

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Monday, August 1, 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, August 1, 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. New Business –
 - A. Bill No. 2016-12 - AN ORDINANCE REVISING CHAPTER 245 OF THE PECULIAR MUNICIPAL CODE ESTABLISHING THE CITY OF PECULIAR EMERGENCY MANAGEMENT AGENCY.
1st Reading
 - B. Bill No. 2016-13 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF GRANDPA'S GREENHOUSE LOT 1-A BEING A RE-PLAT OF THE SOUTH 72.00' OF LOTS 1 & 2, BLOCK 28 IN THE TOWN OF PECULIAR, CASS COUNTY, MISSOURI SUBMITTED BY MR. RICHARD SMITH.
1st Reading
 - C. Resolution No. 2016-26 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) FOR THE PURPOSE OF SECURING PLAN REVIEW AND CONSTRUCTION INSPECTION SERVICES FROM AUGUST 1ST, 2016 THRU JULY 31ST 2018.
 - D. Resolution No. 2016-27 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PACKET LAYER CONSULTING, LLC FOR INTERNET AND MANAGED VIRTUAL PRIVATE LINE SERVICES.
 - E. Resolution No. 2016-28 - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE 211th STREET COMMUNITY IMPROVEMENT DISTRICT.
6. Topic for Discussion –
 - A. Staff Review on CIP's requested by Aldermen at July 18, 2016 Meeting – CPA Benjamin Hart
 - B. CIP Update – City Engineer Carl Brooks
 - C. Fireworks – City Planner Cliff McDonald
7. Aldermen Directives
8. Adjournment

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
Joseph G. Lauber

Parks Director
Grant Purkey

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

To: Board of Alderman
From: Harry Gurin, Chief of Police
Date: July 25, 2016
Re: Ordinance Establishing City of Peculiar Emergency Management

GENERAL INFORMATION

Applicant: City Staff

Status of Applicant: N/A

Requested Actions: Board approval to establish an emergency management agency within the City of Peculiar

Date of Application: N/A

Purpose: The purpose of this ordinance is to continue the emergency management services within the City of Peculiar excluding any future relationship with West Peculiar Fire Protection District

Property Location (if applicable): N/A

PROPOSAL

Effective October 1, 2016 the West Peculiar Fire Protection District has chosen to desolve any mutual agreements in assisting the City of Peculiar with emergency management duties. In order to continue the continuity in protecting the citizens of Peculiar staff is asking to establish an emergency management agency by ordinance.

PREVIOUS ACTIONS

No previous actions noted

KEY ISSUES

1. West Peculiar Fire Protection District whiches to dissolve any mutual agreements for emergency management.
 2. In order for the city and its residents to qualify for federal funding following a disaster, the city is required to provide emergency management services to the community.
 3. In order for the city to qualify for government assistants grants the elected officials and staff are required to adopt the National Incident Management System (NIMS) by participating in the NIMS training.
-

STAFF COMMENTS AND SUGGESTIONS

No additional comments

STAFF RECOMMENDATION

Staff recommends approval

BILL NO. 2016-12
ORDINANCE NO. _____

AN ORDINANCE REVISING CHAPTER 245 OF THE PECULIAR MUNICIPAL CODE ESTABLISHING THE CITY OF PECULIAR EMERGENCY MANAGEMENT AGENCY

WHEREAS, the West Peculiar Fire Protection District has notified the City that it will no longer provide emergency management services to the City effective October 1, 2016; and

WHEREAS, emergency management services are vital for the general welfare of the City and an emergency management agency is required by Chapter 44, Revised Statutes of the State of Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI THAT;

SECTION I: The existing Chapter 245 of the Peculiar Municipal Code regarding emergency management shall be removed in its entirety and replaced with the following:

CHAPTER 245: EMERGENCY MANAGEMENT

Section 245.010. Established.

There is hereby created within and for the territory of the City of Peculiar an emergency management organization to be known as the Peculiar Emergency Management Agency which is responsible for the preparation and implementation of emergency functions required to prevent injury and minimize and repair damage due to disasters, to include emergency management of resources and administration of such economic controls as may be needed to provide for the welfare of the people, and emergency activities (excluding functions for which military forces are primarily responsible) in accordance with Chapter 44, Revised Statutes of Missouri, and supplements thereto, and the Missouri Emergency Operations Plan adopted thereunder.

Section 245.020. Composition.

This agency shall consist of a Director and other members appointed by the Mayor with the approval of the Board of Aldermen to conform to the State organization and procedures for the conduct of emergency operations as outlined in the Missouri Operations Plan.

Section 245.030. Functions.

This agency shall perform emergency management functions within the City of Peculiar and may conduct these functions outside the territorial limits of the City of Peculiar as directed by the

Governor during the time of emergency pursuant to the provisions of Chapter 44, Revised Statutes of Missouri, and supplements thereto.

Section 240.040. Coordinator – Appointment – Responsibilities.

- A. The Director will be appointed by the Mayor and shall serve at the Mayor’s pleasure.
- B. The Director shall have direct responsibility for the organization, administration and operations of local emergency management activities
- C. The Director shall be responsible for maintaining records and accounting for the use and disposal of all items of equipment placed under the jurisdiction of the Peculiar Emergency Management Agency.

Section 240.050. Powers and Duties of Coordinator and City.

- A. The Mayor and the Director of the Peculiar Emergency Management Agency, in accordance with Chapter 44, Revised Statutes of Missouri, and supplements thereto, may:
 - 1. Appropriate and expend funds, make contracts, obtain and distribute equipment, materials and supplies for civil defense purposes; provide for the health and safety of persons, including emergency assistance to victims of enemy attack; the safety of property; and direct and coordinate the development of disaster plans in accordance with the policies and plans of the Federal and State disaster and emergency planning;
 - 2. Appoint, provide or remove rescue teams, auxiliary fire and Police personnel and other emergency management operation teams, units or personnel who may serve without compensation;
 - 3. In the event of attack, waive the provisions of Statutes requiring advertisements for bids for the performance of public work or entering into contracts;
 - 4. With the approval of the Governor and consistent with the Missouri Emergency Operations Plan, enter into mutual-aid agreements and other public and private agencies within and without the State for reciprocal emergency aid; and
 - 5. Accept services, materials, equipment, supplies or funds granted or loaned by the Federal Government for disaster planning and operations purposes.

Section 245.060. Oath.

No person shall be employed or associated in any capacity in any organization established under this Chapter who advocates or has advocated a change by force or violence in the constitutional form of Government of the United States or in this State or the overthrow of any Government in the United States by force of violence, or has been convicted of or is under indictment or

information charging any subversive act against the United States. Each person who is appointed to serve in an organization, shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in this State, which oath shall be substantially as follows:

“I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States, and the Constitution of the State of Missouri, against all enemies, foreign and domestic; and that I will bear true faith and allegiance to the same; the I take this obligation freely, and without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am to enter. And I do further swear (or affirm) that I do not advocate, nor am I member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during the time as I am a member of the Peculiar Emergency Management Agency, I will not advocate the overthrow of the Government of the United States or of this State by force or violence.”

Section 245.070. Office Space.

The Mayor is authorized to designate space in any City owned or leased building for the Peculiar Management Agency.

Section 245.080. Training.

All elected officials and city employees will be required to complete the appropriate National Incident Management System (NIMS) training, as determined by the Director of the Peculiar Emergency Management Agency.

SECTION II: The effective date of this ordinance shall be **October 1, 2016.**

First Reading: -----

Second Reading: -----

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON THE SECOND READING THIS -----, BY THE FOLLOWING VOTE:

**Alderman Ford
Alderman Hammack
Alderman Ray**

**Alderman Dunsworth
Alderman Harlan
Alderman 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
Joseph G. Lauber

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: Clifford L. McDonald
Date: August 1st, 2016
Re: RePlat Application of the South 72.00' of Lots 1 & 2, Block 28 in the town of Peculiar submitted by Mr. Richard Smith.

GENERAL INFORMATION

Applicant: Mr. Richard Smith

Status of Applicant: N/A

Requested Actions: Board of Aldermen to conduct a Public Hearing and consider the RePlat Application of the South 72.00' of Lots 1 & 2, Block 28 to Grandpa's Greenhouse Lot 1-A.

Date of Application: June 29, 2016

Purpose: To review the RePlat Application of the South 72.00' of Lots 1 & 2, Block 28 town of Peculiar, Cass County, Missouri to Grandpa's Greenhouse Lot 1-A submitted by Mr. Richard Smith and consider a recommendation for approval.

Property Location (if applicable): The South 72.00' of Lots 1 & 2, Block 28 town of Peculiar, Cass County Missouri Commonly known as 160 N. Main Street, Peculiar, Missouri.

PROPOSAL

See "Requested Actions" above.

PREVIOUS ACTIONS

The Planning Commission held a Public Hearing on this RePlat Application at their July 14th, 2016 meeting. No one spoke against this RePlat Application, and no Formal Protests have been received. At that meeting the Planning Commission voted unanimously to approve the RePlat Application to Grandpa's Greenhouse Lot 1-A, and forwards their recommendation for approval for the Board's consideration.

KEY ISSUES

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

1. **Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
 - a. The RePlat Application (see attach 1) will combine Lots 1 & 2, Block 28 town of Peculiar into one (1) Lot: Lot 1-A. The Future Lane Use Map of the City’s Comprehensive Plan, identifies this area as Commercial; this proposal does not conflict with this identified land use or any other Planning & Development policies of the City of Peculiar.

2. **The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety and accessibility of emergency vehicles and equipment;**
 - a. The RePlat application to combine Lots 1 & 2, Block 28 town of Peculiar into one (1) Lot: Lot 1-A, has no impact upon City services. Site access is not changed or altered by this proposed RePlat and it will not be detrimental with regard to surrounding traffic flow, pedestrian safety nor accessibility of emergency vehicles and equipment on Main Street.

3. **Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**
 - a. This RePlat application creates no increase in demand upon the existing roads, streets, water supply, sanitary sewerage or storm sewerage.

4. **Compatibility of the proposed district classification with nearby properties;**
 - a. 160 N. Main Street (Grandpa’s Greenhouse) is zoned A-C, Arts and Culture District. There is no ReZoning proposed (or needed) for this property and all the surrounding properties have the same District A-C zoning.

5. **If vacant, the length of time the property has remained vacant as zoned.**
 - a. The commercial structure at 160 N. Main Street was build in 1950; the property is not vacant.

STAFF COMMENTS AND SUGGESTIONS

None.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review the RePlat Application of the South 72.00’ of Lots 1 & 2, Block 28 town of Peculiar, Cass County, Missouri to Grandpa’s Greenhouse Lot 1-A submitted by Mr. Richard Smit and consider a recommendation for approval.

ATTACHMENTS

1. RePlat Application of the South 72.00’ of Lots 1 & 2, Block 28, town of Peculiar, Cass County, Missouri to Grandpa’s Greenhouse Lot 1-A.
2. Ordinance to Approve the RePlat of Lots 1 & 2, Block 28, town of Peculiar, Cass County, Missouri to Grandpa’s Greenhouse Lot 1-A.

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

Final Plat

of

"Grandpa's Greenhouse Lot 1-A"

being a Re-Plat of the South 72.00'
of Lots 1 & 2, Block 28
in the town of Peculiar, Cass County, Missouri

Record Description: BOOK 3129, PAGE 144 LOTS 1 AND 2, EXCEPT THE NORTH 68 FEET THEREOF, IN BLOCK 28, IN THE TOWN OF PECULIAR, CASS COUNTY, MISSOURI.

Description:

A TRACT OF LAND DESCRIBED IN BOOK 3129, AT PAGE 144, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF LOTS 1 AND 2, BLOCK 28, IN THE TOWN OF PECULIAR, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF LOT 1, IN BLOCK 28, AFORESAID, RUN THENCE SOUTH 00°04'00" WEST ALONG THE EAST LINE THEREOF, 68.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 00°04'00" WEST ALONG THE EAST LINE OF SAID BLOCK 28, 72.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 28, IN THE TOWN OF PECULIAR, CASS COUNTY, MISSOURI; THENCE NORTH 00°04'00" EAST ALONG THE WEST LINE OF SAID LOT 2, 72.00 FEET; THENCE EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 3600 SF OR 0.08 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.

Dedication:

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "GRANDPA'S GREENHOUSE, LOT 1-A". IT SHALL BE A SUFFICIENT DESCRIPTION OF THE LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "GRANDPA'S GREENHOUSE, LOT 1-A".

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF PECULIAR, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (UE).

THE USE OF ALL LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

Owner's Certificate:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 2016.

STATE OF _____ }
COUNTY OF _____ } SS

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2016, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____

_____, TO ME, PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

(SEAL)

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

APPROVED: THE CITY PLANNING COMMISSION OF PECULIAR, MISSOURI.

SIGNED: _____
CHAIRMAN

DATE: _____

APPROVED: THE CITY COUNCIL OF PECULIAR, MISSOURI.

SIGNED: _____
MAYOR

DATE: _____

ATTEST: _____
CITY CLERK

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

THE FIELD WORK WAS COMPLETED ON APRIL 22, 2016; AND 7-20-16 FOR REVISION.

REVISED: 7-21-16 TO REMOVE LOT 3, BLOCK 28 IN THE TOWN OF PECULIAR.

FOR: MR. RICHARD SMITH P.O. BOX 328, PECULIAR, MO. 64078

Bowers Engineering & Surveying, Inc.

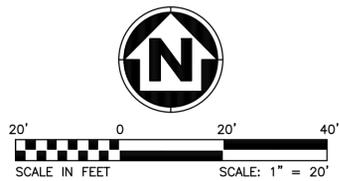
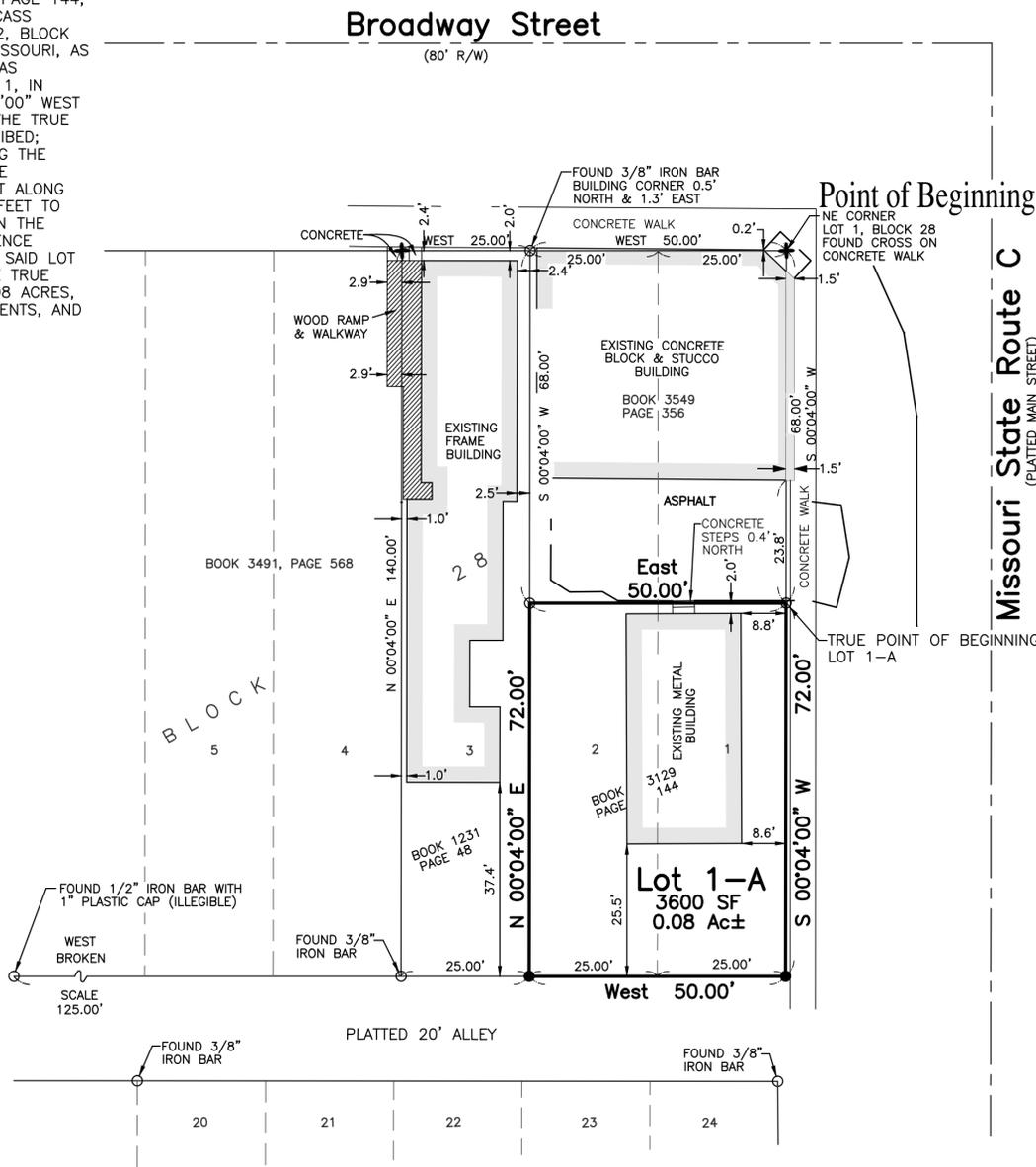
P.O. BOX 71
106 E. PEARL STREET
HARRISONVILLE, MISSOURI 64701
ENGINEERING: 816.380.2600 SURVEYING: 816.380.4821

| SECTION | TOWNSHIP | RANGE | COUNTY | STATE | DATE | JOB NO. |
|---------|----------|-------|--------|----------|---------|----------|
| 16 | 45 | 32 | CASS | MISSOURI | 7/21/16 | 21287-16 |

DRAWING NO. 21287FP REV.DWG DRAWN BY: RB CHECKED BY: TSB
PROFESSIONAL ENGINEERING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2002003141
PROFESSIONAL LAND SURVEYING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2008025770



TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
MO LS 2616



- = FOUND 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED BOWERS SURVEY LLC, UNLESS NOTED OTHERWISE.
- = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED PLS 2616.
- ⊕ = CHISELED CROSS IN CONCRETE.

Notes:

BEARINGS SHOWN ARE BASED ON AN ASSUMED BEARING OF EAST-WEST ALONG THE NORTH LINE OF BLOCK 28, IN THE TOWN OF PECULIAR, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED.

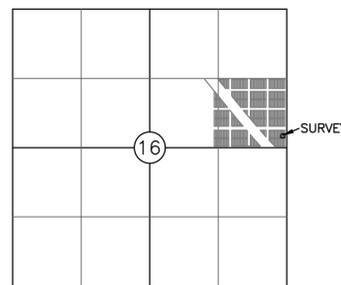
THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

RECORD TITLE AND EASEMENT INFORMATION WERE NOT PROVIDED BY THE CLIENT.

THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, CONTACT THE APPROPRIATE AGENCIES.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.



LOCATION MAP
SECTION 16, TOWNSHIP 45, RANGE 32
CASS COUNTY, MISSOURI
SCALE: 1" = 2000'

BILL NO. 2016-13
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF GRANDPA'S GREENHOUSE LOT 1-A BEING A RE-PLAT OF THE SOUTH 72.00' OF LOTS 1 & 2, BLOCK 28 IN THE TOWN OF PECULIAR, CASS COUNTY, MISSOURI SUBMITTED BY MR. RICHARD SMITH.

WHEREAS, Mr. Richard Smith has requested approval of the RePlat of the South 72.00' of Lots 1 & 2, Block 28 in the Town of Peculiar, Cass County, Missouri and the Owner has met the requirements for this RePlat; and

WHEREAS, the Planning Commission held a Public Hearing on July 14th, 2016, for this RePlat request and subsequent to that hearing has recommended approval of the RePlat request to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a Public Hearing on August 1st, 2016 to receive public comment relative to the RePlat of the South 72.00' of Lots 1 & 2, Block 28 in the Town of Peculiar, Cass County, Missouri to Grandpa's Greenhouse Lot 1-A, and no formal protests were received or heard.

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

Section 1. The RePlat of the South 72.00' of Lots 1 & 2, Block 28 in the Town of Peculiar, Cass County, Missouri to Grandpa's Greenhouse Lot 1-A, in the City of Peculiar submitted by Richard Smith is hereby approved.

Section 2. The amendment of the City of Peculiar's Future Land Use Plan (of the City's Comprehensive Plan) to reflect this change is hereby approved.

Effective Date. The effective date of this Ordinance shall be the _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2016, 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
Joseph G. Lauber

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: Clifford L. McDonald
Date: August 1st, 2016
Re: Renewal, Contract Service Agreement with IBTS (Institute for Building Technology and Safety) for Project Design Review, Construction Inspection and City Planning Services.

GENERAL INFORMATION

Applicant: City Staff

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider authorizing the Mayor to renew the two (2) year Service Agreement with IBTS to provide On-call Project Design Review, Construction Inspection and City Planning Services by approving the attached Resolution.

