engineer (Larkin) advertised the project, issued addendums and accepted bids. We received three (3) bids. The bid include the installation of a sidewalk from City Hall to the C/J Bridge & I-49.

The Mayor and the BOA awarded the project to SB Wyatt Construction in the amount of \$225,545.60 for the sidewalk project. Work Change Directives for the project have been processed to date in a total amount of \$4,730.00 for additional drainage tubes beneath the sidewalk.

The Mayor and the City Administrator have requested permission from MoDOT to install a concrete apron in MoDOT ROW in front of our new sidewalk (8-inches thick) in front of alleyways, and other applicable driveway(s), such as the entrance to the Police Station. The concrete aprons are located at the following locations:

- 1) Alleyway between 126 N. Main Street and 160 N. Main Street
- 2) Alleyway between 160 N. Main Street and 107 W. Broadway
- 3) Driveway at 224 N. Main Street entrance to Police Station
- 4) Alleyway between 224 N. Main Street and 276 N. Main Street

The Contractor has proposed the bid price of \$12.65/square foot of 8-inch unreinforced concrete for an approximate estimate amount of 4, 000 square feet in the amount of \$50,600.

In addition, at 146 E. Center Street, the Contractor has provided us with a cost to install 100 square feet (20 feet long x 5 feet wide) of 4-inch thick sidewalk due to a water service line leak many, many years ago at the bid price of \$7.15/square foot in the amount of \$715.00. This amount would be covered by the Water Enterprise Fund.

KEY ISSUES

Although, the sidewalks installed in the MoDOT ROW in these locations are 8-inch in thickness, City staff believes that the concrete apron approach will enhance the structural integrity of the concrete sidewalk at these locations for many years.

With this proposed additional work, the original construction budget will be exceeded; City staff has the following options regarding the installation of the concrete aprons:

- 1) Do nothing.
- 2) Reject the bid.
- 3) Re-bid the project.
- 4) Award the concrete apron work change directive to SB Wyatt Construction, and use other Capital Improvement funds to fund the difference between the sidewalk project budget and the amount of the concrete apron work change directive to SB Wyatt Construction.

SB Wyatt Construction has submitted the concrete apron work change directive in the amount of \$50,600.00.

City staff would prefer to award the concrete apron work change directive to SB Wyatt Construction in the amount of not to exceed \$55,000.00 with additional funding from the Capital Improvement Fund Streets in the amount of \$55,000.00.

Therefore, in order to complete the installation of the concrete apron work change directive, we respectively request that City staff amended the FY 2015-16 budget for an additional \$55,000.00 from the Capital Improvement Fund Street 30-30-81000 to the Sidewalk, City Hall to C/J Bridge & I-49 Capital Improvement Fund Street 30-30-81200. The CIP project that would be deferred would be the Asphalt Preventative Maintenance project, budgeted at \$48,900.00. The remaining balance (\$6,100.00) would come from the Capital Improvement Fund Street 30-30-81200.

STAFF RECOMMENDATION

City staffs' recommendation is that to enhance the sidewalk infrastructure recently completed, we recommend that the concrete apron work change directive bid price in the amount of not to exceed \$55,00.00 be awarded to SB Wyatt Construction.

ATTACHMENTS

Work Change Directive
Contractor's Proposal for the Work Change Directive
Resolution

Date of Issuance: April 20, 2016
 Effective Date:
 Owner: City of Peculiar
 Owner's Contract No.: WA 15-003A
 Contractor: SB Wyatt
 Contractor's Project No.:
 Engineer: Larkin Lamp Rynearson
 Engineer's Project No.: 0314051.01
 Project: Capital Improvement Project: Route C (Main Street) Sidewalk
 Contract Name: Capital Improvement Project: Route C (Main Street) Sidewalk

Contractor is directed to proceed promptly with the following change(s):

Description: The Mayor and the City Administrator have requested permission from MoDOT to install a concrete apron in MoDOT ROW in front of our new sidewalk (8-inches thick) in front of alleyways, and other applicable driveway(s), such as the entrance to the Police Station. The concrete aprons are located at the following locations:

- 1) Alleyway between 126 N. Main Street and 160 N. Main Street
- 2) Alleyway between 160 N. Main Street and 107 W. Broadway
- 3) Driveway at 224 N. Main Street entrance to Police Station
- 4) Alleyway between 224 N. Main Street and 276 N. Main Street

Please provide us with a cost to install the above concrete aprons.

In addition at 146 E. Center Street, please provide us with a cost to install 100 square feet (20 feet long x 5 feet wide) of 4-inch thick sidewalk.

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ TBD [increase] [Decrease].
 Contract Time Days TBD [increase] [Decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other Engineer's estimate

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

			Orr Wyatt UP	Orr Wyatt extended price
--	--	--	-----------------	--------------------------------

Work Change Directive No. 05

4EA 8" unreinforced concrete aprons	4,000 SF	12.65	50,600.00
4" concrete sidewalk	100 SF	7.15	715.00
TOTAL			51,315.00

RESOLUTION 2016-16

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT CHANGE ORDER WITH SB WYATT CONSTRUCTION FOR INSTALLATION OF FOUR (4) CONCRETE APRONS IN MODOT ROW ALONG C HWY/MAIN STREET FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar has had constructed the Sidewalk project from City Hall to the C/J Hwy & I-49 Bridge adjacent to C Hwy/Main Street within the city limits of Peculiar, and

WHEREAS, the City of Peculiar has received a grant in an amount of \$70,000 for the design and construction of the Sidewalk project from City Hall to the C/J Hwy & I-49 Bridge project, and

WHEREAS, the City of Peculiar staff has worked directly with the MoDOT Central Office and local office personnel on this project, and

WHEREAS, an amendment to the Fiscal Year 2015-2016 budget will be necessary to fund the four (4) concrete apron work in MoDOT ROW

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

Section 1. The Mayor is authorized to execute a contract change order with SB Wyatt Construction for the installation of the four (4) concrete apron work in MoDOT ROW.

