BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Monday, November 21, 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, November 21, 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. Consent Agenda

A. Approval of the Draft Minutes of October 17, 2016 BOA Meeting.

B. Approval of the Draft Minutes of November 7, 2016 Worksession Meeting.

C. Resolution No. 2016-41 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF CINDI L. MAYER TO THE PECULIAR PARK BOARD.

D. Resolution No. 2016-42 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF DANNY SMITH TO THE PECULIAR PARK BOARD.

6. Unfinished Business –

A. Bill No. 2016 – 19 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REPLAT OF BRADLEY'S CROSSING INDUSTRIAL PH 1, LOTS 1, 3, 4, 5, 7, 8, 9, 10, 11 AND 12 SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.
2nd Reading

B. Bill No. 2016-20 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI IMPLEMENTING EMERGENCY SNOW ROUTES AND ESTABLISHING PENALTIES FOR INTERFERING WITH THE EMERGENCY SNOW ROUTES.
2nd Reading

7. New Business –

A. Resolution No. 2016-43 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE CONTRACT WITH KANSAS CITY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A WATER PURCHASE AGREEMENT.

B. Resolution No. 2016-44 - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH FAIRPOINT COMMUNICATIONS, INC.

C. Resolution No. 2016-45 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AUTHORIZATION FOR SIX STREET LIGHT ADDITIONS FOR THE CITY OF PECULIAR.

D. Bill No. 2016-21 - AN ORDINANCE AMENDING THE CITY CODE TO COMPLY WITH PROVISIONS OF MISSOURI SENATE BILL 572.
1st Reading

8. Topic for Discussion –

A. 2015-2016 Fiscal Year State of the City Report presented by City Administrator Brad Ratliff

B. City of Peculiar Legislative Policy 2017 presented by City Administrator Brad Ratliff

9. City Administrator Report

10. Aldermen Directives

11. Executive Session-

The City Administrator has requested a 30-minute Executive Session, per RSMo. 610.021(2)

12. Adjournment

Board of Aldermen Regular Meeting Minutes
Monday, October 17, 2016

A regular work session meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday, October 17, 2016. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Jeff Harlan, Patrick Roberts, Jerry Ford, Veronika Ray, Matt Hammack and Homer Dunsworth noted as an excused absence.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney's Office Peter Rottgers, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks, Business Office Manager Trudy Prickett, Phillip Costanzo IT Systems Administrator and City Clerk Janet Burlingame.

City Clerk Janet Burlingame recited the Board of Alderman Statement.

Consent Agenda

A. **Approval of the Draft Minutes of September 19, 2016 BOA Meeting.**

B. **Approval of the Draft Minutes of October 3, 2016 Worksession Meeting.**

Alderman Ford moved to accept the consent agenda as presented and seconded by Alderman Roberts, consent agenda was approved by a 5-0 voice vote.

Alderman Dunsworth	Absent	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

Unfinished Business –

A. **Bill No. 2016-16 - AN ORDINANCE AMENDING THE CITY CODE TO EXTEND THE PERIOD FOR DISCHARGING FIREWORKS.**
2nd Reading

City Planner Cliff McDonald discussed key issues regarding the Fireworks Ordinance and stated there have been no changes since the 1st reading. City Staff recommended approval. Discussion ensued amongst the Mayor and Board of Alderman. City Resident Donald Turner discussed statements made at a previous Board of Aldermen meeting.

Alderman Roberts made a motion to have the second reading of Bill No. 2016-16 by title only. The motion was seconded by Alderman Ford and was approved by a 5-0 voice vote. Alderman Roberts made a motion to accept the second reading of Bill No. 2016-16 and place on final passage as Ordinance No. 10172016. The motion was seconded by Alderman Hammack and was accepted by a 5-0 voice vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Absent	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

B. **Bill No. 2016-17 - AN ORDINANCE AMENDING CHAPTER 500: BUILDING AND CONSTRUCTION CODE, ARTICLE II, SECTION 500.025 INTERNATIONAL PROPERTY MAINTENANCE CODE (2012) OF THE CODE OF ORDINANCES OF THE CITY OF PECULIAR, MISSOURI - TO ADOPT SECTION 110 DEMOLITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE (2012).**
2nd Reading

City Planner Cliff McDonald discussed key issues regarding Section 110 Demolition of the International Property Maintenance Code and stated there have been no changes since the 1st reading. Discussion ensued amongst the Mayor, Board of Aldermen, City Staff and City Attorney. No Public Comment

Alderman Ford made a motion to have the second reading of Bill No. 2016-16 by title only. The motion was seconded by Alderman Roberts and was approved by a 5-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2016-16 and place on final passage as Ordinance No. 10172016A . The motion was seconded by Alderman Roberts and was accepted by a 5-0 voice vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Absent	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

Topic for Discussion –

DRAFT

A. RFQ for Municipal Fiber Broadband Provisioning Project presented by Gary Lee, Lee & Company

Mr. Gary Lee with Lee & Company discussed many key issues in bringing high speed internet services to the citizens of Peculiar. A detailed Request for Qualifications (RFQ) for a Municipal Fiber Broadband Provisioning Project has been prepared requesting Vendors to build, manage and operate a next generation communications network that will provide next generation Internet access service to the community. Discussion ensued amongst the Mayor, Board of Aldermen and City Administrator.

B. Emergency Snow Routes presented by City Engineer Carl Brooks

City Engineer Carl Brooks commented, currently the City of Peculiar has no emergency snow routes. Mr. Brooks discussed key issues in establishing emergency snow routes and designated street side parking during major storm weather events. Discussion ensued amongst Mayor, Board of Aldermen and City Administrator.

C. MOU City of Peculiar / West Peculiar Fire Protection District presented by Chief of Police Harry Gurin

Chief of Police Harry Gurin discussed many key issues regarding the memorandum of understanding (MOU) with the West Peculiar Fire Protection District for the usage of weather warning sirens. Chief Gurin outlined changes suggested by the Board Members of the Fire Protection District. Discussion ensued amongst Mayor, Board of Aldermen, City Administrator and City Staff.

City Administrator Report -

- Chamber Coffee
- Harvest Moon Festival
- Peculiar Monument Dedication and Flag Raising Ceremony
- Proclamations for Vietnam Veterans & Purple Heart City
- Mayor's Christmas Tree Lighting
- Touch a Truck Event
- Honeysuckle Cleanup Day
- New Businesses in Peculiar
- Human Resources
- Police Department
- Prescription Drug Take Back Event
- Codes Department
- Parks Recreational Program
- Department of Public Works
- Sanitary Sewer Division
- MoDot Moves Cost Share Grant Application
- Street Lights
- School Road Phase III Project
- MS4 General Permit
- Ground Water Storage Tank
- CIP Kansas City Water Supply Transmission Main, Master Meter and Appurtenances

Aldermen Directives –

Approve Draft Minutes of the September 19, 2016 BOA Meeting
Approve Draft Minutes of the October 3, 2016 Worksession Meeting
Approve Bill No. 2016-16 (Amending Discharging of Fireworks)
Approve Bill No. 2016-17 (Adopting Section 110 Demolition of the IPMC
Move forward with Request for Qualifications for High Speed Broadband
Move forward with Emergency Snot Route Ordinance
Prepare information for BOA to review regarding an MOU on Emergency Weather Warning Sirens

Executive Session –

The City Attorney has requested a 45-minute Executive Session, per RSMo. 610.021(3) & 610.021.(2).

Alderman Hammack made a motion to enter into executive session pursuant to RSMo 610.021(3) & 610.021.(2) beginning at 8:05 p.m. for 45 minutes. Seconded by Alderman Ford and was approved by a 5-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Absent	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

Alderman Ford made a motion to exit executive session at 8:41 p.m. and reconvene regular session. Seconded by Alderman Roberts and was approved by a 5-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye

Alderman Dunsworth	Absent	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

Adjournment –

On a motion from Alderman Ford, second from Alderman Roberts, the meeting was adjourned at 8:42 pm with a 5-0 voice vote.

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

_____
Janet Burlingame, City Clerk

DRAFT

Board of Aldermen Regular Meeting Minutes
Monday, November 7, 2016

A regular work session meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday, November 7, 2016. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Homer Dunsworth, Jeff Harlan, Patrick Roberts, Matt Hammack, Veronika Ray and Jerry Ford.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Joseph G. Lauber, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks, Business Office Manager Trudy Prickett, Phillip Costanzo IT Systems Administrator, and City Clerk Janet Burlingame.

City Clerk Janet Burlingame recited the Board of Alderman Statement.

New Business –

A. Public Hearing & Bill No. 2016-18 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF BRADLEY'S CROSSING 3RD PLAT FROM DISTRICT "R-1" SINGLE FAMILY DWELLING DISTRICT TO DISTRICT "R-2" TWO-FAMILY DWELLING DISTRICT SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.
1st Reading

City Planner Cliff McDonald discussed many key issues regarding the ReZoning of Bradley's Crossing 3rd plat from a single family dwelling district to a two-family dwelling district. Discussion ensued amongst the Mayor, Board of Aldermen and City Administrator. Applicant Randy Sallee with Sallee Real Estate Investments, LLC spoke in support of the proposed application. No additional public comment.

Alderman Ford made a motion to have the first reading of Bill No. 2016-18 by title only. The motion was seconded by Alderman Ray and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the first reading of Bill No. 2016-18. The motion was seconded by Alderman Roberts and was denied by a 6-0 roll call vote. Bill No. 2016-18 failed and will not have a 2nd Reading.

Alderman Ford	Nay	Alderman Ray	Nay
Alderman Dunsworth	Nay	Alderman Roberts	Nay
Alderman Hammack	Nay	Alderman Harlan	Nay

B. Public Hearing & Resolution No. 2016-40 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE PRELIMINARY PLAT APPLICATION OF BRADLEY'S CROSSING 3RD PLAT, CITY OF PECULIAR, MISSOURI.

City Planner Cliff McDonald discussed key issues regarding the preliminary plat application of Bradley's Crossing 3rd plat. No public comment.

Alderman Roberts made a motion to deny Resolution No. 2016-40. The motion was seconded by Alderman Ford and was approved to deny by a 6-0 roll call vote. Resolution No. 2016-40 failed.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

C. Public Hearing & Bill No. 2016 – 19 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REPLAT OF BRADLEY'S CROSSING INDUSTRIAL PH 1, LOTS 1, 3, 4, 5, 7, 8, 9, 10, 11 AND 12 SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.
1st Reading

City Planner Cliff McDonald discussed key issues regarding the RePlat of Bradley's Crossing Industrial Phase 1. No Board of Aldermen discussion. No public comment.

Alderman Ford made a motion to have the first reading of Bill No. 2016-19 by title only. The motion was seconded by Alderman Hammack and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the first reading of Bill No. 2016-19. The motion was seconded by Alderman Hammack and was accepted by a 6-0 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

DRAFT

D. Bill No. 2016-20 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI IMPLEMENTING EMERGENCY SNOW ROUTES AND ESTABLISHING PENALTIES FOR INTERFERING WITH THE EMERGENCY SNOW ROUTES.

1st Reading

City Engineer Carl Brooks stated key issues in establishing emergency snow routes and street side parking during major storm weather events. City Staff recommended approval. Discussion ensued amongst the Mayor, Board of Aldermen, City Administrator and City Staff. No public comment.

Alderman Roberts made a motion to have the first reading of Bill No. 2016-20 as amended in discussion by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2016-20. The motion was seconded by Alderman Ford and was accepted by a 6-0 voice vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

Topic for Discussion –

A. 2017 Regional Household Hazardous Waste (HHW) Program presented by City Engineer Carl Brooks

City Engineer Carl Brooks discussed key issues regarding the Mid-America Regional Council Invitation for the City of Peculiar to join the 2017 Regional Household Hazardous Waste Program. Discussion ensued amongst the Mayor, Board of Aldermen and City Administrator. No public comment. Mayor Stark instructed City Staff to continue with the reimbursement plan to area residents.

Aldermen Directives –
Bill No. 2016-18 was denied for 2nd Reading (ReZoning of Bradley's Crossing)
Resolution No. 2016-40 was denied (Preliminary Plat application of Bradley's Crossing)
Bring back Bill No. 2016-19 for 2nd Reading (RePlat of Bradley's Crossing)
Bring back Bill No. 2016-20 for 2nd Reading (Emergency Snow Routes)
Continue with City Plan for Hazardous Waste Reimbursement

Executive Session –

The City Attorney has requested a 60 – minute Executive Session, per RSMo. 610.021.(1) & 610.021(12).

Alderman Hammack made a motion to enter into executive session pursuant to RSMo 610.021.(1) & 610.021(12) beginning at 7:30 p.m. for 60 minutes. Seconded by Alderman Ford and was approved by a 6-0 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

Alderman Roberts made a motion to exit executive session at 8:07 p.m. and reconvene regular session. Seconded by Alderman Ford and was approved by a 6-0 roll call vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Harlan	Aye

Adjournment –

On a motion from Alderman Ford, second from Alderman Dunsworth, the meeting was adjourned at 8:08 pm with a 6-0 voice vote.

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

_____
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: **Mayor and Board of Alderman**
From: **Grant Purkey, Parks Director**
Date: **November 21st, 2016**
Re: **Resolution 2016-41**
Appointment of Cindi L. Mayer to the Park Board

GENERAL INFORMATION

Applicant: Cindi L. Mayer
Status of Applicant: Park Board Volunteer Applicant
Requested Actions: Appointment by Mayor to the Park Board.
Date of Application: November 2, 2016
Purpose: Appointment to Park Board
Property Location (if applicable)**:** 10501 E. 235th St., Peculiar, MO 64078

PROPOSAL

As per Peculiar Municipal Code, Section 125.020 and 125.040

PREVIOUS ACTIONS

Park Board currently has three available board openings.

KEY ISSUES

Applicant will fill a vacated seat on the City of Peculiar's Park Board ending in September 2019.

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Approval of Appointment by Mayor

ATTACHMENTS

STAFF CONTACT: Grant Purkey
Parks & Recreation Director
816-779-2225
gpurkey@cityofpeculiar.org

City of Peculiar

Boards / Commissions Application Form

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

Boards / Commissions of Interest:

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

Name: Cindi L. Mayer **Home Phone**: 816-779-0800

Address: 10501 E. 235th St **Alternate Phone**: 816-665-1415

City, State, Zip: Peculiar, Mo 64078 **Email Address**: KMayer@Fairpoint.Net

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

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

✓ High School (please list the High School you attended) Killeen High School - Texas

✓ College (please list College/University and Degree) Associates in Applied Science Maple wood

Current Employment:

Employer: NA **Position**: _____

Address: _____ **Work Phone**: _____

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

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

Why do you want to serve on this Board/Commission? ~~Like~~ Want to participate in my Community

Please describe any business or property interest which might place you in a conflict of interest situation should you be appointed to this Board/Commission. None

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

BOA Member Name: _____ *Relationship:* _____

Signature: Cindi L Mayer *Date:* 11-2-16

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

RESOLUTION 2016-41

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF CINDI L. MAYER TO THE PECULIAR PARK BOARD

WHEREAS, Chapter 125:010 of the Peculiar Municipal Code establishes a Park Board consisting of seven (7) members; and

WHEREAS, Chapter 125:020 of the Peculiar Municipal Code authorizes the Mayor to make appointments to the Park Board with approval by the Board of Alderman; and

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

WHEREAS, Cindi L. Mayer meets the qualifications for appointment to this board; and

WHEREAS, said appointment fulfills a current term that expires on September 1, 2019:

WHEREAS, Mayor Holly Stark recommends the appointment of Cindi L. Mayer as a member to the Park Board upon approval of the Board of Aldermen

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

Section 1 – Appointment: The Board of Aldermen approves the appointment of Cindi L. Mayer to the Park Board.

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

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

Alderman Harlan	Alderman Roberts
Alderman Hammack	Alderman Ford
Alderman Ray	Alderman Dunsworth

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: **Mayor and Board of Alderman**
From: **Grant Purkey, Parks Director**
Date: **November 21st, 2016**
Re: **Resolution No. 2016-42**
Appointment of Danny Smith to the Park Board

GENERAL INFORMATION

Applicant: Danny Smith
Status of Applicant: Park Board Volunteer Applicant
Requested Actions: Appointment by Mayor to the Park Board.
Date of Application: November 7th, 2016
Purpose: Appointment to Park Board
Property Location (if applicable)**:** 813 Bobwhite Dr.

PROPOSAL

As per Peculiar Municipal Code, Section 125.020 and 125.040

PREVIOUS ACTIONS

Park Board currently has three available board openings.

KEY ISSUES

Applicant will fill the ward 2 seat on the City of Peculiar's Park Board ending in September 2020.

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Approval of Appointment by Mayor

ATTACHMENTS

STAFF CONTACT: Grant Purkey
Parks & Recreation Director
816-779-2225
gpurkey@cityofpeculiar.org

City of Peculiar

Boards / Commissions Application Form

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

Boards / Commissions of Interest:

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

Name: Danny Smith **Home Phone**: 816-564-7776

Address: 813 Bobwhite Dr **Alternate Phone**: Same

City, State, Zip: 64078 **Email Address**: dsmith91976@Gmail.com

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

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

✓ High School (please list the High School you attended) Cass Midway

_____ College (please list College/University and Degree) _____

Current Employment:

Employer: NG Zimmer **Position**: Building Maintenance

Address: _____ **Work Phone**: 816-564-7776

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

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

Why do you want to serve on this Board/Commission? To make things better

Please describe any business or property interest which might place you in a conflict of interest situation should you be appointed to this Board/Commission. None

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

BOA Member Name: _____ *Relationship:* _____

Signature: [signature] *Date:* 11-7-16

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

RESOLUTION 2016-42

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF DANNY SMITH TO THE PECULIAR PARK BOARD

WHEREAS, Chapter 125:010 of the Peculiar Municipal Code establishes a Park Board consisting of seven (7) members; and

WHEREAS, Chapter 125:020 of the Peculiar Municipal Code authorizes the Mayor to make appointments to the Park Board with approval by the Board of Alderman; and

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

WHEREAS, Danny Smith meets the qualifications for appointment to this board; and

WHEREAS, said appointment fulfills a current term that expires on September 1, 2020:

WHEREAS, Mayor Holly Stark recommends the appointment of Danny Smith as a member to the Park Board upon approval of the Board of Aldermen

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

Section 1 – Appointment: The Board of Aldermen approves the appointment of Danny Smith to the Park Board.

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

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

Alderman Harlan	Alderman Roberts
Alderman Hammack	Alderman Ford
Alderman Ray	Alderman Dunsworth

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 Aldermen**

From: Clifford L. McDonald

Date: November 21st , 2016

Re: RePlat Application for Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11 and 12 containing 15.17 Acres more or less, submitted by Sallee Real Estate Investments, LLC.

GENERAL INFORMATION

Applicant: Sallee Real Estate Investments, LLC.

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider the Second Reading of the Ordinance approving the RePlat Application for Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 containing 15.17 Acres more or less, submitted by Sallee Real Estate Investments, LLC.

Date of Application: September 21, 2016

Purpose: To review the RePlat Application for Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 containing 15.17 Acres more or less submitted by Sallee Real Estate Investments, LLC and consider a recommendation for approval.

Property Location (if applicable): Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 bordering Bradley's Parkway and Industrial Circle, Peculiar, Missouri.

PROPOSAL

See "Requested Actions" above.