Date of Application: August 1st, 2016

Purpose: For the Board of Aldermen to consider renewing the Service Agreement with IBTS and consider a recommendation for approval.

Property Location (if applicable): City wide.

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

On August 1st, 2014 the Board of Aldermen approved a two (2) year Service Agreement with IBTS for Project Design Review, Construction Inspection and City Planning Services; this Agreement expires on July 31st, 2016.

KEY ISSUES

The City needs to position itself and prepare for substantial Commercial and Industrial growth when the new Peculiar Way & I-49 Intersection is completed. Desired growth and construction in this area could easily exceed the resources available from City Staff. To ensure necessary design review and construction inspection services are available for both large scale and rapid development, City Staff recommended contract services with IBTS (Institute for Building Technology and Safety) thru MARC (Mid America Regional Council) to provide these resources.

The attached Service Agreement from IBTS being presented for the Board's consideration will ensure these construction & inspection resources remain available to the City of Peculiar for the next two (2) years.

STAFF COMMENTS AND SUGGESTIONS

- There is no change/increase to the Fee Schedule, it remains the same as two years ago.
- The City has been utilizing IBTS inspection services extensively since the first of March, 2016. Currently IBTS is providing inspection services for:
 - 27 Single Family Dwelling, and
 - 7 Multi-family Dwelling units.
- The response time from IBTS for inspections has been admirable. The only complaint received from a contractor dealt with the inspection for a sewer tap; due to open trenches these are best performed by City Staff.

STAFF RECOMMENDATION

Staff recommends the City renew the Service Agreement with IBTS for another two (2) years, and contract for the Seven (7) Services identified in Section 3.0, Service Selection.
(see attachment 1).

ATTACHMENTS

1. Cooperative Service Agreement Between IBTS and the City of Peculiar
2. Resolution to Approve 2 Year Service Agreement with IBTS

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

Service Agreement

Between

IBTS

and

The CITY OF PECULIAR, MISSOURI

AUGUST 1ST, 2016

On this 1st day of August, 2016, the CITY OF PECULIAR, Missouri, herein after referred to as "Jurisdiction", located at 250 S. Main Street Peculiar, MO, 64078 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, the Mid-America Regional Council (MARC), along with IBTS and has made available to the Jurisdiction for consideration regional building code services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local Jurisdictions and regional councils by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Jurisdiction recognizes the safety and other energy benefits from code compliance of residential and commercial structures; and

WHEREAS, Jurisdiction desires to participate in the regional services negotiated by MARC with IBTS:

NOW THEREFORE, in consideration of the above, Jurisdiction hereby enters into this cooperative purchase agreement made available through the Kansas City Regional Purchasing Cooperative (KCRPC) program for the services described below:

In consideration of the mutual agreements contained herein, Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"MARC/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Master Agreement for the building department services project.

"Advisory Committee" refers to the Oversight Advisory Committee established by MARC. The Advisory Committee consists of representatives of participating Jurisdictions and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building code department permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdictions" refers to city, county and other governmental organizations in the states of Kansas and Missouri.

"Master Agreement" refers to the agreement entered into by MARC and IBTS for the purposes of defining key elements of the regional approach to the building department services project (also called MARC/IBTS Project or Project) and the responsibilities of both parties.

“Services Agreement” refers to this agreement entered into by a Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through the Kansas City Regional Cooperative Purchasing program (KCRPC). Any Jurisdiction in the states of Kansas and Missouri can enter into a Service Agreement with IBTS as a result of this Master Agreement.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Master Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the Jurisdiction:

- HJS* : Building Code Department Services & Fees, Attachment B
- : Flood Plain Services & Fees, Attachment C
- HJS* : Accessibility Code Services & Fees, Attachment D
- HJS* : Fire Code Review & Inspection Services & Fees, Attachment E
- HJS* : Storm water Services & Fees, Attachment F
- HJS* : FIT® Permitting Software & Fees, Attachment G
- : Energy Management & Green Building Services & Fees, Attachment H
- HJS* : Planning & Zoning Services & Fees, Attachment I
- : Property Maintenance Services, Attachment J
- : Wastewater Review, Attachment K
- HJS* : Residential Building Inspector, Attachment L

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Property Maintenance Services, Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by MARC, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Master Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Master Agreement as described in Section 15.0 – Agreement Modification.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

The Jurisdiction will collect all the fees required in order to pay the fees invoiced by IBTS. The Jurisdiction will be responsible for collecting all fees, fines and violations associated with Property Maintenance services. IBTS will invoice the city on a monthly basis for all services provided.

6.1 PAYMENT TERMS AND PROCESS

Jurisdiction will receive all fees associated with the services provided for the Jurisdiction. Jurisdiction will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services.

Jurisdiction agrees to pay IBTS for services provided and according to the attached fee schedules. Jurisdiction agrees to pay IBTS for services provided with 45 working days of receipt of invoice from IBTS.

Invoice For Plan Reviews and Inspections – IBTS will invoice the Jurisdiction within 10 days of the end of the month in which services was provided. IBTS will invoice the Jurisdiction only for services provided and requested by the Jurisdiction. Within 45 working days of the end of the month, Jurisdiction will make payment to IBTS for the invoice amount. A report will be attached to the invoice containing the Jurisdiction’s approved time sheet.

7.0 TERM OF AGREEMENT

Subject to annual appropriation, this two-year Service Agreement term shall begin on August 1st, 2016, and shall end on July 31st, 2018. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

Minimum Commitment for Residential Building Inspection Services – Services provided by IBTS under Attachment L are provided with the minimum of a three month commitment. Services will continue beyond the three months initial commitment for monthly periods with a 30 day notice to IBTS.

8.0 REFERENCES

The jurisdiction understands they are purchasing the services initialed in Section 3.0 Service Selection and agree to all terms listed herein, as well as the conditions and terms as described in the Master Agreement between IBTS and the Mid America Regional Council.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will, if not in existence, pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to

enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts Administrator
45207 Research Place
Ashburn, VA 20147

CITY OF PECULIAR, MISSOURI
Attn: Clifford L. McDonald
250 S. Main Street
Peculiar, MO 64078

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Greg Seldon, Director
45207 Research Place
Ashburn, VA 20147

CITY OF PECULIAR, MISSOURI
Attn: Clifford L. McDonald
250 S. Main Street
Peculiar, MO 64078

12.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the Master Agreement and third priority shall be given to the provisions of the IBTS Scope of Services as described in the following Attachments and any amendments.

13.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this ____ day of _____, 2016.

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Jurisdiction:
Printed Name: Holly Stark
Title: Mayor

Signature: _____
Date: _____

A1.0 AUGMENTATION SERVICES

IBTS will provide labor only staff to deliver the services called for in this agreement on a specific instance as requested by the jurisdiction. The fees, per staff are outlined in each of the following attachments that describes services delivered.

IBTS will work with the jurisdiction to represent the city in the best manner possible by wearing uniforms with the jurisdiction's city seal, name and information as appropriate on the uniform. IBTS will can also place the city's seal and department name on IBTS¹ vehicles to identify the department(s) of the city being represented.

All fees for augmentation services are shown in the individual service fee schedules.

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online FIT® permitting system.

Permit Applications

Citizens/contractors may go to each Jurisdiction's city hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS FIT® software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the Jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the FIT® software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the FIT® software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

B2.0 BUILDING CODE DEPARTMENT FEES

| RESIDENTIAL FEE SCHEDULE | | | | | |
|---------------------------------|---------------|---|--------------------------|--|---|
| ITEM | SQ.FT. | Jurisdiction Suggested Permit Fees | IBTS Plan Reviews | IBTS Inspections | MARC Handling |
| New Construction | 0-3,000 | n/a | \$250.00 | \$625.00 | 1.5% of plan review and inspection fees retained by MARC. |
| | 3,001-5,000 | | \$390.00 | | |
| | >5,001 | | \$490.00 | | |
| New Modular | ALL | | \$150.00 | \$250.00 | |
| New Addition/ Remodel | 0-2,000 | | \$390.00 | \$250.00 | |
| | 2,001-5,000 | | \$565.00 | | |
| | 5,001 > | | \$765.00 | | |
| New Manufactured Housing | ALL | | n/a | \$250.00 | |
| New Detached Accessory | ALL | | \$165.00 | \$300.00 | |
| New Portable Building | ALL | | \$75.00 | \$150.00 | |
| Structure Relocation (Move) | ALL | \$185.00 | \$250.00 | | |
| Swimming Pool | ALL | \$165.00 | \$300.00 | See Master Agreement for full details. | |
| MISCELLANEOUS | SQ.FT. | Jurisdiction Suggested Permit Fees | IBTS Plan Reviews | IBTS Inspections | MARC Handling |
| 1st Re-Inspection | n/a | n/a | n/a | n/a | 1.5% of plan review and inspection fees retained by MARC. |
| 2nd Re-Inspection | | n/a | | \$90.00 | |
| 3rd Re-Inspection | | n/a | | \$150.00 | |
| Roofing Inspection | | Suggested Permit Fees are \$25 each | | \$100.00 | |
| Electrical Meter Change | | | | \$75.00 | |
| Mechanical Trade Inspection | | | | \$75.00 | |
| Electrical Trade Inspection | | | | \$75.00 | |
| Plumbing Trade Inspection | | | | \$75.00 | |
| Demolition | | | | \$75.00 | |
| Change of Occupancy | | | | \$75.00 | |
| Change of Contractor | | | | n/a | |
| Permit Extensions | | | | n/a | |
| Decks | | | | \$150.00 | |
| Temporary Pole | | \$75.00 | | | |
| All Stop Work Orders | | n/a | | | |
| Re-Roof | | \$150.00 | | | |
| Flood Determination Review | | \$65.00 | | | |
| | | | | \$250.00 | |
| | | \$25 | | | |
| | | n/a | | | |

COMMERICAL BUILDING CODE FEE SCHEDULE

| GROUPS | OCCUPANCY | SQUARE FOOTAGE | | JURISDICTION SUGGESTED PERMIT FEES | IBTS CODE REVIEW FEE (INCLUDES 1 REJ. REVIEW) | IBTS 3rd PLAN REVIEW | IBTS CODE INSPECTION FEE | MARC HANDLING FEES | |
|----------------------|--|----------------|---------|------------------------------------|---|----------------------|------------------------------------|--|------------|
| | | Minimum | Maximum | | | | | | |
| A | ASSEMBLY | 0 | 2,500 | \$100.00 | \$385.00 | \$175.00 | \$1,250.00 | 1.5% of plan reviews and inspections; \$300 maximum See Master Agreement for full details | |
| | | 2,501 | 4,500 | | \$650.00 | | \$1,300.00 | | \$1,500.00 |
| | | 4,501 | 10,000 | | \$1,850.00 | | | | \$300.00 |
| | | 10,001 | 50,000 | | \$3,250.00 | \$4,000.00 | | | |
| | | 50,001 | 100,000 | | \$4,500.00 | \$8,500.00 | | | |
| | | 100,001 | 300,000 | | \$4,500 + .01 sq.ft. over 300,000 | \$500.00 | \$8,500 + .01 sq.ft. over 300,000 | | |
| | | 300,001 + | | | | | | | |
| 1-2, 1-3 | HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) | 0 | 2,000 | \$100.00 | \$385.00 | \$125.00 | \$1,000.00 | | |
| | | 2,001 | 5,000 | | \$650.00 | | \$1,300.00 | | \$1,500.00 |
| | | 5,001 | 10,000 | | \$1,650.00 | | | | \$200.00 |
| | | 10,001 | 20,000 | | \$2,450.00 | \$4,095.00 | | | |
| | | 20,001 | 30,000 | | \$3,475.00 | \$5,265.00 | | | |
| | | 30,001 | 50,000 | | \$4,275.00 | \$7,020.00 | | | |
| | | 50,001 | 100,000 | | \$5,500.00 | \$11,700.00 | | | |
| | | 100,001 | 300,000 | | \$5,500 + .01 sq.ft. over 300,000 | \$325.00 | \$21,000.00 | | |
| | | 300,001 + | | | | | \$21,000 + .01 sq.ft. over 300,000 | | |
| M & B | BUSINESS OR MERCANTILE | 0 | 3,000 | \$100.00 | \$415.00 | \$125.00 | \$750.00 | | |
| | | 3,001 | 10,000 | | \$825.00 | | \$1,550.00 | \$1,755.00 | |
| | | 10,001 | 30,000 | | \$2,225.00 | | | \$200.00 | \$2,575.00 |
| | | 30,001 | 80,000 | | \$3,000.00 | \$4,650.00 | | | |
| | | 80,001 | 150,000 | | \$5,125.00 | \$9,900.00 | | | |
| | | 150,001 | 300,000 | | \$5,125 + .01 sq.ft. over 300,000 | \$14,625.00 | | | |
| | | 300,001 + | | | | | \$14,625 + .01 sq.ft. over 300,000 | | |
| E & 1-4 | EDUCATIONAL & DAYCARE | 0 | 5,000 | \$100.00 | \$650.00 | \$175.00 | \$1,500.00 | | |
| | | 5,001 | 10,000 | | \$1,150.00 | | \$1,900.00 | \$1,875.00 | |
| | | 10,001 | 30,000 | | \$3,150.00 | | | \$300.00 | \$4,365.00 |
| | | 30,001 | 80,000 | | \$4,900.00 | \$9,945.00 | | | |
| | | 80,001 | 150,000 | | \$7,850.00 | \$17,550.00 | | | |
| | | 150,001 | 300,000 | | \$7,850 + .01 sq.ft. over 300,000 | \$500.00 | \$43,875.00 | | |
| | | 300,001 + | | | | | \$43,875 + .01 sq.ft. over 300,000 | | |
| F1, F2, S1,S2, & U | INDUSTRIAL OR STORAGE | 0 | 10,000 | \$100.00 | \$550.00 | \$125.00 | \$750.00 | | |
| | | 10,001 | 20,000 | | | | \$750.00 | | |
| | | 20,001 | 50,000 | | | | \$1,250.00 | | |
| | | 50,001 | 100,000 | | | | \$1,250.00 | | |
| | | 100,001 | 200,000 | | | | \$1,250.00 | | |
| | | \$200,001 + | | | \$550 + .01 sq.ft. over 200,000 | | \$1,250 + .01 sq.ft. over 200,000 | | |
| H1, H2, H3, H4, & H5 | HIGH HAZARD | 0 | 2,000 | \$100.00 | \$725.00 | \$125.00 | \$1,000.00 | | |
| | | 2,001 | 5,000 | | \$1,100.00 | | \$1,200.00 | | |
| | | 5,001 + | | | \$1,100 + .02 sq.ft. over 5,000 | | \$1,200 + .01 sq.ft. over | | |

| | | | | | | | |
|---------------------------|---|-----------|---------|----------|-------------------------------------|-------------|---------------------------------------|
| | | | | | | 5,00 | |
| R1, R2, R3, R4, I-1 | HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES | 0 | 2,500 | \$100.00 | \$550.00 | \$150.00 | \$1,500.00 |
| | | 2,501 | 10,000 | | \$1,250.00 | | \$1,872.00 |
| | | 10,001 | 30,000 | | \$1,800.00 | | \$4,680.00 |
| | | 30,001 | 50,000 | | \$3,250.00 | | \$9,945.00 |
| | | 50,001 | 150,000 | | \$4,200.00 | \$17,550.00 | |
| | | 150,001 | 300,000 | | \$5,425.00 | \$43,875.00 | |
| | | 300,001 + | | | \$5,425 + .01 sq.ft. over 300,00 | \$225.00 | 43,875 + .01 sq.ft. over 300,00 |

| BUILDING DEPARTMENT SERVICES AUGMENTATION FEE SCHEDULE | | MARC FEES |
|--|--|---|
| Residential Plan Reviews | See residential plan review fee schedule | 1.5% of plan reviews |
| Residential Inspections | \$100 per inspection | 1.5% of inspections |
| Commercial Plan Reviews | See commercial plan review fee schedule | 1.5% of plan reviews; \$300 maximum |
| Commercial Inspections | \$175 per inspection | 1.5% of plan reviews and inspections; \$300 maximum |

C1.0 FLOOD PLAIN SERVICES

IBTS will provide Flood Plain Enforcement (reviews and inspections), Flood Plain Administration (data management and maintenance), and other Flood Plain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, Letter Of Map Revisions) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction’s local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor.

IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOOD PLAIN SERVICES FEE SCHEDULE

| TYPE | IBTS FEES* | MARC HANDLING FEES** |
|----------------------------|-------------------|-----------------------------|
| All residential structures | \$65.00 each | 1.5% |
| All commercial structures | \$125.00 each | 1.5% |

**Fees applicable for augmentation services*

***1.5% of IBTS fees*

D1.0 ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional review may be necessary?

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

All accessibility reviews and inspections will be documented and recorded in the FIT® Permitting System software. Each review and inspection report will be available from any web-enabled access devise such as internet tablets and pads.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Built-In Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Plan Review Only: Should an applicant desire to have reviews only conducted on a commercial structure, the following fees are applicable.

| TYPE | IBTS FEES* | MARC HANDLING FEES** |
|---|-------------------|-----------------------------|
| All Commercial Structures, <5,000 sq. ft | \$500.00 each | 1.5% |
| All Commercial Structures, 5,001 – 25,000 sq.ft | \$800.00 each | 1.5% |
| All Commercial Structures, 25,001 – 100,000 sq.ft | \$1,350.00 each | 1.5% |
| All Commercial Structures, >100,001 sq.ft | \$1,600.00 each | 1.5% |

**Fees applicable for augmentation services*

***1.5% of IBTS fees*

E1.0 FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online FIT® permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the FIT® software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

| FIRE CODE FEE SCHEDULE | | | | | |
|------------------------|--|----------------|-----------------------|---------------------------|---|
| GROUPS | OCCUPANCY | SQUARE FOOTAGE | IBTS FIRE REVIEW FEE* | IBTS FIRE INSPECTION FEE* | MARC Handling Fee |
| A | ASSEMBLY | ALL | \$500.00 | \$500.00 | 1.5 % of Plan Review and Inspection Fees. |
| I-2, I-3 | HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) | ALL | \$500.00 | \$500.00 | |
| M & B | BUSINESS OR MERCANTILE | ALL | \$500.00 | \$500.00 | |
| E & 1-4 | EDUCATIONAL & DAYCARE | ALL | \$500.00 | \$500.00 | |
| F1, F2, S1, S2, & U | INDUSTRIAL OR STORAGE | ALL | \$250.00 | \$500.00 | See agreement for more details. |
| H1, H2, H3, H4, & H5 | HIGH HAZARD | ALL | \$500.00 | \$500.00 | |
| R1, R2, R3, R4, I-1 | HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES | ALL | \$500.00 | \$500.00 | |

**Fees applicable for augmentation services*

F1.0 STORM WATER SERVICES

IBTS will provide Storm Water Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating storm water pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Master Plans as allowable by regulations. The Master Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Master SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that storm water pollution plans are in place and remain effective after the rainfall event.

F2.0 STORM WATER SERVICE FEES

F2.1 When IBTS provides complete building code department services, fees for storm water reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B

F2.2 Fees for augmentation services are below

| STORM WATER AUGMENTATION SERVICE FEES | | |
|--|-------------------|---------------------------|
| TYPE | IBTS FEES* | MARC HANDLING FEES |
| All residential structures | \$150.00 each | 1.5% |
| All commercial structures | \$300.00 each | 1.5% |

**Fees applicable for augmentation services*

G1.0 FIT® Software

IBTS will use its proprietary FIT® permitting software in the execution of these services when a jurisdiction selects IBTS to provide Building Code Department Services. The configuration of fees and permit types will be based upon the negotiated types and fees as described in the Master Agreement, Service Agreement and the Agreement Attachments thereof.

G1.1 – FIT® Permitting Software At No Cost: IBTS will provide its proprietary FIT® Permitting Software to jurisdictions that elect to use IBTS as their Building Code Department Service provider as described in the Master Agreement, Service Agreement and the attachments thereof.

G1.2 – FIT® Permitting Software For Lease: Should a jurisdiction elect to use only IBTS' FIT® Permitting Software, and no other services, MARC has negotiated specific fees for the lease of the software only. Jurisdiction and/or user will be required to work directly with IBTS to execute a separate Software Licensing Agreement based upon the below FIT® Fee Schedule.

The standard configuration of fees and permit types, as described in the Master Agreement, Service Agreement and Agreement Attachments are included in the "Standard Configuration Fees." Any additional configuration or changes outside the standard configuration for fees and permit types to the FIT® software is considered customization and will require additional time, labor, and materials subject to additional fees.

Jurisdiction will be required to pay for configuration costs, handling fees as well as a per permit usage fees for hosting, bandwidth and digital storage as shown below.

IBTS will provide FIT® software that provides, at a minimum, the following features:

A web-based permitting system that allows for:

- Online applications
- Online permit payments
- Online permit tracking
- Automatic notification when
 - The permit application is submitted and payments are received
 - Plan reviews are completed
 - Permits are issued (along with the permit being provided)
 - Inspection results and reports are complete
 - Certificates of Occupancy (CO) are issued
- An applicant portal that can:
 - Upload drawings, specifications and attach to the application
 - Request inspections
 - Print receipts, applications, permits, inspection reports and certificates of occupancy
 - Upload flood plain, storm water and other construction documents
- User role based functionality
- Provides transparent checks and balances
- Provides live, real-time reporting
- Access to all documents attached to the permit

IBTS Technology Services Department will also work closely with each jurisdiction to develop the necessary links from their respective websites to FIT® so that citizens and contractors alike can easily access the permitting system.