Section 2. The amount of the change order to SB Wyatt Construction is in the amount of not to exceed \$55,000.00 for the four (4) concrete apron work in MoDOT ROW.

Section 3. The Board of Aldermen authorizes an amendment to the Fiscal Year 2015-2016 budget in an amount not to exceed \$55,000 for the purpose of utilizing funding from the Capital Improvement Street funds, for this concrete apron work in MoDOT ROW.

Section 5. *Effective Date.* The effective date of this Resolution shall be the _____ day of _____, 2016.

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

Alderman Hammack _____
Alderman Ford _____
Alderman Dunsworth _____

Alderman Ray _____
Alderman Roberts _____
Alderman Harlan _____

APPROVED:

ATTEST:

Holly Stark, Mayor

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: Board of Aldermen
From: Nick Jacobs
Date: 06/6/16
Re: Trash Services Request for Proposals (RFP)

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Inform the Mayor and Board of Aldermen that City staff will be requesting proposals for City trash services.

Date of Application: 05/31/16

Purpose: For information only. No action required.

Due to the numerous and continuous complaints from citizens regarding poor trash service and missed trash service that City staff will be issuing a RFP for trash service. In addition, since the current trash service contract will expire on July 31st, 2016, City staff would like to bid out trash and recycling services in hope to bring a lower cost and improved service to the citizens of Peculiar.

PROPOSAL

WCA (Waste Corporation) formerly known as Town and Country Disposal has been the City's trash provider since 2010. There have been a number of complaints from our citizens to City staff since the merger regarding poor trash service. The current contract with WCA expires on July 31st, 2016. City staff would begin soliciting bids in mid-June with a proposal to be approved by the Mayor and Board of Aldermen on July 18th, 2016.

PREVIOUS ACTIONS

WCA has been the City's trash provider since 2010, and currently under contract.

STAFF COMMENTS AND SUGGESTIONS

City staff has been keeping track of the number of complaints regarding trash service. To date, the total amount of complaints is 170 from December 9, 2015. The most common complaint is missed trash and/or recycling, sometimes missing the same address multiple times (week after week) even after City staff calls WCA staff and reports that the trash and/or recycling that it was missed. This is very frustrating to our citizens and takes City staff time to follow-up on the missed service that our citizens are paying for this service.

STAFF RECOMMENDATION

City staff recommends putting the Trash and Recycling Services out to bid to ensure our citizens are receiving the best service for the value provided.

ATTACHMENTS

Trash and Recycling Services RFP.

REQUEST FOR PROPOSAL



CITY OF PECULIAR, MISSOURI
250 S. Main
PECULIAR, MO 64078
(816) 779-5212
(816) 779-1004 FAX

SOLID WASTE COLLECTION SERVICES

Date: **June 16, 2016** Request for Proposal No. **M 16-004**
Response Deadline Date and Time: **July 7, 2016 at 3:00 p.m., CST**

ATTENTION CONTRACTORS: COMPLETE AND RETURN THIS PAGE WITH PROPOSAL

Please note: The City of Peculiar is the only authorized source for Request for Proposal (RFP) forms. RFP forms obtained from any other source may be incomplete. Contractors using an RFP form not obtained from the City of Peculiar risk not receiving any necessary addenda, thus eliminating their proposal from consideration. All proposals are subject to the terms and conditions herein. All questions regarding this request for proposal should be directed to the City Utility Manager's Office, (816) 779-2238.

Contractor's Name: _____ Phone No.: _____
(Company Name – Please Print)

E-Mail Address: _____ FAX No.: _____

Address _____ City _____ State _____ Zip _____

By: _____ Title: _____
(Name of Authorized Agent – Please Print)

Signature: _____ Date: _____

The City of Peculiar (hereinafter "City") invites interested contractors to submit a **signed and sealed** proposal for services as described herein. Proposals must be received by the City Clerk's Office, 250 S. Main, Peculiar, Missouri 64078, marked "**Sealed Proposal for Solid Waste Collection Services, RFP No. M 16-004**" no later than: **3:00 p.m., CST on July 7, 2016**. An opening of the proposals will follow immediately in City Hall.