PREVIOUS ACTIONS

1. The Planning Commission approved the Final Plat of Bradley's Crossing Industrial Phase 1 in July 2006 and the Board of Aldermen approved the Final Plat of Bradley's Crossing Industrial Phase 1 on July 18th, 2006. (see Atch 1).
2. The PlanningCommission held a Public Hearing on the RePlat Application for Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 on October 13th, 2016; no one spoke against the RePlat application and no formal protests have been received. At that meeting the Planning Commission voted unanimously to approve the RePlat application and forwards their recommendation for approval for the Board of Aldermen's consideration.

3. The Board of Aldermen held a Public Hearing on the RePlat Application for Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 on November 7th, 2016; no one spoke against the RePlat application and no formal protests have been received. At that meeting the Board of Aldermen approved the First Reading of the Ordinance to RePlat Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 as submitted.

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 2) will amend the Build Lines (required setbacks) for Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12 of Bradley's Crossing Industrial PH 1 to meet the current Front Yard (15 feet), Side Yard (10 feet) and Rear yard (20 feet) of the City's Zoning Regulations for District I-1, Light Industrial District. This proposal does not conflict with the City's Comprehensive Plan nor 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 property which comprises the RePlat Application, Bradley's Crossing Industrial PH 1, Lots 4 and 5 are currently zoned C-1, General Business District; Lots 1, 3, 7, 8, 9, 10, 11 and 12 are currently zoned I-1, Light Industrial District. Vehicular traffic volumes and site access are not changed by this proposed RePlat nor will it be detrimental with regard to surrounding traffic flow, pedestrian safety or accessibility of emergency vehicles and equipment on Bradley's Parkway.

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.** The proposed RePlat 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.** The property which comprises the RePlat Application of Bradley's Crossing Industrial PH 1, Lots 4 and 5 are currently zoned C-1, General Business District; Lots 1, 3, 7, 8, 9, 10, 11 and 12 are currently zoned I-1, Light Industrial District. Properties to the Northwest are zoned C-1, General Business District and the properties to the East & South are zoned I-1, Light Industrial District. There is no change of Zoning proposed, or required, for the Lots in this RePlat application which remain consistant with the City's Comprehensive Plan and fully compatible with adjoining properties.

5. **If vacant, the length of time the property has remained vacant as zoned.**
   - **a.** The Final Plat of Bradley's Crossing Industrial Phase 1 was approved on July 18th, 2006. Lots 1, 3, 7, 8, 9, 10, 11and 12 of Bradley's Crossing Industrial PH 1 have remained vacant ever since, almost ten (10) years.

STAFF COMMENTS AND SUGGESTIONS

None.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review the RePlat Application for Bradley's Crossing Industrial PH 1, Lots 1, 3, 7, 8, 9, 10, 11and 12 submitted by Sallee Real Estate Investments, LLC and consider approving the Second Reading of the Ordinance to approve.

ATTACHMENTS

(1) Final Plat of Bradley's Crossing Industrial Phase 1
(2) RePlat of Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12
(3) Ordinance to Approve the RePlat of Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11and 12

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

FILE NUMBER 363956
PLAT BK 00020 PG 0043
RECORDED 07/27/2006 07:11:46 AM
RECORDING FEE 69.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

S 6

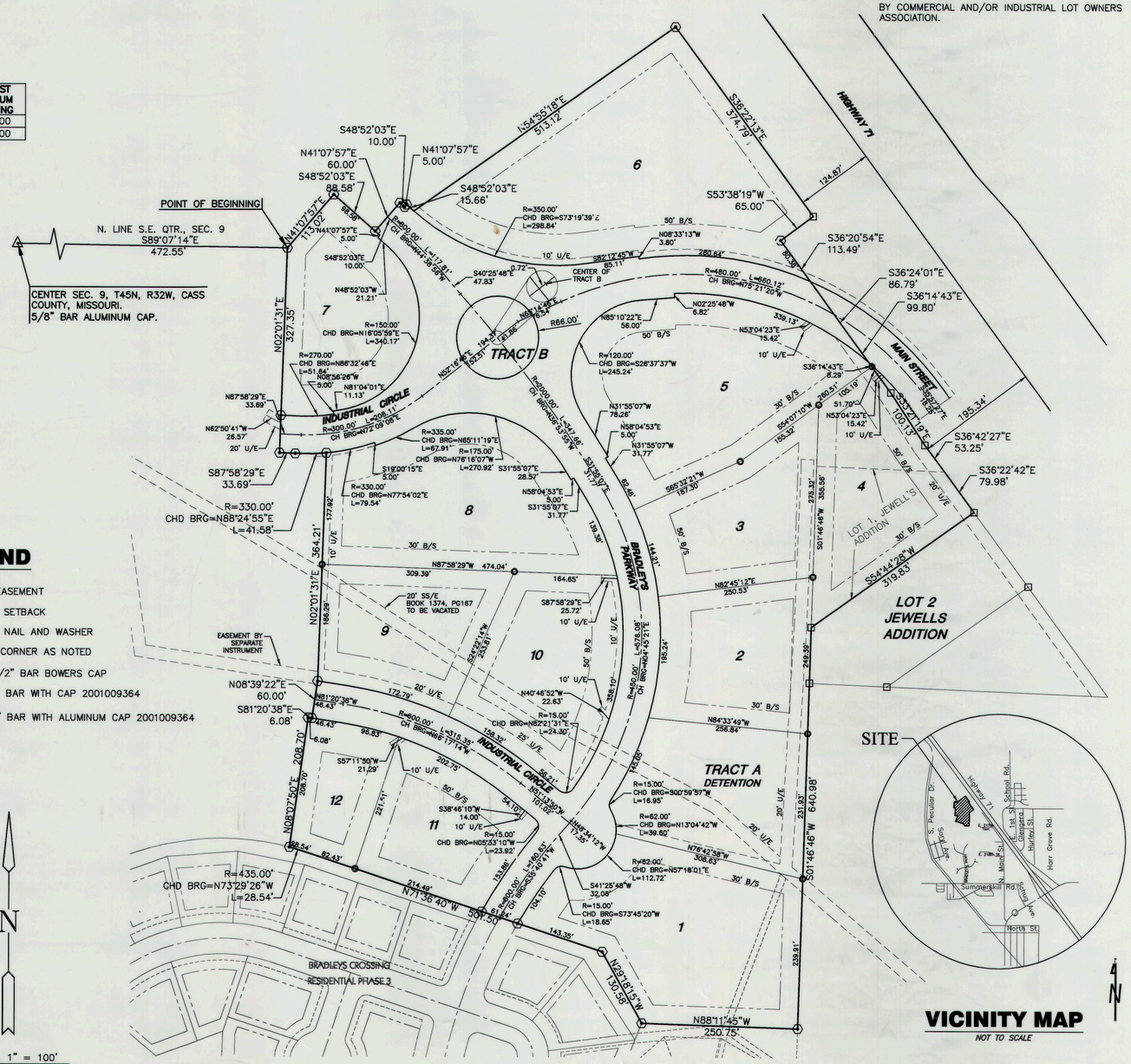
FINAL PLAT BRADLEY'S CROSSING - INDUSTRIAL PHASE 1

A REPLAT OF LOT 1, JEWELL'S ADDITION, AND PART OF THE SE QUARTER OF SECTION 9, TOWNSHIP 45N, RANGE 32W
CITY OF PECULIAR, CASS COUNTY, MISSOURI

LOT	LOWEST MINIMUM OPENING
1	988.00
2	988.00

NOTES:

1. BEARING BASIS IS MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983. DISTANCES IN US FEET GRID WITH A COMBINED FACTOR OF 0.9998986 CONTROL STATION CASS COUNTY CA-56
2. TITLE INFORMATION FROM CLIENT.
3. CURB CUTS SET AT STREETSIDE PROJECTION OF SIDE LOT LINES PER CLIENT.
4. TRACTS 'A' & 'B' SHALL BE OWNED AND MAINTAINED BY COMMERCIAL AND/OR INDUSTRIAL LOT OWNERS ASSOCIATION.



LEGEND

U/E – UTILITY EASEMENT
B/S – BUILDING SETBACK
○ – SET MAG NAIL AND WASHER
△ – SECTION CORNER AS NOTED
⊡ – FOUND 1/2" BAR BOWERS CAP
● – SET 1/2" BAR WITH CAP 2001009364
⊛ – SET 5/8" BAR WITH ALUMINUM CAP 2001009364

VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

A REPLAT OF LOT 1, JEWELL'S ADDITION, A SUBDIVISION IN THE CITY OF PECULIAR AND ALL THAT PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 45 NORTH, RANGE 32 WEST, IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9; THENCE SOUTH 89°07'14" EAST ALONG THE NORTH LINE OF THE SOUTH EAST ¼ OF SAID SECTION 9 A DISTANCE OF 472.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°07'57" EAST A DISTANCE OF 113.02 FEET; THENCE SOUTH 48°52'03" EAST A DISTANCE OF 88.58 FEET; THENCE NORTH 41°07'57" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 48°52'03" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 41°07'57" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 48°52'03" EAST A DISTANCE OF 15.66 FEET; THENCE NORTH 54°55'18" EAST A DISTANCE OF 513.12 FEET TO A POINT ON THE WEST RIGHT OF WAY OF US HIGHWAY 71, AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT OF WAY SOUTH 36°22'13" EAST A DISTANCE OF 374.79 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 53°38'19" WEST A DISTANCE OF 65.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 36°20'54" EAST A DISTANCE OF 113.49 FEET; THENCE ALONG SAID LINE SOUTH 36°24'01" EAST A DISTANCE OF 86.79 FEET; THENCE CONTINUING ALONG SAID LINE SOUTH 36°14'43" EAST A DISTANCE OF 99.80 FEET; THENCE ALONG SAID LINE SOUTH 33°21'19" EAST A DISTANCE OF 100.13 FEET; THENCE ALONG SAID LINE SOUTH 36°42'27" EAST A DISTANCE OF 53.25 FEET TO THE NORTHEAST CORNER OF "JEWELL'S ADDITION", A SUBDIVISION OF RECORD AT BOOK 16, PAGE 68, AT THE CASS COUNTY RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID PLAT SOUTH 36°22'42" EAST A DISTANCE OF 79.98 FEET; THENCE ALONG THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION SOUTH 54°44'28" WEST A DISTANCE OF 319.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°46'46" WEST A DISTANCE OF 640.98 FEET; THENCE NORTH 88°11'45" WEST A DISTANCE OF 250.75 FEET; THENCE NORTH 29°18'15" WEST A DISTANCE OF 130.58 FEET; THENCE NORTH 71°36'40" WEST A DISTANCE OF 501.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 435.00 FEET, A CENTRAL ANGLE OF 3°45'33" AND A CHORD BEARING OF NORTH 73°29'26" WEST, AN ARC LENGTH OF 28.54 FEET; THENCE NORTH 08°07'50" EAST A DISTANCE OF 208.70 FEET; THENCE SOUTH 81°20'38" EAST A DISTANCE OF 6.08 FEET; THENCE NORTH 08°39'22" EAST A DISTANCE OF 60.00 FEET; THENCE NORTH 02°01'31" EAST A DISTANCE OF 364.21 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 7°13'09" AND A CHORD BEARING OF NORTH 88°24'55"W, AN ARC LENGTH OF 41.58 FEET; THENCE NORTH 87°58'29" WEST A DISTANCE OF 33.69 FEET; THENCE NORTH 02°01'31" EAST A DISTANCE OF 327.35 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED TRACT CONTAINS 25.68 ACRES MORE OR LESS.

The undersigned property owner of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "BRADLEY'S CROSSING – INDUSTRIAL PHASE 1".

The streets and roads shown on this plat and not heretofore dedicated to public use and are hereby so dedicated.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U.E.", is hereby granted to the City of Peculiar, Missouri and other governmental entities as may be authorized by state law to use such easement for said purposes.

All taxes on the property described herein have been paid.

IN TESTIMONY WHEREOF, the undersigned property owner has caused this instrument to be executed this 24 day of July, 2006
WRC PROPERTIES, L.L.C.

BILL BREIT

STATE OF MISSOURI)
COUNTY OF CASS)

CAROL L. ARMENTROUT
Commission #04483246
Notary Public-Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: Feb. 2, 2010

BE IT REMEMBERED, that on this 24 day of July, 2006, before me a Notary Public in and for said County and State came Bill Breit who is personally known to me to be the same person who executed the foregoing instrument of writing, and he duly acknowledged the execution of the same to be his act and deed.

Notary Public: Carol L. Armentrout My Commission Expires: 02/02/10

This is to certify that the accompanying Plat of "BRADLEY'S CROSSING – INDUSTRIAL PHASE 1" was submitted to and duly approved by the Planning Commission this 24th day of July, 2006

By Jim E. Conaway
Chairperson

CITY COUNCIL

This is to certify that the accompanying plat of "BRADLEY'S CROSSING – INDUSTRIAL PHASE 1" was submitted to and duly approved by the City Council of Peculiar, Missouri, this 18th day of July, 2006 by ~~Ordinance~~ Resolution No. 2006-26

By
Mayor

By Mona Dodge
Attest

By Mona Dodge
City Clerk

Entered on Transfer Record this 26th day of July, 2006 in Book 20, Page 43
Register of Deeds
Sandra A. Gregory

I, James W. Sincox, state that MKEC Engineering Consultants, Inc. has surveyed the property shown hereon in accordance with the requirements of the current Minimum Standards for Property Boundary Surveys adopted by the Missouri Board of Architects, Engineers and Land Surveyors.

STATE OF MISSOURI
LS-2521
JAMES W. SINCOX
REGISTERED LAND SURVEYOR

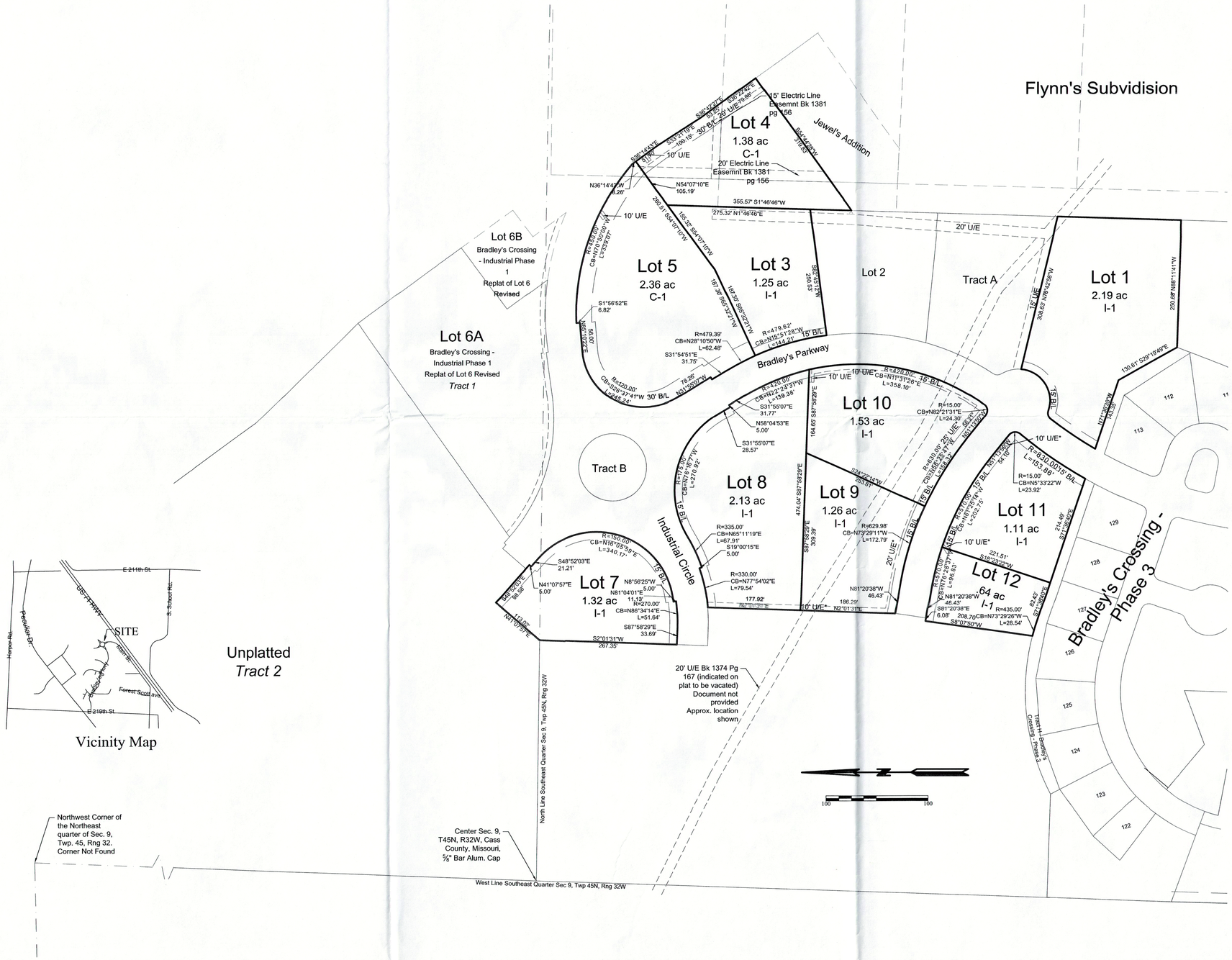
James W. Sincox LS 2521

MKEC ENGINEERING CONSULTANTS
11807 W. 112TH STREET, SUITE 200
OVERLAND PARK, KS 66210
913 - 317 - 9390

G:\PROJECTS\2004\04155\BRADLEYS_CROSSING\CADD\CIVIL\INDUSTRIAL\PHASE_1\PROP\04155_FINAL_PLAT

Bradley's Crossing - Industrial Phase 1 - Replat

a replat of Lots 1,3,4,5,7, 8, 9, 10, 11, and 12 in Peculiar, Cass County, Missouri in Section 9, Township 45, Range 32



Description:

All that part of Lots, 1, 3, 4, 5, 7, 8, 9, 10, 11, and 12 of Bradley's Crossing - Industrial Phase 1, a Replat of Lot 1, Jewell's Addition, and part of the SE Quarter of Section 9, Township 45N, Range 32W City of Peculiar, Cass County, Missouri. Containing 15.17 acres

The undersigned property owner of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "Bradley's Crossing - Industrial Phase 1 - Replat".

Street Dedication: The streets and roads shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

Easements: An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires drainage facilities, ducts and cables, and similar utility facilitates, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or " U.E." or "U/E", is hereby granted to the City of Peculiar, Missouri and other governmental entities as may be authorized by state law to use such easement for said purposes.

All taxes on the property described herein have been paid.

In Testimony whereof, the undersigned property owner has caused this instrument to be executed this _____ day of _____, _____

_____

State of Missouri)

County of Cass)

Be it Remembered, that on this _____ day of _____, _____, before me a Notary Public in and for said County and Sate came _____ who is personally known to me to be the same person who executed the foregoing instrument of writing, and he duly acknowledged the execution of the same to be his act and deed.