G2.0 – FIT® Permitting Software Fees

| FIT® PERMITTING SOFTWARE | IBTS FEE | MARC Handling Fee* |
|--|----------------|--------------------|
| FIT® Standard Configuration Fee Per Jurisdiction | \$4,000.00 | \$60.00 each |
| FIT® Customization Fee | \$150.00/ hour | 1.50% |
| FIT® Per Permit Usage Fee (0-500 permits) | \$5.00 each | |
| FIT® Per Permit Usage Fee (501-2,500 permits) | \$4.00 each | |
| FIT® Per Permit Usage Fee (>2,500 permits) | \$2.00 each | |

**1.5% of IBTS fees*

G3.0 – FIT SERVICE AGREEMENT

FIT® SOFTWARE SERVICE AGREEMENT Welcome to FIT®

THIS LEGAL AGREEMENT BETWEEN YOU AND IBTS GOVERNS YOUR USE OF THE FIT® PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS.

IBTS is the provider of the Service, which permits you to utilize certain internet services, including all modules and portals, and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you commence using FIT® services, your data/information will be automatically sent to and stored by IBTS. "IBTS" as used herein means:

- IBTS HQ Ashburn, VA, located at 45207 Research Place, Ashburn, VA 20147;
- IBTS Austin, TX, located at 8705 Shoal Creek, Suite 214, Austin, Texas 78757;
- IBTS Bossier City, LA, located at 707 Benton Road, Suite 100, Bossier City, LA 71111;
- IBTS Houston, TX, located at 820 Lawrence Road, League City, Texas 77573;
- IBTS Kansas City, TX, located at 600 Broadway St, Suite 300, Kansas City, MO 64105;
- IBTS Somerset, PA, located at 421 Georgian Place, Somerset, Pennsylvania 15501;
- IBTS Troy, NY, located at 120 Defreest Drive, Troy, NY 12180; and,
- IBTS Washington, DC, located at 7059 Blair Road NW, Suite 200, Washington, DC 20012.

REQUIREMENTS FOR USE OF THE SERVICE

The Service is available to selected jurisdiction staff and all city individuals based on roles. Use of the Service requires compatible computers, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. IBTS reserves the right to limit the number of Accounts that may be associated with any field-grade inspection device. Internet access is necessary for use. The latest version of required software/browser is recommended to access the Service and may be required for certain transactions or features. Meeting these requirements, which may change from time to time, is your responsibility.

Use of Location-based Services

IBTS and licensors may provide certain features or services through the Service that rely upon device-based location information, which use GPS (where available), along with crowd-sourced Wi-Fi hotspot and cell tower locations. To provide such features or services, where available, IBTS and licensors must collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to IBTS's and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service (GPS Routing, etc.), you agree and consent to IBTS and licensors transmitting, collecting, using, processing and maintaining information related to your FIT® account (“Account”), and any devices registered thereunder, for purposes of providing such location-based service or feature to you, and use of your location data and location search queries to provide and improve location-based and road traffic-based products and services. Such information may include, but is not limited to, your IBTS ID, device ID and name, device type and real-time geographic location of your device at time of your request. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. IBTS shall use reasonable skill and due care in providing the Service, IBTS does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

Stolen Field-Grade Equipment/Devices

IBTS employs anti-theft software on all field-grade equipment/devices that it sells, or leases. When your field-grade equipment/device is lost or stolen, it can be remotely and immediately disabled. And, if your field-grade equipment/device is recovered, all data can be quickly reactivated to full functionality.

Limitations on Use

You agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens IBTS's ability to provide the Service or other systems, IBTS shall be entitled to take all reasonable steps to protect the Service and IBTS's systems, which may include suspension of your access to the Service.

Fees

The Service accepts credit cards, certain payment accounts, and checks for payment. IBTS may obtain preapproval for an amount up to the amount of the transaction. Billing occurs at the contractually agreed upon times.

YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES. All fees will be billed to the jurisdiction, or office you designate, at regularly scheduled times. If IBTS is unable to successfully collect payment for fees due, IBTS reserves the right to revoke or restrict access to your stored Content, or terminate your services.

Account Information and Billing Inquiries

You may consult your jurisdiction-specific contract for details on your Account information including payment method and billing cycles. IBTS will send an electronic invoice to your designated billing recipient email address. If you believe you have been billed in error for the Service please notify us immediately at info@ibts.org.

Changes in Per Case Use Costs

Per Case Use Cost changes and institution of new charges implemented during your Service billing year will apply to subsequent billing years and to all new applicable permits after the effective date of the change.

Your Use of the Service / Your Account

As a registered user of the Service, you shall be provided with an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify IBTS of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for JURISDICTION use and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, IBTS shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your IBTS ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service, and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that IBTS may store and use the Service Registration Data you provide for use in maintaining and billing fees to your jurisdiction.

Additional Obligations or Terms of Use

Particular modules or features of the Service provided by IBTS and/or its licensors, including but not limited to the ability to use inspection forms on an Apple iPad, require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an IBTS ID, email address, domain name, or similar resource used by you in connection with the Service.

No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

IBTS Privacy Policy

You understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with IBTS's Privacy Policy. You further consent and agree that IBTS may collect,

use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by IBTS when you use the Service may also include technical or diagnostic information related to your use that may be used by IBTS to support, improve and enhance IBTS's products and services.

Content and Your Conduct

Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, photographs, images, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not IBTS, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. IBTS does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person, entity, another FIT® user, an IBTS employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity; and, or
- c. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement.

Access to Your Account and Content

IBTS reserves the right to take steps IBTS believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that IBTS may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as IBTS believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of IBTS, its users, a third party, or the public as required or permitted by law.

Content Submitted or Made Available by You on the Service

Trademark Information

IBTS, the IBTS logo, FIT®, the FIT® logo and other IBTS trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of IBTS in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices that may be affixed to or contained within the Service.

Software

IBTS's Proprietary Rights

You acknowledge and agree that IBTS and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You

agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

Indemnity

You agree to defend, indemnify and hold IBTS, directors, officers, employees, agents, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by IBTS as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another.

Notices

IBTS may provide you with notices regarding the Service, by email to your account email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and IBTS shall be governed by the laws of the State of Kansas. You and IBTS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Johnson, Kansas, to resolve any dispute or claim arising from this Agreement.

General

This Agreement constitutes the entire agreement between you and IBTS, governs your use of the Service and completely replaces any prior agreements between you and IBTS in relation to the Service. You may also be subject to additional terms and conditions that may apply. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of IBTS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

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H1.0 ENERGY AND GREEN BUILDING SERVICES

IBTS will provide Energy Management and Green Building Services as described herein. These services are provided by IBTS to the Jurisdiction on an as request basis and requires coordination between the Jurisdiction, IBTS and MARC to gather and understand the exact needs.

For each request, IBTS agrees to develop, the necessary programs that are solicited by the jurisdiction. IBTS will perform reviews and necessary on-site visits as specified herein and as may be required for each individual project. IBTS will coordinate all service delivery efforts with MARC to ensure that same or similar energy services are made available to all other MARC members.

Service categories being provided by IBTS include:

- Energy Savings Performance Services
- Building Energy Portfolio Programs
- Green / LEED / HERS / Energy Star Services
- Building Energy Envelope & Air Barrier Inspections/Testing
- Energy Efficiency Program Development
- Solar Photovoltaic Quality Assurance

IBTS will provide a detailed Technical Proposal for any Energy Management and Green Building Services selected by the Jurisdiction; fees will be based upon the below fee schedule.

| ENERGY EFFICIENCY SERVICE FEES | IBTS FEE | MARC Handling Fees |
|--|------------------------|------------------------|
| Energy Efficiency Project Manager | \$130.00 / hour | See below ¹ |
| Energy Efficiency Commercial Auditors / Inspectors | \$120.00 / hour | |
| Energy Efficiency Residential Auditors / Inspectors | \$90.00/ hour | |
| LEED Commercial Verifications | \$120.00 / hour | |
| LEED for Homes Residential Verification | \$2,500.00 each | 1.5 % |
| Green Verification for Commercial | \$90.00 / hour | 1.5% |
| Green Verification for Residential | \$925.00 each | 1.5 % |
| Residential Energy Star® Verification | \$1,000.00 each home | 1.5 % |
| Commercial Energy Star® Verification | \$90.00 / hour | See below ¹ |
| <i>** All services are quoted separately and quotes are based upon the specific needs of each jurisdiction. IBTS will provide energy efficiency services pricing tailored to jurisdiction requirements and preferred fee structures.</i> | | |
| ¹MARC Handling Fee For Energy Services | | |
| Handling Fees for projects less than \$25,000.00 | \$250.00 per project | |
| Handling Fees for projects from \$25,000.00 to \$100,000.00 | \$500.00 per project | |
| Handling Fees for projects from \$100,000.01 to \$500,000.00 | \$750.00 per project | |
| Handling Fees for projects over \$500,000.01 | \$1,000.00 per project | |

11.0 PLANNING AND ZONING MANAGEMENT

IBTS will provide Planning and Zoning Management solutions focus on the utilization of contemporary ideas and technology within a small town and rural context. IBTS will coordinate efforts with the JURISDICTION Planning & Zoning Commission to administrate the following:

- Zoning Code Interpretation
- Zoning Review and Enforcement
- Planning and Zoning Commission Support
- Zoning Code Recommendation
- Zoning Code Implementation
- Parcel Map Digitization (if selected)
- Zoning Map Creation and Maintenance (if selected)

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

13.0 PLANNING AND ZONING ORDINANCE REVIEW

IBTS will review and recommend revisions as necessary to the current adopted Zoning code. IBTS will assess the current character and desires of the JURISDICTION to revise the code appropriately. IBTS will develop, implement, manage and conduct planning and zoning activities for the JURISDICTION. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, City Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

13.0 GEOGRAPHICAL INFORMATION SERVICES (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the JURISDICTION administer the zoning ordinance. IBTS can assist in this endeavor and recommends the city contact the Mid America Regional Council for creation of this map. A digital parcel map can aid in the following:

- Creation of zoning map
- Basis for future land use analysis
- Regeneration of base tax map to recoup lose tax revenue
- Cost efficient Communication

14.0 PLANNING & ZONING FEES

| Description | Processing Fee* | Ad Fee* | MARC Fees |
|--|---|-----------------------|---|
| Rezoning | \$375 plus \$75/acre over the first | \$100.00 | 1.5% of Processing Fee Only See Master Agreement for further details |
| Zoning Verification Letter | \$50/\$100 per location | N/A | |
| Subdivision With or Without Waiver | \$300 plus \$25/lot | \$100 if over 2 acres | |
| Town Home Development | \$300 plus \$25/lot | \$100 if over 2 acres | |
| Preliminary Subdivision Plat | \$300 plus \$25/lot | \$100 if over 2 acres | |
| Revision to Approved Preliminary Plat (Public | \$300 plus \$25/lot | \$100 | |
| Revision to Approved Preliminary Plat (Staff | \$100 plus \$25/lot | N/A | |
| Final Plat Approval including PUD | \$200 plus \$25/lot | N/A | |
| Final Plat Revision including PUD (Public Hearing) | \$200 plus \$25/lot | \$100 | |
| Final Plat Revision including PUD (Staff Level) | \$100 | N/A | |
| Preliminary Subdivision Plat Extension | \$100 | N/A | |
| Bond and Agreement Review | \$100 | N/A | |
| Exchange of Property | \$100 | \$100 if over 2 acres | |
| Combination of Lots | \$100 plus \$25/lot each original lot | \$100 if over 2 acres | |
| Site Plan (Public Hearing) | \$400 | \$100 | |
| Site Plan (Staff Level) | \$200 | N/A | |
| Paving Waiver | \$100 | \$100 | |
| Parking Waiver | \$100 | \$100 | |
| Revocation | \$200 | \$100 | |
| Wireless Tower Site Plan | \$400 | \$100 | |
| Reasonable Accommodation for Group Home | N/A | N/A | |
| Mobile Home Park | \$500 plus \$25/lot | \$100 | |
| Major Street Plan Amendment | \$500 | \$100 | |
| Planned Unit Development Concept Plan | \$500 plus \$100/acre over 20 acres | \$100 | |
| Planned Unit Development Final Development Plan | \$300 | \$100 | |
| Small Planned Unit Development | \$500 plus \$100/acre over 2.5 acres | \$100 | |
| Street Name Change | \$200 plus \$3 for each Abutting Property Owner | \$100 | |
| Major Street Setback Reduction | \$100 | N/A | |
| Conditional Use Permit | \$400 plus \$75/acre after first acre | \$100 | |
| UDC Text Amendment | \$500 | \$100 | |
| Enterprise Zone | \$100 | N/A | |
| Demolition or Relocation | \$200 | \$100 | |
| Opinion of Appropriateness | \$50 | N/A | |
| Certificate of Appropriateness | \$100 | \$100 | |
| Local Landmark/District Designation | \$100/\$500 | \$100 | |
| TND General Implementation Plan | \$3000 plus \$100/acre over 50 acres | \$100 | |
| TND Specific Implementation Plan | \$1,000 | \$100 | |
| Final TND Major Site Change | \$1,000 | \$100 | |
| Final TND Major Use Change | \$1,000 | \$100 | |
| Final TND Minor Change | \$500 | N/A | |

*MARC Fees are 1.5% of the processing fees only since the AD Fees are direct costs

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the city to enforce the city’s Property Maintenance Code (PMC) ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by city, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections that can be provided in this project:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Nuisance / Rubbish & Garbage
- Property Inspections
- 10” or higher weeds
- Swimming Pools
- Exterior Structure
- Interior Structure
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing / Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Means of Egress
- Fire Resistance / Protection

J2.0 – Property Maintenance Documentation

IBTS will coordinate with city officials including but not limited to City Attorney, the Fire Chief and the Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the city upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

The Police Department Police Chief, in coordination with the Mayor and City Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles.

Ordinances will be passed and fee schedules adopted by the City in order to pay for services rendered by IBTS. IBTS will work closely with the city on adopting a line item budget for services. IBTS staff will monitor the budget and ensure that services don’t exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The city will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

J3.0 – Program Manager

IBTS proposes that the City Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the City from accruing inspection charges for complaints that are not valid. This will enable the City to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

Coordination between IBTS and the city Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the city as well as the Police Department for enforcement and authorization of towing, as necessary.

J3.0 – Fees

| INSPECTION FEE SCHEDULE | | | | |
|---|-------------------------------------|----------------|---|--|
| ITEM | 1ST INSPECTION | 2ND INSPECTION | MARC Fees | |
| Equipment Violation | \$25.00 | \$35.00 | 1.5% of Processing Fee Only See Master Agreement for further details | |
| 1 & 2 Family Structure | \$75.00 | \$100.00 | | |
| Unsafe Residential Structure | \$100.00 | \$125.00 | | |
| Unsafe Commercial Structure | \$250.00 | \$275.00 | | |
| Unsafe Equipment | \$40.00 | \$90.00 | | |
| Unlawful Structure | \$500.00 | \$650.00 | | |
| Structure Closer | \$50.00 | \$75.00 | | |
| Prohibited Occupancy | \$500.00 | \$650.00 | | |
| Imminent Danger | \$75.00 | \$100.00 | | |
| Demolition | \$150.00 | \$300.00 | | |
| Rental Apartment Inspections / Apt | \$100.00 | \$100.00 | | |
| Rental 1 & 2 Family Dwelling / Unit | \$80.00 | \$80.00 | | |
| Multiple Apartment Inspection / Apt | \$85.00 | \$85.00 | | |
| Commercial Structure Violation | \$100.00 | \$150.00 | | |
| Nuisance | \$50.00 | \$65.00 | | |
| Exterior Property | \$25.00 | \$50.00 | | |
| Motorized Vehicle | \$50.00 | \$100.00 | | |
| Residential Swimming Pool | \$50.00 | \$65.00 | | |
| Commercial Swimming Pool | \$125.00 | \$150.00 | | |
| Porch, Stairs, Decks, Balconies, Handrails, Guards, | \$40.00 | \$90.00 | | |
| Structure Interior - Residential | \$40.00 | \$90.00 | | |
| Structure Interior - Commercial | \$75.00 | \$125.00 | | |
| Rubbish Garbage | \$25.00 | \$50.00 | | |
| Infestation | 40.00 | \$90.00 | | |
| MISCELLANEOUS FEE SCHEDULE | | | | |
| ITEM | FEES | | | |
| Court Appearances – Testimony | \$90.00 per hour, plus travel costs | | | |
| Residential Property Owner Research | \$15.00 each | | | |
| Commercial Property Owner Research | \$25.00 each | | | |

K2.0 – Program Manager

The Jurisdiction will assign a Program Manager for these services. The Program Manager will initiate coordination efforts for all services and provide direction to IBTS staff. The Program Manager will authorize IBTS to conduct the reviews and inspections. This type of coordination will prevent the Jurisdiction from accruing charges that were not authorized.

K3.0 FEES

IBTS will provide turnkey Wastewater Plan Review services according to the below shown fee schedule. This includes turnkey, off-site reviews, all documentation and 3 weeks maximum of on-site training.

| | |
|--|----------------------------|
| Residential & Commercial Wastewater Plan Review..... | \$325.00 each ¹ |
| Residential & Commercial Site Visits Upon Request..... | \$90.00 / hr. ¹ |
| Startup Fees..... | \$2,500.00* |

**Startup fees are waived for an exclusive 3 year agreement. Fees are applicable for terms less than 36 months.*

¹ – 1.5% MARC Handling fees are included. IBTS will be responsible for payment of these fees to MARC.

L1.0 RESIDENTIAL BUILDING INSPECTOR

IBTS will provide a qualified building inspector to the Jurisdiction to perform assigned building inspections. The inspector will be assigned full time and will report daily to the Jurisdiction work location. From time to time with prior notice and approval by the Jurisdiction, the IBTS Inspector will attend off site IBTS meetings.

Jurisdiction will provide

- **Technology necessary to perform work (example: Computer, access to necessary software, etc.)**
- **Daily supervision**
- **Work Scheduling**

IBTS to Provide

- **Qualified Building Inspector**
- **Vehicle**
- **Mobile Phone**

J2.0 FEES

Residential Building Inspector.....\$90.00 per hour¹

¹ – 1.5% MARC Handling fees are included. IBTS will be responsible for payment of these fees to MARC.

LEFT BLANK ON PURPOSE

RESOLUTION 2016-26

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) FOR THE PURPOSE OF SECURING PLAN REVIEW AND CONSTRUCTION INSPECTION SERVICES FROM AUGUST 1ST, 2016 THRU JULY 31ST 2018.

WHEREAS, the Mid-America Regional Council (MARC), with IBTS has made available to the City of Peculiar, Missouri regional building code services for consideration; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local Jurisdictions and regional councils by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the City of Peculiar, Missouri recognizes the safety and other energy benefits achieved from code compliance of residential and commercial structures; and

WHEREAS, the City of Peculiar, Missouri desires to participate in the regional services negotiated by MARC with IBTS by entering into this Service Agreement with IBTS for the services described:

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

Section 1. The Mayor is authorized to execute the referenced contract with IBTS.

Section 2. *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
Joseph G. Lauber

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

Parks Director
Grant Purkey

To: Board of Alderman

From: Philip Costanzo, IT Systems Administrator

Date: Aug 01, 2016

Re: Resolution to enter into a contract with Packet Layer Consulting, LLC for Internet and Managed Virtual Private Line Services.

GENERAL INFORMATION

Applicant: City Staff – Packet Layer Consulting, LLC

Status of Applicant: N/A

Requested Actions: Board of Aldermen are being presented a resolution to approve a contract between the City and Packet Layer Consulting, LLC to provide the City with wireless internet services and a MVPL that will connect 7 City Locations through a secure virtual private tunnel.

Date of Application: N/A

Purpose: The purpose of this resolution is to approve the contract and authorize the mayor to sign the contract.

Property Location (if applicable): City Water Tower, City Hall, Police Dept, Police Garage, Public Works Building, Wastewater Treatment Facility and Raisbeck Park

PROPOSAL

In exchange for a 36 month agreement to utilize space for radio equipment on the City Water Tower, Packet Layer has offered to provide equipment and managed services to the City for a private wireless network connection for the City facilities outlined above that will allow City computer systems to communicate securely. In addition, they will provide a symmetrical 100 MBPS x 100 MBPS internet connection to the listed sites at a discounted rate.

PREVIOUS ACTIONS

N/A

KEY ISSUES

The contract allows Packet Layer to place radio equipment on the tower to provide internet services to citizens and businesses in the Peculiar area as well as network continuity for their network services for a term of 36 months. The City will be able to utilize the internet services offered by Packet Layer to provide faster, more reliable internet connections to City locations and reduce our monthly charges for internet services. The MVPL will enable City Staff and computers to operate on 1 extended network

STAFF COMMENTS AND SUGGESTIONS

The Fairpoint connections are extremely slow DSL speeds with limited bandwidth which make it difficult to maintain a secure connection to these locations for domain services.