SUMMARY SHEET
REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION SERVICES
Proposal #M 16-004

Table of Contents

Section 1 – Summary of Request
Section 2 – Scope of Work
Section 3 – Collection Schedule
Section 4 – Number of Dwelling Units
Section 5 – Contract Approval
Section 6 – Questions
Section 7 – Proposal Submission Requirements
Section 8 – Evaluation Criteria
Section 9 – Evaluation Process
Section 10 – General Instructions
Section 11 – Proposed Time Schedule
Section 12 – Right of Protest in Response to Intent to Award
Section 13 – Services and Complaints
Section 14 – Project Specifications
Attachment 1 – Proposal Affidavit
Attachment 2 – Proposed Contract
Appendix A – Scope of Services
Appendix B - Insurance
Appendix C – Work Authorization

REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION SERVICES
RFP M 16-004

1. SUMMARY OF REQUEST

The City of Peculiar, Missouri (hereinafter “the City”) is seeking proposals for collection, processing, hauling and disposal of residential solid waste, commingled recyclables, yard by-products, and bulky items. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any firm (hereinafter “Contractor”), desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. SCOPE OF WORK

The work is to provide the Public Service collection of residential refuse from all residences (including single-family homes, two family units or duplexes, as well as all other residential configurations up to 4 family units, condominiums, and town homes up to four units, and excluding any residences with communal dumpsters or contracts for commercial solid waste collection). Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and education required to perform the collection and recycling of the aforementioned materials. The City reserves the right to audit all records associated with the proper disposal, recycling and composting of residential waste and to inspect the facilities used to dispose, recycle and compost the City’s residential waste.

3. COLLECTION SCHEDULE

Contractor shall prepare and submit for approval a collection schedule which will insure regular weekly collection service. Adequate equipment, forces and materials shall be available by Contractor to comply with the collection schedule ordered by the Director of Solid Waste (or his designated deputy/deputies). The collection schedule shall show the day of the week on which collection will be made at each dwelling unit. All regular collection schedules shall be made Monday thru Friday, Friday being the day preferred.

4. NUMBER OF DWELLING UNITS

The number of dwelling units for which collection service is to be provided under this contract as stated in the proposal is approximate and does not constitute a warranty or guarantee by the City of Peculiar as to the exact number served. The number of dwelling units will be determined from the monthly statement of water customers with a deduction made for the number of clustered multiple family housing customers and/or commercial customers.

5. CONTRACT APPROVAL

This contract is of the nature that will require approval of the Board of Aldermen of the City of Peculiar, Missouri.

6. QUESTIONS

Questions should be addressed to the City staff identified on Page 1 (Cover Sheet). If time permits, such questions should be submitted in writing. The City reserves the right to require that all questions be submitted in writing. In addition, the City reserves the right to provide such questions and answers to all prospective Contractors in the form of an addendum to the RFP.

7. PROPOSAL SUBMISSION REQUIREMENTS

Sealed proposals must be received no later than **3:00 p.m. CST, on July 7, 2016 (by hand-delivery or postmark date) at the City Clerk's Office, 250 S. Main, Peculiar, Missouri 64078.** The sealed proposal must be marked **"Sealed Proposal for Solid Waste Collection Services"**. Contractor shall submit the following information/documents as part of the proposal:

- A. One original and six (6) copies of the proposal
- B. Bid Affidavit
- C. Cover Sheet, completed and signed
- D. Information on the evaluation criteria (including cost proposal and pricing for subsequent renewal periods, if applicable)
- E. Proposed contract, completed and signed

If mailed, all proposals shall be submitted by certified mail, wherein the sealed proposal shall be enclosed inside an outer envelope addressed to the City at the location stated above. Proposals that are received after the submission deadline will not be accepted and will be returned to the Contractor unopened. It is Contractor's responsibility for timely delivery. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Format for Submissions

Proposals should also contain a signed cover letter of submittal on the Contractor's letterhead. Said cover letter must be executed by an officer or employee having the authority to bind Contractor by signature. Failure to submit all of the required information may result in the disqualification of Contractor from consideration. Contractors may be asked to provide additional information or give an oral presentation of their proposal at a later date.

All price quotation sheets and schedules must be correctly filled and legibly completed in ink or by typewriter/computer. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No quotation" entered thereupon.

The signed proposed contract (attached hereto as Attachment 2) shall be returned with the proposal, with any changes noted directly on the Contract by Contractor. Contractor shall initial any changes made.

8. EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following criteria:

- A. Contractor qualifications and experience
- B. Ability to provide services within the identified time schedule

- C. Equipment and services offered
- D. Support of the City's mission
- E. Proposed enhancements to the specifications
- F. Cost of services

The City reserves the right to reject any and all proposals or to waive any irregularities or deviations. Substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

Contractors are cautioned that it is Contractor's responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if it is not included in the Contractor's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the Contractor's proposal.

9. **EVALUATION PROCESS**

The City will consider a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RPF. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals as well as to make no award or multiple awards as result of this solicitation. Responsive proposals will be evaluated in the following manner:

- A. An Evaluation Committee will review and rank all proposals individually on their technical merits and according to the aforementioned Evaluation Criteria. The Committee may contact Contractors if any clarification is needed on the proposal.
- B. Contractors whose proposals are ranked the highest by the Evaluation Committee may be asked to participate in an interview process to ensure a mutual understanding of both the City's requirements and Contractor's proposal. Interviews may be conducted either in person or by telephone. However, the Committee may decide that interviews are not necessary and make recommendations for award solely based on the information provided in the proposal.
- C. The Contractor that provides the City with the most reliable and cost effective services based on the established evaluation criteria will be recommended to the Board of Alderman for approval.

Note: In accordance with federal, state and local laws, the bid documents will be available for public review following: rejection of all bids; posting of the Notice of Intent to Award (for bids over \$10,000); and execution of the contract and/or purchase order.