Notary Public: _____My Commission Expires _____

This is to certify that the accompanying Plat of "Bradley's Crossing - Industrial Phase 1 - Replat" was submitted to and duly approved by the Planning Commision this _____ day of _____, _____

By _____

Chairperson

CITY COUNCIL

This is to certify that the accompanying Plat of "Bradley's Crossing - Industrial Phase 1 - Replat" was submitted to and duly approved by the City Council of Peculiar, Missouri, this _____ day of _____, _____ by Resolution No. _____

By_____

Mayor

By_____

City Clerk

By_____

Attest

Entered on Transfer Record this _____ day of _____, _____ in Book _____, Page _____

_____

Register of deeds

Notes:

1. * indicates Easement per Final Plat Bradley's Crossing - Industrial Phase 1 File No. 363956 Plat Bk 00020 Pg 0043

DATE OF SURVEY: September 16, 2016

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY: That the accompanying survey is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, and Missouri Standards for Property Boundary Surveys as adapted by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions, to the best of my professional information, knowledge and belief. Monumentation to be as noted. Bearing references to Missouri State Plane Coordinate System. This is an urban class survey.

CONSTRUCTION ENGINEERING SERVICES, Inc.
16810-C East 40 Highway
Independence, Missouri

Construction Engineering Services, Inc.
16810 E. 40 Highway
Independence, Missouri 64055
Phone (816) 478-2323
Fax (816) 463-2257
Surveyors Engineers Planners
Missouri State Certificate of Authority
2001001857
Kansas Business Entity
PE - 834 LS - 136

Prepared For:
Sallee Development, Inc.
3730 NE Troon Drive
Lees Summit, MO 64064
erwin@salleedevelopment.com
Phone Office (816) 525-2891
Phone Cell (816) 853-4559
Phone Fax (816) 525-2895

Horizontal Scale 1=100
Vertical Scale N/A
Date: 9-18-16
Detailed: KNB

Bradley Crossing - Industrial Replat
in Peculiar, Cass County, Missouri
in Section 9, Township 45, Range 32

Lee Bodenhelmer, MO L.S. 2114
Lee Bodenhelmer, MO P.E. 018496
Lee Bodenhelmer, KS L.S. 638
Lee Bodenhelmer, KS P.E. 8731

BILL NO. 2016-19
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REPLAT OF BRADLEY'S CROSSING INDUSTRIAL PH 1, LOTS 1, 3, 4, 5, 7, 8, 9, 10, 11 AND 12 SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.

WHEREAS, Sallee Real Estate Investments, LLC has requested approval of the RePlat of Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11 and 12 and the Owner has met the requirements for this RePlat; and

WHEREAS, the Planning Commission held a Public Hearing on October 13th, 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 November 7th, 2016 to receive public comment relative to the RePlat of Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11 and 12 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 Bradley's Crossing Industrial PH 1, Lots 1, 3, 4, 5, 7, 8, 9, 10, 11 and 12, in the City of Peculiar submitted by Sallee Real Estate Investments, LLC 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 November, 2016.

First Reading: November 7, 2016 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 Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	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
Joe Lauber

Parks Director
Grant Purkey

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

To: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: November 21, 2016
Re: Emergency Snow Routes

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Review for discussion emergency snow routes and street side parking during major storm weather events.
Property Location: City wide
Purpose: To allow the designation of emergency snow routes and street side parking during major snow events.

PROPOSAL

Currently, the City of Peculiar has no emergency snow routes and street side designated parking during major storm weather events.
This ordinance would establish emergency snow routes and designated street side parking during major storm weather events.
The proposed emergency snow routes are as indicated on Exhibit A and as listed below:

Attachment A

#1: School Rd from J Hwy to 203rd St
#2: 203rd St from School Rd go ¼ Mile to address 11906 203rd St
#3: White Oak St from School Rd to Twin Oaks Pkwy
#4: Twin Oak Pkwy from J Hwy to White Oak St
#5: 211th St from J Hwy to School Rd, and Peculiar Way from School Road to E. Outer Road
#6: E. Broadway from C Hwy to E 3rd St
#7: Legend Ln from C Hwy to E. South St
#8: E. South St from E 3rd St to S. Hurley St
#9: S. Hurley St from South St to Peculiar Drive
#10: Centennial St from Peculiar Dr to C Hwy
#11: W Broadway from C Hwy to W 4th St
#12: W North St from C Hwy to Peculiar Dr
#13: Schug Ave from C Hwy to Summerskill Rd
#14: Summerskill Rd from Schug Ave to Peculiar Dr
#15: N Harper Rd from Peculiar Dr to YY Hwy
#16 S Harper Rd from YY Hwy to 227th St
#17: E 227th St from S Harper Rd to C Hwy
#18: Cindy Ln from J Hwy to Kendall Rd
#19: S Kendall Rd from 211th St to Cindy Ln
#20: E. Center Street from E. 3rd Street to S. Hurley
#21: S. Hurley St from E. Center St to E. South St

Based on the above street lengths, and if we were to locate the Emergency Snow Route signs every 1,000 L.F.; and locate one sign at the beginning and one sign at the end of the street, we estimate that we would need 100 signs at a cost of $50/sign including posts and hardware, or a total amount of $5,000. If approved by the Mayor and the BOA, City staff would obtain three (3) quotes on the emergency snow route signs. The funding for the signs will be used from the Road & Street Fund, Supplies and Materials. Line Item 21-25-71000

PREVIOUS ACTIONS

None.

KEY ISSUES

To remove snow during major storm weather events, and to establish emergency snow routes and street side parking during major storm weather events.

STAFF COMMENTS AND SUGGESTIONS

As proposed

STAFF RECOMMENDATION

Approval of an ordinance allowing for emergency snow routes and street side parking during major storm weather events.

ATTACHMENTS

Proposed Ordinance, Attachment A
Figure 1

SNOW
EMERGENCY
ROUTE
NO PARKING
TOW AWAY ZONE
3M Authorized
SmartSign.com • 800-952-1457 • K2-0878

BILL NO. 2016-20
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI IMPLEMENTING EMERGENCY SNOW ROUTES AND ESTABLISHING PENALTIES FOR INTERFERING WITH THE EMERGENCY SNOW ROUTES

WHEREAS, the City is authorized, under Rev. Stat. Mo. §§ 79.130 and 79.450 to enact ordinances, rules, and regulations not otherwise inconsistent with Missouri laws and "expedient for maintaining the peace, good government and welfare of the city and its trade and commerce;" and

WHEREAS, this proposed ordinance will maintain the good government of the City of Peculiar and protect the welfare of the Peculiar citizenry.

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

SECTION I. Pursuant to the authority granted by and subject to the provisions of Rev. Stat. Mo. §§ 79.130 and 79.450, that a section 350.080 of the Peculiar Municipal Code be added to read as follows:

A. When circumstances exist or are reasonably contemplated to exist in the immediate foreseeable future, including, but not limited to actual or anticipated snow removal operations, the City Administrator or his designee may declare a parking emergency.
B. When such parking emergency is deemed to exist, the City Administrator or his designee shall give notice thereof by public announcement through the news media and/or the Chief of Police. Such notice shall include the date and time in which the parking emergency shall begin. The verbal notice shall thereafter be confirmed by written order from the City Administrator to the Municipal Court Judge, Chief of Police, and City Clerk; and posted on the City of Peculiar's website. Notice of the date and time of the termination of the parking emergency shall be issued in the same manner as the commencement thereof.
C. Until such parking emergency is terminated, no vehicle shall be parked on any emergency route, which is attached hereto as Attachment A. Within two hours after the declaration by the City Administrator or his designee, all vehicles shall be removed from emergency route.
D. In addition, all other such streets in Peculiar that run in an “East” and “West” direction, parking will be allowed only on the “South” side of the street; no “North” side street parking will be allowed, and
E. Al other such streets in Peculiar that run in an “North” and “South” direction, parking will be allowed only on the “East” side of the street; no “West” side street parking will be allowed.
F. At the discretion of the City Administrator or his designee, a parking emergency shall be terminated at such time a parking emergency ceases to exist upon the streets and boulevards contained with the emergency route.
G. Owners or operators of vehicles in violation of this section shall be subject to a fine of $100.00 for the first offense and a fine not to exceed $500.00 for a second or subsequent offense. Vehicles in violation of this section may be towed to the city tow lot or any other place so designated. In addition to the fine set forth in this subsection, the owner shall be required to pay the actual towing and storage fees prior to release of his or her vehicle.

SECTION II. That a Schedule X of Title III of the Peculiar Municipal Code be promulgated to include the emergency snow routes listed in Attachment A. Schedule X shall be titled "Emergency Snow Routes" and shall read as follows:

A. In accordance with Section 350.080, no vehicle shall park on the streets and boulevards designated in subsection (B) in a parking emergency.
B. [Insert streets listed on Attachment A.]

<u>SECTION III:</u> The effective date of this ordinance shall be _____, 2016.

First Reading: November 7, 2016 **Second Reading: _____**

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

Alderman Dunsworth _____
Alderman Ford _____
Alderman Harlan _____
Alderman Hammack _____
Alderman Ray _____
Alderman Roberts _____

Approved: Attest:

_____ _____
Holly J. Stark, Mayor Janet Burlingame, City Clerk

Attachment A

#1: School Rd from J Hwy to 203rd St
#2: 203rd St from School Rd go ¼ Mile to address 11906 203rd St
#3: White Oak St from School Rd to Twin Oaks Pkwy
#4: Twin Oak Pkwy from C Hwy to White Oak St
#5: 211th St from J Hwy to School Rd, and Peculiar Way from School Road to E. Outer Road
#6: E. Broadway from C Hwy to E 3rd St
#7: Legend LN from C Hwy to South St
#8: South St from E 3rd St to Hurley St
#9: Hurley St from South St to Peculiar Dr
#10: Centennial St from Peculiar Dr to C Hwy
#11: W Broadway from C Hwy Dr to W 4th St
#12: #13: W North St from C Hwy to Peculiar Dr
#13: Schug Ave from C Hwy to Summerskill Rd
#14: Summerskill Rd from Schug Ave to Peculiar Dr
#15: N Harper Rd from Peculiar Dr to YY Hwy
#16: S Harper Rd from YY Hwy to 227th St
#17: E227th St from S Harper Rd to C Hwy
#18: Cindy Ln from J Hwy to Kendall Rd
#19: S Kendall Rd from 211th St to Cindy Ln
#20: E. Center Street from E. 3rd Street to S. Hurley
#21: S. Hurley St from E. Center St to E. South St

City Administrator
Brad Ratliff

City Clerk
Janet Burlington

City Engineer
Carl Brooks

Business Office
Trudy Prickett

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joe Lauder

Parks Director
Grant Purkey

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

To: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: November 21, 2016
Re: Kansas City, Missouri Water Purchase Contract.

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Review for discussion the Kansas City, Missouri Water Purchase Contract
Property Location: City Wide
Purpose: To approve the Kansas City, Missouri Water Purchase Contract

PROPOSAL

As you know, over the past three (3) years City staff has completed two (2) separate and independent engineering studies regarding the future water supply for the City of Peculiar. Both engineering studies have concluded and recommended that the City of Peculiar purchase water from Kansas City, Missouri.

The Engineering Reports cover the following:

- Compares the City's current water supply (Cass PWSD No. 2) to other suppliers: Kansas City Water, Tri-County Water Authority, City of Belton, MO, Jackson County Public Water Supply District No. 1 and Water One of Johnson County, KS

- Recommendation - that the City move forward with the buying of water from KCMO.

Water rates will continue to rise in the future, but by connecting directly to Kansas City, Missouri, we can minimize the impact and the amount of the water rate increases. In 2014, City staff and the cities CFO conducted a review of water rates for both Kansas City, Missouri and PWSD No. 2. The graph indicates that over time, our customers will benefit from a direct connection to Kansas City, Missouri water rather than staying with PWSD No, 2. See attached graph.

Over the past six (6) fiscal years City Staff had been recommending, and the Mayor and the BOA have been increasing the water rates of our customers for the anticipation of the City of Peculiar no longer purchasing water from PWSD No. 2, but to purchase water from Kansas City, Missouri directly. See attached water rate study spreadsheet.

The construction cost of the water transmission main project is estimated to be $4.4 million dollars (see attached CIP Data Sheet) and revenue bonds will need to be issued in the amount of $4.2M. The tap fee of $817,075.54 is included in the $4.4M.

Regarding the standard Kansas City, Missouri Water Purchase Contract, many local municipalities (Belton and Raymore) have similar contracts. Our legal staff has reviewed the proposed contract and offers the following comments:

1. Kansas City has the ability to cut off Peculiar's water for specific hours to meet the demands of Kansas City customers. There is no notice or warning provision (say 72 hours' notice) before such a move is made.

2. Kansas City water rates are set by the Council with no cap in increase. As Mr. Holbrook said earlier, Kansas City's tax base may erode such that during the twenty (20) year term water rates are increased substantially for non-Kansas City residents.

3. Peculiar may cease to buy water at one of the designated service points after one (1) year notice and terminate the agreement after two (2) years. Peculiar should be able to make a determination that water does not need to be purchased at a service point in less time and I would argue for a one year termination.

4. The indemnification and hold harmless clause is not mutual and should be.

Article III Service Conditions, Section 1, Water Delivery, "Control Systems".

BUYER has a control system which varies the flow rate in incremental steps, to maintain sufficient equalizing storage, and to minimize large changes in flow rate which are detrimental to the efficient operations of CITY'S water system and may adversely affect its customers as well as BUYER'S customers. The control system must be able to reduce the flow rate to zero during specific hours of the day coincident with peak demand on the CITY system. If, at the discretion of the CITY the flow rate is reduced, subsequent rates of delivery shall be increased to allow for delivery of the maximum quantity per day to the fullest practical extent. (Underline added for emphasis.)

This provision is concerning as there is no notice provision regarding a period of time before Kansas City has to warn Peculiar that they are going to take certain reduction measures. It would be preferable if Kansas City gave Peculiar some window of time – perhaps 24 to 72 hours – in order to prepare water conservation and storage measures.

Article III Service Conditions, Section 7, Water Rate.

It is understood that water rates are established by Chapter 78 of the Code of Ordinances of CITY and may be amended from time to time by the Council of the CITY. CITY shall provide BUYER prior written notice of such increase or decrease. BUYER agrees to recognize the validity of these charges and agrees to pay the amended rate.

Echoing Mr. Holbrook's concerns, there is no cap at which the City could decide to increase rates. He had suggested, which I assume was not successfully negotiated into the agreement, a rate increase cap of 25% over five years allowing Peculiar to terminate the contract. Peculiar still has the option to terminate in Section 11 (see below).

Article III Service Conditions, Section 11, Contract Termination.

BUYER and CITY agree that BUYER may cease its purchase of water through any, but not all, of the points of service provided for in Article II herein after one (1) year written notification to the Director without contract termination. BUYER may terminate this agreement after two (2) year written notification to the Director.

One (1) year appears to be long period if Peculiar determines it doesn't need to purchase water through a particular point of service. Peculiar could probably make such a determination that a point of service isn't needed with six (6) months-notice. Further, I believe a one (1) year termination notice is sufficient rather than two (2) years.

Article III Service Condition, Section 12, Water Quality Requirements.

CITY agrees that the water delivered to BUYER at the aforesaid metering facilities shall meet or exceed the minimum water quality standards of the Missouri Department of Natural Resources. BUYER agrees to hold CITY harmless to the extent permitted by the laws of the State of Missouri from any and all claims which may arise due to the physical, chemical, or biological quality of water in BUYER'S system and further agrees to hold CITY harmless for damages or injuries sustained arising out of any operation connected with BUYER's water system, except this provision shall not apply if City fails to deliver water meeting the water quality standards of the Missouri Department of Natural Resources and such water quality shall be the cause or contribute to the cause of any damages or injuries.

The best course of action is the indemnification and hold harmless clause is mutual. Both Kansas City and Peculiar hold each other harmless and agree to indemnify each other, or eliminate this provision altogether.

Staff asks that you review these documents, discuss at Monday, November 7th meeting and be prepared to approve in the near future.

PREVIOUS ACTIONS

Approval of the 2014 Engineering Report with Larkin Lamp Rynearson, 2014 engineering design contract with Larkin Lamp Rynearson for the design of the water transmission main, 2016 Water Value Engineering Report with Burns & McDonnell, 2016 Transmission Main Alignment Analysis with Larkin Lamp Rynearson and the appraisal contract with Donohoe Associates for the water main easements necessary for the construction of the water transmission main.

KEY ISSUES

Upgrading of the City's water supply.
The Kansas City, Missouri Water Purchase Contract must be approved by both the City of Peculiar and Kansas City, Missouri.
The City of Peculiar may terminate this contract after a one (1) year written notification.

STAFF COMMENTS AND SUGGESTIONS

Future approval of the Kansas City, Missouri Water Purchase Contract

STAFF RECOMMENDATION

Future approval of the resolution accepting the Kansas City, Missouri Water Purchase Contract.

ATTACHMENTS

Graph
Water rate study spreadsheet
CIP Data Sheet
Resolution

City of Peculiar

Cost of Water Purchases

Year

		10/1/2012	10/1/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Total Water Purchases - gallons		99,276,682	94,465,030	98,347,543	102,389,627	106,597,840	110,979,012	115,540,249	120,277,399	125,208,773	130,342,332	135,686,368	141,249,509	147,040,739	153,069,409	159,345,255	165,878,410	172,679,425	179,759,282	187,129,412
Max Daily Usage (factor 2)		543,982	517,617	538,891	561,039	584,098	608,104	633,097	659,054	686,075	714,205	743,487	773,970	805,703	838,736	873,125	908,923	946,189	984,982	1,025,367
Cass PWSD#2 Source																				
	Rate per 1,000 gallons* (Effective 5/1 ea. yr)	**$4.30**	**$ 4.85**	**$ 5.06**	**$ 5.28**	**$ 5.52**	**$ 6.04**	**$ 6.14**	**$ 6.42**	**$ 9.24**	**$ 9.55**	**$ 9.87**	**$ 10.21**	**$ 10.56**	**$ 10.93**	**$ 11.32**	**$ 11.73**	**$ 12.15**	**$ 12.60**	**$ 13.07**
	Assumed Increase	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%
	Cost of Water Differential (row 13 less row 17)		$ -	$ -	$ -	$ -	$ 213,288.63	$ 230,193.56	$ 233,903.07	$ 443,234.81	$ 601,968.28	$ 644,250.90	$ 674,235.64	$ 722,604.67	$ 756,263.94	$ 811,682.30	$ 849,510.85	$ 913,103.98	$ 955,668.47	$ 1,028,752.96

*Water rate from Cass 2 per Water Purchase Agreement consists of three components: Water cost from Kansas City, Cass 2 O&M cost, and Cass 2 debt service on shared facilities.
(Annual rate increase is assumed at 5% for KC rate and 3% for O&M and debt service)
**Includes Kansas City as a direct water wholesaler at their wholesale restricted rate plus 1 repump charge (Annual rate increase is assumed at 5%)

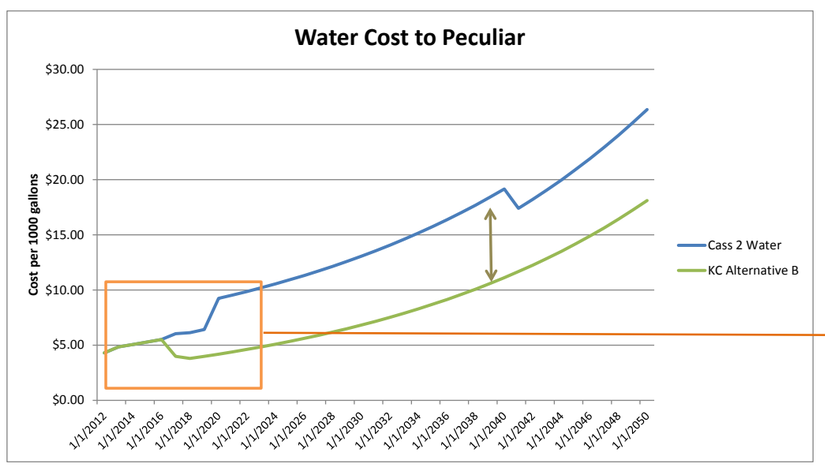
2.53 is inquired when the peak daily use exceeds 700,00 gallons which is in 2021. This is based on a 20 year, $5,000,000 bond