The Comcast connections provide adequate bandwidth but are subject to frequent service interruptions as has happened at the Police Department at least 4 times this year where service was unavailable for several hours and up to 24 hrs as was the case when a tractor took down the lines near the PD.

Packet Layers services will be provided by Point-to-Point radios mounted at each location and communicate with radios on the Water Tower that will backhaul to Packet Layers services in Belton. The equipment provided will be leased to the City under the terms of the contract and be installed and configured by Packet Layer.

Packet Layer will also provide a 99% service availability guarantee.

Currently the City is paying about \$1,200/mo for internet services through Fairpoint and Comcast with no failover if services become unavailable. By switching services to Packet Layer we will be able to discontinue Fairpoint services at our remote locations and bring our Comcast connections at 2 locations to Comcast minimum services to be utilized as a redundant failover in the event that Packet Layer services become unavailable. This will reduce our monthly cost for internet services to about \$1,000/mo for the first year and to an estimated \$900/mo in 2018.

STAFF RECOMMENDATION

Staff recommends approval

1. Internet Service Agreement

1. This Terms of Service Agreement ("Agreement") between Packet Layer Consulting, LLC. ("Packet Layer") and City of Peculiar ("Customer") establishes the terms and conditions governing Packet Layer's provision of internet connectivity services. The contents of the agreement are listed hereto:

1. Internet Service Agreement
2. Security Addendum
3. Water Tower Agreement
4. Hardware Specifications
5. Quote For Services

2. Description of Services

Packet Layer will provide a 100 Mbps x 100 Mbps internet connection to the Customer's premises and 16 public IP addresses. Packet Layer will provide the necessary hardware to distribute this connection to the Customer's LAN hardware. Packet Layer will provide managed wireless LAN transport to 6 customer locations.

Installation Locations:

1. Peculiar PD
Lat.: 38.71880N
Long.: 094.46000W
2. Peculiar City Hall
Lat.: 38.71450N
Long.: 094.46110W
3. Peculiar Public Works
Lat.: 38.72430N
Long.: 094.45810W
4. Wastewater Treatment Facility
Lat.: 38.70090N
Long.: 094.43250W
5. PD Garage
Lat.: 38.70916W
Long.: 094.44289W
6. Raisbeck Sports Complex
Lat.: 38.69890N
Long.: 094.43042W

Customer will grant Packet Layer access to the city water towers to use for normal business purposes and internet redistribution subject to approval by both parties of the Water Tower Agreement.

The Water Tower Agreement is only applicable to 1 Water Tower. The second Water Tower has not been constructed. Once the second Water Tower is constructed, the Parties will need to enter into a Water Tower Agreement between the parties for that specific Water Tower location (or amend the existing Water Tower Agreement to include the 2nd location).

Location of Water Tower I: 38.716991, -94.463749

Location of Water Tower II: TBD

3. Invoicing and Terms

Billing will begin when Customer has full access and use of the equipment and services noted herein. Customers account will be charged on the same day of every month that service began. The monthly amount due will be \$799.00 for the duration of the Agreement. The total duration of the Agreement will be 36 months. A one-time setup fee of \$2,500.00 will be assessed to Customer upon both parties signing this Agreement.

Notification of account will be sent via electronic mail to the address the customer provides. Customer will pay the amount within 30 days of being billed. If Customer fails to pay invoices by the end of the 15 day grace period, Packet Layer will assess a \$25.00 late fee each billing period.

Any work required after the initial installation to further distribute the connection to Customers premises, or to repair or replace equipment damaged by customer, will be charged at an hourly rate of \$100.00.

Service will be live no later than 30 days after the signing of this agreement by both parties.

4. Dispute Resolution

If Customer disputes a charge, payment of that charge may be withheld, so long as Customer makes full payment of all undisputed charges and provides Packet Layer with a written explanation sent certified mail of the reasons for Customer's dispute of the charge. Customer will cooperate with Packet Layer to resolve any disputed charge as soon as possible.

5. Service Level Agreement

Packet Layer shall guarantee availability of the services described in section 2 at 99% uptime, measured over monthly increments.

Any calculation of network availability shall not include any unavailability resulting from: (a) scheduled Network maintenance, (b) the occurrence of a Force Majeure event, or (c) the failure of non-service impacting equipment or systems responsible for network measurements.

Packet Layer shall make a best effort to respond to and repair network outages within 2 hours of loss of service.

6. Suspension or Termination of Services

Failure by Customer to make payment of amounts past due within 10 days following Packet Layer's notice of non-payment may, at Packet Layer's option, result in immediate termination of this Agreement and/or the services.

Packet Layer may also suspend the performance of its obligations without penalty if:

- A. Customer violates the Acceptable Use Policy as defined in Section 7;
- B. Packet Layer is required to suspend the performance in order to comply with any law or a request by any governmental authority with jurisdiction or where Customer's use of the services impairs or is likely to impair the integrity of the Packet Layer network.

In the event that Customer cancels or terminates this Service Order ("Early Cancellation") for any reason other than for Packet Layer Default or such other reason set forth in this section in which the penalty provision does not apply:

(i) Packet Layer may immediately stop work without further notice to Customer; (ii) such services shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (iii) ~~Customer shall immediately reimburse Packet Layer for any third party termination charges incurred by Packet Layer as a result of such Early Cancellation;~~ (iv) Customer shall pay an amount equal to 60% of all remaining future monthly recurring charges for the full term of this Agreement and shall be immediately due and payable to Packet Layer by Customer; and (iv) Packet Layer shall owe Customer no further duties, obligations or consideration with regard to this Agreement.

Customer reserves the right to cancel this agreement without penalty if Packet Layer does not abide by the Service Level Agreement described in Section 5, or in the event that sufficient funds are not annually appropriated or are not otherwise legally available to pay the fees required under this Agreement.

Customer reserves the right to cancel this agreement without penalty if their lease at the service address expires before the end of the term of this agreement.

7. Discounts and Special Deals

Packet Layer may periodically offer promotional or special deals as sales incentives. Such offers cannot be combined with other offers unless otherwise stated and are one-time use offers. Customer may only use one promotional offer over the course of their relationship with Packet Layer. Offers are valid only where they are permitted by law. Offers are void where prohibited.

8. Acceptable Use Policy

The following list of actions while utilizing our services is strictly forbidden and subjects the customer to immediate termination without penalty, except the City is not subject to immediate termination if the following list of actions occurs by third-parties where free/public Wi-Fi is provided by the City:

- A. Uploading any material that violates or infringes on the copyright, intellectual property rights or trademark rights of any individual or organization;
- B. Sending unsolicited Email 'SPAM' to be defined as any mailing to more than 10 people at once who did not opt-in or request to be contacted;
- C. Harming or exploiting minors in any way;
- D. Impersonating any person or entity;
- E. Stalking or harassing another person;
- F. Commissioning, supporting, or providing materials for any crime as defined by the laws of the United States Federal Government and/or the laws governing the States of Missouri and Kansas. Including but not limited to: Death threats; Terrorist threats; Threats of harm to another individual; Multi-level marketing schemes, "ponzi schemes"; Invasion of privacy; Credit card fraud; Racketeering; Defamation; Slander;
- G. Executing any type of hacking or denial of service attacks ("DDoS");
- H. Distributing malware or any type of electronic virus or malicious software.

9. Force Majeure

Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

The affected party will give notice to the other party of any force majeure event. On notice, either party may cancel or delay performance without liability (except for payment of amounts due for Services provided) during the force majeure event. If the event continues for more than 60 days and adversely and materially impacts the affected party, that party may terminate any affected elements of Services or if a majority of Services are affected, the Agreement, without liability (except for payment of a prorated portion of all Credits issued under the Agreement).

10. Limitations of Liability

- A. Damage to Customer Equipment
Packet Layer is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than Packet Layer's gross negligence or willful misconduct, and then only in an amount not to exceed the replacement value of the damaged Customer Equipment and the total

amount paid by Customer to Packet Layer for the portion of time that the City is left without service.

B. Personal Injury

Packet Layer will not be liable for any harm or personal injury to Customer personnel or customers resulting from any cause, other than Packet Layer's gross negligence or willful misconduct.

Packet Layer Consulting, LLC.
200 S. 5th St.
Kansas City, KS 66101
By: Rob Head
Title: Senior Account Manager
Date: _____
Signed:

City of Peculiar
250 S Main St.
Peculiar, MO 64078
By: _____
Title: _____
Date: _____
Signed:

End of Packet Layer Internet Service Agreement

2. Security Addendum

This addendum serves as a summary outline of controls, policies and procedures adopted, and implemented by Packet Layer, LLC.

Physical Controls:

1. All network infrastructure devices used to provide service are housed in enclosed, locking cabinets or enclosures. Keys are issued to employees on as as-needed basis.
2. Core network Infrastructure devices providing backbone and transport services are installed within data center facilities that employ multiple access control points. E.G, proximity cards, security escort, etc.

Network Controls:

1. Packet Layer, LLC provides Internet and private transport of data by means of a) point-to-point and b) point-to-multi-point wireless links. Links are deployed utilizing the following security mechanisms:
 - a. Radio equipment provisioned in “locked” fashion, whereby communication can only occur between one or more previously authorized and configured devices. This step virtually eliminates traffic snooping or interception from unauthorized parties or devices.
 - b. All links provisioned with unique WPA2 keys consisting of a maximum of 128 bits.
2. Client data is further secured by employment of Virtual LAN technology; VLANs are a common network security practice and provide complete isolation and traffic segregation at the subnet layer.
3. Management interfaces are accessible only via private network connection or through the use of a secure VPN tunnel.
4. All infrastructure devices are configured to require the use of two-factor authentication. Furthermore, user authentication occurs by means of accounts specifically assigned and used by each employee.

The following is the encryption detail network published by the manufacturer we will utilize for wireless connectivity.



Product Encryption Details

Ubiquiti Networks, Inc. informs, that all Ubiquiti products from airMAX®, airFiber® and UniFi® product families use the following wireless security protocols:

| Supported security protocol | WEP (Wired Equivalent Privacy) | WPA/WPA2-TKIP (Wi-Fi Protected Access) | WPA2-AES(Wi-Fi Protected Access, second version) | airFiber protection protocol |
|------------------------------------|---|--|---|---|
| Security algorithm | WEP-40/ WEP-104 with RC4 encryption algorithm | TKIP (Temporal Key Integrity Protocol) with RC4 encryption algorithm | AES Advanced Encryption Standard (Advanced Encryption Standard) | AES Advanced Encryption Standard (Advanced Encryption Standard) |
| Maximum key length | 40 bit for WEP-40 104 bit for WEP-104 | 128 bit | 128 bit | 128 bit |

All security protocols are intended exclusively for data encryption in the radio channel when using wireless standards 802.11 a/b/g/n/ac (airMax and UniFi product families) and airFiber wireless standard (airFiber product family). All security protocols are not used to encrypt the data sent by users of computers connected to the communication network (e.g. not able to provide end-to-end encryption from user to user).

All security protocols are an integral part of Ubiquiti product and their encryption capabilities cannot be changed or modified by customers.

Ubiquiti products from airMax, airFiber and UniFi product families have no restrictions in sales, meaning, these products can be supplied by all Ubiquiti distributors and resellers, specified in the relevant section of the official website <https://www.ubnt.com/distributors/>, as well as by their partners, both for organizations and private persons through cash sale, sale by mail order, sale via electronic transactions, telephone sales orders, etc.

All Ubiquiti products, from airMax, airFiber and UniFi product families are intended for installation by the customer without further substantial support by the supplier (Ubiquiti as the supplier, does not contract installation and integration work for the customer, however a standard warranty applies)

Mike Taylor
Compliance Manager
June 2015

Ubiquiti Networks, Inc., 2580 Orchard Parkway, San Jose, CA 95131

3. WATER TOWER AGREEMENT

LANDLORD: City of Peculiar, MO

TENANT: Packet Layer Consulting, LLC

TOWER I LOCATION: 38.716991, -94.463749

TOWER II LOCATION: TBD

AGREEMENT

THIS AGREEMENT (the “Lease”) entered into this ___ day of June, 2016, by and between the City of Peculiar, a Missouri Municipality, hereinafter called the “Landlord” and Packet Layer Consulting, LLC, a Kansas Limited Liability Company, hereinafter referred to as “Tenant”.

WHEREAS, the Landlord is the owner of the tower located at 38.716991, -94.463749, Peculiar, MO (the “Tower”), and the Tenant desires to lease a portion of the premises upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants to be performed, the parties hereto agree as follows:

1. Equipment and Premises.

a. The Landlord agrees to and does hereby grant space at mutually agreeable places on the Tower along with space inside the existing ground facilities (“Premises”). These places are listed in “Exhibit A”.

b. Tenant shall have the right, at its sole cost and expense, to install, construct, operate and maintain wireless internet devices and appurtenances (“Equipment”). This equipment and specifications are listed in “Exhibit A” Tenant shall be allowed reasonable access to the Tower and its facilities to maintain the Equipment. Landlord, from time to time and in its sole and reasonable discretion, may require Tenant to relocate the Equipment.

2. Term. This Agreement shall be effective as of the date of execution by both Parties, (The “Effective Date”), provided that the term shall be for a period of 36 months, which period commences on July 1st, 2016 (the “Commencement Date”), and will terminate on July 1st, 2019, [subject to annual appropriation by the Landlord.](#)

3. Installation and Maintenance.

(a) Tenant shall install, construct and maintain the Equipment on the Premises at its sole cost and expense. Tenant shall have the right to install in certain areas conduit and sleeving connecting the Equipment to the ground facilities. All work by Tenant shall be performed in compliance with applicable laws and ordinances.

(b) Tenant shall, at Tenant's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this Lease. Tenant agrees to maintain the Equipment in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this Lease by Tenant must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards developed for the Tower by Landlord as amended from time to time. Landlord assumes no responsibility for the licensing, operation and/or maintenance of the Equipment. Tenant shall comply with all of the terms of its FCC license. Landlord shall, at Landlord's expense, keep and maintain the Tower in a commercially reasonable condition and repair during the term of this Lease.

(c) All installation and other work to be performed by Tenant hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Landlord in maintain the Premises. In no event will Landlord be required to consent to any installation or other work by Tenant which would physically affect any part of the Tower outside the Tower or would, in Landlord's judgment, affect proper functioning of any mechanical, electrical, sanitary or other systems of the Tower. In no event shall Landlord's approval or consent to installation be deemed a representation or warranty that Tenant's Equipment and installation work will not cause interference with or suffer interference from other systems in or using the Tower nor that Tenant's installation plans and specifications

comply with applicable laws or applicable technical standards, rules, and regulations, as such responsibility shall remain with Tenant. All cable runs, conduit and sleeving shall be installed in a good and workmanlike manner.

Tenant agrees not to make any alterations in or additions to the Equipment or the Premises subsequent to installation of the Equipment, including installation of any additional equipment or machinery without in each instance first obtaining the written consent of Landlord. Landlord's consent shall not be withheld unreasonably, but it may be denied on the basis of, among other things, structural, safety, health and aesthetic concerns and may be conditioned upon the parties execution of an amendment to that includes, among other things, a provision for an increase in the annual rental rate and the monthly rental installments due. For alterations that are deemed not a Material Alteration, in the event Landlord does not furnish the Tenant with a written response within thirty (30) days of Landlord's receipt of the plans, Landlord will be deemed to have approved them. Material Alterations are defined as anything other than changing out equipment with equipment of the same size, weight, frequency, and power, in the course of repairs or upgrading of the Equipment.

(d) Tenant shall at all times use its best efforts to obtain and maintain any licenses, permits, and approvals necessary for the installation and operation of the Equipment at its sole cost and expense.

4. Access. Tenant and its authorized personnel shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Tenant or persons under their direct supervision. All access to the Premises by Tenant shall be subject in each instance to the reasonable security requirements and reasonable rules and

regulations from time to time in effect at the Tower, of which Landlord shall inform Tenant, in writing. In the event Tenant requires access to the Premises outside of normal business hours, Tenant will be responsible for any reasonable out-of-pocket costs incurred by Landlord in providing such access to the Premises.

5. Interference. Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then applicable industry or governmental standards to any equipment of Landlord or other lessees of the Tower which existed in or on the Tower prior to the date this Lease is executed by the parties. In the event any Tenant equipment causes such interference, Tenant shall, at its expense, immediately discontinue use of the equipment or other improvements, and cease all activities causing such interference, or otherwise take action necessary to eliminate such interference. Tenant shall undertake such action immediately upon notice of the interference in the case of "Physical Interference" (i.e. materially preventing, hindering or impeding access and/or work by Landlord or other existing lessees) with Landlord's or existing lessee's use of the Premises, or within 60 days of notice in the case of any other interference (i.e. signal interference, such as RF or grounding interference) with Landlord's or existing lessee's use of the Tower or Premises. Landlord shall attempt to notify Tenant of such interference in advance of the need to discontinue use or modify Tenant's activities if reasonably possible and provided that Tenant clearly identifies its equipment and other equipment with its name and a telephone number of the appropriate contact person. Landlord shall cooperate with Tenant in a reasonable manner and for a reasonable period of time to resolve such interference, provided such cooperation shall not include any obligation that materially interferes with Landlord's use of the Tower or Premises. If Tenant is unable to eliminate

such interference in a reasonable period of time to the reasonable satisfaction of Landlord or any such existing lessee, Landlord may terminate this Lease in accordance with Section 15 hereof.

6. Hazardous Substances. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Tower or Premises in violation of any law or regulation. Landlord represents, warrants and agrees (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Tower or Premises in violation of any law or regulation, except as disclosed herein, and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Tower or Premises in violation of any law or regulation. To the extent permitted by law and in no way beyond the Landlord's statutory sovereign immunity limits, Landlord ~~and Tenant each~~ agrees to defend, indemnify and hold harmless the ~~other Tenant~~ and the ~~other's Tenant's~~ partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. Tenant agrees to defend, indemnify and hold harmless the Landlord and the Landlord's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. In addition, to the extent permitted by law and in no way beyond the statutory sovereign immunity limits, Landlord shall defend, indemnify and hold harmless Tenant from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition, including costs of remediation, which are not the result of any act of Tenant. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive

material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rules, regulation, or order (including any Governmental Requirements, as hereinafter defined) concerning environmental matters, or any matter which would trigger any employee or community “right-to-know” requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. “Governmental Requirements” shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Tower. This Section shall survive termination of this Lease.

Tenant understands and acknowledges that the Owner has secured Phase I and Phase II environmental reports prepared by outside consultants with respect to the Tower. Tenant understands and acknowledges that both Tenant and Owner are relying on the environmental reports with respect to any existing environmental conditions at the Tower. Accordingly, the Owner warns Tenant that the Tower may contain potentially hazardous contaminants as described in the reports referenced above.

7. Mechanic’s Lien. Tenant shall not suffer or permit any mechanic’s lien, laborer’s or materialman’s lien to be filed against the Tower or any part thereof by reason of work, labor, services or materials required and supplies claimed to have been requested by Tenant; and if such lien shall at any time be so filed, Tenant shall cause it to be cancelled and discharged of record (by bonding or otherwise), within thirty (30) days after notice of the filing thereof, and tenant shall indemnify and hold harmless Landlord from any loss incurred in connection therewith.

8. Taxes. Landlord shall pay all real estate taxes on the property, and any other taxes owed due to Tenant's business shall be paid by Tenant. Tenant shall provide proof of payment upon request of Landlord.

9. Insurance. Landlord shall, throughout the term of this Lease, maintain fire and extended coverage insurance on the Premises. Tenant shall carry public liability and property damage insurance coverage on the Premises, including the Landlord as an additional insured, with limits not less than \$1,000,000.00 combined single limit for public liability and property damage. Tenant agrees to save and hold Landlord harmless from any claim, damage, liability or expense arising from any injury (including death) to persons or damage to property occurring in, on or about the Premises except for claims resulting from the negligence of the landlord or its agents.

10. Sublet or Assign, Exclusive. It is understood and agreed that the Premises shall be used by the Tenant for the operation of a legitimate, commercial business. Tenant shall not voluntarily, involuntarily or by operation of law, assign or encumber this lease, in whole or in part, nor sublet all or any part of this Lease without the written consent of Landlord.

11. Maintenance by Tenant. Tenant agrees to take good and reasonable care of the Premises and every part thereof. Landlord shall maintain the Tower.

12. Damage or Destruction. If, during the term hereof, the Premises or the Tower shall suffer damage by fire, explosion, storm or any other insured casualty to the extent that the Premises or Tower cannot be reasonably repaired, this Lease shall be terminated.