Competency of Contractors

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

10. **GENERAL INSTRUCTIONS**

Minimum Specifications: Deviations

The specifications included in this package shall be considered the minimum standards expected of Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and must include a justification therefore. If Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications and a justification for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor intends to fully comply with the stated specifications. The City shall be the sole and final judge of compliance with the specifications.

The City reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations contained therein prior to reaching a decision on the awarding of a Contract. The City shall be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm or corporation.

Investigation by Potential Contractor

It shall be the responsibility of Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at Contractor's own risk. No plea of error or plea of ignorance resulting from Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

11. PROPOSED TIME SCHEDULE

RFP Issue Date:	June 16, 2016
Deadline for Questions:	June 28, 2016
RFP Close Date:	July 7, 2016 at 3:00 PM
RFP Evaluation:	July 8, 2016 – July 14, 2016
Posting of Intent to Award:	July 14, 2016- July 18, 2016
Recommendation to Board of Alderman:	July 18, 2016
Notice of Award:	July 19, 2016

12. RIGHT OF PROTEST IN RESPONSE TO INTENT TO AWARD

The City shall be responsible for directly notifying bidders of the Notice of Intent to Award. Any protest must be filed within five (5) business days of the date of posting of the Notice of Intent to Award and filed with the City Administrator's Office. Such protests must include the Contractor's name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The City Administrator will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

13. SERVICES AND COMPLAINTS

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.

Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, Contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse within 24 hours after the complaint is received. Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their calls to be handled. Contractor shall keep a log of all customer complaints or inquiries received from residents of single-family households in the City, together with notations showing when and how each complaint has been addressed or resolved by the Contractor. Contractor shall provide the City with a copy of the log and a summary of complaints or inquiries at least once per month, or upon request.

14. PROJECT SPECIFICATIONS

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 1,900 residences within the City, said number subject to possible variations. Canisters should 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:

Residential Service-

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from _____ through _____ shall be \$_____ per month.

Senior Residential Service-

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from _____ through _____ shall be \$_____ per month.

Non-Residential Collection Service-

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from _____ through _____ shall be \$_____ per month.

The City shall collect an additional fee of \$2.00 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 within 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;
- 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 as well as an additional 10 surplus containers (also of 42 gallons) to be stored by the City;
- 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.
- 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 2016.

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 2016. Senior citizens utilizing the elective Senior Residential Service will be provided a smaller 42 gallon receptacle and shall be limited to two (2) weekly bags of trash. In addition, those persons enrolled in the Senior Residential Service will receive a monthly discount from their bill of \$_____.

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 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.

Pick-up Dates

No residential refuse shall be collected, taken, removed or transported from any premises in the City except between the hours of 7:00 A.M. to 7:00 P.M. on the day scheduled for collection.

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 _____ for the work to begin on _____. 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 = _____

Holiday Schedule

The Contractor shall provide to the City a list of the Contractor's recognized holidays, if any are recognized. If the City collection day falls on a Holiday and the Contractor recognizes that holiday, then the collection day shall be on the following day of the workweek.

Program Indoctrination

Contractor is reminded that he/she 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.

Attachment 1
PROPOSAL AFFIDAVIT

STATE OF _____)

) SS.

COUNTY OF _____)

_____ of the City of _____

_____, County of _____, State of _____,

being duly sworn on her or his oath, deposes and says:

1. That I am the _____ (Title of Affiant) of
_____ (Name of Bidder) and have been
authorized by said Bidder to make this affidavit on the Bidder's behalf;
2. No Alderman, nor the City Administrator, is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member is in a position to affect either the decision to solicit bids or the selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
4. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Peculiar, State of Missouri, or the United States Government.

_____ (Name of Bidder)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____, 2016.

(SEAL)

NOTARY PUBLIC in and for the County of _____

State of _____

My commission expires: _____

Attachment 2

<p style="text-align: center;"><u>PROPOSED CONTRACT FOR CITY OF PECULIAR</u> <u>CITY-WIDE RESIDENTIAL SOLID WASTE AND RECYCLABLE PICK-UP SERVICES</u></p>

This agreement is made this ____ day of _____, 2016, between _____, 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 250 S. Main, 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 _____ 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 one year term beginning _____ and terminating _____. This term shall automatically renew for two additional years under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below. In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

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: _____
Holly J. Stark, Mayor

Attest: _____
Janet Burlingame, City Clerk

CONTRACTOR

By: _____

Title: _____

Attest: _____

APPENDIX A to Proposed Contract

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. Contractor will be required to perform those tasks for approximately 1,900 residences within the City, said number subject to possible variations. Canisters should 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:

Residential Service-

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from _____ through _____ shall be \$_____ per month.

Senior Residential Service-

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from _____ through _____ shall be \$_____ per month.

Non-Residential Collection Service-

Base Charge for Solid Waste Recycling and Recyclable Pickup (Contractor provided storage container) from _____ through _____ shall be \$_____ per month.

The City shall collect an additional fee of \$2.00 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;
- 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 as well as an additional 10 surplus containers (also of 42 gallons) to be stored by the City.

- 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.
- 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 2016.

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 2016. Senior citizens utilizing the elective Senior Residential Service will be provided a smaller 42 gallon receptacle and shall be limited to two (2) weekly bags of trash. In addition, those persons enrolled in the Senior Residential Service will receive a monthly discount from their bill of \$_____.

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 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.