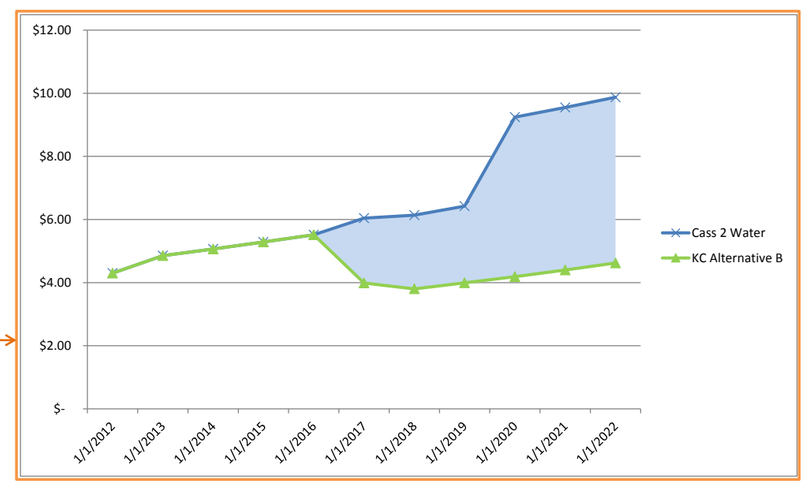
We connect to KC in 2017 and see a sudden decrease in cost to the CITY

Year

		10/1/2012	10/1/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Kansas City Connect		***Purchasing from Cass 2 until 2017***					***1 x "Buy Out Fee"***													
	ALTERNATIVE B **Rate per 1,000 gallons (Effective 5/1 ea. Yr)**	**$ 4.30**	**$ 4.85**	**$ 5.06**	**$ 5.28**	**$ 5.52**	**$ 3.99**	**$ 3.80**	**$ 3.99**	**$ 4.19**	**$ 4.40**	**$ 4.62**	**$ 4.85**	**$ 5.09**	**$ 5.35**	**$ 5.62**	**$ 5.90**	**$ 6.19**	**$ 6.50**	**$ 6.83**
	Base Cost		$ 2.98	$ 3.13	$ 3.29	$ 3.45	$ 3.62	$ 3.80	$ 3.99	$ 4.19	$ 4.40	$ 4.62	$ 4.85	$ 5.09	$ 5.35	$ 5.62	$ 5.90	$ 6.19	$ 6.50	$ 6.83
	Assumed Increase		5%	5%	5%	5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
	SCADA cost component						0.37													
	hidden base	**$ 4.30**	**$ 4.85**	**$ 5.06**	**$ 5.28**	**$ 5.52**	**$ 3.99**	**$ 3.80**	**$ 3.99**	**$ 4.19**	**$ 4.40**	**$ 4.62**	**$ 4.85**	**$ 5.09**	**$ 5.35**	**$ 5.62**	**$ 5.90**	**$ 6.19**	**$ 6.50**	**$ 6.83**
	gap	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2.05**	**$ 2.34**	**$ 2.43**	**$ 5.05**	**$ 5.15**	**$ 5.25**	**$ 5.36**	**$ 5.47**	**$ 5.59**	**$ 5.71**	**$ 5.83**	**$ 5.96**	**$ 6.10**	**$ 6.24**

$0.37 is the SCADA cost we must pay off to leave CASS 2





KC-Cass:	$ 2.05	$ 2.34	$ 2.43	$ 5.05	$ 5.15	$ 5.25	$ 5.36	$ 5.47	$ 5.59	$ 5.71	$ 5.83	$ 5.96	$ 6.10	$ 6.24	$ 6.39	$ 6.54	$ 6.70	$ 6.87	$ 7.05
Max difference/1000 gal (2040):	$ 8.25																			
Average Savings/ 1000 gal:	$ 6.35																			

10/1/2031	10/1/2032	10/1/2033	10/1/2034	10/1/2035	10/1/2036	10/1/2037	10/1/2038	10/1/2039	10/1/2040	10/1/2041	10/1/2042	10/1/2043	10/1/2044	10/1/2045	10/1/2046	10/1/2047	10/1/2048	10/1/2049	10/1/2050
194,801,718	202,788,589	211,102,921	219,758,140	228,768,224	238,147,721	247,911,778	258,076,161	268,657,283	279,672,232	291,138,794	303,075,484	315,501,579	328,437,144	341,903,067	355,921,092	370,513,857	385,704,925	401,518,827	417,981,099
1,067,407	1,111,170	1,156,728	1,204,154	1,253,525	1,304,919	1,358,421	1,414,116	1,472,095	1,532,451	1,595,281	1,660,688	1,728,776	1,799,656	1,873,441	1,950,253	2,030,213	2,113,452	2,200,103	2,290,307
$ 13.56	**$ 14.07**	**$ 14.61**	**$ 15.17**	**$ 15.76**	**$ 16.37**	**$ 17.02**	**$ 17.70**	**$ 18.41**	**$ 19.16**	**$ 17.41**	**$ 18.22**	**$ 19.08**	**$ 19.98**	**$ 20.92**	**$ 21.91**	**$ 22.95**	**$ 24.03**	**$ 25.17**	**$ 26.36**
5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%	5%/3%
$ 1,076,703.04	$ 1,160,820.38	$ 1,233,792.74	$ 1,311,858.08	$ 1,372,926.64	$ 1,484,840.64	$ 1,580,624.12	$ 1,683,238.49	$ 1,761,383.24	$ 1,911,104.03	$ 1,607,864.97	$ 1,406,392.14	$ 1,475,419.94	$ 1,644,038.73	$ 1,777,763.96	$ 1,922,541.69	$ 2,015,382.95	$ 2,249,045.79	$ 2,432,872.25	$ 2,631,965.71

10/1/2031	10/1/2032	10/1/2033	10/1/2034	10/1/2035	10/1/2036	10/1/2037	10/1/2038	10/1/2039	10/1/2040	10/1/2041	10/1/2042	10/1/2043	10/1/2044	10/1/2045	10/1/2046	10/1/2047	10/1/2048	10/1/2049	10/1/2050
$ 7.17	**$ 7.53**	**$ 7.90**	**$ 8.30**	**$ 8.71**	**$ 9.15**	**$ 9.60**	**$ 10.09**	**$ 10.59**	**$ 11.12**	**$ 11.67**	**$ 12.26**	**$ 12.87**	**$ 13.52**	**$ 14.19**	**$ 14.90**	**$ 15.65**	**$ 16.43**	**$ 17.25**	**$ 18.11**
$ 7.17	$ 7.53	$ 7.90	$ 8.30	$ 8.71	$ 9.15	$ 9.60	$ 10.09	$ 10.59	$ 11.12	$ 11.67	$ 12.26	$ 12.87	$ 13.52	$ 14.19	$ 14.90	$ 15.65	$ 16.43	$ 17.25	$ 18.11
5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
$ 7.17	**$ 7.53**	**$ 7.90**	**$ 8.30**	**$ 8.71**	**$ 9.15**	**$ 9.60**	**$ 10.09**	**$ 10.59**	**$ 11.12**	**$ 11.67**	**$ 12.26**	**$ 12.87**	**$ 13.52**	**$ 14.19**	**$ 14.90**	**$ 15.65**	**$ 16.43**	**$ 17.25**	**$ 18.11**
$ 6.39	**$ 6.54**	**$ 6.70**	**$ 6.87**	**$ 7.05**	**$ 7.23**	**$ 7.42**	**$ 7.62**	**$ 7.82**	**$ 8.04**	**$ 5.73**	**$ 5.97**	**$ 6.21**	**$ 6.47**	**$ 6.73**	**$ 7.01**	**$ 7.30**	**$ 7.60**	**$ 7.92**	**$ 8.25**

$ 7.23 $ 7.42 $ 7.62 $ 7.82 $ 8.04 $ 5.73 $ 5.97 $ 6.21 $ 6.47 $ 6.73 $ 7.01 $ 7.30 $ 7.60 $ 7.92 $ 8.25

City of Peculiar

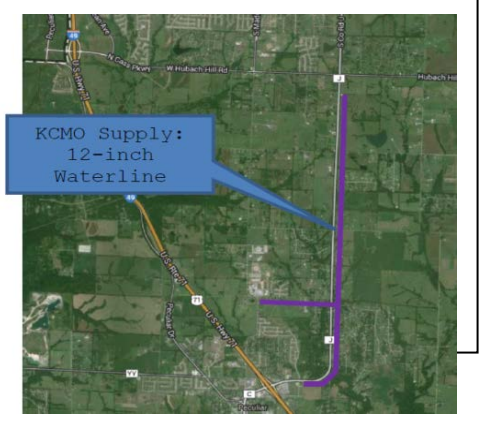
Cost of Water Purchases

		Year					
		2012	2013	2014	2015	2016	2017
Total Water Purchases - gallons		94,070,020	82,684,500	89,712,558	93,390,773	97,229,134	101,225,251
Cass PWSD#2 Source							
	Rate per 1,000 gallons* (Effective 1/31 ea. yr)	$4.30	$ 4.54	$ 4.85	$ 5.21	$ 5.63	$ 5.83
	Assumed Increase			5%/3%	5%/3%	5%/3%	5%/3%
	Cost of Water Purchased	$ 423,766.00	$ 419,630	$ 425,000	$ 472,717	$ 530,689	$ 582,060
Kansas City Source							
	Rate per 1,000 gallons** (Effective 5/31 ea. yr)	$ 2.78	$ 2.93	$ 3.08	$ 3.16	$ 3.77	$ 3.96
	Assumed Increase				5.0%	5.0%	5.0%
	Cost of Water Purchased				$ 292,002	$ 341,841	$ 392,750

*Water rate from Cass 2 per Water Purchase Agreement consists of three components: Water cost from Kansas City, Cass 2 O&M cost, and Cass 2 debt service on shared facilities.
(Annual rate increase is assumed at 5% for KC rate and 3% for O&M)
**Includes Kansas City as a direct water wholesaler at their wholesale restricted rate plus 1 repump charge (Annual rate increase is assumed at 5%)

PROJECT NAME:	Kansas City Supply Water Transmission Main
PROJECT NO:	WA 15-002

LOCATION & AREA MAP:



Check

FUND:	Refinance of 2011 Sewer bonds, and issuance of $4.2M water bond in 2016-2017
DEPARTMENT:	Public Works Water Division
Project Contact:	Nick Jacobs
Category:	Water Supply Transmission
Total Project Cost:	$ 4,426,852.00

PROJECT DESCRIPTION:

The installation of 470 L.F. of 16-inch water main and the installation of 27,000 linear feet of a 12" PVC transmission main with all associated valves, hydrants, and other appurtenances. There is one highway crossing, 26 driveway crossings, one parking lot crossing, and one stream crossing. A new master meter and telemetry are required to monitor flow from the provider into the City's distribution system. A Kansas City connection fee of $820,000 is included in the total cost of the project. In addition, this project will connect the Peculiar Master Meter No. 2 (east of Peculiar Drive and north of Peculiar Way) a 12-inch looped water main to the existing 10-inch main at Master Meter No. 1 (west of Harper Rd and north of Peculiar Way).

To reach a connection point adjacent to the Raymore elevated tank would require approximately 5 miles of main to be installed north of Peculiar along Hwy J. On the south end of the new service transmission main the city can be connected at two locations: on Hwy J just east of I-49 to an existing water line at Branic Road. The second would connect to a 12-inch main that was relocated in preparation of the new 211th street interchange.

NEED, JUSTIFICATION, BENEFIT:

To provide adequate future water supply and lower long term costs for the customers.

TIME-LINE/CURRENT STATUS:

Engineering Design Phase FY 2014-2015, 2016-2016 and Construction FY 2016-2017.

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Prior:	Expenditures	2017	2018	2019	2020	2021	Total	
0	Construction	2,100,000.00	369,650.00				2,469,650.00	2,448,490
	Connection Fee		820,000.00				820,000.00	
	Contingency		246,965.00				246,965.00	
50,000.00	ROW Acquisition w/ contingency	355,500.00					405,500.00	71,264
50,000.00	Administrative/Legal (2%)	49,393.00					99,393.00	49,393.00
50,000.00	Engineering Design		166,262.00				216,262.00	
	Construction Admin	15,000.00	13,845.00				28,845.00	
100,000.00	Survey	40,237.00					140,237.00	385,344.00
250,000.00	Total	2,560,130.00	1,616,722.00	-	-	-	4,426,852.00	4,426,852.00

	Funding Sources	2017	2018	2019	2020	2021	Total	
	City Fund:						-	
	Grants						-	
	Other:						-	
250,000	Refinance of 2011 Sewer bonds	64,000	64,000				128,000	
56-80-84600	Issuance of $4.2M water bonds in 2016-2017	2,560,136	1,616,722				4,176,858	
							-	
250,000	Total	2,624,136	1,680,722	-	-	-	4,304,858	4,304,858.00

EXPLANATION OF IMPACT ON OPERATING BUDGET:

Budget Impact	2017	2018	2019	2020	2021	Total
Maintenance	-	-	-	-	-	-
						-
Total	-	-	-	-	-	-

$ 378,344.00

CONTRACT# _____

ORDINANCE# _____

EFFECTIVE DATE _____

WATER PURCHASE AGREEMENT

THIS AGREEMENT, is entered into this _____day of _____, 2016 by and between the City of Peculiar, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "BUYER", and KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "CITY",

WITNESSED:

WHEREAS, BUYER currently purchases its water from the Public Water Supply District Number 2 of Cass County Missouri which in turn is a water source supplied by CITY; and

WHEREAS, BUYER desires to obtain its water supply directly from CITY and to contract for a maximum quantity of 1.0 million gallons per day (MGD); and

WHEREAS, BUYER is willing to construct, at BUYER's expense, a metering/regulating facility for the purchase water from the CITY; and

WHEREAS, CITY is willing to deliver and sell water to BUYER in accordance with the terms and conditions set forth herein;

NOW THEREFORE:

For and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between BUYER and CITY as follows:

ARTICLE I
GENERAL CONDITIONS

1 **Applicable Law:** This is a cooperative Agreement authorized by Missouri Revised Statutes Section 70.210 et seq.

2 **Construction Records:** BUYER agrees to furnish to CITY one (1) set of BUYER'S maps of its existing distribution system within thirty (30) days following the effective date of this Agreement. BUYER agrees to furnish to CITY one (1) set of updated maps of its distribution system whenever there is a major modification made to the system or CITY request maps.

3 **Term of Contract:** This Water Purchase Agreement shall continue in full force and effect, except as otherwise provided herein, for a period of Twenty (20) years (term of SRF loan) from the date set forth on page one hereof.

4 **Contract Binding:** This Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment, or otherwise, when finally executed and fully approved.

5 **Director Defined:** References herein to CITY'S Director of Water Services ("Director") and to CITY'S Water Services Department ("WSD") shall be construed to mean that person and department and/or any successor CITY title holder and CITY department name.

6 **Assignment:** Neither CITY nor BUYER shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, in its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance.

ARTICLE II
POINTS OF SERVICE

1 **Locations:** BUYER will purchase water from CITY, in accordance with the provisions of this agreement, at the following metering facilities:

At base of the elevated water tank at 18801 State Route J, Raymore MO. 64083

Other locations as may be mutually agreed upon by BUYER and CITY.

2 **Repurchase Locations:** CITY and BUYER agree that CITY may repurchase water from BUYER at locations as may be mutually agreed upon by CITY and BUYER. An amount of water equivalent to that repurchased by CITY on any day shall be added to the BUYER'S maximum allowed for any day as stated in article III Section 1.

3 **Emergency Connections:** BUYER may purchase water from Other Sources, in accordance with the provisions of this agreement, at the following emergency connections:

Cass #2: 211th & Harper RD, 211th & Peculiar Dr., Sienna & Peculiar Dr.
Cass #7: N.W. corner 227th & Harper Rd.
Cass #10: Base of tower, 211th St. behind house 12107 211th St.

BUYER agrees to provide notice to CITY of future emergency connections within thirty (30) days of establishing such connections.

ARTICLE III
SERVICE CONDITIONS

1 **Water Delivery:** CITY has the resources and agrees, subject to the following conditions, to deliver water to BUYER in such quantities as necessary to satisfy the provisions of this contract:

Water Quantity Purchased: BUYER and CITY understand and agree that the amount of water delivery and purchase referred to herein shall be based on the combined total of water delivered through each of the metering facilities at the locations defined in Article II herein. CITY agrees to deliver water at a maximum quantity on any day of 1.0 MGD, subject to the conditions in this Article.

Delivery Obligation: The extent of CITY'S obligation to deliver water to BUYER shall not exceed the capacity of the facilities of CITY at any point of service or the provisions of this Article. The total quantity of water delivered to BUYER shall be limited to meet these criteria by regulatory devices at or near the points of service to BUYER. The settings of said regulatory devices shall be determined by the BUYER and the Director in a manner consistent with this Article.

Curtailment: During any shortage of water, the CITY may apportion the sale of water among its wholesale customers on a prorata basis and for this purpose may adjust or have the BUYER adjust accordingly the aforesaid regulatory devices at or near the points of service.

Control System: BUYER has a control system which varies the flow rate in incremental steps, to maintain sufficient equalizing storage, and to minimize large changes in flow rate which are detrimental to the efficient operations of CITY'S water system and may adversely affect its customers as well as BUYER'S customers. The control system must be able to reduce the flow rate to zero during specific hours of the day coincident with peak demand on the CITY system. If, at the discretion of the CITY the flow rate is reduced, subsequent rates of delivery shall be increased to allow for delivery of the maximum quantity per day to the fullest practical extent.

Operating Records: BUYER agrees to provide, upon written request from CITY, any operations records needed to establish that said system is being operated to minimize flow rate fluctuations. Such information shall be submitted to CITY within 5 business days of its written request.

2 **Meter Readings:** The frequency of meter readings for each of the metering facilities shall be determined by the CITY. The billing periods for each metering facility shall be monthly. CITY shall submit a separate monthly bill to BUYER for water purchased through each of the aforesaid metering facilities.

3 **Payment Delinquency:** BUYER agrees to be bound by all the ordinances of the CITY pertaining to the purchase and use of water and, in particular, authorizes CITY to shut off the supply of water to BUYER for any delinquency of more than sixty (60) days in the payment of any bill for water furnished to BUYER

4 **Sole Source:** BUYER and CITY agree that CITY shall be the sole source of water for the BUYER. BUYER may purchase water from other sources during an emergency or planned outage of CITY source. An emergency is defined as a short- or long-term service interruption or curtailment in available water supply--whether originating on City's or BUYER'S water systems--or when BUYER requires water in excess of what the CITY can supply.