13. Tenant Default. The following events shall be deemed to be events of default by Tenant under the Lease:

- a. Tenant shall fail to pay any installment of rent on the date the same is due.

b. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within 30 days after the written notice thereof to Tenant, or if such failure cannot reasonably be cured within the said 30 days and shall not thereafter with reasonable diligence and good faith cure such failure.

c. Tenant shall become insolvent or shall make a transfer in fraud of his creditors or shall make an assignment for the benefit of his creditors.

d. Tenant shall file a petition under any section or chapter of the Bankruptcy Code, or any similar law or statute of the United States or any state thereof or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

14. Remedies on Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

a. Terminate Tenant's right to possession of the Premises by any lawful means, in which case, this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to, the cost of recovering possession of the Premises.

b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect, whether or not Tenant shall abandon the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

15. Care and Surrender of the Premises. Tenant agrees to use reasonable diligence in the care of the Premises and to surrender the Premises at the expiration of this Lease, or any extension thereof, broom clean, in as good condition as the Premises now exist, normal wear and tear excepted. Tenant agrees to repair any damage to the Premises caused by the removal of the Equipment or related cables, conduits and infrastructure. Tenant further agrees to remove all personal property not belonging to Landlord and that any personal property not so removed after fifteen (15) days notice shall be deemed abandoned.

16. Estoppel Certificate. Tenant agrees, within seven (7) days after reasonable request by Landlord to execute in recordable form and deliver to Landlord, a statement in writing, certifying (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) whether this Lease has been modified or amended and, if so, identifying any such modification or amendment, and (d) that there are no uncured defaults by Landlord or stating those claims by Tenant. If Tenant refuses to certify to any of such matters, it shall fully explain in such statement why it so refuses.

17. Attornment/Subordination. Upon request of Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the land and Tower of which the Premises are a part, and upon any Towers hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize

such purchaser as the Landlord under this Lease. The provisions of this article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this lease shall remain in full force and effect for the full term hereof.

18. Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. Choice of Law. This lease shall be governed by the laws of the State of Missouri.

20. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

21. Time. Time is of the essence of this lease and each and all of its provisions in which performance is a factor.

22. Entire Agreement. This lease contains all the agreements of the parties hereto with respect to any matter covered or mentioned in this lease, and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors and interests. This lease shall not be effective or binding on any party until fully executed by both parties hereto.

23. Electronic Copies. The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.

24. Counterparts. This Agreement may be executed in one or more counterparts and so long as each of the Parties has executed at least one of such counterparts, each executed counterpart shall constitute an original and this Agreement shall be binding as between the Parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this lease effective the
day and year first above written.

LANDLORD – City of Peculiar, MO

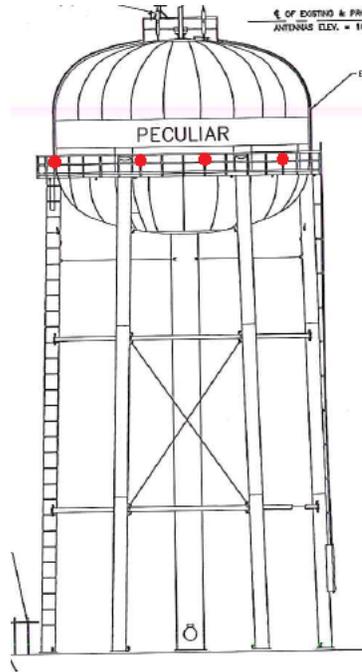
By:

TENANT - Packet Layer Consulting, LLC

By: Ben McDowell, Managing Member

Exhibit A – Mounting Locations and Hardware Specifications

Proposed mounting points identified with red dots, encircling point on non-visible opposite surfaces implied:



1. Structural Engineering Report:

To be performed upon execution of this agreement.

2. Device Specifications:

| Model | Dimensions (mm) | Weight (kg.) | Wind Loading | Wind Survivability | Qty. |
|-------------|-----------------|--------------|----------------------------|--------------------|------|
| AF-5G30-S45 | ø 650 x 386 | 7.4 | 790 N @ 200 km/h (178 lbf) | 200 km/h (125 mph) | 2 |

| | | | | | |
|-------------|-----------------|------|-------------------|--------------------|---|
| | | | @ 125 mph) | | |
| AM-5G20-90 | 700 x 135 x 70 | 5.9 | 20 lbf @ 100 mph | 200 km/h (125 mph) | 3 |
| PBE-5AC-500 | 520 x 520 x 308 | 2.35 | 264.6 N @ 96 km/h | 96 km/h (60 mph) | 2 |

3. Device Images:



PBE-5AC-500



AM-5G19-120
(5 GHz, 19 dBi)

AM-5G20-90



AF-5G30-S45

End of Packet Layer Water Tower Agreement.

4. Quotes for Services



Packet Layer Consulting, LLC

200 South 5th Street
Kansas City, KS 66101

Voice: 913-213-0577
Fax: 913-321-2113

QUOTATION

Quote Number: 237
Quote Date: Jun 22, 2016
Page: 1

| Quoted To: |
|--|
| City of Peculiar 250 S. Main St. Peculiar, MO 64078 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| PCLR | 7/22/16 | Net 30 Days | |

| Quantity | Item | Description | Unit Price | Amount |
|------------------|--------------------|---|------------|---------------|
| 6.00 | W LAN ARCH | Monthly recurring charge for managed private wireless local area network, up to 100Mbps x 100mbps. Dedicated private network traffic over wireless devices. | 500.00 | 3,000.00 |
| 1.00 | WPro Internet 100M | Monthly recurring charge for wireless broadband Pro Class Internet at a speed of 100Mbps x 100Mbps | 799.00 | 799.00 |
| 6.00 | W LAN ARCH | Monthly recurring charge for managed private wireless local area network, up to 100Mbps x 100mbps. Credit for use of Water Tower | 500.00 | -3,000.00 |
| Subtotal | | | | 799.00 |
| Sales Tax | | | | |
| TOTAL | | | | 799.00 |

Packet Layer Consulting, LLC

200 South 5th Street
 Kansas City, KS 66101

INVOICE

Invoice Number: 1201
 Invoice Date: Jul 25, 2016
 Page: 1

Duplicate

Voice: 913-213-0577
 Fax: 913-321-2113

| Bill To: |
|--|
| City of Peculiar 250 S. Main St. Peculiar, MO 64078 USA |

| Ship to: |
|--|
| City of Peculiar 250 S. Main St. Peculiar, MO 64078 USA |

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| PCLR | | Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Best Way | | 8/24/16 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|-----------|---|------------|----------|
| 1.00 | Setup Fee | Setup fee for internet access, 100M x 100M DIA full duplex wireless, LAN distribution via wireless to 6 city sites. | 2,000.00 | 2,000.00 |

| | |
|------------------------|-----------------|
| Subtotal | 2,000.00 |
| Sales Tax | |
| Total Invoice Amount | 2,000.00 |
| Payment/Credit Applied | |
| TOTAL | 2,000.00 |

Check/Credit Memo No:

RESOLUTION 2016-27

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PACKET LAYER CONSULTING, LLC FOR INTERNET AND MANAGED VIRTUAL PRIVATE LINE SERVICES.

WHEREAS, Packet Layer Consulting, LLC services will be provided by Point-to-Point radios mounted at each location and communicate with radios on the water tower, and;

WHEREAS, the equipment provided will be leased to the City under the terms of the contract and be installed and configured by Packet Layer Consulting, LLC, and;

WHEREAS, Packet Layer Consulting, LLC will also provide a 99% service availability guarantee.

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

Section 1. That the proposed contract for internet and managed virtual private line services between the City of Peculiar and Packet Layer Consulting, LLC is hereby approved and the Mayor is authorized to execute the contract on behalf of the City.

Section 2. Effective Date. The effective date of this Resolution shall be the _____ day of _____, 2016.

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING ROLL CALL VOTE THIS _____ DAY OF _____, 2016.

Alderman Dunsworth _____
Alderman Hammack _____
Alderman Ford _____

Alderman Ray _____
Alderman Roberts _____
Alderman Harlan _____

Approved: _____
Holly Stark, Mayor

Attest: _____
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
Joseph G. Lauber

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: Joe Lauber, City Attorney
Date: July 27, 2016
Re: 211th Street CID Cooperative Agreement

GENERAL INFORMATION

Applicant: 211th Street CID

Status of Applicant:

Requested Actions: Approve Intergovernmental Cooperative Agreement

Date of Application: July 27, 2016

Purpose: Establishes terms by which the City and CID will administer the revenues and operation of the CID

Property Location (if applicable):

PROPOSAL

The Cooperative Agreement establishes the terms by which the City and CID will administer the revenues and operation of the CID.

PREVIOUS ACTIONS

The Board of Aldermen approved the establishment of the CID by ordinance on June 6, 2016

KEY ISSUES

- The Cooperative Agreement is set up in a form that is commonly used for development projects all over the metropolitan area.
 - The CID must levy a CID Sales Tax and CID Special Assessments as revenue sources (§§ 3.1 & 3.2)
 - The City agrees to take on the responsibility of administering the operational and financial transactions for the District (§§ 3.3, 3.7, and 3.11)
 - The City will receive, deposit and distribute CID funds; prepare annual budgets; keep records; provide Sunshine Law compliance; and address operational issues (notices, meetings, etc.)
 - In consideration, the City will receive an Administrative Fee that is equal to the greater of 1.0% of CID revenues or the City's actual costs in administering the CID.
 - The agreement provides a mechanism for the City to be reimbursed for CID formation costs. (§3.6)
 - A flow of funds is provided at § 3.11, which outlines the priority for application of CID revenues.
-

STAFF COMMENTS AND SUGGESTIONS

No additional comments or suggestions.

STAFF RECOMMENDATION

The Board of Aldermen has information sufficient to approve the cooperative agreement by resolution.

ATTACHMENTS

Resolution & Cooperative Agreement between the City of Peculiar, Missouri, and the 211th Street Community Improvement District

STAFF CONTACT: Joe Lauber, City Attorney. 816-525-7881 ext. 1; jlauber@laubermunicipal.com

RESOLUTION NO. 2016-28

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE 211th STREET COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, on June 6, 2016, the Board of Aldermen of the City of Peculiar, Missouri (“City”), held a public hearing concerning the establishment of the proposed 211th Street Community Improvement District (“District”) and adopted Ordinance No. 06062016, which approved the Petition and established the District; and

WHEREAS, the Petition and Ordinance No. 06062016 require the District to enter into an agreement with the City regarding the operation of the District, the imposition, administration, and disbursement of the District Special Assessments and the District Sales Tax, the construction and maintenance of the Public Improvements (as defined herein), the process by which the City will be reimbursed by the District for expenses incurred to establish the District and for reviewing the District’s annual budget and other reports required to be filed with the City, and any other relevant aspects of the overall financing for the construction and maintenance of the Public Improvements within the District; and

WHEREAS, the City and the District desire to enter into such an agreement pursuant to authority granted to each in Section 70.220, RSMo.

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

Section 1. The Cooperative Agreement between the City of Peculiar, Missouri the 211th Street Community Improvement District (“Cooperative Agreement”) a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. The Mayor is authorized to execute the Cooperative Agreement for and on behalf of the City of Peculiar.

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

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

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF PECULIAR, MISSOURI THIS _____ DAY OF _____, 2016.

Alderman Hammack _____
Alderman Ford _____
Alderman Dunsworth _____

Alderman Ray _____
Alderman Roberts _____
Alderman Harlan _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

EXHIBIT A
COOPERATIVE AGREEMENT
(see attached)

COOPERATIVE AGREEMENT
between the
CITY OF PECULIAR, MISSOURI,
and the
211TH STREET COMMUNITY IMPROVEMENT DISTRICT
dated as of
July ____, 2016

COOPERATIVE AGREEMENT

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the “**Agreement**”), entered into as of this _____ day of _____, 2016, by and between the **CITY OF PECULIAR, MISSOURI**, a Missouri municipal corporation (the “**City**”), and the **211TH STREET COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**” or “**CID**”) (the City and the District being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the owners of real property located within the District filed the Petition (as defined herein) which proposed formation of the District to assist in the funding of certain public improvements that serve the District; and

WHEREAS, on June 6, 2016, the Board of Aldermen held a public hearing concerning the establishment of the proposed District and adopted Ordinance No. 06062016, which approved the Petition and established the District; and

WHEREAS, the Petition and Ordinance No. 06062016 require the District to enter into an agreement with the City regarding the operation of the District, the imposition, administration, and disbursement of the District Special Assessments and the District Sales Tax, the construction and maintenance of the Public Improvements (as defined herein), the process by which the City will be reimbursed by the District for expenses incurred to establish the District and for reviewing the District’s annual budget and other reports required to be filed with the City, and any other relevant aspects of the overall financing for the construction and maintenance of the Public Improvements within the District.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administration Fee**” means that amount of the District Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Special Assessments and the District Sales Tax, as set forth in this Agreement.

“**Applicable Laws and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ,

determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board of Aldermen” means the governing body of the City of Peculiar, Missouri.

“Board of Directors” means the governing body of the 211th Street Community Improvement District.

“Budget” shall have the meaning set forth in Section 6.2.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, as amended.

“Costs of Formation” means actual, reasonable costs and expenses of the City related to the formation of the CID.

“County” means Cass County, Missouri.

“District Revenues” means the District Sales Tax Revenues and the District Special Assessment Revenues.

“District Sales Tax” means the sales tax imposed by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the amount of up to one percent (1%), as established by resolution of the District and approved by the qualified voters of the District.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“District Services” means those services which are provided by contract to the District, such as services for the promotion of business activity, development and retention and the recruitment of developers and businesses.

“District Special Assessments” means the special assessments to be imposed, pursuant to Section 67.1521 of the CID Act.

“District Special Assessment Revenue” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Special Assessments.

“Effective Date” means the date that this Agreement is fully executed by the parties.

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“**Fiscal Year**” means October 1 through September 30 of each year, which Fiscal Year coincides with the City’s fiscal year.

“**Mayor**” means the Mayor of the City of Peculiar, Missouri.

“**Operating Costs**” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services. Time expended by City employees, and materials and supplies used by the City, in the performance of the administrative services set forth in Section 3.3, for which the City receives the Administration Fee, shall not be included as Operating Costs. Costs incurred by the City regarding enforcement of the District Sales Tax and the District Special Assessments in the performance of any actions authorized in Section 3.6 shall be treated as Operating Costs. Costs of Formation shall also be treated as Operating Costs.

“**Ordinance**” means an ordinance enacted by the Board of Aldermen.

“**Petition**” means the Petition to the City of Peculiar, Missouri for Establishment of the 211th Street Community Improvement District, filed with the City Clerk of the City of Peculiar by the owners of real property located within the District, and approved by the Board of Aldermen on June 6, 2016, pursuant to Ordinance No. 06062016.

“**Public Improvements**” means the design and construction of the Public Improvements described in the Five-Year Management Plan attached as Exhibit C to the Petition, and any other public improvements that may be approved by the District in accordance with the CID Act.

“**Public Improvement Costs**” means all actual and reasonable costs and expenses which are incurred by or at the direction of the City or the District with respect to construction of the Public Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded in connection with the Public Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the Public Improvements, including but not limited to the following:

A. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications, and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors, and engineers in relation to the construction of the Public Improvements and all actual and reasonable costs for the oversight of the completion of the Public Improvements including overhead expenses for administration, supervision, and inspection incurred in connection with the Public Improvements; and

B. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the Public Improvements and which may lawfully be paid for or incurred by the District under the CID Act.

“**Report**” shall have the meaning set forth in Section 6.2.

“**State**” means the State of Missouri.

“**Treasurer**” means the official elected then currently serving as the treasurer of the District.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. The District acknowledges that construction of the Public Improvements are of significant value to the District, the property within the District, and the general public. The District finds and determines that the Public Improvements will promote the economic welfare and the development of the District, the City, and the State through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the Public Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for surrounding development. Further, the District finds that the Public Improvements conform to the purposes of the CID Act.

E. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State, as a fourth-class city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or

any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE 3: DISTRICT REVENUE SOURCES AND FUNDING ARRANGEMENTS

Section 3.1. Imposition of the District Sales Tax. The District will approve the District Sales Tax by resolution. The Treasurer shall request each year that the District annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. On behalf of the District, the City shall receive the District Sales Tax Revenue from the Missouri Department of Revenue, which shall be used in accordance with this Agreement.

Section 3.2. Imposition of the District Special Assessments. The District will approve the District Special Assessments by resolution. The District Special Assessments shall be collected by the County. On behalf of the District, the City shall receive the District Special Assessment Revenue from the County, which shall be expended in accordance with this Agreement and the appropriation and budgeting decisions made by the District.

Section 3.3. Administration of Funding Sources. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax and the District Special Assessments, on behalf of the District, pursuant to the CID Act and this Agreement. The District Revenues shall be deposited by the City in a special trust account, and the City shall create separate funds, as appropriate, for the purpose of accounting for and expending the sales tax revenues and special assessment revenues according to the appropriation and budgeting decisions rendered by the District. The District may amend the forms, administrative rules, and regulations applicable to the administration, collection, enforcement, and operation of the District Sales Tax and the District Special Assessments, as needed. The City and the District shall cooperate to provide for the budgeting and appropriation of the District revenues.

Section 3.4. Administration Fee.

A. The City shall be entitled to receive annually an Administration Fee for administering and accounting for the District Sales Tax and the District Special Assessments in the greater amount of (a) one percent (1%) of the total District Revenues, or (b) the actual reasonable costs incurred by the City for performing the duties set forth in this Agreement.

B. In the event that the Administration Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under this Agreement, then the City shall receive reimbursement for those actual costs that exceed the Administration Fee. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administration Fee shall be paid in subsequent Fiscal Years.

C. The City may, at its own election, apply any Administration Fee it receives pursuant to this Agreement to pay for reimbursable Public Improvement Costs or Operating Costs.

Section 3.5. Operating Costs. The City, on behalf of the District, shall pay for the Operating Costs of the District from District Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 6.2. In the course of performing the enforcement duties set forth in Section 3.6, the City may incur Operating Costs for the District, which shall be subject to District approval.

Section 3.6. City Reimbursement.

A. Costs of Formation. The Parties agree that the City has incurred certain costs and expenses for the costs of formation of the District, which shall be itemized by the City and delivered to the District (the "**Costs of Formation**"). In the preparation of the Budget for the District on an annual basis, the City shall propose a payment plan to reimburse the City for the Costs of Formation. The District shall approve reimbursement for the Costs of Formation through approval of the annual Budgets, until the City is fully reimbursed for such costs.

B. Advanced Funds. The Parties agree that, until the District has started generating revenues, the City has incurred and will continue to incur certain costs and expenses for the District, which are expected to include costs of operation and administration of the District, approval and imposition of the District Sales Tax and District Special Assessments, and other costs related to the District purposes (the "**Advanced Funds**"). The City agrees to provide the Advanced Funds until such time as the District is generating sufficient revenues to fully reimburse the City for the previously-incurred Advanced Funds and thereafter provide funding for its own operations and administration costs. The Advanced Funds shall be itemized by the City and delivered to the District on a periodic basis. In the preparation of the Budget for the District on an annual basis, the City shall propose a payment plan to reimburse the City for the Advanced Funds. The District shall approve reimbursement for the Advanced Funds through approval of the annual Budgets, until the City is fully reimbursed for such costs.

Section 3.7. Annual Budget.

A. The City on behalf of the District shall annually prepare a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the upcoming year and the preceding year. The fiscal year of the District shall coincide with the City's fiscal year, which is October 1 through September 30 each year. The Budget for each fiscal year shall be prepared by the City not less than sixty (60) days prior to submission of the Budget to the District Board of Directors for review and approval. The Budget shall be prepared in accordance with all applicable state statutes including Section 67.010, RSMo, as amended.

B. The Budget shall include a request for an appropriation of the District Revenues to provide for reimbursement of Costs of Formation and Advanced Costs until such costs are fully reimbursed to the District. The Budget shall incorporate the City's proposals for funding or providing reimbursement for eligible public improvements that have been or will be funded by the City or other public entities as directed by the City and which are reimbursable from District Revenues in accordance with the CID Act.

C. The Board of Directors shall adopt a Budget for the District when required by law for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a fiscal year, the District shall be deemed to have adopted for such fiscal year a Budget which provides for application of the District's Revenues collected in such fiscal year in accordance with the Budget for the prior fiscal year.

Section 3.8. Enforcement of Revenue Sources.

The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The District further authorizes the City, to the extent required or authorized by the County, to take all actions necessary for enforcement of the District Special Assessments. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit, or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax or the District Special Assessments. The District hereby agrees to cooperate with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax or the District Special Assessments shall be treated as Operating Costs of the District.

Section 3.9. Future Tax Increment Financing Projects. In the event the City approves any Tax Increment Financing Plans (“**TIF Plan**”) which overlap all or any portion of the District boundary and activates the collection of tax increment financing therein, the City and District agree that the District reimbursable costs may, at the election of the City, be included as a redevelopment project cost in any TIF Plan or TIF agreement relating thereto, through amendment to existing documents if necessary, for the purpose of allocating all of the District’s Sales Tax Revenues back to the District (including those captured into a special allocation fund) as though the TIF Plan redevelopment project area did not exist within the District.

Section 3.10. Funding for Development Projects in the District.