Pick-up Dates

No residential refuse shall be collected, taken, removed or transported from any premises in the City except between the hours of 7:00 A.M. to 7:00 P.M. on the day scheduled for collection.

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 _____ for the work to begin on _____. 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 = _____

Holiday Schedule

The Contractor shall provide to the City a list of the Contractor's recognized holidays, if any are recognized. If the City collection day falls on a Holiday and the Contractor recognizes that holiday, then the collection day shall be on the following day of the workweek.

Program Indoctrination

Contractor is reminded that he/she 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 to Proposed Contract

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 Property
\$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

Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable

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

With bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident. Include the City of Peculiar, Missouri as Additional Insured and a waiver of subrogation endorsement is to be applicable.

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 for each occurrence, disease, and accident limit.

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

APPENDIX C to Proposed Contract

Work Authorization

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

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:

Company:

Address:

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: _____
Signature

Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2016.

NOTARY PUBLIC

My Appointment Expires:

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: Clifford L. McDonald
Date: June 6, 2016
Re: *Review of Building Permit Fees and Proposed Comprehensive Fee Schedule*

GENERAL INFORMATION

Applicant: City Staff

Status of Applicant: N/A

Requested Actions: Board of Aldermen to review the City’s present, and proposed, Building Permit Fees in relation to those of surrounding communities. Additionally, review proposed changes to the Comprehensive Fee Schedule to revise the Tap Fees In-Accordance-With the Tap Fee Studies recently conducted for both Water & Sewer Service.

Date of Application: June 6, 2016

Purpose:

1. The purpose is for the Board to review the City’s present and proposed Building Permit Fees for Residential Construction to ensure that Peculiar’s Permit Fees are sufficient while remaining competitive with those of surrounding communities; and
2. The Proposed Comprehensive Fee incorporates the recommended Tap Fees for both Water & Sewer In-Accordance-With the recent Utility Rate Studies. This Fee Schedule compiles the various Permit Fees, Tap Fees and Development Fees into one (1) Comprehensive Fee Schedule for City Staff and Public information; the proposed Fee Schedule reflects changes & updates as of June 1 2016.

Property Location (if applicable): City Wide

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

1. The Board of Aldermen authorized a \$2,000.00 Building Permit Fee reduction for New Single Family Dwellings three (3) times in the past two (2) years. The Board requested a review of Peculiar’s Building Permit Fee for these permits when the last of the reduced permits were issued.

2. The City had two (2) studies conducted to review the Water Tap and Sewer Tap Fee Schedules to ensure the established fees were both justified and sufficient to cover the maintenance and operation of these systems. The results of these studies are presented in the Proposed Building Permit Fee table and the Proposed Comprehensive Fee Schedule presented for the Boards information and review.
3. The Board of Aldermen established the last Comprehensive Fee Schedule in June, 2015. It is typically amended to reflect changes on an annual basis or as necessitated by Ordinance changes.

KEY ISSUES

1. The Board of Aldermen should review the attached Building Permit Fee Table which shows the Permit Fees from surrounding communities for a \$250,000 home permit, and consider the proposed Building Permit Fee which reflects the two studies recommended Water & Sewer Tap Fees shown.
2. The Board should review the Proposed Comprehensive Fee Schedule which incorporates the recommended Water & Sewer Tap Fees from the recent studies as shown.

STAFF COMMENTS AND SUGGESTIONS

The Board of Aldermen should consider adopting the revised Water & Sewer Tap Fees as recommended by the Studies and review the impact on the City's Building Permit Fee for a new home (which is nominal).

STAFF RECOMMENDATION

Staff Recommends approval and subsequent adoption of the Water & Sewer Tap Fees as presented in the two (2) studies and the subsequent Building Permit Fee for Single Family Dwellings as presented.

ATTACHMENTS

1. Financial Forcast and Tap Fee Study (Water Tap)
2. Tap Fee Analysis Report (Sewer Tap)
3. Building Permit Development Fee Comparison
4. Current Comprehensive Fee Schedule
5. Proposed Comprehensive Fee Schedule

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

findings of the tap fee analysis, tap fees for a 5/8" or 3/4" connection are proposed to be \$1,300. Fees for larger meter sizes are increased in accordance with meter capacity factors. Proposed tap fees are summarized in Table 1-1.

The development of proposed tap fees is described in detail in Section 3.0 of this report. Burns & McDonnell recommends the City review its tap fee calculation approximately every 5 years.

Table 1-1: Proposed Tap Fees by Meter Size

<u>Meter Size</u>	<u>Equivalency Ratio</u>	<u>Proposed Water Tap Fee</u>
5/8"	1.0	\$ 1,300
3/4	1.0	\$ 1,300
1	1.7	\$ 2,200
1.5	3.3	\$ 4,300
2	5.3	\$ 6,900
3	10.4	\$ 13,500
4	16.7	\$ 21,700

1.1 Statement of Limitations

In preparation of the City of Peculiar Financial Planning and Tap Fee Study (Study), Burns & McDonnell relied upon information provided by the City. The information included various analyses, computer-generated information and reports, audited financial reports, and other financial and statistical information, as well as other documents such as operating budgets and current retail water rate schedules. In addition, input to key assumptions regarding expected future levels of revenue, sales, and expenditures was provided by City staff to Burns & McDonnell. While Burns & McDonnell has no reason to believe that the information provided, and upon which Burns & McDonnell has relied, is inaccurate or incomplete in any material respect, Burns & McDonnell has not independently verified such information and cannot guarantee its accuracy or completeness.