5 **Storage:** BUYER agrees that during normal and peak operating periods, storage facilities shall be available and used to the fullest extent for the purpose of offsetting peak demands.

a. **Emergency Storage:** BUYER understands and agrees that BUYER is responsible for constructing and maintaining emergency storage equal to an average day's consumption during the term of this contract. An average day's consumption is defined as the total consumption for the previous calendar year divided by the number of days in that year. CITY agrees that the BUYER has met this requirement with existing facilities.

b. **Equalizing Storage:** BUYER acknowledges that in addition to meeting the requirements of paragraph (a), an additional amount of storage equal to a minimum of one-half(1/2) of average day consumption *(i.e.,* "equalizing storage") is required to qualify sole source customers for the Suburban Meter Rate/Wholesale Customer/Restricted schedule, subject to paragraph 7 of this Article.

c. **Existing Storage:** BUYER has existing, effective storage of 900,000 Gallons

500,000 Gallon ground water storage tank
371 West South St., and

400,000 Gallon elevated water storage tank
371 West South St.

6 **Water Rate Classification.** Based on existing water usage, status as a sole source customer and storage capabilities the BUYER qualifies for the Wholesale Customer/Restricted rate.

7 **Water Rate:** It is understood that water rates are established by Chapter 78 of the Code of Ordinances of CITY and may be amended from time to time by the Council of the CITY. CITY shall provide BUYER prior written notice of such increase or decrease. BUYER agrees to recognize the validity of these charges and agrees to pay the amended rate.

8 **Water Usage:** BUYER agrees that the water purchased under the terms of this Agreement shall be used solely within the boundaries now served by BUYER, or as they may be extended in the future, or as provided in paragraph 9 herein.

9 **Water Usage Resale:** Any resale of water from CITY to customers outside BUYER'S boundaries shall require the prior written notification to the Director, except that BUYER may sell such water to those individual residences which are situated in such a manner that they are contiguous to BUYER'S boundaries and provided they are outside the corporate limits of the CITY. BUYER may sell such water to those individual residences situated within the corporate limits of CITY which are situated in such a manner that they are also contiguous to BUYER'S boundaries, subject to the prior written approval of the Director.

Current Resale: BUYER'S current resale customer is as follows:

None at this time

Future Resale: Any other resale of water purchased from CITY for any use outside BUYER'S service area, including water sold by BUYER'S resale customers to other water purveyors, shall require the prior written notification to director of intent to sell. BUYER shall notify Director in writing, 30 days prior to commencing sale of water and within 30 days after terminating any such customer.

10 **Contract Termination- CITY:** BUYER understands and agrees that if it fails to keep and perform every covenant, condition and obligation in this contract, including timely payment of any water purchase bill, and BUYER has not cured such violation within thirty (30) days of written notification of such violation, CITY may terminate this Agreement upon sixty (60) days written notification to BUYER, unless BUYER has cured its violation within that period. The CITY may terminate this agreement for convenience after two (2) year written notification to the BUYER.

11 **Contract Termination -BUYER:** BUYER and CITY agree that BUYER may cease its purchase of water through any, but not all, of the points of service provided for in Article II herein after one (1) year written notification to the Director without contract termination. BUYER may terminate this agreement after two (2) year written notification to the Director.

12 **Water Quality Requirements- CITY:** CITY agrees that the water delivered to BUYER at the aforesaid metering facilities shall meet or exceed the minimum water quality standards of the Missouri Department of Natural Resources. BUYER agrees to hold CITY harmless to the extent permitted by the laws of the State of Missouri from any and all claims which may arise due to the physical, chemical, or biological quality of water in BUYER'S system

and further agrees to hold CITY harmless for damages or injuries sustained arising out of any operation connected with BUYER's water system, except this provision shall not apply if City fails to deliver water meeting the water quality standards of the Missouri Department of Natural Resources and such water quality shall be the cause or contribute to the cause of any damages or injuries.

13 **Access to Water Quality Analyses:** CITY agrees to provide BUYER with the results of any water quality analyses required by applicable Federal or Missouri state statutes or regulations.

14 **Water Quality Requirements- BUYER:** BUYER agrees and understands that BUYER is solely responsible for performing all water quality testing and related testing within BUYER'S system as presently required by regulatory authorities or as required anytime in the future. BUYER is also responsible for water quality testing at the point of interconnection with the CITY; the results of any such tests shall be shared with CITY within 30 days of the test(s). BUYER understands that CITY will have no obligation whatsoever regarding the above testing and agrees to hold CITY harmless to the extent permitted by the laws of the State of Missouri from any and all claims which may arise due to said testing unless it can be proved that such is due to the negligence or fault of CITY.

15 **Repurchase:** CITY shall have the right during the term of this Agreement to purchase water from BUYER at points of service as set forth in Article II herein. CITY agrees to pay for water purchased under this Agreement in accordance with that part of BUYER'S rules and regulations governing the sale of water. It is understood that the cost of water and related charges may be amended from time to time by BUYER and that CITY recognizes the validity of these changes. In the event BUYER has no rules or regulations governing the sale of water, CITY agrees to pay the amount CITY then charges BUYER for the purchase of water, less Supplementary Storage Charges.

16 **Repurchase- Water Quality:** BUYER agrees that water delivered to CITY at the aforesaid points of service shall be of the same quality as that which is furnished to BUYER'S individual customers.

17 **Repurchase- Access to Water Quality Analyses:** If BUYER sells water to CITY; BUYER agrees to provide CITY with the results of any water quality analyses required by applicable Federal or Missouri state statutes or regulations, if requested by CITY.

18 **Water Quality Testing:** CITY is solely responsible for performing all water quality testing and related testing within CITY'S system as presently required by regulatory authorities or as required anytime in the future.

19 **Antenna Placement:** When mutually agreed upon BUYER agrees to allow placement of CITY antennas to be used solely for the purpose of operating CITY'S water system on BUYER'S elevated tank(s) to accommodate present and future needs, as may be required, such agreement not to be unreasonably withheld by the BUYER. Mounting methods, hardware and antennae placement by CITY are subject to prior approval by BUYER. This provision shall not preclude BUYER from installing antennae on BUYER'S elevated tank(s); however said antennas shall not impede CITY operation of maintenance functions. Nor shall CITY'S antennas impede BUYER'S operation or maintenance functions or any prior agreements BUYER has made with other antenna owners.

ARTICLE IV
METERING & REGULATING FACILITIES

1 **Specifications:** BUYER agrees to have future Metering Facilities at the point of service identified in Article II designed and constructed in complete accordance with WSD'S "Rules and Regulations for Water Service Lines" dated 2015 and "Standards and Specification's for Water Main Extensions and Relocations" dated 2015, including any supplements to or revisions thereof, and any other requirements of the WSD. The drawings and specifications for these Metering Facilities shall be submitted by BUYER to CITY for review and approval in writing by the Director prior to the start of any construction. Except for the meter and regulators as provided in Paragraph 3 below, BUYER shall maintain existing Metering Facilities in accordance with WSD'S Specifications and Regulations, including any supplements or revisions thereto, and any other requirements of the WSD.

2 **Easements, Rights-of-Way or Leases:** BUYER agrees to be solely responsible for the acquisition of the easements or land necessary to accommodate new Metering Facilities, including provisions for CITY'S permanent access to them. Said easements or land, and maintenance of such, shall reside with BUYER.

3 **Ownership, Repair, Adjustments:** BUYER agrees that any meters and regulators to be installed in any Metering Facility shall be of a size and type to be determined by Director. BUYER understands and agrees that, upon acceptance by CITY, the meters and regulators in these Metering Facilities shall become, and shall remain the property of CITY, and CITY shall have the right to remove, inspect, test, repair, or replace any meter or regulator at any time. When such inspection indicates that any meter or regulator is measuring inaccurately and when this discrepancy can be corrected by repair, then CITY shall repair the defective meter or regulator and shall bear the cost thereof. In the event that accuracy cannot be restored by repair, then CITY shall replace the meter or regulator at its expense. BUYER shall also have the right to request removal and testing of any meter or regulator by an independent expert, at the expense of BUYER, in order to determine the accuracy of the meter or regulator. If a meter test shows that the meter is measuring with an accuracy of ±1.5%, no billing adjustment shall be made. If the meter accuracy is determined to be less accurate than ±1.5%, any credits or debits to previous bills shall be estimated based upon the facts of the situation. In no case shall such billing adjustments be made to bills prior to six months before the inaccuracy was discovered.

4 **Facility Maintenance:** BUYER understands and agrees that BUYER shall be solely responsible for the maintenance of said Metering Facility, including the site, access to the site, power supply, and all other appurtenances thereto, with the exception that CITY shall be solely responsible for the maintenance of the aforesaid meters and regulators.

5 **Facility Access:** BUYER agrees to provide CITY access at all times, to the Metering Facility described herein, for the maintenance of CITY'S meters, regulators, and associated equipment.

6 **Telemetry/Regulating Systems:** For future connections it is understood BUYER shall be solely responsible for the installation costs and maintenance of all telemetry/regulating equipment necessary at each connection point for control and monitoring systems, pressure and flow regulating devices, unauthorized-intrusion alarms, and data transmission systems such as radio or leased telephone lines. BUYER agrees to provide separate equipment and systems necessary for CITY'S monitoring of pressures, flow, consumption, control valve position, and unauthorized-intrusion at each Metering Facility, including PLC with I/0 interface modules, above-grade KCMO control panel with data transmission systems, radio, tower, antenna, and backup power supply. BUYER further agrees to provide all programming and startup services to configure the telemetry/regulating system to provide the monitoring data to the City at its designated location. BUYER shall provide electric power at each Metering Facility for all telemetry/regulating equipment necessary for BUYER'S operation and CITY'S monitoring.

ARTICLE V
FINANCIAL CONSIDERATIONS

1. **Capital Cost (Main)**: BUYER reserves a right to 1.0 MGD of the capacity in the Cass County Transmission Main for the term of this agreement.

2. **Total Costs**: BUYER's total capacity charge for the Cass County Transmission Main to the point of outlet at the base of the elevated water tank at 18801 State Route J, Raymore MO. 64083 for a maximum consumption rate of 1.0 MGD is $ 817,095.54.

3. **Reimbursement by BUYER**: The reimbursement by BUYER of its capacity charge for the Cass County Transmission Main in accordance with the terms of this Agreement shall be made in one lump sum payment within 90 days after the effective date of this Agreement.

ARTICLE V
EXECUTION

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed as of the day and year indicated below.

(SEAL)

BY: _____

DATE: _____

ATTEST:

_____
Clerk

CITY OF KANSAS CITY, MISSOURI

(SEAL)

BY: _____
Director of Water Services

DATE: _____

Approved as to form:

_____
Assistant City Attorney

RESOLUTION 2016-43

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE CONTRACT WITH KANSAS CITY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A WATER PURCHASE AGREEMENT.

WHEREAS, a 20-year Water Purchase Agreement was executed by the City of Peculiar and Public Water Supply District No. 2 on March 16, 2010, for the purpose of delivering and selling water to the City of Peculiar; and

WHEREAS, the City of Peculiar may terminate this agreement for convenience after one (1) year written notification to Public Water Supply District No. 2, and written notification was provided to Public Water Supply District No. 2 on October 26, 2016; and

WHEREAS, the City of Peculiar desires to enter into a new Water Purchase Agreement with Kansas City, Missouri to purchase water; and

WHEREAS, the City of Peculiar desires to contract for a maximum quantity of 1.0 million gallons per day (MGD) for a period of twenty (20) years; and

WHEREAS, Kansas City , Missouri is willing to deliver and sell water to the City of Peculiar in accordance with the terms and conditions set forth in the Water Purchase Agreement; and

WHEREAS, Kansas City, Missouri has an existing water treatment plant, pumping facilities, storage and conveyance distribution piping system; and is authorized to sell water to the City of Peculiar, under the appropriate provisions of this Agreement with Kansas City, and this Agreement is expressly contingent upon Kansas City, Missouri selling water to the City of Peculiar under said Agreement; and

WHEREAS, a copy of the Water Purchase Agreement with Kansas City, Missouri is attached

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

Section 1. The Mayor is hereby authorized to enter into contract with Kansas City, Missouri for the purchase of water.

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 Ray	___
Alderman Ford	___	Alderman Roberts	___
Alderman Dunsworth	___	Alderman Harlan	___

APPROVED:

_____
Holly Stark, Mayor

ATTEST:

_____
Janet Burlingame, City Clerk

RESOLUTION NO. 2016-44

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH FAIRPOINT COMMUNICATIONS, INC.

WHEREAS, on or about the Labor Day weekend of 2014, the City of Peculiar, Missouri ("City") and Fairpoint Communications, Inc. ("Fairpoint") were victims of fraud perpetrated by unknown persons involving unauthorized phone calls; and

WHEREAS, the fraudulent activity was attributed the City's account; and

WHEREAS, Fairpoint incurred costs attributable to the fraud; and

WHEREAS, the City and Fairpoint agree that fault lies with neither party; and

WHEREAS, in the interest of good faith and maintaining a viable working relationship, the City and Fairpoint have engaged in good faith negotiations to reach a fair and equitable settlement.

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

Section 1. The Settlement Agreement and Release between the City of Peculiar, Missouri and Fairpoint Communications, Inc. ("Settlement 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 Settlement Agreement and Release 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.

_____
Holly Stark, Mayor

ATTEST:

_____
Janet Burlingame, City Clerk

EXHIBIT A
SETTLEMENT AGREEMENT AND RELEASE
(see attached)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereafter "Agreement") is entered into as of _____, 2016, by and between the City of Peculiar, Missouri, a Missouri Municipal Corporation (hereafter "City") and FairPoint Communications Missouri, Inc. (hereafter "FairPoint"). Together the City and FairPoint shall be referred as the "Parties."

WHEREAS, the Parties were victims to fraud involving unauthorized phone calls made on or about the Labor Day weekend of 2014, and

WHEREAS, FairPoint incurred $19,086.53 in costs attributable to the fraud, and

WHEREAS, the fraudulent activity was attributed the City's account (hereafter the "Claim"), and

WHEREAS, the fraudulent activity was not precipitated by either of the Parties, and

WHEREAS, in the interest of good faith and maintaining a good relationship between the Parties,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follow:

1. **PAYMENT.** The City shall pay FairPoint the total sum of Nine Thousand Five Hundred Forty-Three Dollars and Twenty-Seven Cents ($9,543.27). The payment shall be made within thirty (30) days of the acceptance of the Agreement by the Parties. The Parties acknowledge and agree that they are solely responsible for the paying any attorney's fees and costs they incurred and that neither Party nor its attorneys will seek any award of attorney's fees or costs from the other Party.

2. **DISCONNECTION/COLLECTION.** In consideration of the Settlement Payment, and the good faith cooperation of the Parties in the prosecution of claims against any other parties if the Parties pursue such claims, FairPoint agrees to cease any disconnection or collection efforts against the City.

3. **RELEASE.** FairPoint, in consideration of the mutual promises, payments and releases herein, does hereby release, acquit and forever discharge the City and its past, present and future agents, servants, employees, officers, directors, consultants, subcontractors, attorneys, elected officials, each in their official and individual capacities, insurers, parent companies, subsidiaries, successors and assigns, of and from any and all claims, damages, injuries, expenses, attorney's fees, liabilities, claims for indemnity or contribution, and causes of action, in law or in equity, or of any nature whatsoever,

known or unknown, developed or which may develop in the future, in any way pertaining to the Claim.

4. **COMPROMISE OF DISPUTED CLAIM.** The Parties acknowledge that this is a compromise of a disputed claim. This Agreement shall not be construed as an admission, as the Parties hereto deny any and all liability to each other and deny the nature and extent of any damages claimed by the other.

5. **BINDING EFFECT.** This Agreement is binding upon the Parties named above, and their heirs, administrators, personal representatives, successors and assigns.

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effected, unless the same shall be in writing and signed by the Party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and each of which shall constitute but one and the same agreement.

8. **AUTHORITY/COMPETENCY TO ACT.** The City and FairPoint warrant and represent that they are the sole owners of all claims referenced herein, and that they have full authority and competency to execute this document in the capacity in which they have signed. The Parties each mutually acknowledge and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, right, demand, interest, action or cause of action, against any other party. Attached hereto is a Resolution of the Governing Body of the City approving this Agreement and authorizing the person signing for and on behalf and with the authority of the City to execute this Agreement on its behalf.

9. **SEVERABILITY**. In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

10. **ENTIRE AGREEMENT.** The Parties state that this Agreement contains the entire agreement between the Parties, and there are no other oral, written, express or implied promises, agreements, representations, or inducements not specified in this Agreement. The Parties also agree that all the terms of this Agreement are contractual and not a mere recital.

11. **CONSTRUCTION.** This Agreement has been arrived at after thorough bargaining and negotiations, with attorneys advising each party. The language of this Agreement is the product of the mutual effort of the Parties. This Agreement shall be construed fairly as to all Parties, and shall not be construed for or against any Party on the basis of or to the extent to which that Party participated.

12. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

CITY OF PECULIAR, MISSOURI
"CITY"

_____
Holly Stark, Mayor

ATTEST:

_____
Janet Burlingame, City Clerk

FAIRPOINT COMMUNICATIONS MISSOURI, INC.

_____

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Mayor Holly Stark and City Clerk Janet Burlingame of the City of Peculiar, who is personally known to me to be the person who executed the within instrument of writing and duly acknowledged the execution of the same as his/her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

_____
NOTARY PUBLIC

My commission expires: _____.

STATE OF)
) SS
COUNTY OF)

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came _____, signing on behalf of FairPoint Communications Missouri, Inc. who is personally known to me to be the person who executed the within instrument of writing and duly acknowledged the execution of the same as his/her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

_____
NOTARY PUBLIC

My commission expires: _____.

City Administrator
Brad Ratliff

Chief of Police
Harry Gurin

City Clerk
Janet Burlingame

City Planner
Cliff McDonald

City Engineer
Carl Brooks

City Attorney
Joseph G. Lauber

Business Office
Trudy Prickett

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

Parks Director
Grant Purkey

To: Board of Aldermen
From: Carl Brooks, City Engineer, "cbrooks@cityofpeculiar.com"
Date: November 21, 2016
Re: Resolution 2016-45, Recommended and Proposed Street Light Location – Peculiar Way from East Outer Road to School Road.

GENERAL INFORMATION

Applicant:	Staff
Requested Actions:	Resolution passage of the recommended and proposed location for six (6) Street Lights
Purpose:	City staff has requested Kansas City Power & Light (KCP&L) to install six (6) street lights along Peculiar Way beginning at the East Outer Road to School Road for visibility and safety concerns.

PROPOSAL

KCP&L will request a resolution for the installation of six (6) street lights along Peculiar Way beginning at the East Outer Road to School Road, including electrical outlets on the six (6) street light poles.

PREVIOUS ACTION(S)

City staff has requested Kansas City Power & Light (KCP&L) to install six (6) street lights along Peculiar Way beginning at the East Outer Road to School Road, back of curb north side of the road.

STAFF ANALYSIS & COMMENTS

City staff has verified that there are no known existing city owned utilities at the location proposed for the six (6) new street lights along Peculiar Way beginning at the East Outer Road to School Road.

STAFF RECOMMENDATION

Staff recommends the installation of the six (6) new street lights along Peculiar Way beginning at the East Outer Road to School Road, and approval of the attached proposed resolution.
The additional increase to our KCPL monthly bill will be $307.34.
City staff has requested KCP&L to install "smart" lights.

ATTACHMENTS

Resolution 2016-45
KCP&L Authorization for Street Light Changes form
KCP&L sheet No. 1 of 1, dated 11-18-16

AUTHORIZATION FOR STREET LIGHT CHANGES

City of PECULIAR

Gentlemen:

At a meeting of the _____ on _____ the following changes were authorized in our street lighting system by resolution of the _____. Street lights will be installed, in accordance with the schedule of charges listed below or any effective superseding rate schedules on file with the governmental regulatory agency having jurisdiction over rates and charges for service hereunder.