A. In the event that a development project is proposed within the District area and the developer requests that the District provide funding for eligible costs which are associated with such project, the District and City shall meet with representatives of the developer, as needed, to establish a plan of financing for the proposed projects which would be funded by District revenues. The District and City may establish a written plan to finance the eligible project costs associated with development, using District Revenues which would be generated by such project (each a “**Financing Plan**”). The creation of a Financing Plan shall be in coordination with MoDOT, as needed. Such Financing Plan shall include the terms and conditions on which Obligations may be issued by the District, if applicable. To become effective, each Financing Plan shall be approved by District resolution and the City may provide for Board of Aldermen approvals as deemed necessary by the City.

B. In the event that a Financing Plan is created for a development project, the Budget for the present or upcoming fiscal year shall be amended or prepared, as appropriate, to incorporate those items that will be funded according to the Funding Plan. Such Budget or amendment to a Budget shall account for any District revenues that will be generated by the development project.

Section 3.11. Distribution of the District Revenues. The City shall distribute the District Revenues then on deposit in its special trust account quarterly on each January 1, April 1, July 1, and October 1 in the following order of priority, except as provided herein:

- A. The City shall pay its Administration Fee from all District Revenues.
- B. The City shall pay Operating Costs of the District from all District Revenues.

C. The City shall provide a reimbursement payment to the City from all District Revenues for the Costs of Formation and the Advanced Funds incurred by the City in the amounts authorized by the Budget.

D. The City shall make payments for any District Services that are approved by the District, as budgeted and directed by the District. The District shall provide direction regarding the order of priority for the payment of District Services and the reimbursement payments made pursuant to paragraph E of this Section.

E. The City shall provide a reimbursement payment to the City, or other appropriate governmental entity, for any public improvements which may be funded from the District Sales Tax Revenues and the District Special Assessment Revenues, as allowed for each category of revenues and in accordance with the Budget.

F. The City shall make any payments authorized pursuant to a Financing Plan.

The order of priorities set forth in this Section may be modified by subsequent written instrument between the City and the District to provide adjustments, as necessary, to the ordering of payments pursuant to the approved Budgets and appropriation orders of the District.

ARTICLE 4: TERMINATION OF DISTRICT SALES TAX AND DISTRICT SPECIAL ASSESSMENTS

Section 4.1. Repeal of District Special Assessments. The District shall continue to impose the District Special Assessments until the City or other appropriate governmental entities have been fully reimbursed for all eligible public improvements.

Section 4.2. Repeal of District Sales Tax. The District shall continue to impose the District Sales Tax until the City or other appropriate parties have been fully reimbursed for all eligible costs which are funded by the District Sales Tax.

Section 4.3. Abolishment of the District. Unless extended in accordance with this Section, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax, and if necessary, the District Special Assessments, and abolishment of the District when all of those funded sources are no longer needed in accordance with Sections 4.1 and 4.2. Upon termination of the District, the City on behalf of the District shall:

- A. Retain the Administration Fee to which it is entitled in accordance with this Agreement.
- B. Pay all outstanding Operating Costs.
- C. Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District. The City shall be the official record keeper of the District, and shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the

District such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable such parties to determine whether the covenants, terms, and provisions of this Agreement have been met. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Records of the City. The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs with District Revenues. Such records shall be available for inspection by the District upon reasonable notice.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the City to make a payment required by this Agreement, and the continuance of such failure for twenty (20) days following written notice to the City from the District of such failure, or failure by the District to make a payment, in a timely manner as required by this Agreement; or

B. Failure by either Party in the performance of any other covenant, agreement, or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after the non-defaulting party has given written notice to the defaulting party specifying such default.

Section 6.2. Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action, or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and the Parties hereby waive the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 6.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 7.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the City and the District. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against either Party.

Section 7.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.5. Common Representation. The City and the District agree that the engagement of common special legal counsel for the City and the District does not materially limit the representation of the District or the City and will not adversely affect the relationship between the District and the City. To the extent that such common legal representation presents a conflict of interest due to the nature of the matter that may arise between the City and the District, the legal counsel shall proceed in accordance with the Missouri Rules of Professional Conduct.

Section 7.6. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

Section 7.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Administrator or his or her designee without the necessity of any action by the Board of Aldermen. The City Administrator may consult with the Board of Aldermen, as deemed necessary, to make decisions on such approvals.

Section 7.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director or his or her designee without the necessity of any action by the Board of Directors. The Executive Director may consult with the Board of Directors, as deemed necessary, to make decisions on such approvals.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PECULIAR, MISSOURI

By: _____
Holly Stark, Mayor

ATTEST:

City Clerk

**211TH STREET COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Executive Director

ATTEST:

Secretary

July 27, 2016

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

Dear Brad:

As requested by the Board of Alderman attached is a summary response from staff regarding Alderman Ford and Alderman Hammack's Transportation Funding presentation given on July 18th.

As was stated when the original draft list of capital projects related to the Capital Improvement Plan for 2017 to 2021 was presented on July 5th staff stands prepared to discuss moving forward with project prioritization. As you know this is a complex process involves complying with legal guidance in funding various projects and balancing the capital needs of the City programs, not only transportation but other citizen priorities such as public safety, parks and development.

We look forward to continuing the upcoming operating and capital budgeting process discussion with the Board.

As always feel free to contact me should you require additional assistance.

Respectfully,

Allen, Gibbs & Houlik, L.C.



Benjamin O. Hart, CPA
Vice President

City of Peculiar
Capital Improvement Plan 2017 to 2021
July 27, 2016

Staff response to Alderman Ford and Alderman Hammack July 18th Transportation Budget Presentation:

From the handouts provided by Ald. Ford:

1. Page 2:

- a. The page is a monthly summary income statement with a statement at the bottom leading staff to believe that an annual comparison hasn't been present to the Board upon amending the budget. The snapshot below is the first page of the last amended budget report provided to the Board. The page included in Ald. Ford's handout is merely reporting monthly activity. With discussion of the 2016-2017 budget it is staff intent to provide a similar report to what is below.



City of Peculiar, MO

Budget Comparison Report
Account Summary

| Account Number | 2013-2014 Total Activity | 2014-2015 Total Activity | 2015-2016 YTD Activity Through Jan | 2015-2016 | | Increase / (Decrease) | % |
|---|-----------------------------|-----------------------------|--|-----------------------|----------------------|--------------------------|-------------------|
| | | | | 2015-2016 Original | 2015-2016 Amended | | |
| Fund: 10 - General Fund | | | | | | | |
| Revenue | | | | | | | |
| Division: 00 - NON DIVISIONAL | | | | | | | |
| 10-00-60000 | Property Tax | 250,143.63 | 270,690.56 | 250,000.00 | 250,000.00 | 0.00 | 0.00 |
| 10-00-60200 | Sales Tax | 409,617.17 | 431,480.93 | 141,114.34 | 417,809.00 | 417,809.00 | 0.00 |
| 10-00-60300 | Use Tax | 83,208.92 | 101,330.44 | 40,766.50 | 90,000.00 | 90,000.00 | 0.00 |
| 10-00-60400 | Cigarette Tax | 27,341.89 | 33,099.20 | 9,479.36 | 27,000.00 | 27,000.00 | 0.00 |
| 10-00-61000 | Franchise Fees | 384,262.38 | 378,181.53 | 89,843.96 | 388,104.62 | 388,104.62 | 0.00 |
| 10-00-62000 | Business Licenses | 16,756.50 | 15,417.00 | 17,840.00 | 17,000.00 | 17,000.00 | 0.00 |
| 10-00-62100 | Liquor Licenses | 4,026.33 | 2,772.50 | 105.00 | 3,500.00 | 3,500.00 | 0.00 |
| 10-00-62200 | Special Use Permits | 528.50 | 550.50 | 850.75 | 500.00 | 500.00 | 0.00 |
| 10-00-62300 | Building-Zoning Permits | 15,456.43 | 25,308.82 | 3,950.75 | 16,000.00 | 16,000.00 | 0.00 |
| 10-00-63000 | City Services | 8,042.58 | 1,396.10 | 55.00 | 1,500.00 | 1,500.00 | 0.00 |
| 10-00-63100 | Animal Control | 5,978.67 | 3,435.00 | 891.00 | 5,000.00 | 5,000.00 | 0.00 |
| 10-00-63200 | Inspection Fees | 884.63 | 883.00 | 964.00 | 1,000.00 | 1,000.00 | 0.00 |
| 10-00-63300 | Police Reports | 810.90 | 705.00 | 450.50 | 1,000.00 | 1,000.00 | 0.00 |
| 10-00-63400 | SRO Services | 45,459.16 | 31,920.00 | 13,044.00 | 48,000.00 | 48,000.00 | 0.00 |
| 10-00-64200 | State Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-00-64300 | Federal Grants | 0.00 | 9,623.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-00-65000 | Fines & Forfeitures | 256,435.58 | 171,540.48 | 59,328.85 | 265,000.00 | 177,000.00 | -88,000.00 -33% |
| 10-00-65200 | Police Training | 0.00 | 1,594.64 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-00-66000 | Interest Income | 1,179.98 | 295.51 | 49.85 | 1,000.00 | 1,000.00 | 0.00 |
| 10-00-67000 | Annex Rental | 15,230.00 | 18,590.00 | 5,480.00 | 18,000.00 | 18,000.00 | 0.00 |
| 10-00-67110 | Sale of Property | 41,209.07 | 21,304.19 | 0.00 | 20,000.00 | 20,000.00 | 0.00 |
| 10-00-68000 | Public Contributions | 5,050.00 | 4,415.00 | 6,600.00 | 5,500.00 | 5,500.00 | 0.00 |
| 10-00-68010 | Donated Assets | 81,447.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-00-69000 | Reimbursed Expense | 32,662.77 | 26,020.22 | 3,252.93 | 30,000.00 | 30,000.00 | 0.00 |
| 10-00-69200 | Transfers In | 218,637.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-00-69900 | Bond Proceeds | 116,570.69 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Division: 00 - NON DIVISIONAL: | | 2,020,940.85 | 1,550,553.62 | 644,068.39 | 1,605,913.62 | 1,517,913.62 | 0.00 0.00% |
| Total Revenue: | | 2,020,940.85 | 1,550,553.62 | 644,068.39 | 1,605,913.62 | 1,517,913.62 | 0.00 0.00% |

- b. Staff has been providing this report to the Board since the inception of Incode, the current finance system without an indication from the Board as to the sufficiency of its data. An array of possibilities are available to the Board should they desire something different in the reports.

2. Page 3:

- a. The page is marked to indicate a duplication of a project. At the meeting this summary was presented it was noted that the report is showing **prior year** unfunded projects as well as the current year's requests. The noted duplicative project is included in the prior year total as well as the current year request. It is noted that a grand total at the bottom should not be included due it being irrelevant.
- b. The total current year requested of \$3,977,472 for 2017 on the page includes sidewalk projects. The page provided by the alderman makes the assumption that sidewalks are the responsibility of the resident. This appears to be a policy discussion item that the Board needs to provide staff direction.
- c. The page comes from a packet that was provided to the Board and reviewed at the July 5 meeting.

3. Page 4 and 5:

- a. The purpose of these pages are to convey the Board requested information – staff's top 5 projects. It is not intended to display all projects. Using these pages to total the transportation projects is inaccurate. The information provided on July 5th to the Board is the complete CIP requested by the Board. With that being said please consider the following -
- b. A statement was made by Ald. Ford that School Road, as presented on this page, has a total cost of \$671,000, not \$800,000. This is an inaccurate statement. While the cost of school road did decrease from last year's total it decreased from \$1,053,000 to \$970,996. The amount provided on the sheet is merely the 2017 total from the CIP page for this year.
- c. The first specific sidewalk project of \$77,790 was included in Ald. Ford's handwritten total of \$1,293,995 yet removed from page 3 of 9's total (see item 2.b above).
- d. The total of \$1,293,995 includes asphalt overlay - \$1,125,000, asphalt preventative maintenance on several roads - \$23,705, willow lane – \$67,500, specific sidewalk projects - \$77,790. The total below at the bottom of the page is marked as the total of \$1,260,000 which includes asphalt overlay - \$1,125,000, asphalt preventative - \$30,000, curbs & gutters - \$30,000, sidewalks - \$75,000.
 - i. It is neither clear which number is the Ald.'s priority, \$1,293,995 or the \$1,260,000 nor what the point of the two handwritten numbers are.

4. Page 6:

- a. No additional comments

5. Page 7:

- a. The point of page 7 appears to be the calculation of deferred **maintenance**. There is no argument that the City is behind on maintenance due to there not being enough funds. The calculation the Alderman is making of 6.3 years presented in the 6/30 column and 2.10 years in the 7/18 column is concerning. They make the assumption that all projects contained with the \$3,852,502 and \$1,293,995 are maintenance projects and that these amounts would continue to be needed when in fact, they are not. There are several new improvements included due to the overpass that should be removed to make the Ald.'s point. Furthermore, it would be a more concise calculation to have the City Engineer determine the appropriate calculation of deferred maintenance due to his experience and background.

6. Page 8:

- a. It appears that the point of the slide is to give the Board an example of the available funding for transportation projects. While the point of the page is valid the numbers are not. See below the related discussion.
- b. This page appears to present a potential funding source available to the tune of \$974,523 for transportation projects when in reality that number is \$87,969 per the calculation below.

| | Per Presentation | Less: | Net Available | |
|--|---------------------|-------------|---------------|---|
| Water retention study | \$200,000 | (\$200,000) | \$0 | \$ can only be used for water issues |
| Water meter relocation | \$55,000 | (\$55,000) | \$0 | \$ can only be used for water issues |
| Monument sign | \$74,000 | (\$74,000) | \$0 | Funds spent, unanimous vote |
| Sidewalk city hall to i-49 | \$300,784 | (\$300,784) | \$0 | Funds spent, unanimous vote |
| Peace park and McKernance Park Sidewalks | \$48,500 | (\$48,500) | \$0 | Spent on related parks |
| Buxton group | \$50,000 | (\$33,000) | \$17,000 | Approved w/ current budget 1/3 GF, 1/3 Water, 1/3 Sewer |
| Twin Oaks storm water | \$28,000 | | \$28,000 | |
| Parks department | \$217,969 | (\$175,000) | \$42,969 | Nonrecurring is \$175,000 |
| Grand Total | \$974,253 | (\$886,284) | \$87,969 | |

- c. At the bottom of the page there's a footnote marked with a "*" however the footnote demarcation appears to be absent in the text above it.
- d. Footnote marked with "i.e." states in the bottom line "... (approximately \$200k + approved earlier tonight)." It's is suspect that this page would be constructed between the time the agenda item immediately before this presentation and the presentation itself.

7. Page 9:

- a. This page attempts to indicate that the Parks Department is overspending it's budget when that is inaccurate. All amendments come before the Board to prevent this from happening.
- b. The page indicates that the 2015-16 amended budget is a typical budget for parks when that is inaccurate. The city had reserved in excess of \$200,000 for capital expenditures at Raisbeck Park. As a course of that process a \$175,000 expenditure was incurred during 2015/2016 that is considered to be one-time.
- c. The page also indicates that the budget for the department should be limited only to sales tax provided for the function. Several other revenues are generated due to the parks department function. Most of which are registration fees. These fees are only available to parks purposes and therefore are allocated back to the park budget. There is no direct subsidy from other funds to the parks department for the parks programs. In fact, the parks fund pays its share of allocated building fund expenditures on a monthly basis including accounting and auditing costs. The parks fund also shares in additional costs such as the sidewalk project. The bottom line of this fund is to spend only what is independently generated from the activities or designated revenue provide while serving the recreational needs of the Citizens of Peculiar. Advancing the mission of this fund means more folks stay in Peculiar to play opposed to going to neighboring communities.
- d. As for expenditures presented on this budget, the parks fund can be broken down into operating and capital. If one removes the capital portion you can actually see expenditures decreasing in 2015/2016. Which means the fund sacrificed operating budget to pay for a one time expenditure of \$175,000.

| | FY 2013/14 | FY 2014/15 | FY 2015/16 Thru June |
|-------------------------------------|-------------------|-------------------|---------------------------------|
| Revenues | 217,289.00 | 258,430.74 | 191,116.01 |
| Total Expenditures | 238,621.16 | 363,802.39 | 364,099.53 |
| Capital Purchases | (35,703.54) | (74,691.33) | (175,000.00) |
| Net operating and debt service | 202,917.62 | 289,111.06 | 189,099.53 |
| Net addition (loss) from operations | 14,371.38 | (30,680.32) | 2,016.48 |

- e. This fiscal year the department has realized a considerable increase in the program registrations due to the work of Grant Purkey. The Board should consider this as an opportunity to pat themselves on the back for such great, positive exposure to City services.

From the handouts provided by Ald. Hammack:

8. Page 1:

- a. The Board approved the paving of High Line Park "as recommended by staff". Staff recommended that this project be funded as previously approved by the

Board from the March budget amendment. Both Ald. Ford and Hammack voted affirmative the amendment.

- b. It is also staff's understanding that the items marked 1 through 4 are no longer "unfunded" as listed on this page due to them being approved for construction in the previous agenda item.
- c. Harr Grove Bridge is listed as a \$20,000 estimated cost item and is not in the current CIP.
- d. Harr Grove overlay is listed at \$236,000 with a concrete overlay and is listed in the CIP as a \$100,000 cost estimate.
- e. The page goes on to make some speculative assumptions related to grant funding and issuance of General Obligation bonds. Both of these items are policy issues the Board must deliberate.
- f. School Road phase 3 is funded to \$846,363 from the fund balances of Road & Street Fund and CIP Fund as discussed in the budget process for the 2015/2016 budget. **The City administrator has an update on these funds.**

9. Page 2:

- a. The page indicates that parks fund two sidewalk projects which is contrary to Ald. Ford's note in his presentation. Sidewalk funding is a policy discussion the Board must deliberate to give staff an indication of how to proceed.

10. General Comments:

- a. At the July 5th meeting it was requested that staff along with Ald. Ford and Hammack bring back each of their top 5 projects. Staff did just that – in line with the process of an open and strategic budget process. The Alderman appear to have given their top five projects 4 of which were approved for construction with the previous agenda item. The Aldermen did mention 3 projects that appear to be a priority on page 1 of Ald. Hammack's presentation.
- b. The presentation from both Ald. Ford and Ald. Hammack appear to have undertones of dissatisfaction with staff recommendations, processes and reporting. If this is the consensus of the entire Board then a future retreat or additional discussion may be warranted to align goals, strategies and tactics.