Estimates and projections prepared by Burns & McDonnell relating to financial forecasting and costs are based on Burns & McDonnell's experience, qualifications, and judgment as a professional consultant. Since Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, economic

Not knowing in advance how many meters of each size you will connect in the coming years, I made the assumption that the meter sizes of new connections will be in the same ratio as the currently connected customers. That distribution is shown in the right - hand column of Table 3, page 16. For example, 98 percent of your current customers are served by three - quarter inch meters. Therefore, I projected that 98 percent of new customers in the future will also be served by three - quarter inch meters.

Recommendations for Tap - on Fees

The following recommended tap - on fees are indicated by the Scenario 1 model. These are the fees that I recommend you adopt initially.

Table 1 - Recommended Tap - on Fees

Meter Size in Inches	Tap Fee; In-city Customer	Tap Fee; Out of City Customer (50% More)
Five Eighths	\$2,107	\$3,161
Three Quarters	\$2,107	\$3,161
One Inch	\$5,156	\$7,734
One & a Half Inch	\$10,237	\$15,355
Two Inch	\$32,592	\$48,889
Two & a Half Inch	\$60,537	\$90,806
Three Inch	\$88,482	\$132,722
Four Inch	\$152,500	\$228,750
Six Inch	\$325,249	\$487,873
Eight Inch	\$569,129	\$853,694
Ten Inch	\$853,656	\$1,280,484
Twelve Inch	\$1,077,213	\$1,615,820

1. Calculation of tap - on fee revenues shown in Table 4, page 17, assumed you will make these adjustments early enough to enable you to collect at these rates for new connections made after May 1, 2016.

2. If all goes as modeled, on the one - year anniversary of making the rate adjustments called for above, or at the same time you make other rate and fee adjustments, whichever comes first, and for several years thereafter, raise all tap - on fees across the board by 3.0 percent.

Development Report Card- \$250,000 Residential Home

	Belton, Mo	Belton Proposed	Average	Raymore, Mo	Blue Springs, Mo	Peculiar, MO Existing	Peculiar, MO Proposed	Lee's Summit, Mo	Grandview, Mo	Liberty, Mo	Gladstone, Mo	Shawnee, KS	Lenexa, KS
Fees													
Plan Review Fee			\$279.95	\$42.00	\$1,260.71			\$0.00	\$200.00	\$147.00	\$30.00		\$50.00
Building Permit Fee	\$1,225.00	\$1,225.00	\$1,473.75	\$1,115.00	\$2,292.71	\$1,833.75	\$1,833.75	\$773.00	\$1,200.00	\$881.00	\$2,299.75	\$808.00	\$750.00
Street/Road Impact Fee	\$809.01	\$675.00	\$809.01			\$1,000.00	\$1,000.00	\$0.00					\$395.80
Road Development Tax			\$1,514.00							\$1,514.00			
Water Connect Fee	\$3,490.00	\$3,490.00	\$2,553.39	\$2,633.00	\$6,300.00	\$1,600.00	\$1,300.00	\$3,405.76	\$1,860.00	\$225.00	\$220.00		\$7,985.00
Sewer Connect Fee	\$2,000.00	\$1,200.00	\$1,051.00	\$1,333.00	\$1,500.00	\$2,100.00	\$2,107.00	\$450.00	\$50.00	\$925.00	\$50.00		\$5,700.00
Excise Tax			\$1,171.38	\$1,838.20				\$1,041.31				\$1,806.00	
Right of Way Fee	\$5.00	\$5.00				\$25.00	\$25.00	\$60.00				\$75.00	
Land Disturbance												\$75.00	\$75.00
Final Building Insp. Fee				\$42.00		\$45.00	\$45.00						
Electrical Service													
Parkland Dedication Fee **				\$152.00		\$300.00	\$300.00		\$275.00				\$472.00
Storm Water Detention						\$300.00	\$300.00					\$350.00	\$1,040.00
TOTAL FEES	\$7,529.01	\$6,595.00	\$6,955.17	\$7,155.20	\$11,353.42	\$7,203.75	\$6,910.75	\$5,730.07	\$3,585.00	\$3,692.00	\$2,599.75	\$3,114.00	\$16,467.80

IBTS Inspection Fees: \$1,116.50

IBTS Plan Review: \$390.00

CITY OF PECULIAR
COMPREHENSIVE FEE SCHEDULE (Amended, June 2015)
IAW SECTION 400.100: FEES

Planning:

Special Use Permit	\$250
Rezone {Zoning & Comp Plan Amendments}	\$450
Preliminary Plats	\$200 minimum + \$10 per lot
Final Plats	\$200 minimum + \$10 per lot
Variance	\$250 + Court Reporter Costs
Sign	\$ Based on 1997 UBC Valuation Table
Temporary Use Permit	\$20
Temporary Sign Permit	\$20
Public Notice (Newspaper & Certified Mailing)	\$ Actual Cost of Public Noticing

Utilities:

Outside Meter Testing	\$50.00
Water Service Disconnect Fee	\$ (½ Tap Fee)
Water Tap - Residential ¾"	\$1,600 + PWSD #7 fee (\$200 or \$400) if applicable
Water Tap - Commercial 1"	\$1,900
Water Tap - Commercial, > 1"	\$1,900 + Parts Cost
Water Tap - Irrigation	\$1,000
Sewer Service Disconnect Fee	\$ (½ Tap Fee)
Sewer Tap - Residential (Districts R-1, R-2, RE and A-C)	\$2,100
Sewer Tap - Commercial (Districts R-3, R-4, O-C, C-1, C-2 and C-P)	\$2,625 + \$50 per trap
Sewer Tap - Industrial Building (District I-1 and I-2)	\$3,000
Sewer Tap - Non-Resident (Outside City Limits)	\$3,000
Utility Deposit (Water and Sewer) - Residential (Owner Dwelling)	\$150
Utility Deposit (Water and Sewer) - Residential (Rental Dwelling)	\$200
Utility Deposit (Water and Sewer) - Commercial	\$300
Utility Deposit (Sewer only) - Residential or Commercial	\$100

Building Permits:

Real Estate Home Inspection (Water Service for 24 hours)	\$50
Building Permit {Residential, Commercial & Industrial}	\$ Based on 1997 UBC Valuation Table
Building Permit {Driveway, Deck, Pool and Shed}	\$ Based on 1997 UBC Valuation Table
Fence	\$10
Plumbing Inspection Fee - Residential	\$15
Plumbing Inspection Fee - Commercial	\$20
HVAC Inspection Fee - Residential	\$20
HVAC Inspection Fee - Commercial & Industrial	\$35
Electrical Inspection Fee - Residential	\$10
Electrical Inspection Fee - Commercial & Industrial	\$20
Demolition	\$100
Street Cut/ROW Excavation	\$25
Storm Water	\$300
Park Fee Residential	\$300
Park Fee Commercial & Industrial	\$ ____ (\$0.017 per sq. ft.)
East/West Growth Fee Residential	\$1,000
East/West Growth Fee Commercial	\$ 2,625
East/West Growth Fee Industrial	\$ 3,000
Commercial/Industrial Building Plan Review	\$ Actual Cost of Contracted Service (if necessary)

Public Works:

Land-Disturbance Permit (Fully Credited towards an associated Building Permit)	\$300
City Engineer Preliminary Site Plan Review	\$200 + \$50/hr for every hour over (4) hours
City Engineer Final Site Plan Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Preliminary Plat Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Final Plat & Infrastructure Review	\$800 + \$50/hr for every hour over (16) hours
Public Works Contract Inspector	\$40 per hour

CITY OF PECULIAR
COMPREHENSIVE FEE SCHEDULE (Proposed, June 2016)
IAW SECTION 400.100: FEES

Planning:

Special Use Permit	\$250
Rezone {Zoning & Comp Plan Amendments}	\$450
Preliminary Plats	\$200 minimum + \$10 per lot
Final Plats	\$200 minimum + \$10 per lot
Variance	\$250 + Court Reporter Costs
Sign	\$ Based on 1997 UBC Valuation Table
Temporary Use Permit	\$20
Temporary Sign Permit	\$20
Public Notice (Newspaper & Certified Mailing)	\$ Actual Cost of Public Noticing

Utilities:

Outside Meter Testing	\$50.00
Water Service Disconnect Fee	\$ (½ Tap Fee)
Water Tap – 5/8"	\$1,300 + PWSD #7 fee (\$200 or \$400) if applicable
Water Tap – 3/4"	\$1,300 + PWSD #7 fee (\$200 or \$400) if applicable
Water Tap – 1"	\$2,200 + Parts Cost
Water Tap – 1.5"	\$4,300 + Parts Cost
Water Tap – 2"	\$6,900 + Parts Cost
Water Tap – 3"	\$13,500 + Parts Cost
Water Tap – 4"	\$21,700 + Parts Cost
Water Tap – Irrigation	\$1,000

Sewer Tap – Based Upon Water Meter Size (Inches)

	<u>Within City Limits</u>	<u>Outside City Limits</u>
Sewer Service Disconnect Fee	\$ (½ Tap Fee)	\$ (½ Tap Fee)
Sewer Tap – 5/8"	\$2,107	\$3,161
Sewer Tap – 3/4"	\$2,107	\$3,161
Sewer Tap – 1"	\$5,156	\$7,734
Sewer Tap – 1.5"	\$10,237	\$15,355
Sewer Tap – 2"	\$32,592	\$48,889
Sewer Tap – 2.5"	\$60,537	\$90,806
Sewer Tap – 3"	\$88,482	\$132,722
Sewer Tap – 4"	\$152,500	\$228,750
Sewer Tap – 6"	\$325,249	\$487,873
Sewer Tap – 8"	\$569,129	\$853,694
Sewer Tap – 10"	\$853,656	\$1,280,484
Sewer Tap – 12"	\$1,077,213	\$1,615,820
Utility Deposit (Water and Sewer) – Residential (Owner Dwelling)	\$150	
Utility Deposit (Water and Sewer) – Residential (Rental Dwelling)	\$200	
Utility Deposit (Water and Sewer) - Commercial	\$300	
Utility Deposit (Sewer only) – Residential or Commercial	\$100	

CITY OF PECULIAR
COMPREHENSIVE FEE SCHEDULE (Proposed, June 2016)
IAW SECTION 400.100: FEES

Building Permits:

Real Estate Home Inspection (Water Service for 24 hours)	\$50
Building Permit {Residential, Commercial & Industrial}	\$ Based on 1997 UBC Valuation Table
Building Permit {Driveway, Deck, Pool and Shed}	\$ Based on 1997 UBC Valuation Table
Fence	\$10
Plumbing Inspection Fee - Residential	\$15
Plumbing Inspection Fee - Commercial	\$20
HVAC Inspection Fee - Residential	\$20
HVAC Inspection Fee - Commercial & Industrial	\$35
Electrical Inspection Fee - Residential	\$10
Electrical Inspection Fee - Commercial & Industrial	\$20
Demolition	\$100
Street Cut/ROW Excavation	\$25
Storm Water	\$300
Park Fee Residential	\$300
Park Fee Commercial & Industrial	\$ ____ (\$0.017 per sq. ft.)
East/West Growth Fee Residential	\$1,000
East/West Growth Fee Commercial	\$ 2,625
East/West Growth Fee Industrial	\$ 3,000
Commercial/Industrial Building Plan Review	\$ Actual Cost of Contracted Service (if necessary)

Public Works:

Land-Disturbance Permit (Fully Credited towards an associated Building Permit)	\$300
City Engineer Preliminary Site Plan Review	\$200 + \$50/hr for every hour over (4) hours
City Engineer Final Site Plan Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Preliminary Plat Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Final Plat & Infrastructure Review	\$800 + \$50/hr for every hour over (16) hours
Public Works Contract Inspector	\$40 per hour

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: June 1st, 2016
Re: Structure of the Park Board

GENERAL INFORMATION

March 2015 – Park Board voted to move meetings from monthly to quarterly as a result of several repetitive informational meetings

May 2015 - Grant Purkey was hired as Park Director

June and September 2015 – Scheduled Park Board meeting cancelled due to lack of quorum

December 2015 – Held an informational Park Board Meeting without a quorum

March 2016 – Park Board meeting cancelled due to lack of quorum

Current Park Board Members:

Homer Dunsworth (BOA liaison)

Dan Margita (Ward 2)

Marcia Major (Ward 3)

PROPOSAL

Citizens have expressed interest in volunteering to help out with projects and programs, but are not willing to commit to being on the Park Board or do not live within the city limits.

With the lack of citizen interest in joining the Park Board, it may be better to restructure the Park Board to just have a Parks Commissioner to act as the Liaison for the Board of Alderman and disband the Park Board.

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 Aldermen
From: Nick Jacobs
Date: 06/6/16
Re: Sludge Contract with Korn Hauling

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Discuss a new contract with Wayne Korn of Korn Hauling for Sludge Removal
Date of Application: 06/6/16
Purpose: Contract out sludge hauling services to reduce risk and liability of continuing hauling ourselves and to reduce future capital costs.

PROPOSAL

Currently we have 1 part time driver who uses our sludge truck to haul to the City of Harrisonville. The driver averages 20 hours per week. The truck was purchased in 2007 and has over 250,000 miles on it from hauling to Little Blue Sewer District for the last 8 years.

In 2014 we signed a contract to haul our sludge to the City of Harrisonville which would save a tremendous amount of drive time and wear on the sludge truck as well as reduced hours for the driver. Earlier this year our sludge truck driver had a health scare which put him in the hospital for 3 days.

Mr. Wayne Korn of Korn Hauling approached the Utility manager regarding sludge disposal. Mr. Korn has hauled for us in the past when our sludge truck has been down for repairs. He currently has the contract to haul sludge for the City of Clinton and is nearing completion of a contract with the City of Belton.

Mr. Korn has proposed to utilize his equipment and haul sludge for \$.04 per gallon. When adding all of the costs from the current year regarding salary, fuel, maintenance, repair, and sludge disposal fees, we currently pay \$.033 per gallon. There would be an additional cost at first but it would greatly reduce the risk and liability of the City as well we could wipe out the line item in 2020 for \$120,000 for the purchase of a new sludge truck. Staff has attached a breakdown of the costs.

Mr. Korn is proposing a 10 year contract with a firm price for the first 5 years and renegotiate for the remaining 5 years.

Staff spoke with the City of Belton who said they are pleased with his proposal and the City of Clinton has been using Mr. Korn for the last 6 years and had no complaints and praised him for him and his staffs work ethic. Staff contacted the City of Harrisonville and spoke to them regarding the current contract and they said we can leave the existing contract in place as a backup should something happen with Mr. Korn. The Harrisonville contract is paid based on what we deliver them and it will be no cost to keep the contract in place. The current contract with Harrisonville expires in 2019.

PREVIOUS ACTIONS

November 2014 executed contract with City of Harrisonville for sludge disposal..

STAFF COMMENTS AND SUGGESTIONS

Staff feels this would be an excellent way for the City to lose risk and liability and free up over \$120,000 in future CIP projects.

STAFF RECOMMENDATION

Staff recommends awarding a future contract with Mr. Korn to be presented at the June 20th BOA Meeting.

ATTACHMENTS

Sludge Hauling Comparison Breakdown.

Repairs	Cost per gallon	Total
\$ 13,000.00	0.033165599	\$ 79,351.25
\$ 13,000.00	0.034868428	\$ 83,425.40
\$ 13,000.00	0.036003648	\$ 86,141.50
\$ 13,000.00	0.037706477	\$ 90,215.65
\$ 13,000.00	0.038841697	\$ 92,931.75

Cost per gallon	Total
\$0.04	\$95,703.08