Add or Remove	No. Lights	Watts/ Lumens	*Type	MRU Code Number	Location	Pole #	MONTHLY COST
ADD	6	250/25500	SP,SVL,EG, UG	M377	Peculiar Way from East Outer Road to School Road, back of curb on the north side of road		$24.25 X 6=$145.50
ADD	6 BASES			BKWY	Breakaway bases		$2.81 X 6=$16.86
ADD	6 POLES			M808	40' Steel Pole		$13.43 X 6=$80.58
ADD	6			M806	UG wiring under pkwy		1288' x.05=$64.40
							$307.34

TYPE ABBREVIATIONS

AP -Additional Pole
EDP -Existing Distribution Pole
EG -Enclosed Glassware
L -Lumens
MV -Mercury vapor
MVS -Mercury Vapor Streamlined
OG -Open Glass
OH -Overhead Wiring
SP -Steel Pole Mounting
SVL -Sodium Vapor Lucalox
SVU -Sodium Vapor Unalux
SVUS -Sodium Vapor Unalux Streamlined
TS -Traffic Signal (Location)
UG -Underground Wiring
WP -Wood Pole Mounting

Signed _____
City Clerk

FOR KCPL USE ONLY

Date of Change _____

Change Made By _____

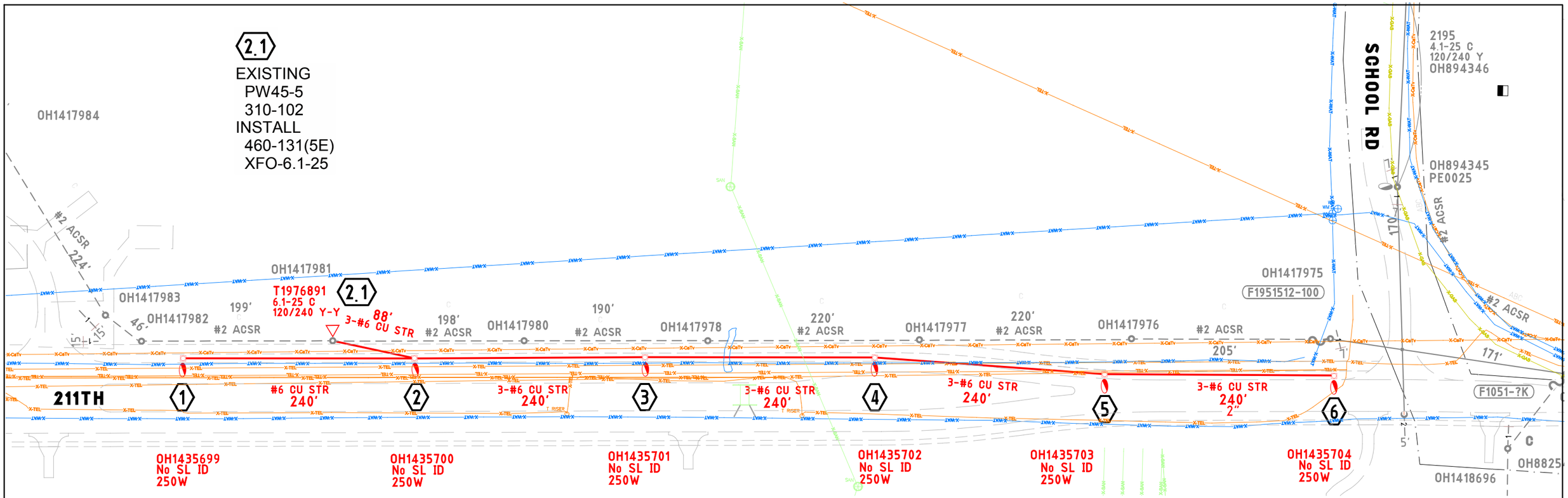
Work Request # _____

Subdivision _____

Blanket WO # _____

Signed _____

CIS+ updated By



1
INSTALL
SL-PS40-2T
SL-B-BKWY-13
SL-B-SCR-17
SL-H-TBMC
SL-A12-TBSP
SL-L250HPS-CO

2
INSTALL
SL-PS40-2T
SL-B-BKWY-13
SL-B-SCR-17
SL-H-TBMC
SL-A12-TBSP
SL-L250HPS-CO

3
INSTALL
SL-PS40-2T
SL-B-BKWY-13
SL-B-SCR-17
SL-H-TBMC
SL-A12-TBSP
SL-L250HPS-CO

4
INSTALL
SL-PS40-2T
SL-B-BKWY-13
SL-B-SCR-17
SL-H-TBMC
SL-A12-TBSP
SL-L250HPS-CO

5
INSTALL
SL-PS40-2T
SL-B-BKWY-13
SL-B-SCR-17
SL-H-TBMC
SL-A12-TBSP
SL-L250HPS-CO

6
INSTALL
SL-PS40-2T
SL-B-BKWY-13
SL-B-SCR-17
SL-H-TBMC
SL-A12-TBSP
SL-L250HPS-CO

BUILT AS DESIGNED ☐
CHANGES AS NOTED ☐
LEADMAN_____ DATE_____
FCS_____ DATE_____

EXISTING ---------
INSTALL ---------
REMOVE ---///---
MODIFY ---------

0 50 100
ft
Landbase Scale

Know what's below. Call before you dig.

CONTACTS

KCPL DESIGN TECH:
CARMEN GEIER
816-737-7777 EXT.14402
CUSTOMER:
CITY OF PECULIAR:
CARL BROOKS

T/R/S/QS: 45N/32W/4			REV	DATE	BY	CHECKED	REVIEWED
TITLE: City of Peculiar		PRJ#: 50011490	All facility locations should be field verified.			KCP&L
		WR#: 753733				BELTON
ADDRESS:		SEC DIST: NA				DESIGNED BY: CQEIER
E Outer Rd to School Road						REVIEWED BY: NM
CITY: Peculiar		CIRCUIT: 32722				DATE: 11-18-16
COUNTY: CS						753733-1
STATE: MO	ZIP: 64078					
12.47KV	JOB TYPE: 1NBC	SHEET: 1 OF 1				

RESOLUTION 2016-45

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AUTHORIZATION FOR SIX STREET LIGHT ADDITIONS FOR THE CITY OF PECULIAR.

WHEREAS, City staff has requested Kansas City Power & Light (KCP&L) to install six (6) new street lights along Peculiar Way beginning at the East Outer Road to School Road, back of curb north side of the road, and

WHEREAS, KCP&L requests a resolution for the installation of six (6) new street lights along Peculiar Way beginning at the East Outer Road to School Road by the Mayor and the Board of Aldermen.

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

Section 1. **RESOLVED,** the City of Peculiar is authorized by Chapter 405: Land Subdivision Regulations, of the City of Peculiar Municipal Code, to approve street lights in accordance with the standards established by Section 405.490.

Section 2. **RESOLVED,** that the Board of Aldermen hereby approves the request of City staff of KCP&L for the installation of six (6) new street lights along Peculiar Way beginning at the East Outer Road to School Road.

Section 3. ***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 Ford	_____	Alderman Ray	_____
Alderman Hammack	_____	Alderman Roberts	_____
Alderman Harlan	_____	Alderman Dunsworth	_____

APPROVED: ATTEST:

_____ _____

Holly Stark, Mayor Janet Burlingame, City Clerk

LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

November 17, 2016

Janet Burlingame
City Clerk, City of Peculiar

Re: Ordinance Revisions for Senate Bill 572

Madame Clerk:

This letter serves as a summary to the ordinance revisions that the Firm prepared to comply with Missouri State Senate Bill 572. Senate Bill 572, similar to last year's Senate Bill 5, make extensive changes to fines and penalties imposed by cities for municipal ordinance violations. The major changes came in the form of reduction in fines as well limiting what offenses can be punished by incarceration. Thirty five (35) sections of the City Code, all penalty provisions, were amended to be in compliance with the state law.

The law limits fines, combined with court costs, are limited to not more than two hundred and twenty five dollars ($225) for minor traffic violations.

With regards to municipal ordinance violations, fines, combined with court costs, are limited to not more than two hundred dollars ($200) for the first municipal ordinance violation, two hundred seventy-five dollars ($275) for the second municipal ordinance violation, three hundred fifty dollars ($350) for the third municipal ordinance violation, and four hundred fifty dollars ($450) for the fourth and any subsequent municipal ordinance violations, for offenses committed within a twelve (12) month period. Additionally, court costs shall not be assessed if the defendant is found indigent.

Further, Courts shall not impose a sentence of confinement or jail to exceed ninety (90) days and can only be imposed for ordinance violations involving alcohol or controlled substances, violations endangering the health or welfare of others, or eluding or giving false information to a law enforcement officer. Community service may be imposed as a term of a sentence but it must be at no cost to the probationer.

The following sections were amended (see next page):

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Section 130.190. Parole or Probation
Section 130.260. Court Costs
Section 130.290. Failure to Appear in Court – Penalty.
Section 130.310. Violation of An Ordinance — Penalty.
Section 205.145. Penalties (Animals and Dogs)
Section 210.055. Disorderly Conduct – Penalty.
Section 210.125. Possessing, Receiving or Controlling Stolen Property – Penalty.
Section 210.150. Lease or Rental Property – Taking/Failing to Return – Penalty.
Section 210.325. Use of Certain Communication Devices.
Section 210.326. False Declarations.
Section 210.327. False Reports
Section 210.328. False Affidavits.
Section 210.329. False Information.
Section 210.385. Truancy.
Section 210.410. Unlawful Use of Drug Paraphernalia.
Section 215.130. Hauling of Earth, Rock, etc..
Section 220.090. Litter.
Section 265.060. Fair Housing.
Section 270.160. Blasting and Mining.
Section 340.190. Hardship Driving Privileges.
Section 340.215. Hand and Mechanical Signals.
Section 340.220. School Bus – Passing Regulations.
Section 350.070. Parking Trailers, Campers, Motor Homes and Trucks.
Section 380.010. License Plates.
Section 380.040. Transfer of Plates.
Traffic Code, Schedule I
Section 400.2320. Zoning Violations.
Section 410.240. Floodplain Management.
Section 420.190. Illicit Discharge into Storm Drainage System.
Section 430.150. Use of Unapproved Plat in Sale of Land.
Section 500.0070. Construction Code
Section 500.0085. Certificate of Occupancy
Section 500.060. Uniform Sigh Code
Section 500.065. Adoption of Standard Specifications and Design Criteria.

I hope this helps. Please call me if you have any questions.

Sincerely,

Rob Willard

BILL NO. 2016-21

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY CODE TO COMPLY WITH PROVISIONS OF MISSOURI SENATE BILL 572.

WHEREAS, Missouri Senate Bill 572 was enacted into law August 28, 2016, and

WHEREAS, provisions of the new law impact sections of the City Code regarding fines, punishment, and notice relating to the enforcement of municipal ordinances, and

WHEREAS, provisions of the City Code of Peculiar, Missouri must be amended to comply with state law, and

WHEREAS, it is in the interest of public health, safety and welfare that the City Code of Peculiar, Missouri be consistent with Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI THAT THE FOLLOWING CHAPTERS OF THE CITY CODE BE AMENDED AS FOLLOWS:

SECTION I: That Chapter 130, Section 130.190(B), be amended such that it is removed in its entirety and replaced with the following language:

SECTION 130.190 PAROLE OR PROBATION, WHEN GRANTED – CERTIFICATE – CONDITIONS OF PROBATION – MODIFCATION OF CONDITIONS

B. In addition to such other authority as exists to order conditions of probation, the Court may order conditions which the Court believes will serve to compensate the victim of the crime, any dependent of the victim, or society in general. Such conditions may include, but need not be limited to:

1. **Restitution to the victim or any dependent of the victim, in an amount to be determined by the Judge; and**
2. **The performance of a designated amount of free work for a public or charitable purpose, or purposes, as determined by the Judge, for which no associated costs shall be charged to the Defendant.**

SECTION II: That Chapter 130, Section 130.260, be amended such new subsection 11 be added with the following language.

SECTION 130.260 COURT COSTS

11. No court costs shall be collected if the Defendant is convicted and found indigent.

SECTION III. That Chapter 130, Section 130.290, be amended such that it is removed in its entirety and replaced with the following language:

Section 130.290 Failure to Appear in Court – Penalty.

In addition to the forfeiture of any security which was given or pledged for his release, any person who, having been released pursuant to the Statutes of the State or the ordinances of the City, willfully fails to appear before the Municipal Court as required, shall be guilty of a violation of this Section. Any person who is convicted of a violation of this Section within a twelve (12) month period shall be fined not more than two hundred dollars ($200) for the first violation of this Section, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations of this Section, or imprisoned for not more than ninety (90) days for offenses involving alcohol or controlled substances, violations endangering the health or welfare of others, or eluding or giving false information to a law enforcement officer. A person shall not be placed in confinement for failure to pay a fine unless such nonpayment violates terms of probation or unless the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor rule are strictly followed by the court., provided that the sentence imposed shall not exceed the maximum fine or maximum period of imprisonment which could be imposed for the offense, for which the accused was arrested originally. If the offense could only be punishment by a fine, then punishment by confinement for failure to appear shall not be imposed.

SECTION IV. That Chapter 130, Section 130.310, be amended such that it is removed in its entirety and replaced with the following language:

Section 130.310. Violation of An Ordinance — Penalty.

A. Every person found guilty of a violation of an ordinance shall be dealt with by the Court in accordance with the provisions of this Section or any appropriate combination thereof. The Court may:

1. Sentence the person to a term of imprisonment in the County Jail for up to ninety (90) days, but only for offenses involving alcohol or controlled substances, violations endangering the health or welfare of others, or eluding or giving false information to a law enforcement officer. A person shall not be placed in confinement for failure to pay a fine unless such nonpayment violates terms of probation or unless the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor rule are strictly followed by the court.

2. The court shall not assess a fine, if combined with the amount of court costs, totaling in excess of:

a. Not more than two hundred and twenty five dollars ($225) for a minor traffic offense.

b. Not more than two hundred dollars ($200) for the first municipal ordinance violation, two hundred seventy-five dollars ($275) for the second municipal ordinance violation, three hundred fifty dollars ($350) for the third municipal ordinance violation, and four hundred fifty dollars ($450) for the fourth and any subsequent municipal ordinance violations, for offenses committed within a twelve (12) month period ;

3. Suspend the imposition of sentence with or without placing the person on probation;

4. Pronounce sentence and suspend its execution, placing the person parole or on probation as set forth in Section 130.190 herein.

SECTION V. That Chapter 205, Section 205.145, be amended such that it is removed in its entirety and replaced with the following language:

Section 205.145 Violations and Penalties

Any person violating any Section of this Chapter shall, upon a plea of guilty or a finding of guilty, be punished by a fine of not less than thirty-five dollars ($35.00) for the first (1st) such offense, no less than fifty dollars ($50.00) for the second (2nd) offense and no less than one hundred dollars ($100.00) and no more than five hundred dollars ($500.00) three hundred and fifty dollars ($350) for the third (3rd) or subsequent offense, plus all costs for pickup, impoundment, disposal and veterinary fees that are applicable.

SECTION VI. That Chapter 210, Section 210.055(D), be amended such that it is removed in its entirety and replaced with the following language:

Section 210.055 Disorderly Conduct Prohibited

D. *Violation.* Any person who violates the terms of this Section and either enters a plea of guilty or is found guilty of a violation of this Section shall, upon conviction, be fined not less than ten dollars ($10.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or be imprisoned in the County Jail for up to ninety (90) days or by both fine and imprisonment.

SECTION VII. That Chapter 210, Section 210.125(D), be amended such that it is removed in its entirety and replaced with the following language:

Section 210.125 Possessing, Receiving or Controlling Stolen Property

D. Penalties For Violations. **Every person who is convicted of a violation of this Section shall be punished by imprisonment for not less than thirty (30) days nor more than ninety (90) days or by a fine not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or by both such fine and imprisonment.**

SECTION VIII. That Chapter 210, Section 210.150(E), be amended such that it is removed in its entirety and replaced with the following language:

Section 210.150 Lease or Rental Property – Taking and Failing to Return within Agreed Time

E. ***Penalty.*** **Any person who violates this Section, shall upon a plea of guilty or a finding of guilt, be punished by a fine of not more two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or by imprisonment not to exceed ninety (90) days, or by both fine and imprisonment.**

SECTION IX. That Chapter 210, Section 210.325(B), be amended such that it is removed in its entirety and replaced with the following language:

Section 210.325 Use of Certain Communication Devices in Vehicles Prohibited

B. ***Violation.*** **Any person who violates the terms of this Section and either enters a plea of guilty or is found guilty of a violation of this Section shall, upon conviction, be fined not less than ten dollars ($10.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or be imprisoned in the County Jail for up to ninety (90) days or by both fine and imprisonment.**

SECTION X. That Chapter 210, Section 210.326(G), be amended such that it is removed in its entirety and replaced with the following language:

Section 210.326 False Declarations

G. Any person who is convicted of a violation of this Section or enters a plea of guilty to a violation of this Section shall be fined not more two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or imprisoned for not more than ninety (90) days or by both fine and imprisonment.

SECTION XI. That Chapter 210, Section 210.327(D) be amended such that it is removed in its entirety and replaced with the following language:

Section 210.327 False Reports

D. Any person who is convicted of a violation of this Section or enters a plea of guilty to a violation of this Section shall be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or imprisoned for not more than ninety (90) days or by both fine and imprisonment.

SECTION XII. That Chapter 210, Section 210.328(E) be amended such that it is removed in its entirety and replaced with the following language:

Section 210.328 False Affidavits

E. Any person who is found guilty of a violation of this Section or enters a plea of guilty to a violation of this Section shall be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or imprisoned in the County Jail for not exceeding ninety (90) days or by both fine and imprisonment.

SECTION XIII. That Chapter 210, Section 210.329(D) be amended such that it is removed in its entirety and replaced with the following language:

Section 210.329 False Information

D. Any person who is convicted of a violation of this Section or enters a plea of guilty to a violation of this Section shall be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or imprisoned for not more than ninety (90) days or by both fine and imprisonment.

SECTION XIV. That Chapter 210, Section 210.385(D) be amended such that it is removed in its entirety and replaced with the following language:

Section 210.385 Truancy – Responsibility of a Parent or Guardian

D. Any person convicted of a violation of this Section shall be fined not less than fifty dollars ($50.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or imprisoned not more than five (5) days in jail or by both fine and jail. Each day that any violation hereunder continues shall constitute a separate offense, subject to the penalty provided in this Section.

SECTION XV. That Chapter 210, Section 210.410(B) be amended such that it is removed in its entirety and replaced with the following language:

Section 210.410 Unlawful Use of Drug Paraphernalia

B. *Violation.* Any person who violates the terms of this Section and either enters a plea of guilty or is found guilty of a violation of this Section shall, upon conviction, be fined not less than ten dollars ($10.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or be imprisoned in the County Jail for up to ninety (90) days or by both fine and imprisonment.

SECTION XVI. That Chapter 215, Section 215.130(H) be amended such that it is removed in its entirety and replaced with the following language:

Section 215.130 Hauling of Earth, Rock and Similar Materials – Permits Required, When.

H. *Penalty Provision.* Any person who either enters a plea of guilty or is found guilty by a court of competent jurisdiction shall be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; or imprisoned in the County Jail for up to ninety (90) days or both fine and imprisonment.