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



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

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

PUBLIC WORKS

PROPOSED CAPITAL IMPROVEMENT PROGRAM

2017-2021

TRANSPORTATION/STREETS

Asphalt Mill, Patch and Overlay Program
Asphalt Preventative Maintenance Program
Curb & Gutter
Sidewalks

STORM WATER

WATER

SANITARY SEWERS

City of Peculiar, Missouri
Capital Improvement Plan Projects
2017 thru 2021

| Cat. | Department | Pjrt # | Full Project Code | Funding Status | Project Name | 2015/2016 | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 |
|----------------------|------------------------|------------|-------------------|-------------------------|--|-----------|-----------|-----------|-----------|-----------|------------|
| Facility & Equipment | Information Technology | 17-001 | IT17-001 | Current Year Requested | City Hall PC's | - | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Facility & Equipment | Information Technology | 17-002 | IT17-002 | Current Year Requested | City Hall Servers (replace 2012 purchase) | - | - | 12,000 | - | - | - |
| Facility & Equipment | Information Technology | 17-003 | IT17-003 | Current Year Requested | Police Department Server Backup | - | 10,000 | - | - | - | - |
| Facility & Equipment | Information Technology | 17-004 | IT17-004 | Current Year Requested | Police Department PC Replacement | - | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Facility & Equipment | Information Technology | 17-005 | IT17-005 | Current Year Requested | Police Department Toughpad Replacement (in-car) | - | 4,500 | 4,500 | 4,500 | 4,500 | 4,500 |
| Facility & Equipment | Information Technology | 17-006 | IT17-006 | Current Year Requested | Firewall - Remote Sites | - | 2,300 | - | - | - | - |
| Facility & Equipment | Information Technology | 17-007 | IT17-007 | Current Year Requested | VOIP Phones | - | 3,400 | - | - | - | - |
| Facility & Equipment | Information Technology | 17-008 | IT17-008 | Current Year Requested | Wireless Internet and MVPL | - | 3,000 | - | - | - | - |
| Facility & Equipment | Information Technology | 18-001 | IT18-001 | Current Year Requested | City Hall Server (replace 2008 purchase) | - | 12,000 | - | - | - | - |
| Facility & Equipment | Parks | 16-001 | PK16-001 | Prior Year Funded | Raisbeck Phase 1 Park Renovation | 157,000 | - | - | - | - | - |
| Facility & Equipment | Parks | 17-001 | PK17-001 | Current Year Requested | Park Director Truck | - | 26,000 | - | - | - | - |
| Facility & Equipment | Parks | 17-002 | PK17-002 | Current Year Requested | Park Maintenance Truck | - | 26,000 | - | - | - | - |
| Facility & Equipment | Parks | 17-003 | PK17-003 | Current Year Requested | Raisbeck Maintenance Bldg Fence | - | 2,800 | - | - | - | - |
| Facility & Equipment | Parks | 17-004 | PK17-004 | Current Year Requested | Raisbeck Security Cameras | - | 1,640 | - | - | - | - |
| Facility & Equipment | Parks | 17-005 | PK17-005 | Current Year Requested | Outdoor Fitness Zone | - | 17,414 | - | - | - | - |
| Facility & Equipment | Parks | 17-006 | PK17-006 | Current Year Requested | Mowing & Landscaping Equipment | - | 17,944 | - | - | - | - |
| Facility & Equipment | Parks | 17-006alt. | PK17-006alt. | Current Year Requested | Mowing & Landscaping Equipment (Alt) | - | 9,400 | - | - | - | - |
| Facility & Equipment | Parks | 18-001 | PK18-001 | Prior Year Funded | F350 Replacement (2008) | - | - | 35,500 | - | - | - |
| Facility & Equipment | Parks | 18-001 | PK18-001 | Current Year Requested | Concession Trailer | - | - | 12,500 | - | - | - |
| Facility & Equipment | Parks | 18-002 | PK18-002 | Current Year Requested | Raisbeck Double Vault Restroom | - | - | 36,900 | - | - | - |
| Facility & Equipment | Parks | 18-004 | PK18-004 | Current Year Requested | Raisbeck Shelter Pavilion | - | - | 40,940 | - | - | - |
| Facility & Equipment | Parks | 18-005 | PK18-005 | Current Year Requested | John Deere XUV | - | - | 12,000 | - | - | - |
| Transportation | Parks | 18-003 | PK18-003 | Current Year Requested | Raisbeck Drive/Parking/Walkway Asphalt Improv. | - | - | 128,663 | - | - | - |
| Transportation | Parks | 16-003 | ST16-003 | Prior Year Requested | Highline Parking Lot | 20,000 | - | - | - | - | - |
| Facility & Equipment | Police Department | 17-001 | PD17-001 | Current Year Requested | Police Vehicle Equipment/Replacement | - | 8,800 | 29,000 | 30,000 | 31,000 | - |
| Facility & Equipment | Public Works | 17-001 | FA17-001 | Current Year Requested | Salt Shed | - | 50,000 | - | - | - | - |
| Facility & Equipment | Public Works | 17-002 | FA 17-002 | Current Year Requested | GIS Phase III | - | 50,000 | - | - | - | - |
| Facility & Equipment | Public Works | 15-005 | ST 15-005 | Prior Year Requested | Two F550 Trucks | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| Facility & Equipment | Public Works | 16-005 | ST 16-005 | Prior Year Requested | Roller Attachment to Skid Steer | 11,000 | - | - | - | - | - |
| Facility & Equipment | Public Works | 16-006 | ST 16-006 | Prior Year Requested | Flail Mower for Mini Excavator | 11,000 | - | - | - | - | - |
| Facility & Equipment | Public Works | 17-021 | ST17-021 | Current Year Requested | Trailer | - | 10,000 | - | - | - | - |
| Facility & Equipment | Public Works | 17-022 | ST17-022 | Current Year Requested | Crack Machine | - | 40,000 | - | - | - | - |
| Facility & Equipment | Public Works | 18-001 | WA18-001 | Unfunded Year Requested | Water Truck | - | - | 35,500 | - | - | - |
| Facility & Equipment | Public Works | 15-001 | FA 15-001 | Prior Year Funded | Wastewater Treatment Plant Roof | 40,000 | - | - | - | - | - |
| Facility & Equipment | Public Works | 15-001 | MO15-001 | Prior Years Funded | Peculiar Monument Sign | 166,525 | - | - | - | - | - |
| Facility & Equipment | Public Works | 16-002 | WA16-002 | Prior Year Funded | F350 Replacement (2008) | - | 35,500 | - | - | - | - |
| Sewer | Public Works | 20-005 | SE20-005 | Unfunded Year Requested | NW Pec. 24" Sanitary Sewer Improv. | - | - | - | - | 2,397,000 | - |
| Sewer | Public Works | 15-001 | SE15-001 | Prior Year Funded | Line E06-005 to E06-012 Repair | 24,000 | - | - | - | - | - |
| Sewer | Public Works | 15-002 | SE15-002 | Prior Year Funded | Clarifier Basin Covers | 25,000 | 50,000 | - | - | - | - |
| Sewer | Public Works | 15-003 | SE15-003 | Prior Year Funded | Spencer Addition Sewer Line Upgrade | 51,000 | - | 50,000 | - | 50,000 | - |
| Sewer | Public Works | 15-004 | SE15-004 | Prior Year Funded | Sewer Trenchless Liner Yearly | 37,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| Sewer | Public Works | 15-005 | SE15-005 | Prior Year Funded | 211th Street Sewer Improvements | - | - | - | - | - | - |
| Sewer | Public Works | 15-006 | SE15-006 | Prior Year Funded | Sewer Main Jetting & CCTV | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| Sewer | Public Works | 16-001 | SE16-001 | Prior Year Funded | Generator for WWTP headwork's facility | 25,000 | - | - | - | - | - |
| Sewer | Public Works | 16-002 | SE16-002 | Prior Year Funded | Private Sector I/I Removal | - | 33,000 | 25,000 | 25,000 | 100,000 | - |
| Sewer | Public Works | 16-003 | SE16-003 | Prior Year Funded | Manhole Rehab Phase 1 | - | 68,000 | 63,000 | 63,000 | - | - |
| Sewer | Public Works | 16-004 | SE16-004 | Prior Year Funded | Phase 2 sewer assessments | 75,000 | 75,000 | 75,000 | 75,000 | - | - |
| Sewer | Public Works | 16-005 | SE16-005 | Prior Year Funded | WWTP Aeration Basin | 100,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| Sewer | Public Works | 16-006 | SE16-006 | Current Year Requested | 21819 Peculiar Drive Gravity Main | - | 40,000 | - | - | - | - |
| Sewer | Public Works | 17-001 | SE17-001 | Prior Year Funded | Generator for RV Park lift station | - | 25,000 | - | - | - | - |
| Sewer | Public Works | 17-002 | SE17-002 | Prior Year Funded | Manhole Rehab Phase 2 | - | 67,000 | - | 62,000 | 62,000 | - |
| Sewer | Public Works | 17-003 | SE17-003 | Current Year Requested | SE Pec Drive Ind. Pk Lift station Engineering options | - | 5,000 | 475,250 | - | - | - |
| Sewer | Public Works | 17-004 | SE17-004 | Current Year Requested | East Lift Station Study-Grit Removal | - | 5,000 | - | - | - | - |
| Sewer | Public Works | 18-001 | SE18-001 | Prior Year Funded | Garage Addition WWTP | - | - | - | - | - | 45,000 |
| Sewer | Public Works | 18-002 | SE18-002 | Unfunded Prior Year | Phase 1 Sewer Relief | - | 321,964 | 2,173,257 | - | - | - |
| Sewer | Public Works | 18-003 | SE18-003 | Unfunded Prior Year | Phase 2 Relief Sewer | - | 238,565 | 1,610,314 | - | - | - |
| Sewer | Public Works | 18-004 | SE18-004 | Unfunded Prior Year | Phase 3 relief sewer | - | 209,946 | 1,417,136 | - | - | - |
| Sewer | Public Works | 18-005 | SE18-005 | Unfunded Prior Year | Phase 4 relief sewer | - | 144,069 | 972,466 | - | - | - |
| Sewer | Public Works | 18-006 | SE18-006 | Unfunded Prior Year | Phase 5 relief sewer | - | 134,451 | 907,545 | - | - | - |
| | | | | | | 1,048,995 | 7,080,718 | 8,129,713 | | | |
| Sewer | Public Works | 19-001 | SE19-001 | Unfunded Prior Year | Sludge Truck Replacement | - | - | - | - | 120,000 | - |
| Sewer | Public Works | 19-002 | SE19-002 | Unfunded Prior Year | WWTP Disinfection | - | - | - | 200,000 | 300,000 | - |
| Sewer | Public Works | 20-001 | SE20-001 | Unfunded Prior Year | NW 7.8 MGD Lift Station & 12" Force Main | - | - | - | - | 5,349,600 | - |
| Sewer | Public Works | 20-002 | SE20-002 | Unfunded Prior Year | NW Gravity Scenario 1 | - | - | - | - | - | 47,126,200 |
| Sewer | Public Works | 20-003 | SE20-003 | Unfunded Prior Year | New WWTP Lift Station | - | - | - | - | 9,259,000 | - |
| Sewer | Public Works | 20-004 | SE20-004 | Unfunded Prior Year | Force Main, Gravity Sewer Belton WWTP | - | - | - | - | - | 26,106,650 |
| Storm Water | Public Works | 15-001 | SW15-001 | Unfunded Prior Year | 211 St. SW Basin Lake Dean | 249,000 | - | - | - | - | 3,246,279 |
| | | | | | | | | | | | |
| Storm Water | Public Works | 16-001 | SW16-001 | Prior Year Funded | Twin Oaks Emergency Storm Water replacement Pipe Project | 36,000 | - | - | - | - | - |
| | | | | | | | | | | | |
| Storm Water | Public Works | 17-001 | SW17-001 | Current Year Requested | NE-11 Install a parallel 21-inch dia. RCP under J Hwy | - | 14,100 | - | - | - | - |
| | | | | | | | | | | | |
| Storm Water | Public Works | 18-001 | SW18-001 | Unfunded Prior Year | SE-3 Lower road profile for Belinda Circle, and regrade downstream ditch on E. 3rd St | - | - | 85,500 | - | - | - |
| | | | | | | | | | | | |
| Storm Water | Public Works | 19-001 | SW19-001 | Unfunded Prior Year | SE-2 Construct headwall around existing culverts to increase capacity to prevent roadway flooding on E. 3rd St | - | - | - | 20,000 | - | - |
| | | | | | | | | | | | |
| Storm Water | Public Works | 20-001 | SW20-001 | Unfunded Prior Year | SW-1 Install 48-Inch dia. RCP under YY Hwy near KCP&L substation in Stetter's Creek | - | - | - | - | 30,000 | - |
| | | | | | | | | | | | |
| Storm Water | Public Works | 20-002 | SW20-002 | Unfunded Prior Year | NE-6 Install a parallel 60-inch dia. RCP under Kendall Road | - | - | - | - | 37,000 | - |
| | | | | | | | | | | | |
| Storm Water | Public Works | 21-001 | SW21-001 | Unfunded Prior Year | SC-3 Extend both ends of existing 9' x 5' RCP box culvert on both ends under 227th Street | - | - | - | - | - | 35,000 |
| Transportation | Public Works | 15-001 | ST15-001 | Prior Year Funded | N. Main Overlay, Summerskill to Bradley's Cross. | - | - | - | - | - | - |
| Transportation | Public Works | 15-002 | ST15-002 | Prior Year Funded | Glengera, Elm St to S of Low Water Bridge | - | - | - | - | - | - |
| Transportation | Public Works | 15-003 | ST15-003 | Prior Year Funded | Shishir, Glengera to Hurley | - | - | - | - | - | - |
| Transportation | Public Works | 15-003A | ST15-003A | Prior Year Funded | Highview Court Cul-de-Sac | - | - | - | - | - | - |
| Transportation | Public Works | 15-003B | ST15-003B | Prior Year Funded | Sively from South St. to Arena | - | - | - | - | - | - |
| Transportation | Public Works | 15-004 | ST15-004 | Prior Year Funded | 233rd St. Dust Control | 12,000 | - | - | - | - | - |
| Transportation | Public Works | 15-006 | ST15-006 | Prior Year Funded | 1-49 & 211th Street Interchange J4B2247 Project | 9,906,511 | - | - | - | - | - |
| Transportation | Public Works | 15-007 | ST15-007 | Prior Year Funded | 211th Street J4P2247B Project | 1,900,585 | - | - | - | - | - |
| Transportation | Public Works | 15-008 | ST15-008 | Prior Year Requested | School Road Phase 3 | - | 670,996 | - | - | - | - |
| Transportation | Public Works | 15-009 | ST15-009 | Prior Year Funded | Asphalt Preventative | 30,000 | - | - | - | - | - |
| Transportation | Public Works | 15-010 | ST15-010 | Prior Year Funded | Bridal Trail | 74,000 | - | - | - | - | - |
| Transportation | Public Works | 16-001 | ST16-001 | Prior Year Funded | Peculiar Way, from Harper Rd to Peculiar Dr | 130,000 | - | - | - | - | - |
| Transportation | Public Works | 16-001a | ST16-001a | Prior Year Funded | Curb and gutter | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | - |
| Transportation | Public Works | 16-002a | ST16-002a | Prior Year Requested | Kayla Drive | 21,000 | - | - | - | - | - |
| Transportation | Public Works | 16-002b | ST16-002b | Prior Year Requested | Shadow Glenn, Phase 1 | 45,000 | - | - | - | - | - |
| Transportation | Public Works | 17-001 | ST17-001 | Current Year Requested | School Road from Peculiar Way to J Hwy | - | 310,000 | - | - | - | - |
| Transportation | Public Works | 17-003 | ST17-003 | Unfunded Prior Year | 233rd St. Asphalt Overlay | - | - | - | - | - | 70,000 |
| Transportation | Public Works | 17-004 | ST17-004 | Current Year Requested | Harper Road from YY Hwy to Peculiar Dr. | - | 341,045 | - | - | - | - |
| Transportation | Public Works | 17-005 | ST17-005 | Current Year Requested | Curb and Gutter Program (staff # 17-005 to 21-002) | - | 75,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| Transportation | Public Works | 17-006 | ST17-006 | Current Year Requested | Asphalt Preventative (staff #17-006 & 18-002) | - | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| Transportation | Public Works | 17-007 | ST17-007 | Unfunded Prior Year | City Lake Park E and W Asphalt Overlay | - | - | - | - | - | 35,000 |
| Transportation | Public Works | 17-008 | ST17-008 | Current Year Requested | Gregory Elm St. to Kayla Asphalt Overlay | - | 34,400 | - | - | - | - |
| Transportation | Public Works | 17-009 | ST17-009 | Current Year Requested | Harr Grove Elm St., to J Hwy Asphalt Overlay | - | 79,700 | - | - | - | - |
| Transportation | Public Works | 1 | | | | | | | | | |

City of Peculiar, Missouri

Proposed Funded/Unfunded Capital Improvement Plan Projects

2017 thru 2021

| Projects | Project Name | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020-2021 | 2021-2022 | 2022-2023 |
|--------------------------------|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| TRANSPORTATION PROJECTS | | | | | | | | |
| Asphalt Overlay | | 1975000 | 200000 | 200000 | 200000 | 200000 | 200,000 | 200000 |
| ST 15-008 | 1. School Road from 203rd Street to Peculiar Way (formerly know as 211th Street) Phase 3 | 671000 | | | | | | |
| ST 17-004 | 2. Harper Road north of YY Hwy to Peculiar Drive | 341045 | | | | | | |
| ST 17-001 | 3. School Road from Peculiar Way to J Hwy | 310000 | 310000 | | | | | |
| ST 17-003 | 4. 233rd Street from C Hwy to East City limits <i>(Mayor and BOA, requested this project be removed from FY 2016-2017)</i> | | | | | | 70000 | |
| ST 17-008 | 5. Gregory from Elm Street to Kayla | 34400 | | | | | | |
| ST 17-009 | 6. Harr Grove from Elm Street to J Hwy | 79700 | | | | | | |
| ST 17-010 | 7. Elm Street from School Road to Gregory | 54800 | | | | | | |
| ST 17-011 | 8. Harper Road from 227th Street to entrance of 66 Acre Park (222nd St) | 97300 | | | | | | |
| ST 17-012 | 9. Old Town Rd from J Hwy to 223rd Street | 96700 | | | | | | |
| ST 17-013 | 10. Cemetery Road from J Hwy to Old Town Road | 16100 | | | | | | |
| ST 17-014 | 11. E 223rd Street from SE outer Belt Rd to East city limits | 44500 | | | | | | |
| ST 17-016 | 12. Shari Drive cul-de-Sac | 11700 | | | | | | |
| ST 17-007 | 13. City Lake Park Drives <i>(Mayor and BOA requested this project not to be funded by Capital Street)</i> | | | | | | | 35000 |
| ST 17-007 | 14. North Main St from C Hwy to Summerskill Rd. <i>(Mayor and BOA requested this project be possibly added to the Capital Street program)</i> | 51000 | | | | | | |
| | <i>(Southern portion of Kendall Road, Branic Dr, and 221st St)</i> | | | | | | 134,179 | |
| | <i>(All of S Hurley, Arena Dr, South half of Sivley, Buckaroo, Maverick Cir, and Trackside Dr)</i> | | | | | | 117,943 | |
| | <i>(Lombarado Ln, Lucca Ln, Sienna Dr, Murlo Dr, Murlo Circle, and Shari Drive)</i> | | | | | | | 120,887 |
| | <i>(W 4th St, W Center from W 4th St to W 3rd St, W 3rd St from W Center to W South St, W South St from W 3rd to W 2nd St, W 2nd St from W South to W Broadway, W South from Main to W 1st and W 1st from W South to W Broadway)</i> | | | | | | | 122,866 |
| Asphalt Preventative | | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | | - |
| | <i>(N Main St, Glengera from Elm to Shishir, all of Shishir, Sivley from E South to Buckaroo, and W Broadway from W 2nd St to Main)</i> | 23,705 | | | | | | |
| | <i>(E 1st Street and E 217th Street)</i> | | 7,357 | | | | | |
| | TBD | | | | | | | |
| Curb & Gutters | | 75,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| | Willow Lane, from Peculiar Drive to Meadow Lane 2700 L.F.. | 67,500 | | | | | | |
| | Meadow Lane, from Willow Lane to YY Hwy 1500 L.F.. | | 37,500 | | | | | |
| | Meadow Court , from Willow Lane to Meadow Lane cul-de-sac 1000L.F. | | | 25,000 | | | | |
| | White Oak Street from School Road to the end of phase 1, 1650 L.F.. | | | | 41,250 | | | |
| | Pin Oak Lane from 213th Terrace to Pin Oak Lane cul-de-sac 1,700 L.F.. | | | | | 42,500 | | |
| | 214th Terrace from Red Oak Lane to end of Phase 1; Red Oak Lane from 214th Street to White Oak Street; and 214th Street from Pin Oak Lane to end of Phase 1; 2650 L.F.. | | | | | | 66,250 | |
| | 213th Terrace from School Rd to end of Phase 1; Red Oak Lane from 213th Court to 213th Terrace; and 213th Court from 213th Court cul-de-sac to end of Phase 1; 2500 L.F.. | | | | | | | 62,500 |

City of Peculiar, Missouri

Proposed Funded/Unfunded Capital Improvement Plan Projects

2017 thru 2021

| | | | | | |
|--|--------|--------|--------|--------|--------|
| Sidewalks | 77,790 | 75,000 | 75,000 | 75,000 | 75,000 |
| (W Broadway from W 1st St to W 4th St, W 4th St form W Broadway to Highline trailhead and E South St from Main St to E 2nd St) | 77,790 | | | | |
| (E Center from Main St to E 3rd St, and E South St from E 2nd to S Hurley, and E 3rd from E South to E Broadway) | | 71,880 | | | |
| (E North St from Main to E 3rd St, E Broadway from Main St to E. 3rd St, and E Center from E 3rd St to S Hurley) | | | 82,500 | | |
| (W 1st St from Peculiar Dr to Broadway, W 2nd St from Peculiar Dr to W Center, S Hurley from E Center to South St, and Belinda Circle) | | | | 71,610 | |
| E 1st St from E North St to E South St, and E 2nd St from E North St to E South St and S Hurley from E South St to Arena Dr) | | | | | 73,470 |

STORM WATER PROJECTS

| | | | | | | |
|---|-------|-------|-------|-------|-------|---------|
| Storm Water | 25000 | 25000 | 25000 | 25000 | 25000 | - |
| NE-11 Install a parallel 24-inch diameter RCP under J Hwy, Priority Rating 32.31 <i>(Mayor and BOA requested that this project be submitted to MoDOT)</i> | 14100 | | | | | |
| SE-3 Lower the road profile for Belinda Circle, and regrade downstream ditch on E. 23rd Street Priority Rating 18.27 | | 85500 | | | | |
| SE-2 Construct headwall around existing culvers to increase capacity to prevent roadway flooding on E. 3rd Street Priority Rating 16.68 | | | 20000 | | | |
| SW-1 Install 48-Inch Diameter RCP under YY Hwy near KCP&L substation in Setter's Creek Priority Rating 15.28 <i>(Mayor and BOA requested that this project be submitted to MoDOT)</i> | | | | 30000 | | |
| NE-6 Install a parallel 60inch diameter RCP under Kendall Road , Priority Rating 9.59 | | | | 37000 | | |
| SC-3 Extend both ends of existing 9' x 5' RCP box culvert on both ends under 227th Street Priority rating 9.43 | | | | | 35000 | |
| SW 15-001 NC-1 Lake Dean, Priority Rating 3.04 | | | | | | 3250000 |