SECTION XVII. That Chapter 220, Section 220.090 be amended such that it is removed in its entirety and replaced with the following language:

Section 220.090 Violation and Penalty

Any person violating any of the provisions of this Chapter, or any lawful rules or regulations promulgated pursuant thereto, upon conviction, shall be punished by a fine of not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XVIII. That Chapter 265, Section 265.060(A) be amended such that it is removed in its entirety and replaced with the following language:

Section 265.060 Enforcement

A. Any person convicted in Municipal Court of a violation of this Chapter shall be punished by a fine of not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XIV. That Chapter 270, Section 270.160 be amended such that it is removed in its entirety and replaced with the following language:

Section 270.160 Penalties

Any permittee who violates any permit condition or who violates any other provision of this Chapter may be assessed a penalty and/or have his permit revoked and future permits refused. Such penalty shall not exceed than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; and/or thirty (30) days' imprisonment for each violation. Each blast may be deemed a separate violation for purposes of penalty assessments. In determining the amount of the penalty, consideration shall be given to the permittee's history of previous violations, the seriousness of the violation, including any irreparable harm to the environment or property damage, and any hazard to the health or safety of the public.

SECTION XX. That Chapter 340, Section 340.190(B) be amended such that it is removed in its entirety and replaced with the following language:

Section 340.190 Hardship Driving Privileges.

B. Any person who violates this Section shall, upon a plea of guilty or finding of guilty of competent jurisdiction, be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred

fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XXI. That Chapter 340, Section 340.215(B) be amended such that it is removed in its entirety and replaced with the following language:

Section 340.215 Hand and Mechanical Signals

B. ***Violation.*** **Any person who either enters a plea of guilty or is convicted of a violation of this Section, shall, upon conviction, be fined not less than ten dollars ($10.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.**

SECTION XXII. That Chapter 340, Section 340.220 (C) be amended such that it is removed in its entirety and replaced with the following language:

Section 340.220 School Bus – Passing Regulations

C. Any person who violates the terms of this Section shall upon a plea of guilty or a finding of guilty be fined not less than fifty dollars ($50.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XXIII. That Chapter 350, Section 350.070(A), Subsection 6 be amended such that it is removed in its entirety and replaced with the following language:

Section 350.070 Parking Trailers, Campers, Motor Homes and Trucks

A.(6) Any person who violates the terms of this Section shall, upon conviction, be fined not less than twenty-five dollars ($25.00) and no more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XXIV. That Chapter 380, Section 380.010(C) be amended such that it is removed in its entirety and replaced with the following language:

Section 380.010 License Plates

C. Any person who violates this Section shall, upon a plea of guilty or finding of guilty in a court of competent jurisdiction, be fined not more than **two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.**

SECTION XXV. That Chapter 380, Section 380.040(B) be amended such that it is removed in its entirety and replaced with the following language:

Section 380.040 Transfer of Plates

B. Any person who violates this Section shall, upon a plea of guilty or finding of guilty in a court of competent jurisdiction, be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XXVI. That the Traffic Code, Schedule I: Speed Limits, Table I-A Speed Limits penalty provision be amended such that it is removed in its entirety and replaced with the following language:

Traffic Code, Schedule I: Speed Limits, Table I-A Speed Limits
***Penalty.* A person who violates the terms of this Schedule shall, upon conviction, be fined not less than ten dollars ($10.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.**

SECTION XXVII. That Chapter 400, Section 400.2320(C) be amended such that it is removed in its entirety and replaced with the following language:

Section 400.2320 Violations, Penalties

C. The owner or general agent of a building or premises where a violation of any provision of this code has been committed or shall exist or the lessee or tenant of an entire building or entire premises where such violation has been committed or shall exist or the owner, general agent, lessee or tenant of any part of the building or premises in which such violation has been committed or shall exist or the general agent, architect, builder, contractor or any other person who commits, takes part or assists in any such violation or who maintains any building or premises in which any such violation shall exist shall be guilty of a misdemeanor punishable by a fine of not less than ten dollars ($10.00) and not more than one hundred dollars ($100.00) for each and every day that such violation

continues, but if the offense be willful, on conviction thereof, the punishment shall be a fine of not less than one hundred dollars ($100.00) or more than two hundred dollars ($200) for each and every day that such violation shall continue.

SECTION XXVIII. That Chapter 410, Section 410.240 be amended such that it is removed in its entirety and replaced with the following language:

Section 410.240 Penalties for Violations

Violation of the provisions of this Chapter or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this Chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; and shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Peculiar, or other appropriate authority, from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION XXIX. That Chapter 415, Section 415.230 be amended such that it is removed in its entirety and replaced with the following language:

Section 415.230 Violations and Penalties

Any person, firm or corporation who fails to comply with or violates any of these regulations shall be guilty of a misdemeanor and upon conviction thereof shall be fined not less than fifty dollars ($50.00) and not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XXX. That Chapter 420, Section 420.190(A) be amended such that it is removed in its entirety and replaced with the following language:

Section 420.190 Criminal Prosecution

A. Any person that has violated or continues to violate this Chapter shall be liable to criminal prosecution to the fullest extent of the law and shall be subject to a penalty of no more than two hundred dollars ($200) per violation per day for the first violation and/or imprisonment for a period of time not to exceed ninety

(90) days per violation per day. Any person found guilty of a subsequent violation shall be fined per violation per day no more than two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period.

SECTION XXXI. That Chapter 430.150 be amended such that it is removed in its entirety and replaced with the following language:

Section 430.150 Use of Unapproved Plat in Sale of Land – Penalty – Vacation or Injunction of Transfer

No owner, or agent of the owner, of any land located within the platting jurisdiction of the City of Peculiar, knowingly or with intent to defraud, may transfer, sell, agree to sell, or negotiate to sell that land by reference to or by other use of a plat of any purported subdivision of the land before the plat has been approved by the Board of Aldermen or Planning Commission and recorded in the office of the Cass County Recorder. Any person violating the provisions of this Section shall forfeit and pay to the City of Peculiar a penalty not to exceed two hundred dollars ($200) for each lot transferred or sold or agreed or negotiated to be sold; and the description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from this penalty. The City of Peculiar may enjoin or vacate the transfer or sale or agreement by legal action, and may recover the penalty in such action.

SECTION XXXII. That Chapter 500, Section 500.0070, Subsections A, and B be amended such that it is removed in its entirety and replaced with the following language:

Section 500.0070 Penalties

A. ***General Penalty.*** **Conviction of any violation of this Chapter shall be punished by a fine of not more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period; by imprisonment of not more than ninety (90) days, or by both such fine and imprisonment.**

B. ***Penalties For Offenses Against The Code Enforcement System.***

1. Person convicted of violating any of the following provisions of this Chapter shall be punished as set forth in Subsection of this Section:

a. Violating an order to stop work issued pursuant to Section 500.0040(G).

b. Making any connection after a disconnection pursuant to Section 500.0050.

c. Failure to obtain a permit, or working without a permit, when required by this Chapter in addition to the fees of the Comprehensive Fee Schedule in Section 500.100.

d. Failure to obtain an inspection when required by this Chapter.

e. Failure to obtain a certificate of occupancy when required by this Chapter in addition to penalties in Section 500.0085(G).

f. Failure to comply with all responsibilities of a licensed contractor, as set forth in Chapter 605.

g. Failure to comply with all responsibilities of a holder of a certificate of qualification, as set forth in Chapter 605.

h. Providing false information to the Building Official when submitting an application for an occupational license, certificate of qualification, or permit.

i. Permitting occupancy of any structure for which a temporary certificate of occupancy has been issued and such temporary certificate of occupancy has expired in addition to penalties in Section 500.0085(G).

2. Conviction(s) within the prior three (3) years shall be subject to an occupational license suspension or revocation as prescribed in Chapter 605 of the City Code.

SECTION XXXIII. That Chapter 500, Section 500.0085, Subsections G be amended such that it is removed in its entirety and replaced with the following language:

Section 500.0085 Certificate of Occupancy

G. ***Penalties.***

1. No building or owner shall allow any person or persons to occupy any newly constructed, remodeled dwelling or building prior to final inspection (certificate of occupancy) by the Building Official or authorized agent in the Building Department, which inspection shall be requested at least twenty-four (24) hours prior to time of final inspection. Any violation of this Subsection shall incur a fine of one thousand dollars two hundred dollars ($200) against the offending party's next permit to build.

2. Should the same builder or owner be found guilty a second time of the offense described above within a 12-month period, a fine of two hundred and seventy five dollars ($275) against the offending party may be assessed to the builder's or owner's next permit to build.

3. Should the same builder or owner be found guilty a third time of the offense described above within a 12-month period, a fine of three hundred and fifty dollars ($350) against the offending party may be assessed to the builder's or owner's next permit to build. Additionally, said builder or owner may be prohibited from obtaining a building permit within the City of Peculiar for a period of one (1) year from the date of the third violation at the discretion of the Building Official. Said builder or owner may appeal the Building Official's decision to Board of Adjustment.

4. No further building permit(s) shall be issued in Peculiar to a builder or owner who violates this Section of City Code by not obtaining the required certificate of occupancy. When said structure(s) which is/are in violation is issued a certificate of occupancy, then said builder or owner is again eligible for further building permits. A re-inspection fee shall be charged, minimum two (2) hour fee, to the builder or owner of a structure which violates this Section of code and desires an inspection after said structure is inhabited.

5. In addition to the fines imposed by the City as outlined above, any person violating any provision of this Section shall be subject to the penalties of Section 500.0070.

SECTION XXXIV. That Chapter 500, Section 500.060, Subsections B be amended such that it is removed in its entirety and replaced with the following language:

Section 500.060 **Uniform Sign Code.**

B. Any person who is convicted of a violation of any provisions of this Code or fails to comply with the provisions of this Code or with an order of the appropriate City Officials issued pursuant thereto and from which no appeal has been taken shall be fined not less than ten dollars ($10.00) nor more than **two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period** ; and in any case shall include court costs. The imposition of one (1) penalty for a violation shall not excuse the violation nor permit it continue.

SECTION XXXV. That Chapter 500, Section 500.065, Subsections D be amended such that it is removed in its entirety and replaced with the following language:

Section 500.065 Adoption of Standard Specifications and Design Criteria

D. Any person who is convicted of a violation of any provision of these standards or fails to comply with the provisions of these standards or with an order of an appropriate City Official issued pursuant thereto and from which no appeal has been taken shall be fined not less than five dollars ($5.00) nor more than two hundred dollars ($200) for the first violation, two hundred seventy-five dollars ($275) for the second violation, three hundred fifty dollars ($350) for the third violation, and four hundred fifty dollars ($450) for the fourth and any subsequent violations, for offenses committed within a twelve (12) month period. The imposition of one (1) penalty for a violation shall not excuse the violation nor permit it to continue.

SECTION XXXVI: This ordinance shall be effectively immediately upon passage and approval.

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

Alderman Hammack	_____	Alderman Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	Alderman Harlan	_____

APPROVED:

_____

Holly Stark, Mayor

ATTEST:

_____

Janet Burlingame, City Clerk

2015-2016 FY
State of the City Report

Presented by:
City Administrator, Brad Ratliff
at the November 21, 2016 Meeting

Report will be inserted when it becomes available.

City of Peculiar
Legislative Policy, 2017

Presented by:
City Administrator, Brad Ratliff
at the November 21, 2016 Meeting

Changes to the 2016-2017 MML Policy Book

Verbiage Changes to 2016-2017 MML Policies

Original Verbiage:

1. **MARKETING EFFORTS (Page 12 of the Peculiar Legislative Policy Book)**

MML Policy
The MML supports increased emphasis should be placed on marketing the state of Missouri as a location for business expansions. Marketing efforts should be expanded to include additional emphasis on high tech companies, manufacturing, and agriculture and service operations. A coordinated effort between all appropriate state agencies and between state and municipal groups promoting business, industry, agriculture, animal science and tourism should be fostered in promoting the resources already available in Missouri. The State of Missouri must continue to assist businesses in reaching new markets for their products and services, including an increased awareness of international opportunities and new technologies.

New Verbiage:

MARKETING EFFORTS
The MML supports an increased emphasis on marketing the state of Missouri as a location for business expansions. Marketing efforts should be expanded to include additional emphasis on high tech companies, manufacturing, agriculture and service operations. A coordinated effort between The Missouri Partnership, all appropriate state agencies and between state and municipal groups promoting business; industry*; Science, Technology, Engineering, and Math (STEM); the arts;* agriculture; animal science; and tourism should be fostered in promoting the resources already available in Missouri. The state of Missouri must continue to assist businesses in reaching new markets for their products and services, including an increased awareness of international opportunities and new technologies. (Verbiage in red has been added)

2. **AFFORDABLE HOUSING AND HOMELESSNESS (Page 16 of the Peculiar Legislative Policy Book)**

Original Verbiage:

AFFORDABLE HOUSING AND HOMELESSNESS
MML Policy
The MML urges state agencies to work in conjunction with Missouri municipalities as well as private and not-for-profit organizations to address the areas: of homelessness; affordable housing; supported living services for seniors and the disabled***;*** and rehabilitation of existing housing. Legislative oversight committees should be established to give these issues the attention they deserve. (Blue verbiage has been omitted from 2017 version)

City of Peculiar Policy
The City of Peculiar does not concur with MML.

New Verbiage:

AFFORDABLE HOUSING AND HOMELESSNESS
The MML urges state agencies to work in conjunction with Missouri municipalities as well as private and not-for-profit organizations to address the areas of: homelessness; affordable housing; supported living services for seniors and the disabled; and rehabilitation of existing housing.

3. Community Education (page 17 of the Peculiar Legislative Policy Book)

Original Verbiage:

COMMUNITY EDUCATION
The MML supports the use of state funds for community education programs that are proactive and/or rehabilitative. Examples of these include, but are not limited to programs that prevent or address issues such as:
☐ substance abuse;
☐ gambling addiction;
☐ juvenile delinquency;
☐ gang activity;
☐ child abuse;
☐ teenage pregnancy and the education of teenage parents (including prenatal and postnatal care);
☐ parenting skills;
☐ drop-out prevention programs;
☐ reduction of unemployment/underemployment;
☐ development of adequate and available recreation facilities and programs

City of Peculiar Policy
The elected officials of the City of Peculiar are split on this issue.

New Verbiage:

COMMUNITY EDUCATION
The MML supports the use of state funds for community education programs that are proactive and/or rehabilitative. Examples of these include, but are not limited to programs that prevent or address issues such as:
☐ substance abuse;
☐ gambling addiction;
☐ juvenile delinquency;
☐ gang activity;

☐ child abuse;
☐ teenage pregnancy and the education of teenage parents (including prenatal and postnatal care);
☐ parenting skills;
☐ drop-out prevention programs;
☐ reduction of unemployment/underemployment;
☐ development of adequate and available recreation facilities and programs
☐ and life skills, education and training. (Verbiage in blue added)

4. POSTING OF LEGAL NOTICES IN NEWSLETTERS OR ON WEB SITES. (Page 25 of the Peculiar Legislative Policy Book)

Original Verbiage:

POSTING OF LEGAL NOTICES IN NEWSLETTERS OR ON WEB SITES

MML Policy
The MML supports legislation to allow for publication of legal notices such as financial statements and elections notices in municipal newsletters and on Web sites to help keep the public apprised of local affairs in a much more cost effective method.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Verbiage:
POSTING OF LEGAL NOTICES IN NEWSLETTERS OR ON WEBSITES
The MML strongly supports legislation to allow for publication of legal notices including but not limited to financial statements, land use and election notices in municipal newsletters and on websites in lieu of the unfunded mandate for newspaper publication to help keep the public apprised of local affairs in a much more cost effective method. (Verbiage in blue added)

5. MUNICIPAL PERSONNEL POLICIES (Page 27 of Peculiar Legislative Policy Book)

Original Verbiage:

MUNICIPAL PERSONNEL POLICIES
MML Policy
The MML strongly opposes legislation that would interfere with municipal authority to determine personnel or merit system rules and regulations.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Verbiage:

MUNICIPAL PERSONNEL POLICIES

In the interest of public health and safety, the MML opposes legislation that would interfere with municipal authority to determine personnel policies or merit system rules and regulations. (Verbiage in blue added)

6. STATE MANDATES (Page 27 of the Peculiar Legislative Policy Book)

Original Verbiage:

STATE MANDATES

MML Policy

The MML urges the Governor and General Assembly to provide for the reimbursement to cities for direct costs of compliance with state laws, policies, regulations and standards that impose additional costs and responsibilities on local governments, pursuant to the Missouri Constitution. (Article X, Section 21) commonly referred to as the "Hancock Amendment."

City of Peculiar Policy

The City of Peculiar concurs with MML.

New Verbiage:

STATE MANDATES

The MML urges the Governor, the General Assembly and state agencies to oppose unfunded mandates and provide for reimbursement to cities for direct costs of compliance with state laws, policies, regulations and standards that impose additional costs and responsibilities on local governments, pursuant to the Missouri Constitution (Article X, Section 21) commonly referred to as the "Hancock Amendment.". (Verbiage in blue added)

7. FINES IN MUNICIPAL COURT (Page 27 of the Peculiar Legislative Policy Book)

Original Verbiage:

FINES IN MUNICIPAL COURT

The MML supports legislation to standardize the maximum fine for violation of city ordinances at $1,000 for statutory municipalities.

The City of Peculiar concurs with MML policy. We have great concerns in our community in dealing appropriately with habitual violators with the rise in population. The $500.00 limit is inadequate for today's conditions.

MML Policy

The Missouri Municipal League supports the City of Peculiar's position. (Current MML Policy)

City of Peculiar Policy

The City of Peculiar urges our State Delegation to support legislation to set the maximum fine for violation of city ordinances at $1,000 for statutory municipalities.

New Verbiage:

FINES IN MUNICIPAL COURT

The MML supports legislation to standardize the maximum fine for violation of city ordinances at $1,000 for statutory municipalities. The League opposes any further restrictions that limit fines as a proportion of general revenue. Further the League seeks a restoration of local control of fines for traffic and nuisance violations. (Verbiage in blue added)

8. OUTDOOR AIR QUALITY (Page 30 of the Peculiar Legislative Policy Book)

Original Verbiage:

OUTDOOR AIR QUALITY

MML Policy

The Missouri Municipal League (MML) encourages all governmental jurisdictions in Missouri to initiate and support programs designed to increase public awareness and education about the air pollution issue and how pollution can be abated. The MML supports continued federal funding for those municipalities that have entered into a contract with the Missouri Air Conservation Commission to monitor air polluters within their jurisdictions, including point and area sources. The MML encourages all governmental jurisdictions to help foster a public clean air concern by leading by example to demonstrate energy efficiency, the benefits of native landscaping, use of quality transportation planning and user of low-emission and low-fuel consumption vehicles in conducting their governmental activities. The MML requests that the state of Missouri provide adequate financial assistance to municipalities in conforming to the state standards for clean air.

The state should continue to involve local officials in the implementation of any air pollution plan or policy that may be imposed to conform to EPA pollution standards.

City of Peculiar Policy

The City of Peculiar concurs with MML.

New Verbiage:

OUTDOOR AIR QUALITY

The MML encourages all governmental jurisdictions in Missouri to initiate and support programs designed to increase public awareness and education about the air pollution issue and how pollution can be abated. The MML supports continued federal funding for those municipalities that have entered into a contract with the Missouri Air Conservation Commission to monitor air pollution sources within their jurisdictions, including point and area sources.