UTILITY PROJECTS

| | | | | | |
|---|-----------|-----------|--|--|--|
| Water | | | | | |
| WA 15-002 12-Inch Water Transmission Main KCMO Raymore to Peculiar along J Hwy and 211th Street | 2560130 | 1616722 | | | |
| WA 15-004 12-Inch Water Distribution Main Spencer Addition | 327940 | | | | |
| WA15-005 12-Inch Water Distribution Main Harr Grove Road | | 259059 | | | |
| WA 17-002 Water Hydraulic Model Upgrade - for 12 Inch KCMO Transmission Main to Peculiar | 100000 | | | | |
| WA 17-0032 Generator at the Ground Water Storage Tank | 28000 | | | | |
| WA 17-004 Altitude Valve and Valve Vault at the Ground Water Storage Tank | 30000 | | | | |
| WA 17-001 Land Purchase Elevated Tank near Huback Hill Road and J Hwy | 50000 | | | | |
| Subtotal | 3,096,070 | 1,875,781 | | | |

Sewer

| | | | | | |
|--------------------------------|-----------|-----------|--|--|--|
| Sewer | | | | | |
| WWTP Disinfection Project | 300000 | 200000 | | | |
| SE 18-002 Phase 1 Relief Sewer | 321964 | 2179257 | | | |
| SE 18-003 Phase 2 Relief Sewer | 238565 | 1610314 | | | |
| SE 18-004 Phase 3 Relief Sewer | 209946 | 1417136 | | | |
| SE 18-005 Phase 4 Relief Sewer | 144069 | 972466 | | | |
| SE 18-006 Phase 5 Relief Sewer | 134451 | 907545 | | | |
| Subtotal | 1,348,995 | 7,286,718 | | | |

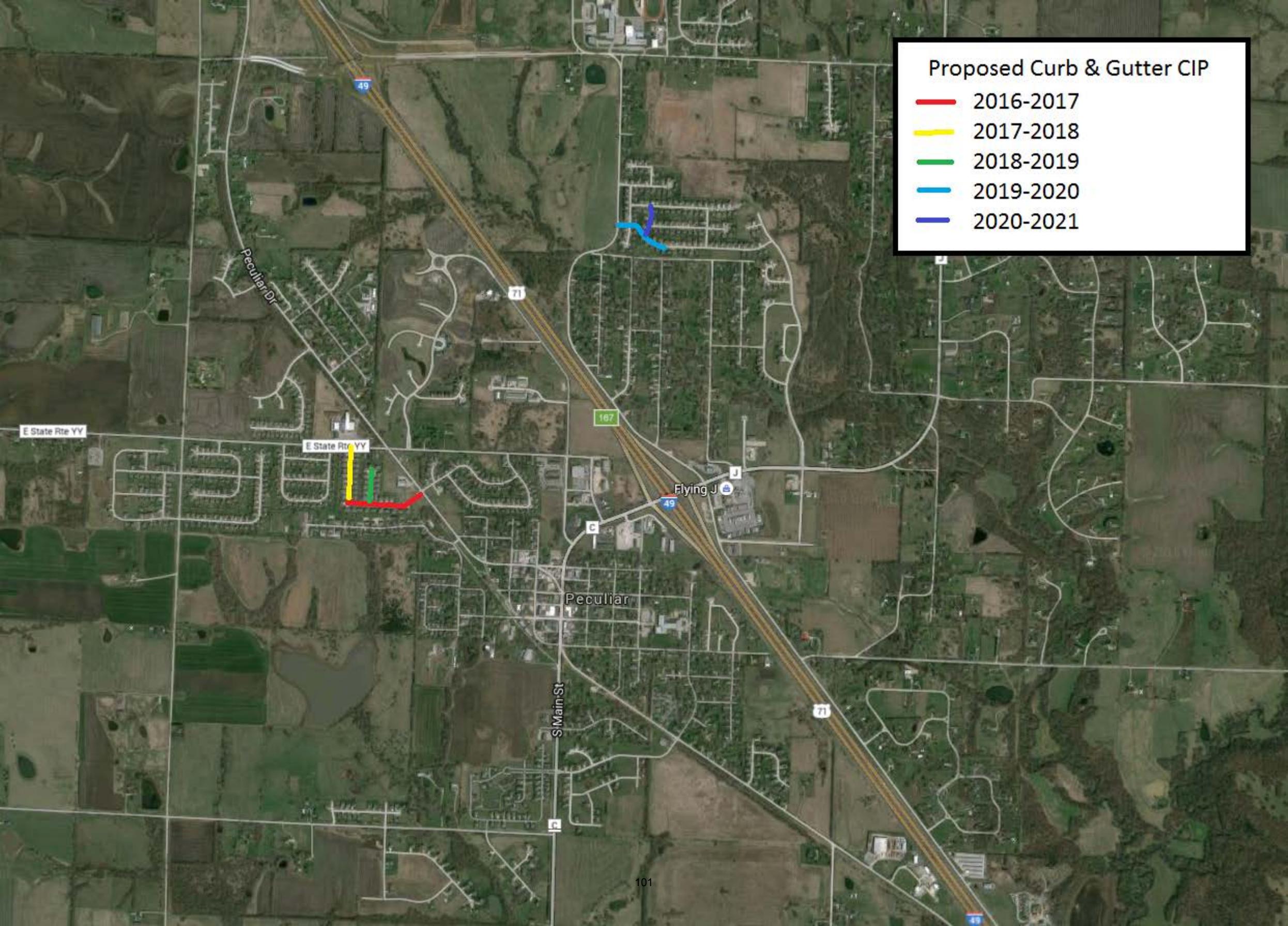
City of Peculiar, Missouri

Proposed Funded/Unfunded Capital Improvement Plan Projects

2017 thru 2021

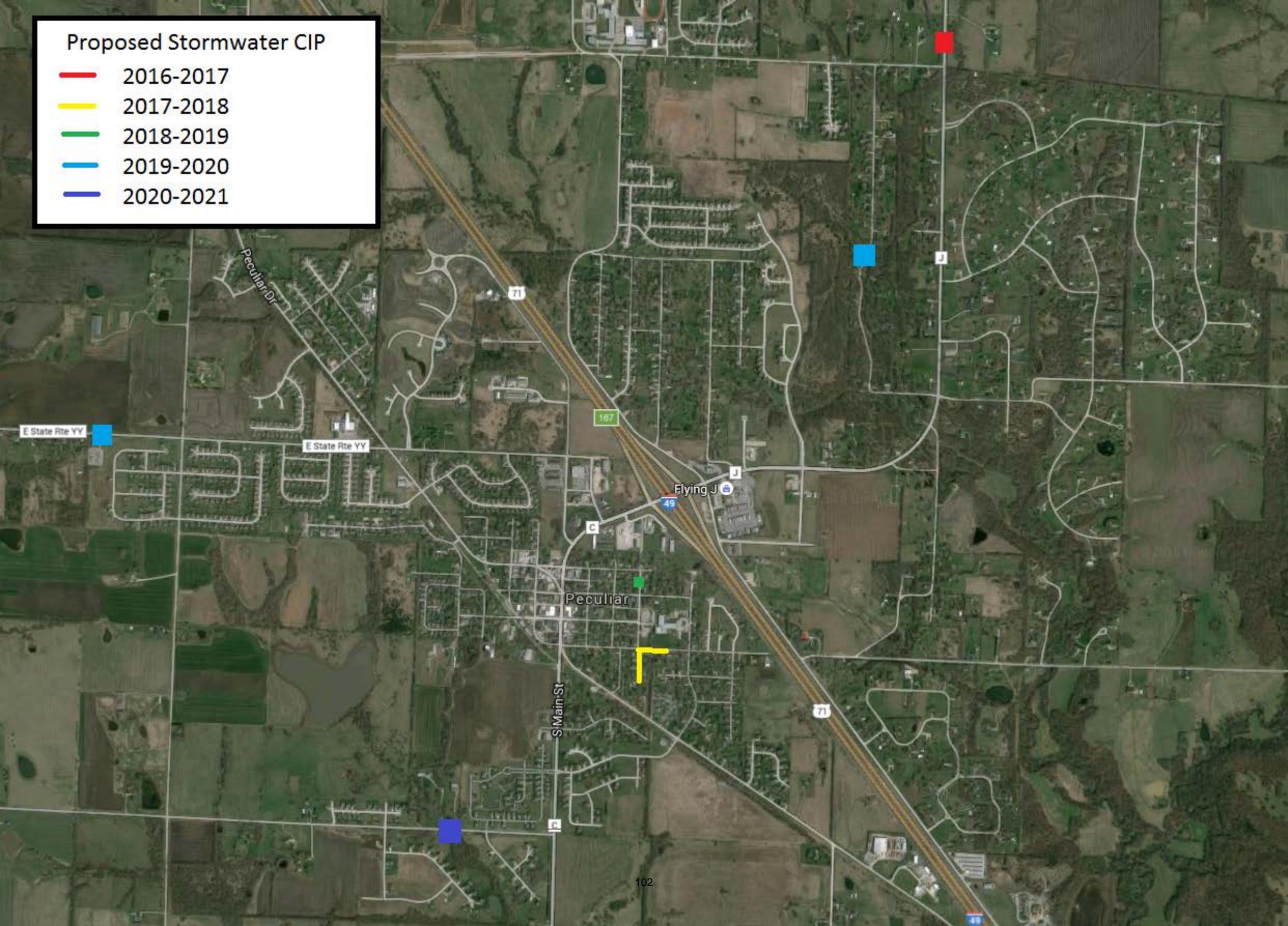
Proposed Curb & Gutter CIP

- 2016-2017
- 2017-2018
- 2018-2019
- 2019-2020
- 2020-2021



Proposed Stormwater CIP

- 2016-2017
- 2017-2018
- 2018-2019
- 2019-2020
- 2020-2021

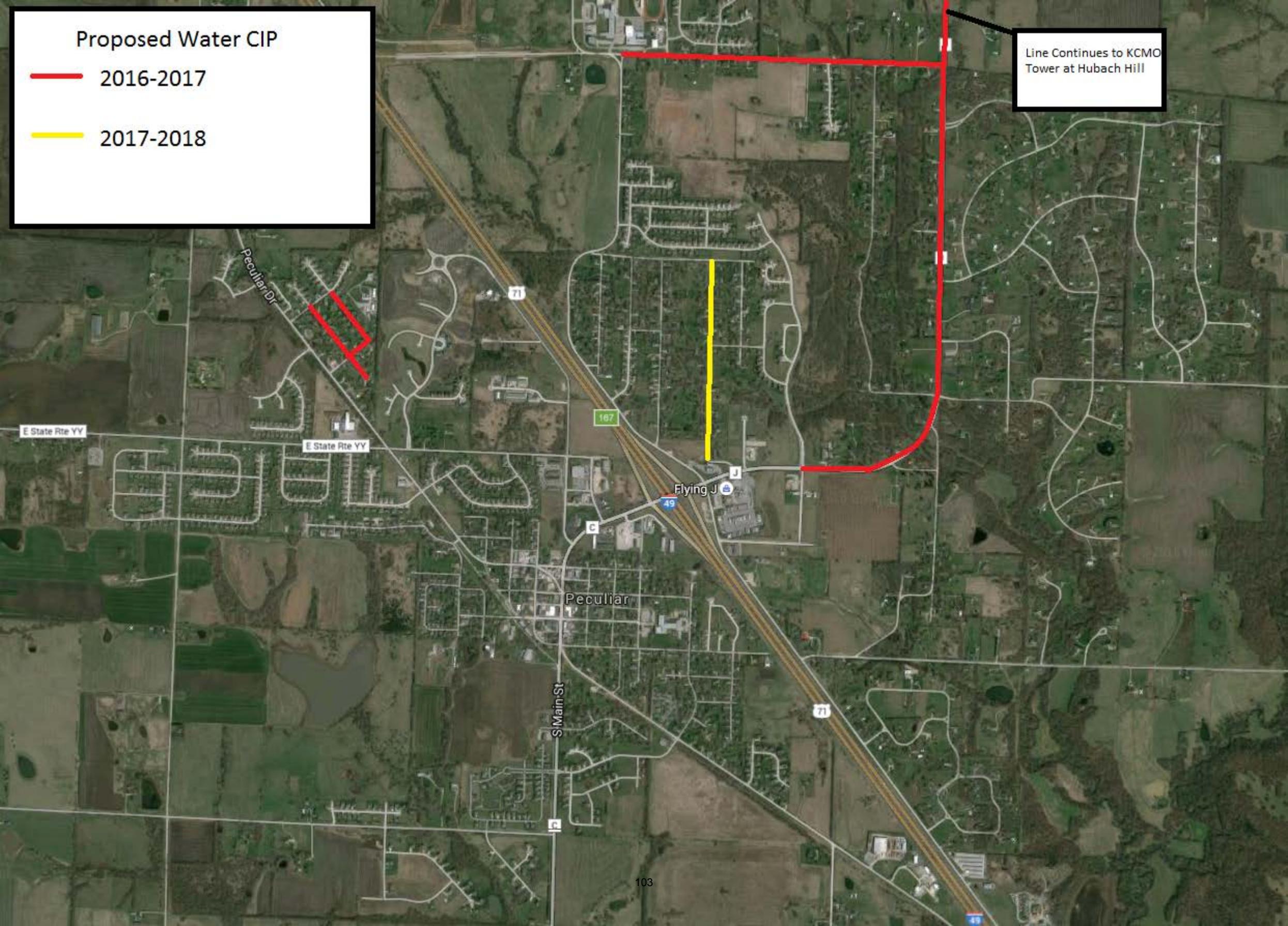


Proposed Water CIP

— 2016-2017

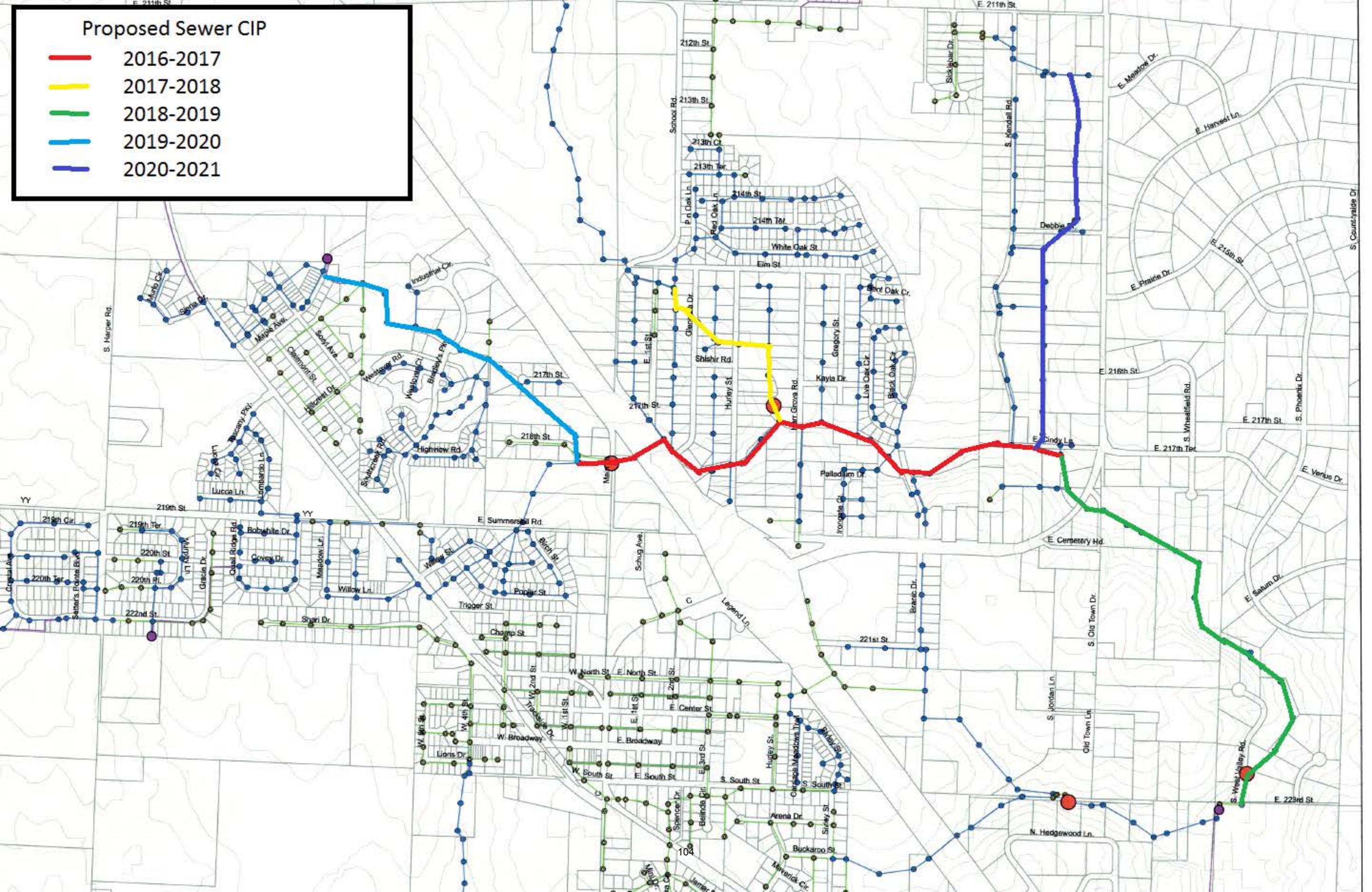
— 2017-2018

Line Continues to KCMO
Tower at Hubach Hill



Proposed Sewer CIP

- 2016-2017
- 2017-2018
- 2018-2019
- 2019-2020
- 2020-2021



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
Joseph G. Lauber

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: Clifford L. McDonald
Date: August 1st, 2016
Re: Fireworks - Topic of Discussion.

GENERAL INFORMATION

Applicant: N/A

Status of Applicant: N/A

Requested Actions: Board of Aldermen to review the policies of neighboring Cities (attached) and consider amending Peculiar’s Fireworks Ordinance.

Date of Application: July 18, 2016

Purpose: Per the BOA’s direction, consider an amendment to the Fireworks Ordinance to allow the discharge of Fireworks on other than July 4th by permit.

Property Location (if applicable): City-wide

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

None.

KEY ISSUES

Peculiar’s Ordinance allows for the Discharge of Fireworks on July 4th only, there is no provision for a citizen to secure permission to discharge fireworks on another date. The BOA asked Staff to present an amendment to provide options for our residents.

STAFF COMMENTS AND SUGGESTIONS

None.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review Peculiar's Fireworks Ordinance and compare it with those of the Cities of Belton, Raymore and Harrisonville. Consider the draft amendment to provide residents with an option of obtaining a permit to discharge fireworks on other than July 4th and provide Staff with direction for further action if necessary.

ATTACHMENTS

1. Fireworks Ordinance of Surrounding Communities.
-

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

FIREWORKS ORDINANCE, SURROUNDING COMMUNITIES

JULY 22, 2016

| <u>CITY</u> | <u>DISCHARGE AUTHORIZED</u> | <u>HOURS AUTHORIZED</u> |
|----------------------|---|--|
| BELTON* | JUNE 28TH – JULY 3RD JULY 4TH | 10:00 AM – 10:00 PM 10:00 AM – MIDNIGHT |
| RAYMORE* | JULY 1ST - JULY 3RD JULY 4TH | 10:00 AM – 10:00 PM 10:00 AM – MIDNIGHT |
| HARRISONVILLE | JULY 1ST - JULY 3RD JULY 4TH | 7:00 AM – 10:00 PM 7:00 AM – MIDNIGHT |

*** On Sundays Fireworks may not be discharged before 12:00 Noon.**

NOTE: Harrisonville : No person shall discharge any fireworks within the corporate limits of the City without a permit except during the period of July 1 to July 4.

Raymore: The City Council, by resolution, may permit the discharge or shooting of special fireworks on public or private property on July fourth (4th) or such other date as the Council may authorize, if the same is a public display for which no admission charge is collected and if the same is sponsored and conducted by the City or one (1) or more local organizations.

CITY OF PECULIAR FIREWORKS ORDINANCE

JULY 2016

Section 240.070 Board of Aldermen To Permit Display — When.

[Ord. No. 51980A (298) Art. VII, 5-19-1980]

That the Board of Aldermen, by resolution, may permit the discharge or shooting of fireworks or firecrackers on public or private property within the business district on July 4, if the same is a public display, for which no admission charge is collected, and if the same is sponsored and conducted by a local organization.

OPTION FOR PERMITTING FIREWORKS OTHER THAN JULY 4TH

Section 240.070 Board of Aldermen To Permit Display — When.(REVISED)

[Ord. No. 51980A (298) Art. VII, 5-19-1980]

That the Board of Aldermen, by resolution, may permit the discharge or shooting of fireworks or firecrackers on public or private property ~~within the business district~~ on **other than** July 4th, if the same is a public display, for which no admission charge is collected, ~~and~~ **or** if the same is sponsored and conducted by a local organization.

NOTE: This Fireworks Permit could be addressed by a Temporary Use Permit Application (\$20.00 Fee), presented for the Board's consideration for approval, at the last Board Meeting in June of each year.