The MML encourages all governmental juris-dictions to help foster a public concern for clean air by leading by example to demonstrate energy efficiency, the benefits of native landscaping, use of quality multi-modal transportation planning and use of low-emission and low-fuel consumption vehicles in their governmental activities. The MML requests that the state of Missouri provide adequate financial assistance to municipalities in conforming to the state standards for clean air.

The state should continue to involve local officials in the implementation of any air pollution plan or policy that may be imposed to conform to EPA pollution standards. Municipalities should support improving air quality through local policies.
The MML encourages the state of Missouri to remain diligent and spend the time needed to develop a state implementation clean power plan. (Verbiage in blue added)

9. INDOOR AIR QUALITY (Page 30 of the Peculiar Legislative Policy Book)

Original Verbiage:
INDOOR AIR QUALITY
MML Policy

The MML supports all municipal efforts to improve indoor air quality and the air quality surrounding governmental and commercial buildings located within it boundaries, including the adoption of smoking restrictions. The MML opposes the adoption of any state law which preempts a municipality from adopting local smoking restrictions or any ordinances that are designed to improve indoor air quality. The MML supports an election on uniform statewide smoking restrictions.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Verbiage:
INDOOR AIR QUALITY
The MML encourages municipal efforts to improve indoor air quality and the air quality surrounding governmental and commercial buildings located within their boundaries, including the adoption of smoking restrictions. The MML opposes the adoption of any state law which preempts a municipality from adopting local smoking restrictions or any ordinances that are designed to improve indoor air quality. (Verbiage in blue added)

10. REGIONALISM (Page 34 of the Peculiar Legislative Policy Book)

Original Verbiage:
REGIONALISM
MML Policy
The MML continues to support regional councils and opposes efforts to repeal or weaken the enabling legislation governing regional councils and their activities. The MML further supports state funding of regional council activities.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Verbiage

The MML continues to support regional councils and opposes efforts to repeal or weaken the enabling legislation governing regional councils and their activities. The MML further supports state funding of regional council activities. The MML encourages municipalities and regulatory agencies to participate in meaningful discussions with each other, along with other stakeholders, when considering regionalization as a potential solution. . (Verbiage in blue added)

Policy Changes to 2016-2017 MML Policy Book

1. LOCAL EARNINGS/INCOME TAXES (Page 20 In Peculiar Legislative Policy Book)

Original Policy:

LOCAL EARNINGS/INCOME TAXES

MML Policy

The MML favors local control of decisions regarding levels and types of municipal taxation and believes it sets a bad precedent to allow voters throughout the state to overrule local voters' decisions to approve rates and methods of taxation to support essential local services such as police and fire protection

City of Peculiar Policy

The City of Peculiar concurs with MML.

New Policy:

LOCAL EARNINGS/INCOME TAXES

The MML opposes legislation repealing the local earnings tax and favor decisions regarding municipal taxation remaining at the local level

2. FINES IN MUNICIPAL COURT

Original Policy:

FINES IN MUNICIPAL COURT

The MML supports legislation to standardize the maximum fine for violation of city ordinances at $1,000 for statutory municipalities.

The City of Peculiar concurs with MML policy. We have great concerns in our community in dealing appropriately with habitual violators with the rise in population. The $500.00 limit is inadequate for today's conditions.

MML Policy
The Missouri Municipal League supports the City of Peculiar's position. (Current MML Policy)
City of Peculiar Policy
The City of Peculiar urges our State Delegation to support legislation to set the maximum fine for violation of city ordinances at $1,000 for statutory municipalities.

New Policy:
FINES IN MUNICIPAL COURT
The MML supports legislation to standardize the maximum fine for violation of city ordinances at $1,000 for statutory municipalities. The League opposes any further restrictions that limit fines as a proportion of general revenue. Further the League seeks a restoration of local control of fines for traffic and nuisance violations.

3. REGULATION OF MUNICIPAL RIGHTS-OF-WAY

Original Policy:

REGULATION OF MUNICIPAL RIGHTS-OF-WAY
MML Policy
The MML supports the authorization of local governments to impose reasonable nondiscriminatory fees for the use of the public rights-of-way.

City of Peculiar Policy
The City of Peculiar concurs with MML

New Policy:

REGULATION OF MUNICIPAL RIGHTS-OF-WAY
The MML supports the authorization of local governments to impose reasonable nondiscriminatory fees for the use of the public rights-of-way and opposes any legislation that limits municipalities' authorities to manage rights-of-way for the public interest and/or transfer the cost of relocation of utilities from private industry to public entities.

4. WATER QUALITY

Original Policy:

Water Quality
MML Policy
The MML encourages Missouri municipalities to attempt to meet and/or exceed their water permit requirements using watershed-based best management practices, including a strong emphasis on green infrastructure strategies, to mitigate pollutants and storm water runoff. Given the enormous costs of constructing wastewater treatment and collection facilities, MML recommends that the General Assembly appropriate sufficient funds to provide adequate technical assistance through the Department of Natural Resources (DNR) to determine the most cost effective means of meeting state and federal standards. Further, MML urges the Clean Water Commission and the EPA to develop realistic standards based

on 1) documented studies that verify potential health risks and 2) site-specific pollution impacts.
The MML strongly urges DNR to implement the storm water discharge permit program in a manner that will 24 not impose delays on municipal and private projects. MML opposes any state storm water discharge permit regulation that exceeds the scope of the National Pollutant Discharge Elimination System (NPDES) permit application regulations for storm water discharge. MML strongly urges the EPA and DNR to develop a more simplified and flexible approach to management of municipal storm water runoff than has been imposed on the state's larger municipalities. MML opposes any "end-of-pipe" testing requirement in storm water permits. Storm water regulations should be applied equally to all jurisdictions. MML strongly encourages the DNR to allow those municipalities with the appropriate administrative capacity to issue land disturbance storm water discharge permits within their jurisdictions.
MML supports additional state funding for comprehensive planning and management at the community and state level for flood control projects.
MML urges DNR and EPA to develop flexible standards for the treatment of combined sewer overflows that will allow all municipalities to implement solutions that will meet their geographic environmental situation and recognizes financial limitations based on the point of diminishing returns. The MML opposes any state regulations that exceed the scope of the National Pollutant Discharge Elimination System (NPDES) permit program regulations.
The MML supports an increase of the NPDES fee of no more than the consumer price index, provided that DNR be prohibited from collecting fees from permit holders until permits have been brought up-to-date by DNR. The MML urges DNR and EPA to base affordability evaluations upon households at or below a community's household median income.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Policy:

Water Quality
The MML encourages Missouri municipalities to attempt to meet and/or exceed their water permit requirements using watershed-based best management practices, including a strong emphasis on green infrastructure strategies, to mitigate pollutants and storm water runoff. Given the enormous costs of constructing wastewater treatment and collection facilities, MML recommends that the General Assembly appropriate sufficient funds to provide adequate technical assistance through the Department of Natural Resources (DNR) to determine the most cost effective means of meeting state and federal standards. Further, MML urges the Clean Water Commission and the EPA to develop realistic standards based on 1) documented studies that verify potential health risks and 2) site-specific pollution impacts.
The MML strongly urges DNR to implement the storm water discharge permit program in a manner that will not impose delays on municipal and private projects. MML strongly urges the EPA and DNR to develop a more simplified and flexible approach to management of municipal storm water runoff than has been imposed on the state's larger municipalities. MML opposes any point source testing requirement in storm water permits.
The MML supports all levels of government, with substantial state and federal help, collaborating as equals to insure that high levels of harmful pollutants are within reasonable limits, based on cost-benefit analysis, accurate testing, and other factors under scrutiny in the latest DNR reports. The likely use of the creek or waterway for recreation should also be a factor. Certainly, sewage from faulty infrastructure should be addressed if harmful bacteria

result for any reasonable period of time. However, animal waste, certain unavoidable runoff such as that caused by treating streets for ice and snow, and similar pollutants found at relatively low levels in streams unlikely to be used for recreation should be addressed with state and/or federal funds if they require remediation.

MML urges DNR and EPA to develop flexible standards for the treatment of combined sewer overflows that will allow all municipalities to implement solutions that will meet their geographic environmental situation and recognizes financial limitations based on the point of diminishing returns. The MML opposes any state regulations that exceed the scope of the National Pollutant Discharge Elimination System (NPDES) permit program regulations.

The MML supports an increase of the NPDES fee of no more than the consumer price index, provided that DNR be prohibited from collecting fees from permit holders until permits have been brought up-to-date by DNR. The MML urges DNR and EPA to base affordability evaluations upon households at or below a community's household median income.

The MML supports the concept of a voluntary Missouri water quality trading program that provides municipalities with cost saving mechanisms to meet their water quality requirements. Through the use of sound science, the MML agrees with the establishment of voluntary programs that are effective, efficient, and equitable for those municipalities who want to form a program or buy or sell credits within a program.

5. Solid Waste Management (Page 32 of Peculiar Legislative Policy Book)

Original Policy:

Solid Waste Management
MML Policy
The MML encourages municipalities to participate in a regional approach when addressing solid waste issues and urges municipalities to take an active role in the operation of solid waste management districts. Further, the MML encourages municipalities to promote efforts to reduce land-filled waste; to address management of recoverable materials; to ensure access to core residential services and household hazardous waste collection in an effort to minimize illegal dumping and littering and encourage waste diversion from landfills; to establish public education on waste reduction and solid waste management for residents and businesses; and to support the implementation of programs to reduce, eliminate or divert other household and business waste from landfills.
The MML urges the state agencies and departments involved with implementation of the state's solid waste management law to coordinate their efforts with municipal solid waste activities and initiatives. The MML encourages state leadership on policies and issues of the statewide significance, including public education, product stewardship, sustainable funding, incentives for diversion goals, and research on technologies and trends.
The MML specifically encourages the state to aggressively deal with the stimulation of the demand and markets for recycled materials. The MML strongly encourages the federal and state government to take an active role in developing uses for recyclable materials and the marketing of the products developed from recyclable materials.
The MML urges Congress to eliminate the Commerce Clause barrier by authorizing states and local governments to require municipal solid waste (but not separated recyclables) be transported to municipal solid waste management facilities. The MML urges the General Assembly to enact legislation giving municipalities' greater flexibility in meeting the post closure responsibilities for municipally owned landfills.

The League strongly urges the General Assembly to protect the yard waste ban, the statewide tonnage fee and the rights of local governments to develop and implement solid waste management strategies, facilities and services. In particular, MML urges the General Assembly to remove and prevent barriers for responsible and sustainable waste management best practices, including the elimination of the two-year notice requirement for local governments seeking to contract for solid waste services.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Policy:
Solid Waste Management
MML expects the DNR and EPA to be involved in the monitoring of landfills, whether closed or active, abandoned or monitored by a responsible party; and other solid waste issues. The MML encourages municipalities to participate in a regional approach when addressing solid waste issues and urges municipalities to take an active role in the operation of solid waste management districts. Further, the MML encourages municipalities to promote efforts to reduce landfill waste; to address management of recoverable materials; to ensure access to core residential services and household hazardous waste collection in an effort to minimize illegal dumping and littering and encourage waste diversion from landfills; to establish public education on waste reduction and solid waste management for residents and businesses; and to support the implementation of programs to reduce, eliminate or divert other household and business waste from landfills.
The MML urges the state agencies and departments involved with implementation of the state's solid waste management law to coordinate their efforts with municipal solid waste activities and initiatives. The MML encourages state leadership on policies and issues of statewide significance, including public education, product stewardship, sustainable funding, incentives for diversion goals, and research on technologies and trends.
The MML specifically encourages the state to aggressively deal with stimulation of the demand and markets for recycled materials. The MML strongly encourages the federal and state government to take an active role in developing uses for recyclable materials as well as the marketing of the products developed from recyclable materials.
The MML urges Congress to enact legislation preserving the 2007 US Supreme Court finding that allowed states and local governments to require that municipal solid waste (but not separated recyclables) be transported to municipal solid waste management facilities.
The MML urges the General Assembly to enact legislation giving municipalities' greater flexibility in meeting the post-closure responsibilities for municipally owned landfills.
The MML strongly urges the General Assembly to protect the yard waste ban and any exceptions written into it, the statewide tonnage fee and the rights of local governments to develop and implement solid waste management strategies, facilities and services. In particular, MML urges the General Assembly to remove and prevent barriers for responsible and sustainable waste management best practices, including the elimination of the two-year notice requirement for local governments seeking to contract for solid waste services.

6. Energy (Page 37 of Peculiar Legislative Policy Book)

Original Policy
MML Policy

The MML endorses incentives that foster transition to alternative and renewable clean energy sources, produced and delivered in the state, including, but not limited to, solar energy, wind power, geothermal, nuclear energy, synthetic fuels, biomass, methane gas and the continued examination of improvement in the conservation of energy. In order to prolong the supply of our natural resources, the MML endorses the policy of energy efficiency in order to ensure conservation as the most effective means of dealing with the energy situation, such as the weatherization of existing buildings.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Policy:
The MML endorses reasonable incentives that foster cost effective transition to alternative and renewable clean energy sources produced and delivered in the state, including but not limited to solar energy, wind power, geothermal, nuclear energy, synthetic fuels, biomass, methane gas, and the continued examination of improvement in the conservation of energy. The MML endorses policies that promote energy efficiency.
A statewide standard should not supersede local ordinances because communities differ too much in density, architectural features, history, and other neighborhood factors for one standard to address every variable in every community. The MML discourages prohibitions on renewable energy facilities that might include solar panels, wind turbines, windmills, water structures, underground heating and cooling fields and facilities yet to be defined. The MML encourages each locality to consider appropriate policies to encourage reasonable uses. MML also encourages sustainability measures including reviewing building codes, green infrastructure, and land use. The MML supports the efforts of the Missouri Joint Municipal Electric Utility Commission to purchase long-term transmission service on the Grain Belt Express and encourages the Missouri Public Service Commission (PSC) to approve the project. MML supports this project before the PSC.

7. MOVING UTILITIES IN PUBLIC RIGHTS-OF-WAYS (Page 38 of the Peculiar Legislative Policy Book)

Original Policy:
MML Policy
The MML strongly opposes any legislation that would prohibit or restrict a municipality's authority to require a utility company to pay the cost of relocating their facilities located in the public rights-of-way when the request is for a public purpose.

City of Peculiar Policy
The City of Peculiar concurs with MML.

New Policy:
MANAGEMENT OF PUBLIC RIGHTS-OF-WAY (Title change)
The MML strongly opposes any legislation that would prohibit or restrict a municipality's authority to require a utility company to pay the cost of relocating its facilities located in the public rights-of-way when the request is for a public purpose.
MML strongly opposes any legislation that would allow for the installation of equipment, hardware, or other infrastructure in municipally-operated rights-of-way or on municipally-owned facilities that prohibits oversight by the municipality.

Policies Removed From 2016-2017 MML Policy Book

1. RURAL ECONOMIC DEVELOPMENT TRAINING (Page 13 of the Peculiar Legislative Policy Book)

MML Policy
The MML supports the Missouri Department of Economic Development in the creation of a program to provide rural officials and practitioners with development of skill sets that would enable them to better work with businesses to retain and expand employment.

City of Peculiar Policy
The City of Peculiar concurs with MML.

2. TAX INCREMENT FINANCING (TIF) AND TRANSPORTATION DEVELOPMENT DISTRICT (TDD) REPORT FILING PENALTY (page 14 of the Peculiar Legislative Policy Book)

MML Policy
The League supports a revision to the Tax Increment Financing (TIF) report filing law that prohibits cities from initiating a new TIF project until the annual report is filed. The MML also supports legislation to cap the penalties for late filing of Transportation Development Districts (TDD). Annual reports to $10 per day with the fine not commencing until 14 days after notice by the State Auditor of the late filing.

City of Peculiar Policy
The City of Peculiar concurs with MML.

3. FEE COLLECTIONS ON ANNUAL PROPERTY TAX BILLS (page 20 of Peculiar Legislative Policy)

MML Policy
Any entity that collects the property tax for itself or for other taxing jurisdictions may also collect any other tax or fee that is authorizes or is authorized by another taxing jurisdiction.

City of Peculiar Policy
The City of Peculiar concurs with MML.

4. RESPONSIBILITY FOR INCREASING WATER QUALITY IN CREEKS (Page 32 of the Peculiar Legislative Policy Book)

MML Policy

The MML supports all levels of government, with substantial state and federal help, collaborating as equals to insure that high levels of harmful pollutants are within reasonable limits, based on cost benefit analysis, accurate testing, and other factors under scrutiny in the latest DNR reports. The likely use of the creek or waterway for recreation should also be a factor. Certainly, sewage from faulty infrastructure should be addressed if harmful bacteria result for any reasonable period of time. However, animal waste, certain unavoidable runoff such as that caused by treating streets for ice and snow, and similar pollutants frond at relatively low levels in streams unlikely to be used for recreation should be addressed either state and/or federal funds if they mandate remediation.

City of Peculiar Policy

The City of Peculiar concurs with MML.

5. URBAN GROWTH INCENTIVE (Page 34 of the Peculiar Legislative Policy Book)

URBAN GROWTH INCENTIVE

MML Policy

The MML recommends that existing statutes be revised to require that both central water service adequate for fire protection and state approved sewer service be provided prior to development of a subdivision and require adequate easements for utilities.

The MML opposes any regulatory changes by the Department of Natural Resources (DNR) that would encourage the development of subdivisions with separate sewer systems developed adjacent to a municipal system. Existing regulations should be actively enforced by the DNR.

City of Peculiar Policy

The City of Peculiar concurs with MML.

6. LAND USE AND PERMITTING CONTROLS OVER ALL STRUCTURES, INCLUDING THOSE RELATED TO ALTERNATIVE ENERGY SOURCES (Page 37 of the Peculiar Legislative Policy Book)

MML Policy

New facilities should be harmonious with other structures and uses as judged by local planning and zoning practices and related construction codes. A statewide standard should not supersede local ordinances because communities differ too much in density, architectural

features, history, and other neighborhood factors for one standard to address every variable in every community. The MML discourages prohibitions on renewable energy facilities that might include solar panels, wind turbines, windmills, water structures, underground heating and cooling fields and facilities yet to be defined. The MML encourages each locality to consider appropriate policies to encourage reasonable uses**.**

City of Peculiar Policy
The City of Peculiar concurs with MML.

Policy Additions to 2016-2017 MML Policy Book Not Referenced in the Peculiar Legislative Policies

1. GROUND EMERGENCY MEDICAL TRANSPORT (GEMT)

The Missouri Municipal League strongly supports a state statute that enables public EMS agencies to recoup a portion of the costs of providing uncompensated prehospital medical care and EMS ambulance transport from the Federal Government. MML supports a new statute establishing a Ground Emergency Medical Transport program. The statute also should require consistent accounting and cost recording guidelines.

2. 911 FUNDING

In the interest of 911 funding, the Missouri Municipal League supports the imposition of fees on cell phones.

3. CAMPAIGN FINANCE REFORM

The Missouri Municipal League supports efforts to address campaign finance reform.

4. COMMUNITY GROWTH INCENTIVE

The MML recommends that existing statutes be revised to require that central water service adequate for fire protection, storm water management infrastructure and state approved sewer service be provided prior to development of a subdivision and to require adequate easements for utilities.
The MML opposes any regulatory changes by the Department of Natural Resources (DNR) that would encourage the development of subdivisions with separate water supply, wastewater collection and storm water management systems developed adjacent to a municipal system.